



AGENDA

SPECIAL MEETING OF THE BOARD OF DIRECTORS

November 22, 2022

4:00 PM

CALL TO ORDER AND ROLL CALL - Edmondson, Burke, Morris, Ryan, Williams

APPROVAL OF AGENDA

PUBLIC COMMENT

Any person may address the Board at this time upon any subject not identified on this Agenda, but within the jurisdiction of Elsinore Valley Municipal Water District; however, any matter that requires action will be referred to staff for a report and action at a subsequent Board meeting. As to matters on the Agenda, an opportunity will be given to address the Board when the matter is considered.

Members of the public may make comments in-person, virtually, or submit a Public Comment Request Form located at <https://www.evmwd.com/evmwd-publiccomment>, no less than one hour prior to the posted start time of the meeting. Comments shall be made in an orderly manner and profanity, slanderous, or abusive language will not be tolerated. Please note, individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the presiding officer.

I. PRESENTATION OF THE PUBLIC RELATIONS SOCIETY OF AMERICA CAPPELLA AWARDS

II. CONSENT CALENDAR

Consent Calendar items are expected to be routine and non-controversial, to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Calendar, it shall be removed so that it may be acted upon separately.

A. APPROVAL OF:

1. Minutes of the Regular Board Meeting of November 10, 2022
2. Minutes of the Regular Engineering and Operations Committee Meeting of November 7, 2022
3. Minutes of the Adjourned Finance and Administration Committee Meeting of October 25, 2022
4. Payment Ratification Report
5. A Professional Services Agreement with Lee + Ro, Inc. for the Goetz Road Intertie Project
6. A Public Works Contract with Sancon Technologies, Inc. for the Manhole Rehabilitation Fiscal Year 2022 Project



7. Investment Report, Receive and File
 8. Change Order No. 1 to the Contract with CDM Constructors Inc. for the Horsethief Canyon Water Reclamation Facility Design-Build Rehabilitation and Expansion Project
 9. Amendment to Authorized Position Listing
 10. Adoption of a Resolution for Acceptance of a Funding Agreement Issued by the State Water Resources Control Board (SWRCB) for the Diamond Regional Sewer Lift Station and Dual Force Main Project (Project No. 8514-110)
 11. Task Order 23 with Systems Integrated for Terminal Control Panel and Radio Equipment for the Alberhill 1601/1676 Zone Water Pump Station
 12. A Professional Services Agreement with Woodard and Curran for Grant Management Services
 13. Adoption of a Resolution Authorizing the General Manager to Submit a Grant Application to the Department of Water Resources for the Urban Community Drought Relief Program
- B. APPROVAL OF TRAVEL AUTHORIZATIONS
1. Darcy Burke - CRWUA Annual Conference

III. REPORTS

Reports are placed on the Agenda to provide information to the Board and the public. There is no action called for in these items. The Board may engage in discussion on any report upon which specific subject matter is identified, but may not take any action other than to place the matter on a subsequent Agenda.

- A. General Manager's Report
- B. Legal Counsel's Report
- C. Board Committee Reports

IV. DIRECTOR'S COMMENTS AND REQUESTS

Directors' Comments concern District business which may be of interest to the Board. They are placed on the Agenda to enable individual Board members to convey information to the Board and the public. There is no discussion or action required, other than to place the matter on a subsequent Agenda.

V. INFORMATION ITEMS

- A. Grant Update November 2022



VI. ADJOURNMENT

In the interest of public health and safety, this meeting will be conducted in accordance with provisions of the Brown Act and Assembly Bill 361. Participants who would like to join this meeting remotely can do so in one of the following ways:

For Online Participation:

Go to: www.zoom.us
Select Join a Meeting
Enter Meeting ID: 821 1374 3134
Meeting Password: 92530

For Call-in Only:

Call: (720) 707 2699
Enter Meeting ID: 821 1374 3134
Meeting Password: 92530

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted in the main lobby of the District's Administrative offices not less than 72 hours prior to the meeting date and time above. All public records relating to each agenda item, including any public records distributed less than 72 hours prior to the meeting to all, or a majority of all, of the members of District's Board, are available for public inspection in the office of the District Secretary, 31315 Chaney Street, Lake Elsinore, California.

To request a disability-related modification or accommodation regarding agendas or attendance, contact Terese Quintanar, at (951) 674-3146, extension 8223 at least 48 hours before the meeting.



Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 22, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: PRESENTATION OF THE PUBLIC RELATIONS SOCIETY OF AMERICA (PRSA) CAPPELLA AWARDS TO EVMWD

STRATEGIC GOAL

Build Recognized Value
Elevate Communications

RECOMMENDATION

The General Manager and staff recommend that the Board of Directors:

1. Accept the PRSA Capella Award in the category of "Annual Reports" for the "Annual Water Quality Report"
2. Accept the PRSA Capella Award in the category of Outreach campaigns for the "HOA Water Efficiency Outreach" campaign

BACKGROUND

EVMWD received acknowledgement from the Public Relations Society of America (PRSA), Inland Empire Chapter, for excellence in public outreach. The Polaris Awards recognize exemplary public relations efforts that successfully incorporate sound research, planning, implementation, and evaluation. These awards represent the highest standards of performance in the public relations and communications profession within the Inland Empire.

EVMWD received the Capella Award for its 2021 Annual Water Quality Report (Consumer Confidence Report) which included simple infographics to help readers understand the more technical aspects of the report and highlighted our dedicated staff who ensure clean water to our customers.

EVMWD received a Capella Award for the HOA water efficiency outreach campaign, which took a targeted approach to partner with local HOA communities on improving water efficiency through communication, incentives and rebates. The campaign highlight

included a toolkit for the HOA managers and customized presentations and workshops for the residents.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

None- Within budget

Originated by: Bonnie Woodrome – Public Affairs
Reviewed by: Christina Henry – Community Affairs

Attachments:

None

**MINUTES
REGULAR MEETING OF THE BOARD
OF DIRECTORS OF ELSINORE VALLEY
MUNICIPAL WATER DISTRICT
THURSDAY, NOVEMBER 10, 2022**

The Regular Meeting of the Board of Directors of Elsinore Valley Municipal Water District was held at its principal offices at 31315 Chaney Street, Lake Elsinore, California with a remote public participation option (teleconference, through a call-in number clearly noted on the meeting Agenda) posted in accordance with the Brown Act.

Directors Present

Darcy M. Burke, President
Andy Morris, Vice President
Chance Edmondson
Phil Williams
Harvey Ryan

Staff Present

Greg Thomas, General Manager
Ganesh Krishnamurthy, Assistant General Manager – Eng. and Operations
Steve Anderson, General Counsel
Terese Quintanar, District Secretary/Administrative Services Supervisor
Bonnie Woodrome, Community Affairs Supervisor
Christina Henry, Community Relations Manager
Christina Ramirez, Executive Assistant
Darryn Flexman, Interim Director of Information Technology
David Smith, Maintenance Manager
Eric Laidlaw, Mechanical Tech III
Jase Warner, Director of Operations
Jason Dafforn, Director of Engineering and Water Resources
Jessie Arellano, Wastewater Operations Manager
LaDawn Allen, Accountant III
Margie Armstrong, Director of Strategic Programs
Parag Kalaria, Water Resources Manager
Scott Thompson, Accounting Manager
Serena Johns, Sr. Management Analyst
Susie Evans, Sr. Executive Assistant
Tim Collie, Water Operations Manager
Robert Hartwig, Assistant General Manager – Business Services

Others Present

Vincent Yee, Nexgen Enterprise Asset Management System
Dan Baker, Carollo Engineers, Inc.

CALL TO ORDER

The meeting was called to order by President Burke at 4:04 p.m.

APPROVAL OF AGENDA

A motion was made by Director Ryan, seconded by Vice President Morris, and carried unanimously to approve the agenda as presented.

PUBLIC COMMENTS

The meeting was opened to public comment and there were none. Opportunity was provided to the public to make public comments throughout the duration of the meeting.

Item I.0 - CONSENT CALENDAR

<i>Resolution Nos. 22-11-01, 22-11-02 & 22-11-03</i> <i>Minute Order #5733-5734</i>
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- A. APPROVAL OF:
1. Minutes of the Special Board Meeting of October 27, 2022
 2. Payment Ratification Report
 3. Adoption of Resolution Reaffirming and Extending Findings and Determinations Under AB 361 for Continued Virtual Meetings (*Reso No. 22-11-01*)
 4. Professional Services Agreement with Carollo Engineers, Inc. for Project Management Services for Implementation of Enterprise Asset Management (EAM) System (*MO #5733*)
 5. Purchase of License Subscriptions and Implementation Services of Nexgen Enterprise Asset Management (EAM) System (*MO #5734*)
 6. Adoption of Resolution Authorizing the General Manager to Sign and File a Construction Financial Assistance Application, for the Sedco Hills Septic to Sewer Project (*Reso No. 22-11-02*)
 7. Adoption of Resolution Authorizing the General Manager to Sign and File a Construction Financial Assistance Application for the Avenues Septic to Sewer Project (*Reso No. 22-11-03*)
- B. APPROVAL OF TRAVEL AUTHORIZATIONS
1. Harvey Ryan - Board of Director's Meeting for ACWA

A motion was made by Director Edmondson, seconded by Director Ryan, and carried unanimously to:

- 1. Approve the Consent Calendar as presented**

President Burke acknowledged that representatives from Nexgen Enterprise Asset Management System and Carollo Engineers, Inc. were on the call and thanked them for their attendance.

Item II. A GENERAL MANAGER'S REPORT

Mr. Thomas reported rainfall of 1.1 inches from the recent rain event. The rain accumulated for this rain-year to date is 1.61 inches. He also reported that Canyon Lake's water level is currently at 1379.43 feet. He also reported on his attendance to the CA/NV AWWA Utility Council, where he learned some parts of the country will be experiencing chlorine and diesel fuel shortages. Also, train union workers on the east coast may go on strike as two of them did not accept President Biden's proposal. We will be monitoring this closely since this could result in further supply chain issues.

He concluded by announcing that the District would be closed on November 11, 2022, in observance of Veteran's Day.

Item II. B LEGAL COUNSEL'S REPORT

Mr. Anderson did not have a report for this meeting but stated that he would be sharing an FPPC update shortly.

Item II. C BOARD COMMITTEE REPORTS

Director Williams reported on his attendance at the NWRA conference, where future regulations involving water quality and California's water future were discussed.

Director Edmondson reported on the Wildomar City Council meeting and the Engineering and Operations Committee Meeting. At the Wildomar City Council meeting, a presentation of the Sedco Hills Septic to Sewer project was provided and was well received.

Vice President Morris reported on the Santa Rosa Regional Resources Authority Board meeting and requested that the pre-meeting be added to the Directors' meeting matrix, including Director Williams' participation in the pre-meetings. He also reported on the Meeks and Daley Water Company Board Meeting, and that the Board adopted the Company's investment policy.

Director Ryan reported on attending the NWRA conference, where they also talked about measuring PFAS at 0.004 parts per trillion (ppt). There are funds available for disadvantaged communities that should be sought after, and there will be biosolids regulations by 2024. The Colorado River was discussed as well. He also met with the Bureau of Reclamation and was able to listen to a panel of Commissioners discussing different programs and available funding.

President Burke reported on the MWD Finance, Engineering, and Imported Water Committee meetings she attended. During the Engineering committee meeting, discussion was held regarding new supply including an Ocean Desalination Project in the Oxnard and Ventura area. At the Imported Water Committee meeting several items were discussed such as anticipated low State Water Project initial allocation, access of Intentional Created Storage (ICS) of the Colorado River storage to meet its future demand, the Colorado River Aqueduct for 2023 and beyond is now being planned, and USBR is evaluating options for delivery reductions for California, AZ and Nevada for next year. At the MWD Board meeting, Director Lois Fong-Saki from the San Diego Water Authority was appointed as the Board Secretary. Steve Arakawa will be retiring in December. She also reported on the Canyon Lake Roundtable meeting, Canyon Lake City Council, and the recent EVMWD Leadership Session facilitated by General Manager Greg Thomas.

Item III.0 DIRECTOR’S COMMENTS AND REQUESTS

Director Ryan reported that ACWA Region 9 is planning a Salton Sea Tour for March 27, 2023.

Item IV.0 ADJOURNMENT

President Burke adjourned the meeting in honor of Chairman Phillip J. Pace, at 4:34 p.m.

Darcy M. Burke, President of the
Board of Directors of the
Elsinore Valley Municipal Water District

ATTEST:

Terese Quintanar, Board Secretary
to the Board of Directors of
Elsinore Valley Municipal Water District

- EVMWD BOARD ACTION
 - APPROVED
 - APPROVED AS AMENDED
 - DENIED
 - CONTINUED
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**MINUTES
ENGINEERING AND OPERATIONS COMMITTEE
Regular Meeting
November 7, 2022**

The Regular Engineering and Operations Committee Meeting was held at its principal offices at 31315 Chaney Street, Lake Elsinore, California with a remote public participation option (teleconference, through a call-in number clearly noted on the meeting Agenda) posted in accordance with the Brown Act and Assembly Bill 361.

Directors Present:

Harvey Ryan
Chance Edmondson

Staff Present:

Greg Thomas, General Manager
Ganesh Krishnamurthy, Assistant General Manager -Eng/Water Res/Ops
Terese Quintanar, District Secretary
Susie Evans, Sr. Executive Assistant
Jase Warner, Director of Operations
Jason Dafforn, Director of Engineering and Water Resources
Margie Armstrong, Director of Strategic Programs
Matthew Bates, Engineering Manager
David Smith, Maintenance Manager
Tim Collie, Engineering Project Coordinator
Jessie Arellano, Wastewater Operations Manager
Parag Kalaria, Water Resources Manager
Damien Gutierrez, Lead Water Production Operator
Shawn Gray, Water Production Superintendent
Bonnie Woodrome, Public Affairs Supervisor
Kelia Jones, Engineering Project Coordinator
LaDawn Allen, Accounting Technician III
Natalee Dee, Accountant III/Interim Purchasing Supervisor

CALL TO ORDER

Director Edmondson called the meeting to order at 3:30 p.m.

PUBLIC COMMENTS

The meeting was opened to public comments and there were none. Opportunity was provided to the public to make public comments throughout the duration of the meeting.

- 1. Public Works Contract with Sancon Technologies, Inc. for the Manhole Rehabilitation Fiscal Year 2022 Project** - Mr. Bates presented on this item and

explained this project will rehabilitate three sewer manholes within Caltrans Right of Way on Collier Avenue (State Route 74). The project will also include the replacement of four 4 ft diameter manholes with 5 ft diameter manholes in the Lakeland Village Community to meet District standards. Overall, the project will improve structural integrity, prevent failures, and reduce the possibility of sanitary sewer overflows.

On October 31, 2022, a Professional Services Agreement with Reilly Construction Management was executed under General Manager's authority.

The Project was advertised for bid on August 18, 2022, via PlanetBids. On September 29, 2022, Sancon Technologies, Inc. was the one prequalified bidder that submitted a bid by the deadline in the amount of \$341,920.00. After a detailed review, Sancon Technologies, Inc is determined to be a responsive, and responsible bidder.

Staff plans to present this item at the November 22, 2022, Board of Directors Meeting to recommend award of a Public Works Contract with Sancon Technologies, Inc. in the amount of \$341,920.00. This item, including overhead of \$1,710.00, as well as staff time (120 hours) & fringe benefits of \$23,956.00, totals \$367,586.00.

The Committee concurred with moving this item to the Board for consideration of approval.

- 2. Professional Services Agreement with Lee + Ro, Inc. for the Goetz Road Intertie Project** - The Elsinore Valley Municipal Water District (District) has two main sources of water supply to the Canyon Lake area which include the Canyon Lake Water Treatment Plant and a 33-inch transmission main that crosses the Interstate 15 freeway. The Canyon Lake Water Treatment Plant is currently offline, but the Canyon Lake Treatment Plant Improvement project is currently in design and is slated to be completed in 2027.

To improve system reliability and redundancy for the Canyon Lake, Tuscany Hills, and Canyon Hills area (collectively, Canyon Lake area), Staff developed two projects. The first is the Lakeshore Booster Station Upgrades, and the second is the Goetz Road Intertie with Eastern Municipal Water District. The projects collectively provide two additional water supply sources to the Canyon Lake area.

The District has already taken steps to analyze and upgrade the Lakeshore Booster Station to redirect flow to the Canyon Lake area through a waterline in the Franklin Street bridge. The Lakeshore Booster Station is located along Lakeshore Drive on the west side of the I-15 Freeway at Diamond Drive. The upgrades are underway and will be completed in early 2023 by staff.

The second project, Goetz Road Intertie, will create an emergency interconnection with Eastern along Goetz Road north of Railroad Canyon Road. Staff engaged

Eastern to discuss the project and are currently working on an Interconnection Agreement with Eastern for the project. The project will provide a second supply source along the east end of the Canyon Lake area. The project will provide a bidirectional meter to enable either District to supply water in an emergency situation.

On August 25, 2022, the District solicited proposals for Engineering Design services for the Goetz Road Intertie Project. On October 11, 2022, four proposals were received by the deadline. A review panel was established to evaluate the proposals. Based on firm qualifications, experience, and project understanding, staff concluded that LEE + RO, Inc. is most qualified.

Staff plans to present this item at the November 22, 2022, Board of Directors Meeting to recommend award of a Professional Services Agreement with LEE + RO, Inc. in the amount of \$149,849.00. This item, including overhead of \$749.00, as well as staff time (195 hours) & fringe benefits of \$39,574.00, totals \$190,172.00.

The Committee concurred with moving this item to the Board for consideration of approval.

- 3. Task Order 23 with Systems Integrated for Terminal Control Panel and Radio Equipment for the Alberhill 1601/1676 Zone Water Pump Station** – In 2004, Elsinore Valley Municipal Water District (District) selected Systems Integrated (SI) to design and build a Supervisory Control and Data Acquisition (SCADA) System replacement to monitor and control the water and wastewater systems.

On December 16, 2021, the Board of Directors approved a 5-year Master Service Agreement and Professional Services Agreement with Systems Integrated to provide support and maintenance of the District's ONSITE SCADA System and radio network.

When designing a complex facility such as a booster station, the District integrates the SCADA network and controls to facilitate remote monitoring and operations. As development expands within the Alberhill area, the developers are required to construct certain master planned water and wastewater facilities to support additional demands required to serve the projects. One such facility is the Alberhill 1601/1676 Zone Booster Station (Booster Station).

The Booster Station is located along Nichols Road immediately east of Lake Street adjacent to Alberhill Community Park. The Booster Station is designed to support two pressure zones: the 1601 and 1676 Zones with the ultimate pumping capacity of 6,000 gallons per minute (gpm) and 730 gpm, respectively. The Booster Station plans and specifications were approved by the District in May of 2022 and they commenced construction in July 2022.

To support remote monitoring and operations for the Booster Station, staff obtained from SI Task Order 23 to supply the SCADA and radio system hardware

(Hardware). The Hardware will be supplied to the Developer's contractor for installation, startup and commissioning. All the required inspection and Hardware deposits to facilitate construction oversight and hardware material costs have been obtained.

Staff plans to present this item at the November 22, 2022, Board of Directors Meeting to recommend award of Task Order 23 with Systems Integrated in the amount of \$134,300.00.

The Committee concurred with moving this item to the Board for consideration of approval.

4. Operations Department Quarterly Report

Jessie Arellano provided an update on the Wastewater Operations Division and highlighted the Vanguard Pathogen Protection System, Cue's DUC (Digital Universal Camera), and SSMP/WDR Training.

Tim Collie provided an update on the Water Division and presented the core goals of the department. This includes operation, inspection, and maintenance of 3 treatment facilities, 71 tanks, 55 booster stations, 13 wells, as well as tours of facilities.

David Smith provided an update on the Maintenance Division. He highlighted a homeless encampment on District property for which staff coordinated with the Sheriff's Department and So. Cal Sandbags for a clean-up of the area, which took two days.

- 5. Consider Items for Board Review** – Items 1- 3 will be presented for consideration at a future Board meeting.
- 6. Discuss Future Agenda Items** – Director Edmondson asked for an update at a future meeting on the new materials being used for laterals.
- 7. Other** – There were none.
- 8. Adjourned at 4:18 p.m.**

- EVMWD BOARD ACTION
- APPROVED
- APPROVED AS AMENDED
- DENIED
- CONTINUED

**MINUTES
ADJOURNED MEETING
FINANCE & ADMINISTRATION COMMITTEE**

**October 25, 2022
3:30 P.M.**

The Adjourned Finance and Administration Committee (FAC) Meeting was held as a hybrid, in-person and virtually with members of the public notified of the ability to observe and provide public comment telephonically through the information provided on the meeting Agenda.

Director Present

Phil Williams

Others Present

Greg Thomas, General Manager
 Robert Hartwig, Assistant General Manager – Business Services
 Ganesh Krishnamurthy, Assistant General Manager – Engineering/Ops/Wtr Resources
 Kim Byrens, Best Best and Krieger
 Adam Bauer, Fieldman & Rolapp
 Terese Quintanar, District Secretary/Administrative Services Supervisor
 Christy Gonzalez, Executive Assistant/Deputy Board Secretary
 Margie Armstrong, Director of Strategic Programs
 Scott Thompson, Accounting Manager
 Christina Henry, Community Relations Manager
 Jennifer Dancho, Director of Human Resources & Safety
 Jase Warner, Director of Operations
 Greg Morrison, Public Relations Officer
 Bonnie Woodrome, Public Affairs Supervisor
 David Smith, Maintenance Manager
 Darryn Flexman, Director of Information Technology
 Corrine Nikolic, Accountant

CALL TO ORDER

Director Williams called the meeting to order at 3:30 p.m.

PUBLIC COMMENTS

The meeting was opened to public comments and there were none.

1. **Horsethief 2020-1 CFD Improvement Area No. 1b Amendments** – Mr. Thompson reported on this item and referred to the presentation within the packet. On January 14, 2021, the Board adopted a resolution establishing Community Facilities District (CFD) No. 2020-1 (Horsethief). The CFD was formed with 7 improvement areas and structured with Improvement Areas “A” and “B.” Improvement Area “A” bonds are being used to finance each developer’s

proportionate share of the Horsethief WRF expansion while Improvement Area “B” bonds will be utilized for capacity fees and other public facilities within each of the developments. Improvement Area A bonds were issued first with the B bonds dependent on the timing of each development. The purpose of dividing the CFD into several improvement areas was to provide flexibility in the future and to mitigate risk. Should several developments move forward and one development lag, then the slower developing parcel will not impact the credit or the special taxes of the other developments.

At this time, the landowner of Improvement Area 1B, Temescal Valley Land, LLC, has expressed that it would like to amend Improvement Area 1B to increase the amount of authorized bond indebtedness. As anticipated when forming the CFD, the estimated land value in the Improvement Area has increased and development plans have changed. Therefore, a larger bond issue and longer term for the special taxes are merited and still in compliance with all District policies. The proposed amendments include an increase to the amount of authorized bond indebtedness from \$1,250,000 to \$4,500,000, a revision to the Rate and Method of Apportionment of Special Tax to increase rates of special tax to be levied, and a five-year increase to the term of the special tax from fiscal year 2065 to fiscal year 2070. The special tax is only expected to be levied for 25-30 years but it is prudent to have extra years to collect the tax in the event that there are occurrences which prevent the district from collecting unpaid and delinquent special taxes.

Director Williams concurred with moving this item to the Board for further discussion.

2. **Grants Department Performance Measures FY 2021 & 2022** – This item was deferred to a future meeting.
3. **Customer Service Department Performance Measures 1st Quarter FY 2022 & 2023** – Ms. Henry reported that call volume and call handling times have increased as compared to last year. Customer contact reasons include billing and account inquiries and overall general inquiries. Service levels have been consistent. This quarter we have received \$105,979.73 in Low Income Household Water Assistance Program Payments, \$25,184.47 in United Lift Payments and over \$494,733.49 in CWWAPP payments. Bad debt for tenants is at 84%. Turn off percent is 4%. RARE payout and eligibility is lower this year compared to last year. There are 721 new registered Aquahawk users this quarter and most alerts to customers are for exceedance of water thresholds.

Director Williams requested to see data on past due accounts by the end of COVID and since COVID. He also requested the trend of delinquent accounts. Ms. Henry will verify the data and provide that information.

4. **Other** – Ms. Dancho reported on the proposed amendment to authorized position listing for facilities maintenance. Fleet Mechanic services have been contracted for several years, and earlier this year we were notified that there will be a significant

increase for these services. Alternate contract options were reviewed, and a market analysis was performed. After reviewing cost comparisons, it is recommended that a Mechanic I/II/Senior positions be added.

Director Williams questioned if any tools need to be acquired for these positions. Dave Smith responded that the district already owns highly diagnostic tools, however, a one-time purchase of hand tools will be needed.

5. **Consider Items for Board Review** – Item 1 will be presented at the November 2, 2022, Study Session, along with the Amendment to Authorized Positions for Facilities Maintenance.
6. **Adjournment at 3:54 p.m.**

DRAFT



Payment Ratification Report

Cash Disbursements for 10/28/2022 through 11/22/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
ACH					
8846	11/03/2022	FLOW N CONTROL INC	REPLACEMENT PUMPS	ACH	8,821.85
8847	11/03/2022	GALLADE CHEMICAL INC	CHEMICALS SEPT 2022	ACH	1,741.04
8848	11/03/2022	GLOBAL POWER GROUP INC	GENERATOR MAINTENANCE SEPT 2022	ACH	46,601.48
8849	11/03/2022	HACH COMPANY	MULTI-SITE SERVICING OCT 2022	ACH	29,272.55
8850	11/03/2022	HILL BROTHERS CHEMICAL CO	CHEMICALS SEPT 2022	ACH	9,618.06
8851	11/03/2022	INFOR	INFOR CMS & CASE MANAGEMENT 10/2022-10/2023	ACH	32,750.00
8852	11/03/2022	INFOSEND	BILLING PROCESSING	ACH	72,057.83
8853	11/03/2022	KENNEDY JENKS CONSULTANTS	CLWTP PHASE 1 IMPROVE, TECH SUPPORT SERVICES FOR SKY MEADOWS PUMP	ACH	398,009.08
8854	11/03/2022	LEE & RO INC	ENG SERVICES (MCCS) CONDITION ASSESSMENT PROJECT	ACH	46,243.00
8855	11/03/2022	MPS SECURITY	AFTER HOURS SECURITY SEPT 2022	ACH	4,428.66
8856	11/03/2022	NORTHSTAR CHEMICAL	CHEMICALS SEPT 2022	ACH	18,267.67
8857	11/03/2022	NURSERY PRODUCTS	BIOSOLIDS HAULING AND DISPOSAL SEPT 2022	ACH	87,527.69
8858	11/03/2022	ONLINE INFORMATION SERVICES	CREDIT CHECK SERVICES SEPT 2022	ACH	276.67
8859	11/03/2022	PIASCIK, MARK A	BOAT RENTAL & REPAIRS FOR LAKE AERATION PROJECT	ACH	1,700.00
8860	11/03/2022	REGAN PAVING	ON-CALL STREET RESTORATION SERVICES SEPT 2022	ACH	3,200.00
8861	11/03/2022	REILLY CONSTRUCTION MANAGEMENT	SINGLE CHECK BACKFLOW DEVICE REPLACEMENT	ACH	32,512.25
8862	11/03/2022	SOUTHERN CA FLEET SERVICES INC	FACILITIES MAINTENANCE SEPT 2022	ACH	1,968.00
8863	11/03/2022	TRL SYSTEMS	ACCESS CARDS AUG 2022	ACH	2,432.50
8864	11/03/2022	US BANK	P CARD PURCHASES OCT 2022	ACH	192,427.23
8865	11/03/2022	WEST YOST & ASSOCIATES, INC.	IMPLEMENT UTV SNMP	ACH	22,739.30
8866	11/03/2022	ACLARA TECHNOLOGIES LLC	AON NCC TSTG OCT DEC 2022	ACH	25,000.00
8867	11/03/2022	ACWA ASSOC OF CA WATER AGENCY	2023 ANNUAL AGENCY DUES	ACH	31,935.00
8868	11/03/2022	AECOM TECHNICAL SERVICES, INC.	LEE LAKE DAM UPGRADES SEPT 2022	ACH	5,208.75
8869	11/03/2022	ALBERT A. WEBB ASSOCIATES	ON-CALL INSPECTION SERVICES AUG 2022	ACH	47,322.50
8870	11/03/2022	AMERICAN LABOR POOL	TEMPORARY SERVICES SEPT 2022	ACH	7,175.70
8871	11/03/2022	ARCADIS US INC	REG WTR RECLAMATION FACILITY EXPANSION & UPGRADES PROJECT	ACH	50,299.00
8872	11/03/2022	CALIFORNIA WATER TECHNOLOGIES	CHEMICALS SEPT 2022	ACH	9,623.72
8873	11/03/2022	CAROLLO ENGINEERS	REG WRF PROGRAM MANAGEMENT SEPT 2022	ACH	7,425.65
8874	11/03/2022	CENTURY BANKCARD SERVICES INC	CUSTOMER SERVICE MERCHANT FEES OCT 2022	ACH	38,349.09
8875	11/03/2022	CHANDLER ASSET MANAGEMENT INC	INVESTMENT MANAGEMENT SERVICES SEPT 2022	ACH	10,494.19
8876	11/03/2022	DAVE NAHAY CLEANING SYSTEMS	FLEET WASHING & LOT SWEEPING OCT 2022	ACH	1,318.50
8877	11/03/2022	ENVIRONMENTAL SYSTEMS	SOFTWARE MAINTENANCE NOV 2022 - NOV 2023	ACH	27,500.00
8878	11/03/2022	FERGUSON WATERWORKS #1082	WATERWORKS INVENTORY SUPPLIES	ACH	89,126.95
8879	11/10/2022	AECOM TECHNICAL SERVICES, INC.	LEE LAKE DAM UPGRADES OCT 2022	ACH	1,366.25
8880	11/10/2022	ALBERT A. WEBB ASSOCIATES	CEOQ & REG PERMIT RICE CANYON RESERVOIR JUL 2022	ACH	4,225.00



Payment Ratification Report

Cash Disbursements for 10/28/2022 through 11/22/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
8881	11/10/2022	AMERICAN LABOR POOL	TEMPORARY SERVICES OCT 2022	ACH	11,541.81
8882	11/10/2022	ANSER ADVISORY LLC	CANYON LAKE SEWER REHABILITATION JUN – SEPT 2022	ACH	7,314.00
8883	11/10/2022	ARDURRA GROUP INC	UPSIZE BLENDING LINE AT DIAMOND PROJECT & DOWNTOWN SEWER REPLACEMENT	ACH	36,573.00
8884	11/10/2022	CAROLLO ENGINEERS	HTCWRF DB OA CONSTRUCTION SEPT 2022	ACH	23,115.50
8885	11/10/2022	CORETEX USA INC	AIR TRAX VEHICLE SERVICE OCT 2022	ACH	1,752.15
8886	11/10/2022	DOWNING CONSTRUCTION, INC.	STAGE RANCH RD PIPELINE REPLACEMENT AUG – OCT 2022	ACH	195,313.10
8887	11/10/2022	ENGINEERING RESOURCES OF SO CAL INC	ENG&DESIGN SERVICES DISTRICT PARKING LOT & CYN LK S. BLACKHORSE IMPROVE	ACH	5,880.20
8888	11/10/2022	ENTERPRISE FM TRUST	FLEET LEASE NOV 2022	ACH	47,513.18
8889	11/10/2022	FERGUSON WATERWORKS #1082	WATERWORKS INVENTORY SUPPLIES	ACH	93,420.18
8890	11/10/2022	GLOBAL POWER GROUP INC	GENERATOR MAINTENANCE SEPT 2022	ACH	2,847.63
8891	11/10/2022	HELIX ENVIRONMENTAL PLANNING	REGIONAL AG PIPELINE CONVERSION PROJECT-HABITAT RESTORATION SEPT2022	ACH	6,724.06
8892	11/10/2022	HILL BROTHERS CHEMICAL CO	CHEMICALS OCT 2022	ACH	27,151.72
8893	11/10/2022	IGM TECHNOLOGY CORP	ANNUAL DEPARTMENTAL DATA COLLECTION FOR BUDGET BOOK	ACH	6,250.00
8894	11/10/2022	INFOSEND	BILL PROCESSING SEP & OCT 2022	ACH	15,464.05
8895	11/10/2022	INFRASTRUCTURE ENGINEERING COR	AS-NEEDED SCADA SUPPORT&NEAR-TERM PROJECTS- ADVISORY ROLE (CATEGORY 1)	ACH	5,845.00
8896	11/10/2022	KENNEDY JENKS CONSULTANTS	CM & INSPECTION SERVICES FOR HTCWRF DB SEPT 2022	ACH	86,769.01
8897	11/10/2022	MPS SECURITY	AFTER HOURS SECURITY OCT 2022	ACH	4,390.75
8898	11/10/2022	NORTHSTAR CHEMICAL	CHEMICALS OCT 2022	ACH	78,427.04
8899	11/10/2022	SYSTEMS INTEGRATED LLC	MAINTENANCE OCT 2022	ACH	14,380.00
8900	11/10/2022	TRUEPOINT SOLUTIONS LLC	PERMIT TRACKING SYSTEM AUG 2022	ACH	13,685.00
8901	11/10/2022	WESTERN MUNICIPAL WATER DIST	MONTHLY MWD CAPACITY, READINESS-TO-SERVE & PIPELINE FIXED CHARGE OCT 2022	ACH	133,691.83

CHECKS

251878	11/03/2022	ACWA JOINT POWERS INS AUTH	HEALTH/VISION COVERAGE NOV 2022	CHECK	7,679.34
251879	11/03/2022	AMERICAN CONSERVATION & BILLING	AQUAHAWK STANDARD OCT 2022	CHECK	4,563.00
251880	11/03/2022	APPLE ONE INC	TEMPORARY SERVICES SEPT 2022	CHECK	16,629.90
251881	11/03/2022	AQUATECHNEX LLC	WASTEWATER TREATMENTS OF PONDS	CHECK	959.94
251882	11/03/2022	CALIFORNIA HIGHWAY PATROL	POLICE REPORT	CHECK	10.00
251883	11/03/2022	CDM SMITH INC	PSA 2022 IRP UPDATE	CHECK	14,891.50
251884	11/03/2022	CHARTER COMMUNICATIONS HOLDING	CABLE SERVICE OCT 2022	CHECK	60.61
251885	11/03/2022	CONTROLWORKS INC.	QUARTERLY MAINT ADMIN BUILDING DDC AUTOMATION SYSTEM	CHECK	5,500.00
251905	11/03/2022	CYPRESS DENTAL ADMINISTRATORS	DENTAL COVERAGE FOR NOV 2022	CHECK	467.75
251906	11/03/2022	LAGUNA VAULT, LLC	OFFSITE RECORDS STORAGE	CHECK	392.90
251907	11/03/2022	DUDEK AND ASSOCIATES INC	RESERVOIR DEMOLITION PROGRAM & ANNUAL DAM INSPECTIONS	CHECK	73,621.13
251908	11/03/2022	EASTERN MUNICIPAL WATER DIST	RECYCLED WATER SEPT 2022	CHECK	755.87



Payment Ratification Report

Cash Disbursements for 10/28/2022 through 11/22/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
251909	11/03/2022	EASTERN MUNICIPAL WATER DIST	LABORATORY FEES	CHECK	97.00
251910	11/03/2022	FEDERAL EXPRESS CORPORATION	DELIVERY SERVICE	CHECK	8,420.28
251911	11/03/2022	FRONTIER CALIFORNIA INC.	REMOTE PHONE LINES INCLUDING EQUIPMENT ALARMS	CHECK	545.06
251912	11/03/2022	G.M. SAGER CONSTRUCTION CO.	ASPHALT & CONCRETE	CHECK	8,350.00
251913	11/03/2022	GAGE CANAL CO INC	CARRYING RIGHTS NOV 2022	CHECK	5,000.00
251914	11/03/2022	GALLAGHER BENEFIT SERVICES INC.	COMPREHENSIVE ORGANIZATION STUDY	CHECK	22,976.25
251915	11/03/2022	KC GRAPHICS	WINDOW ENVELOPES	CHECK	888.56
251916	11/03/2022	PECHANGA BAND OF LUISENO MISSI	CULTURAL MONITORING AGREEMENT	CHECK	637.50
251917	11/03/2022	PSOMAS	PECK & CHESTNUT ST SANITARY SEWER REPLACEMENT	CHECK	3,355.00
251918	11/03/2022	RAYNE WATER CONDITIONING INC	WATER CONDITIONING OCT 2022	CHECK	68.50
251919	11/03/2022	RIVERSIDE COUNTY SHERIFF'S OFF	POLICE REPORT	CHECK	13.00
251920	11/03/2022	RIVERSIDE CTY RECORDERS OFFC	LIEN RELEASE JUL 2022	CHECK	719.00
251921	11/03/2022	ROTARY CLUB OF LAKE ELSINORE	CORPORATE DUES	CHECK	1,000.00
251922	11/03/2022	SAFETY KLEEN SYSTEMS INC	INDUSTRIAL SERVICE & SUPPLIES	CHECK	1,842.53
251923	11/03/2022	SANTA ROSA REGIONAL RESOURCES AUTH	MONTHLY COST SHARE NOV 2022 & CIP EXPENDITURES FY 2022-2023-2 ND QTR BILLING	CHECK	195,709.46
251924	11/03/2022	SDI PRESENCE LLC	IT MASTER PLAN AUG 2022	CHECK	8,890.00
251925	11/03/2022	SOUTH COAST A Q M D	EMISSIONS & PERMIT RENEWAL FEES	CHECK	1,241.22
251926	11/03/2022	SOUTH COAST WATER	1040 MB DI EXCHANGE	CHECK	180.00
251927	11/03/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICE OCT 2022	CHECK	1,804.88
251928	11/03/2022	STATE WATER RESOURCES CONTROL	RECYCLED WATER FEES 07/01/2021 - 06/30/2022	CHECK	8,897.00
251929	11/03/2022	STILLWATER SCIENCES	LAKE ELSINORE NUTRIENT OFFSETS JUL 2022	CHECK	2,889.50
251930	11/03/2022	UNITED PARCEL SERVICE	DELIVERY SERVICE	CHECK	347.96
251931	11/03/2022	VERIZON BUSINESS	REMOTE LOCATION PHONE LINES FOR EQUIPMENT ALARMS	CHECK	32.51
251932	11/10/2022	AIRGAS USA, LLC	CYLINDER RENTAL SEP 2022	CHECK	130.98
251933	11/10/2022	ALLAN ZABECKI, LLC	WEB DEVELOPMENT SERVICES OCT 2022	CHECK	2,662.50
251934	11/10/2022	APPLE ONE INC	TEMPORARY SERVICES OCT 3033	CHECK	17,817.26
251935	11/10/2022	CONTROLWORKS INC.	MAINTENANCE OF ADMIN BUILDING HVAC AUTOMATION SYSTEM OCT 2022	CHECK	3,410.00
251936	11/10/2022	CREDIT MANAGEMENT, LP	BAD DEBT COLLECTION SEPT 2022	CHECK	479.28
251965	11/10/2022	DANGELO CO	WATERWORKS & FIRE PROTECTION SUPPLIES	CHECK	3,552.01
251966	11/10/2022	DAVID TAUSSIG AND ASSOCIATES INC	SPECIAL TAX CONSULTING SERVICES SEPT 2022	CHECK	29,375.00
251967	11/10/2022	LAGUNA VAULT, LLC	OFFSITE RECORDS STORAGE OCT 2022	CHECK	392.90
251968	11/10/2022	EASTERN MUNICIPAL WATER DIST	RECYCLED WATER OCT 2022	CHECK	3,692.82
251969	11/10/2022	F.M. THOMAS AIR CONDITIONING INC	HVAC MAINT & REPAIR OCT 2022	CHECK	15,310.86
251970	11/10/2022	FEDERAL EXPRESS CORPORATION	DELIVERY SERVICE OCT 2022	CHECK	8,046.84
251971	11/10/2022	G.M. SAGER CONSTRUCTION CO.	ASPHALT & CONCRETE OCT 2022	CHECK	6,700.00



Payment Ratification Report

Cash Disbursements for 10/28/2022 through 11/22/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
251972	11/10/2022	GREATAMERICA FINANCIAL SERVICE	COPIER LEASE OCT 2022	CHECK	2,694.83
251973	11/10/2022	HAZEN AND SAWYER	PUMP STATION CONDITIONAL ASSESSMENT & PRIORITIZATION SEPT 2022	CHECK	6,370.00
251974	11/10/2022	NATIONAL GARAGE DOOR	ON-CALL ROLL-UP DOOR AND GATE MAINTENANCE AUG 2022	CHECK	3,325.00
251975	11/10/2022	PACIFIC PREMIER BANK	ESCROW ACCOUNT FOR DOWNING CONSTRUCTION	CHECK	10,279.64
251978	11/10/2022	CAL WEST APPRAISAL SERVICES	APPRAISAL SERVICES	CHECK	110.00
251979	11/10/2022	SOUTH COAST A Q M D	ANNUAL RENEWAL FEES	CHECK	8,171.01
251980	11/10/2022	SOUTH COAST WATER	1040 MB DI USAGE OCT 2022	CHECK	40.00
251981	11/10/2022	SOUTH COAST WATER	1040 MB DI EXCHANGE OCT 2022	CHECK	120.00
251982	11/10/2022	SOUTHERN CALIFORNIA EDISON	ELECTRIC INVOICES OCT 2022	CHECK	353,215.69
251983	11/10/2022	SOUTHWEST PIPELINE AND TRENCHLESS	CANYON LAKE SEWER REHAB APR 2022	CHECK	336,308.55
251984	11/10/2022	SPOK INC	PAGER INVOICE NOV 2022	CHECK	159.40
251985	11/10/2022	STILLWATER SCIENCES	2022 LAKE ELSINORE NUTRIENT OFFSETS OCT 2022	CHECK	9,307.37
251986	11/10/2022	TPX COMMUNICATIONS	MAIN DISTRICT PHONES LINES & INTERNET OCT 2022	CHECK	15,256.53
251987	11/10/2022	UNIVERSAL WASTE SYSTEMS INC	WASTE ACTIVATED SLUDGE HAULING SERVICE OCT 2022	CHECK	12,888.61

REFUNDS/REBATES

251886	11/03/2022	DOWNING CONSTRUCTION INC	CUSTOMER REFUNDS	CHECK	1,245.00
251887	11/03/2022	AIMEE LEPORE	CUSTOMER REFUNDS	CHECK	82.57
251888	11/03/2022	HILLTOP GROUP INC.	CUSTOMER REFUNDS	CHECK	120.63
251889	11/03/2022	LIZETTE GUZMAN	CUSTOMER REFUNDS	CHECK	36.10
251890	11/03/2022	SHAWN SIMMON	CUSTOMER REFUNDS	CHECK	13.29
251891	11/03/2022	ALL AMERICAN ASPHALT	CUSTOMER REFUNDS	CHECK	888.35
251892	11/03/2022	MAISABEL VIRAMONTES	CUSTOMER REFUNDS	CHECK	148.93
251893	11/03/2022	VANESSA BRUCE	CUSTOMER REFUNDS	CHECK	59.99
251894	11/03/2022	HILLTOP GROUP INC.	CUSTOMER REFUNDS	CHECK	163.45
251895	11/03/2022	ERICKA ISAAC	CUSTOMER REFUNDS	CHECK	150.30
251896	11/03/2022	ANJILLIE MADIGAN	CUSTOMER REFUNDS	CHECK	205.69
251897	11/03/2022	RICHMOND AMERICAN HOMES	CUSTOMER REFUNDS	CHECK	82.31
251898	11/03/2022	ZENON VARGAS	CUSTOMER REFUNDS	CHECK	90.54
251899	11/03/2022	BEIXIA WU	CUSTOMER REFUNDS	CHECK	167.12
251900	11/03/2022	LANA AUGUST	CUSTOMER REFUNDS	CHECK	103.32
251901	11/03/2022	JOEL POBLETES REYES	CUSTOMER REFUNDS	CHECK	87.61
251902	11/03/2022	TRISTEN GIROUX	CUSTOMER REFUNDS	CHECK	69.46
251903	11/03/2022	ROSA SANCHEZ	CUSTOMER REFUNDS	CHECK	141.83
251904	11/03/2022	OFFERPAD LLC	CUSTOMER REFUNDS	CHECK	89.77



Payment Ratification Report

Cash Disbursements for 10/28/2022 through 11/22/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
251937	11/10/2022	KRISTIE RODRIQUE	CUSTOMER REFUNDS	CHECK	38.86
251938	11/10/2022	MARIA MARISCAL	CUSTOMER REFUNDS	CHECK	61.79
251939	11/10/2022	BRECKENRIDGE PROPERTY FUND 2016 LLC	CUSTOMER REFUNDS	CHECK	120.23
251940	11/10/2022	OPENDOOR LABS INC	CUSTOMER REFUNDS	CHECK	111.92
251941	11/10/2022	MIGUEL ANGEL	CUSTOMER REFUNDS	CHECK	185.21
251942	11/10/2022	MO PAC ENTERPRISES INC.	CUSTOMER REFUNDS	CHECK	956.55
251943	11/10/2022	JAVIER GARCIA	CUSTOMER REFUNDS	CHECK	146.38
251944	11/10/2022	IRENE REYES VAGA	CUSTOMER REFUNDS	CHECK	158.66
251945	11/10/2022	JULIE BROSIUS	CUSTOMER REFUNDS	CHECK	86.25
251946	11/10/2022	ANNITA ZAMORA	CUSTOMER REFUNDS	CHECK	75.27
251947	11/10/2022	SCOTT EVERT	CUSTOMER REFUNDS	CHECK	112.70
251948	11/10/2022	DANIEL FOUTS	CUSTOMER REFUNDS	CHECK	124.17
251949	11/10/2022	GILL KIM	CUSTOMER REFUNDS	CHECK	63.14
251950	11/10/2022	VIRGINIA PEYKOFF	CUSTOMER REFUNDS	CHECK	153.77
251951	11/10/2022	KB HOME COASTAL INC	CUSTOMER REFUNDS	CHECK	33.80
251952	11/10/2022	KB HOME COASTAL INC	CUSTOMER REFUNDS	CHECK	25.54
251953	11/10/2022	KB HOME COASTAL INC	CUSTOMER REFUNDS	CHECK	69.81
251954	11/10/2022	KB HOME COASTAL INC	CUSTOMER REFUNDS	CHECK	450.61
251955	11/10/2022	KB HOME COASTAL INC	CUSTOMER REFUNDS	CHECK	92.51
251956	11/10/2022	KB HOME COASTAL INC	CUSTOMER REFUNDS	CHECK	27.58
251957	11/10/2022	JAMES STRAHAM	CUSTOMER REFUNDS	CHECK	162.98
251958	11/10/2022	PAUL DENDRINOS	CUSTOMER REFUNDS	CHECK	119.57
251959	11/10/2022	BARRI FINANCIAL	CUSTOMER REFUNDS	CHECK	266.64
251960	11/10/2022	MIKE YOUNG	CUSTOMER REFUNDS	CHECK	150.33
251961	11/10/2022	SUIGLY MERIDA	CUSTOMER REFUNDS	CHECK	33.35
251962	11/10/2022	JESUS IZABAL	CUSTOMER REFUNDS	CHECK	157.58
251963	11/10/2022	ESTATE OF KEITH DAVID WILLIAMS	CUSTOMER REFUNDS	CHECK	146.61
251964	11/10/2022	DIANA SANCHEZ	CUSTOMER REFUNDS	CHECK	188.90
251976	11/10/2022	FROYLAN ALFARO	HOT WATER REBATE	CHECK	175.00
251977	11/10/2022	EUGENE BOWERS	POOL COVER REBATE	CHECK	50.00



Payment Ratification Report

Cash Disbursements for 10/28/2022 through 11/22/2022

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
VIRTUAL PAYMENT PROGRAM					
683	11/03/2022	AMERICAN MATERIAL CO	BUILDING, ELECTRICAL & SMALL TOOLS	VIRTUAL	1,496.02
684	11/03/2022	BEST BEST AND KRIEGER	LEGAL SERVICES AUG 2022	VIRTUAL	157,505.31
685	11/03/2022	CALOLYMPIC GLOVE AND SAFETY	SAFETY SUPPLIES	VIRTUAL	1,211.05
686	11/03/2022	CINTAS CORPORATION	TOWELS, MATS, JANITORIAL SUPPLIES	VIRTUAL	1,256.18
687	11/03/2022	CUES INC	ANNUAL SOFTWARE 2022-2023	VIRTUAL	2,500.00
688	11/03/2022	FIRST CHOICE SERVICES	COFFEE & LUNCHROOM SUPPLIES	VIRTUAL	13.65
689	11/03/2022	ICONIX WATERWORKS (US) INC	WATERWORKS INVENTORY SUPPLIES	VIRTUAL	2,263.51
690	11/03/2022	POLYDYNE INC	CHEMICALS SEPT & OCT 2022	VIRTUAL	22,443.66
691	11/03/2022	UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT OCT 2022	VIRTUAL	1,398.55
692	11/10/2022	AMERICAN MATERIAL CO	BUILDING, ELECTRICAL & SMALL TOOLS	VIRTUAL	909.39
693	11/10/2022	ANIMAL PEST MANAGEMENT SERVICES INC	PEST CONTROL OCT 2022	VIRTUAL	510.50
694	11/10/2022	AQUA METRIC SALES COMPANY	METERS	VIRTUAL	6,707.70
695	11/10/2022	CALOLYMPIC GLOVE AND SAFETY	SAFETY INVENTORY SUPPLIES	VIRTUAL	499.19
696	11/10/2022	CINTAS CORPORATION	TOWELS, MATS, JANITORIAL SUPPLIES	VIRTUAL	628.09
697	11/10/2022	FIRST CHOICE SERVICES	COFFEE & LUNCHROOM SUPPLIES	VIRTUAL	1,310.31
698	11/10/2022	INNOVATIVE DOCUMENT SOLUTIONS	DISTRICT NETWORK COPIERS	VIRTUAL	406.16

Reviewed By: 

Date: 11/15/2022



Elsinore Valley Municipal Water District

Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 22, 2022

TO: Board of Directors

FROM: General Manager

**SUBJECT: A PROFESSIONAL SERVICES AGREEMENT WITH LEE + RO, INC.
FOR THE GOETZ ROAD INTERTIE PROJECT**

STRATEGIC GOAL

Optimize and Diversify Water Sourcing
Maintain and Upgrade Infrastructure

RECOMMENDATION

The General Manager and staff recommend that the Board of Directors:

1. Approve a Professional Services Agreement with LEE + RO, Inc. in the amount of \$149,849.00;
2. Authorize \$749.00 for overhead and \$39,574.00 for staff time;
3. Authorize the total expenditure in the amount of \$190,172.00 to the Capital Improvement Fund, with funding provided from the Elsinore Water Replacement Fund; and
4. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

The Elsinore Valley Municipal Water District (District) has two main sources of water supply to the Canyon Lake area which include the Canyon Lake Water Treatment Plant and a 33-inch transmission main that crosses the Interstate 15 freeway. The Canyon Lake Water Treatment Plant is currently offline, but the Canyon Lake Treatment Plant Improvement project is currently in design and is slated to be completed in 2027.

To improve system reliability and redundancy for the Canyon Lake, Tuscany Hills, and Canyon Hills area (collectively, Canyon Lake area), Staff developed two projects:

- Lakeshore Booster Station Upgrades; and
- Goetz Road Intertie with Eastern Municipal Water District (Eastern).

The projects collectively provide two additional water supply sources to the Canyon Lake area.

The District has already taken steps to analyze and upgrade the Lakeshore Booster Station to redirect flow to the Canyon Lake area through a waterline in the Franklin Street bridge. The Lakeshore Booster Station is located along Lakeshore Drive on the west side of the I-15 Freeway at Diamond Drive. The upgrades are underway and will be completed in early 2023 by District Staff.

The second project, Goetz Road Intertie, will create an emergency interconnection with Eastern along Goetz Road north of Railroad Canyon Road. Staff engaged Eastern to discuss the project and are currently working on an Interconnection Agreement with Eastern for the project. The project will provide a second supply source along the east end of the Canyon Lake area. The project will provide a bidirectional meter to enable either District to supply water in an emergency situation.

On August 25, 2022, the District solicited proposals for Engineering Design services for the Goetz Road Intertie Project. On October 11, 2022, four proposals were received by the deadline. A review panel was established to evaluate the proposals. Based on firm qualifications, experience, and project understanding, staff concluded that LEE + RO, Inc. is most qualified. The evaluation ratings are as follows:

Proposal Evaluation Criteria ¹	Cost Evaluation	Overall Quality of Proposal	Relevant Qualifications / Experience	Scope of Work and Schedule	Understanding of Project and Project Approach	Total Score
<i>Weight</i>	<i>10%</i>	<i>10%</i>	<i>25%</i>	<i>25%</i>	<i>30%</i>	<i>100%</i>
Kimley-Horn and Associates, Inc.	71.67	75.00	195.83	166.67	180.00	689.17
LEE + RO, Inc.	73.33	78.33	195.83	191.67	255.00	794.17
Albert A. Webb Associates	60.00	75.00	200.00	191.67	210.00	736.67
Dudek	83.33	75.00	200.00	187.50	235.00	780.83

¹ The evaluation criteria are recommended and approved by BB&K

Staff presented this item at the November 7, 2022 Engineering and Operations Committee Meeting. After careful review, the Committee and staff recommend award of a Professional Services Agreement with LEE + RO, Inc. in the amount of \$149,849.00. This item, including overhead of \$749.00, as well as staff time (195 hours) & fringe benefits of \$39,574.00, totals \$190,172.00.

ENVIRONMENTAL WORK STATUS

Staff plans to file a Notice of Exemption with the Riverside County Clerk’s Office as a project categorically exempt from CEQA requirements.

FISCAL IMPACT

Within Budget - Yes

Originated by: Jason Dafforn – Engineering

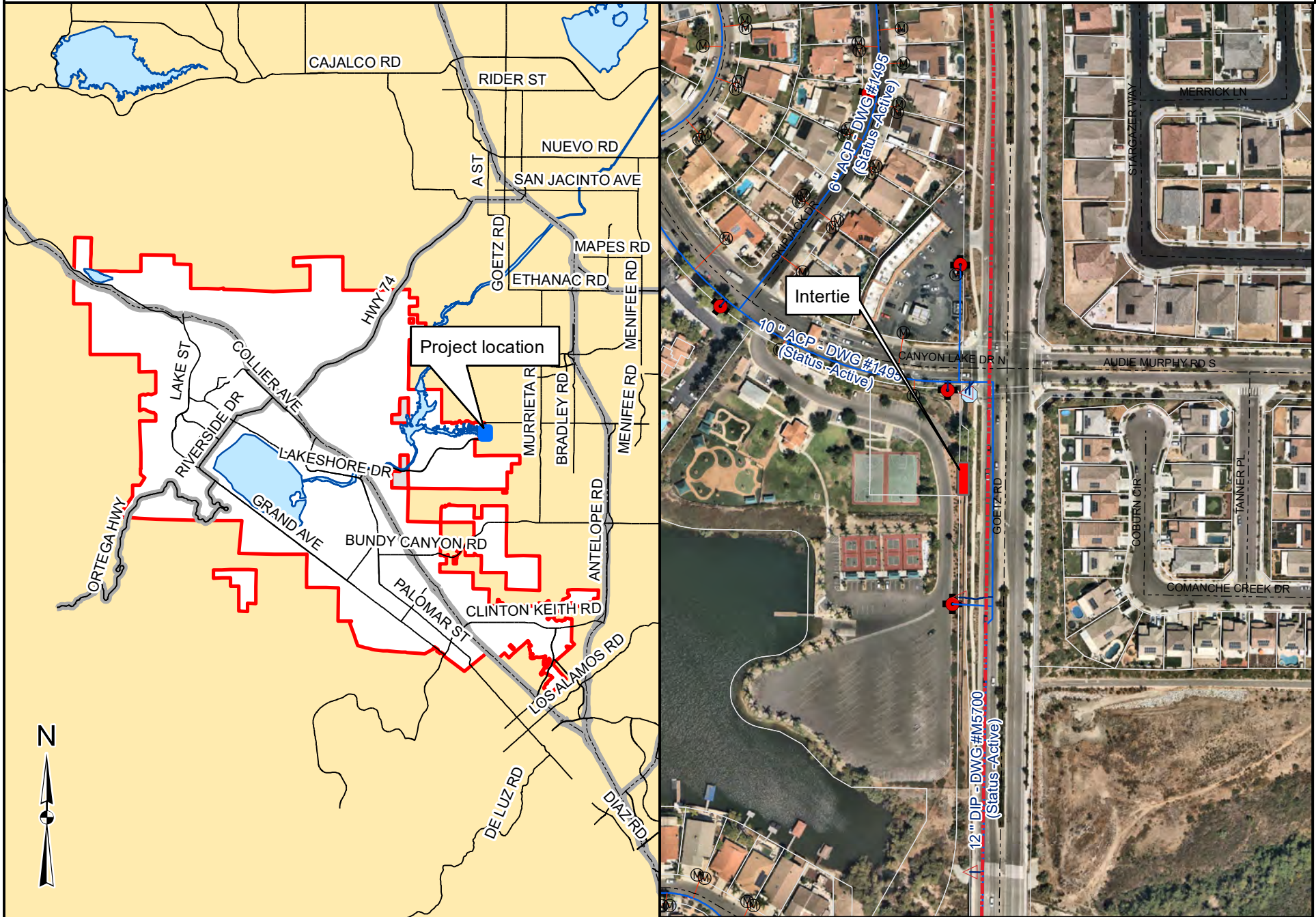
Reviewed by: Art Landeros/Scott Thompson - Finance

Attachments:

Signed Agreement – LEE + RO, Inc.

Location Map

Goetz Rd Intertie C2315



**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING DESIGN SERVICES FOR THE GOETZ ROAD INTERTIE PROJECT**

1. PARTIES AND DATE.

This Agreement is made and entered into this day of _____, by and between the Elsinore Valley Municipal Water District, a California municipal water district with its principal place of business at 31315 Chaney St., Lake Elsinore, CA 92531 (“District”) and LEE & RO, Inc., a Corporation, with its principal place of business at 1199 South Fullerton Road, City of Industry, CA 91748 (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Engineering Design services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Consultant to render such services for the Engineering Design Services for the Goetz Road Intertie Project project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope and Schedule of Services.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Engineering Design consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from November 23, 2022 to August 31, 2024, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “A” attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, District shall respond to Consultant’s submittals in a timely manner. Upon request of

District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2 Fees and Payments.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Forty-Nine Thousand Eight Hundred Forty-Nine Dollars (\$149,849.00) without written approval by District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.2.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by District.

3.3 Responsibilities of Consultant.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally,

Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.3.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Eric Magee, Boyana Angelova, and Murthy Kadiyala.

3.3.5 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.3.6 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.7 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total

compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The District has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the District's office and shall be made available for viewing to any interested party upon request. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Registration and Labor Compliance. If the services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

(c) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.3.8 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.9 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.3.10 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by

the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.4 Representatives of the Parties.

3.4.1 District's Representative. The District hereby designates Vanessa Hinger, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.4.2 Consultant's Representative. Consultant hereby designates Murthy Kadiyala, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to District), indemnify and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6 Insurance.

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

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

(a) Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Consultant shall maintain limits no less than \$2,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE GOETZ ROAD INTERTIE PROJECT

(c) Workers' Compensation and Employer's Liability Insurance.

Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) Professional Liability.

Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$2,000,000 per claim.

(e) Excess Liability (if necessary).

The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self-Insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

(f) All Coverages.

The Consultant is required by this Agreement to state that: (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; If any of the required coverages expire or cancel during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to District at least ten (10) days prior to the cancellation or expiration date. and (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents, and volunteers.

(g) Separation of Insureds; No Special Limitations.

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

(h) Deductibles and Self-Insurance Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents, and volunteers; and insurer shall provide or be endorsed to provide that the deductibles or SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured or (ii) the Consultant shall procure a bond

guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.6.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII or equivalent, or as otherwise approved by the District.

3.6.4 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

3.6.5 Reporting of Claims. Consultant shall report to the District, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.7 Termination of Agreement.

3.7.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.7.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.7.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.8 Ownership of Materials and Confidentiality.

3.8.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall

be and remain the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.8.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the District.

3.8.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.8.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.8.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the Services.

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE GOETZ ROAD INTERTIE PROJECT

Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.9 Subcontracting/Subconsulting.

3.9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.10 General Provisions.

3.10.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

Elsinore Valley Municipal Water District
31315 Chaney St
Lake Elsinore, CA 92531
Attn: Vanessa Hinger
Email: vhinger@evmwd.net

CONSULTANT:

LEE & RO, Inc.
1199 South Fullerton Road
City of Industry, CA 91748
Attn: Murthy Kadiyala
Email: murthy.kadiyala@lee-ro.com

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.10.3 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.10.4 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.10.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.10.6 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.10.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.10.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.10.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.10.10 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.10.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.10.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.10.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.10.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.10.15 Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

3.10.16 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.10.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.10.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.10.19 Signatures. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

3.10.20 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES ON THE FOLLOWING PAGE

**SIGNATURE PAGE TO THE
PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING DESIGN SERVICES FOR THE GOETZ ROAD INTERTIE PROJECT**

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By: _____
Greg Thomas, General Manager

Dated: _____

LEE & RO INC.

By: _____
(Authorized Representative of Vendor)

Printed Name: Charles Ro _____

Title: President _____

Dated: November 2, 2022 _____

**EXHIBIT A
SCOPE OF SERVICES**



Celebrating 40 years
as partners in possibility.

1199 South Fullerton Road
City of Industry, CA 91748

626-912-3391
lee-ro.com

October 18, 2022

Ms. Vanessa Hinger, P.E.
Associate Engineer – Capital Projects
Elsinore Valley Municipal Water District
31315 Chaney Street
Lake Elsinore, CA 92530

Subject: Proposal for Engineering Design Services for the Goetz Road Intertie with Eastern Municipal Water District Project (WO C2315)

Dear Ms. Hinger:

LEE + RO brings water infrastructure engineering experience, including pipelines, pump stations and pressure reducing station modification projects. The firm's relevant experience is included in Section D of this proposal. To lead this project, we are proud to propose **Murthy Kadiyala, PE, PLS** as the Project Manager with technical oversight from **Eric Magee, PE, PACP, ENV SP**. Mr. Kadiyala is a licensed civil and land surveyor with 18 years of hands-on water infrastructure experience, including the planning, design, and construction management of pipeline, pump station, and civil design projects. To provide expedited project deliverables **Boyana Angelova, PE, QSD/QSP**, will assist Murthy. We are proposing a **technically excellent, detail-oriented team of design professionals** who are committed to meeting the needs of your staff and providing a successful project for the District.

LEE + RO has worked on many projects similar in scope to the Goetz Road Intertie project such as for the City of San Diego's pressure reducing stations for water and sewer groups and Palm Avenue metering and pressure reducing station. LEE + RO is currently completing the MCC and Control Panels Condition Assessment project for the District, in which engineering and field services are provided to conduct condition assessments for PCCs and Pump Control Panels to generate a prioritized list for future Capital Improvements Projects.

LEE + RO has a clear understanding of the project background and goals. Our fees for engineering services is **\$149,849**. The labor hours and fees are detailed in **Section C** of the proposal. Our team is available and ready to commence work on a notice of award. As the Principal-in-Charge for this project, I will personally oversee the commitment of resources required to produce the deliverables on time and within budget.

LEE + RO sincerely appreciates the opportunity to be of service to the District. If you have any questions or concerns, please do not hesitate to contact me.

Respectfully Submitted,

LEE + RO, Inc.

Eric Lovering, PE
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Principal-in-Charge
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B. UNDERSTANDING OF PROJECT AND PROJECT APPROACH

Project Background

Elsinore Valley Municipal Water District (EVMWD, District) has several water sources of which Canyon Lake reservoir is the one from which Canyon Lake WTP treats the water and pumps it to the 1622 PZ Canyon Lake pressure zone, which serves the Canyon Lake area surrounding the reservoir. Based on EVMWD's 2016 Water System Master Plan, this pressure zone has a large storage deficit and surplus pumping capacity. The Master Plan recommended several storage improvements (3 MG short term and 0.9 MG long term) to the 1622 PZ even though the entire District as a whole has surplus storage. This is due to the inability to pump water from the lower zones during emergencies such as power outages, wildfires etc. The Master Plan also recommended fire flow pipeline improvements to many undersized 6-inch diameter AC water mains in Canyon Lake to maintain minimum residual pressures during fire events. See Figure B-1 for a vicinity map of the area.

The Canyon Lake area was developed in the 70s which later incorporated into the City of Canyon Lake. This City is unique in that it shares the border with the Canyon Lake Property Owners Association (POA). All emergency services are provided from within the gated community.

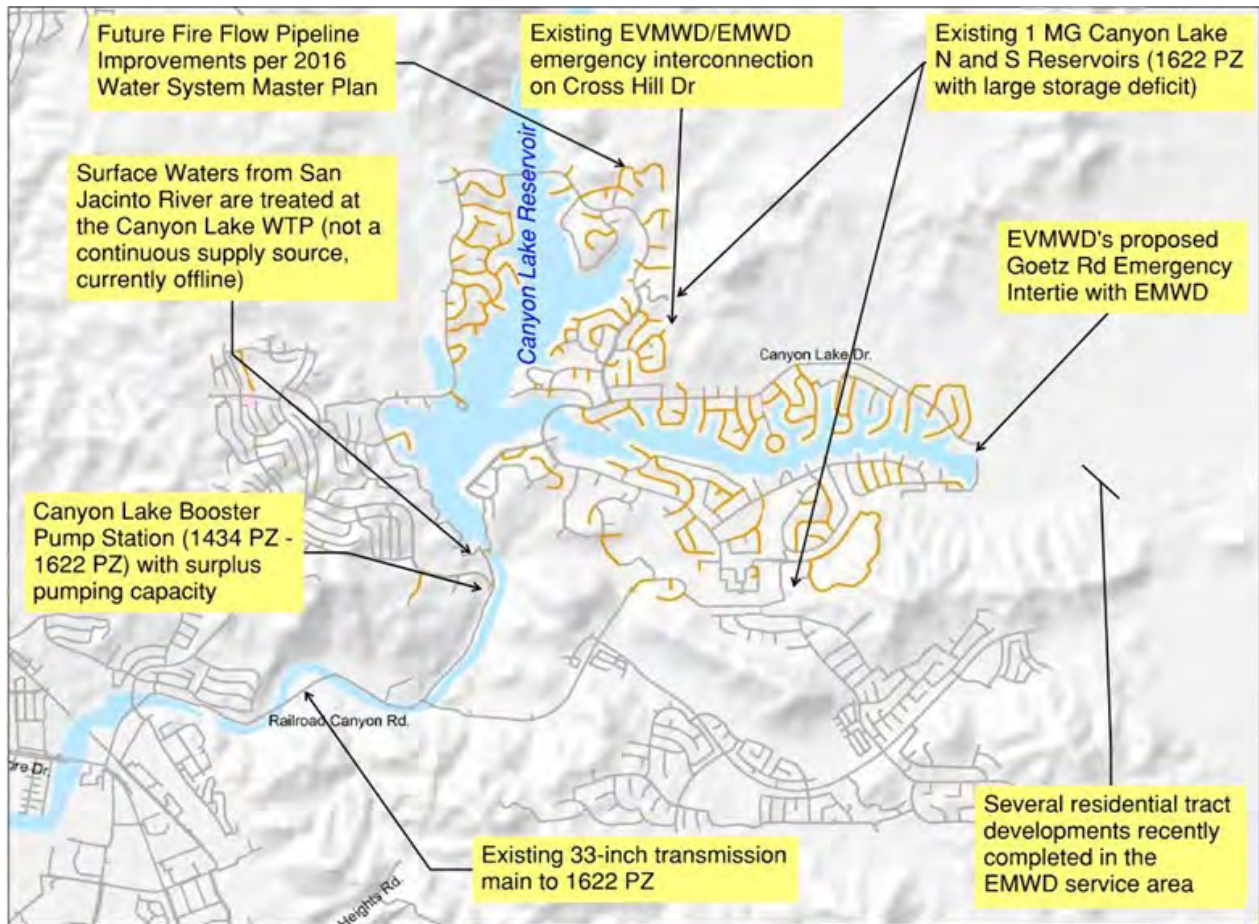


Figure B-1 – Canyon Lake Vicinity Map

Project Understanding

As noted in the RFP, the Canyon Lake WTP is currently offline, which may be partially attributed to historical drought conditions in the southland. This leaves the Canyon Lake area without any redundancy and one active water supply source supplied by the existing 33-inch diameter transmission mains crossing I-15 at Diamond Dr/Railroad Canyon Road exit. The lack of a redundant water source is the key project driver for EVMWD to initiate the proposed Goetz Road intertie connection with EMWD.

Furthermore, as described earlier, the fire flow and pipeline deficiencies in the Canyon Lake area, make the need for this project even more urgent. With this project, EVMWD can afford to defer or reduce the scope of some of the Capital Improvement Projects recommended by the Master Plan in the Canyon Lake area, resulting in indirect savings to the District. Based on our lookup of the Master Plan, there is another nearby existing emergency intertie connection with EMWD in Cross Hill Drive in Canyon Lake, but its status or condition is unknown and will be inquired during preliminary design.

Per the RFP, this connection will be an “emergency” intertie connection which is capable of flow in either direction. Upon investigation of the EMWD service area east of Goetz Road, there are large residential tracts which completed construction in the last several years, which adds more water demands to this part of the EMWD’s 1627 PZ. The pressures on the EMWD side are likely lower upon buildout of the vacant parcels, which justifies the need for a bi-directional intertie connection in case of emergencies. Furthermore, both pressure zones are nearly hydraulically equivalent which precludes the need for breaking large water heads to transfer flows from one District to the other.

Project Approach

EVMWD has a preselected site for the proposed Goetz Road emergency intertie connection, approximately 200 LF south of Canyon Lake Drive North and west of Goetz Road behind sidewalk near the right angle bends in the perimeter block wall. See **Figure 2** for location of the proposed intertie.

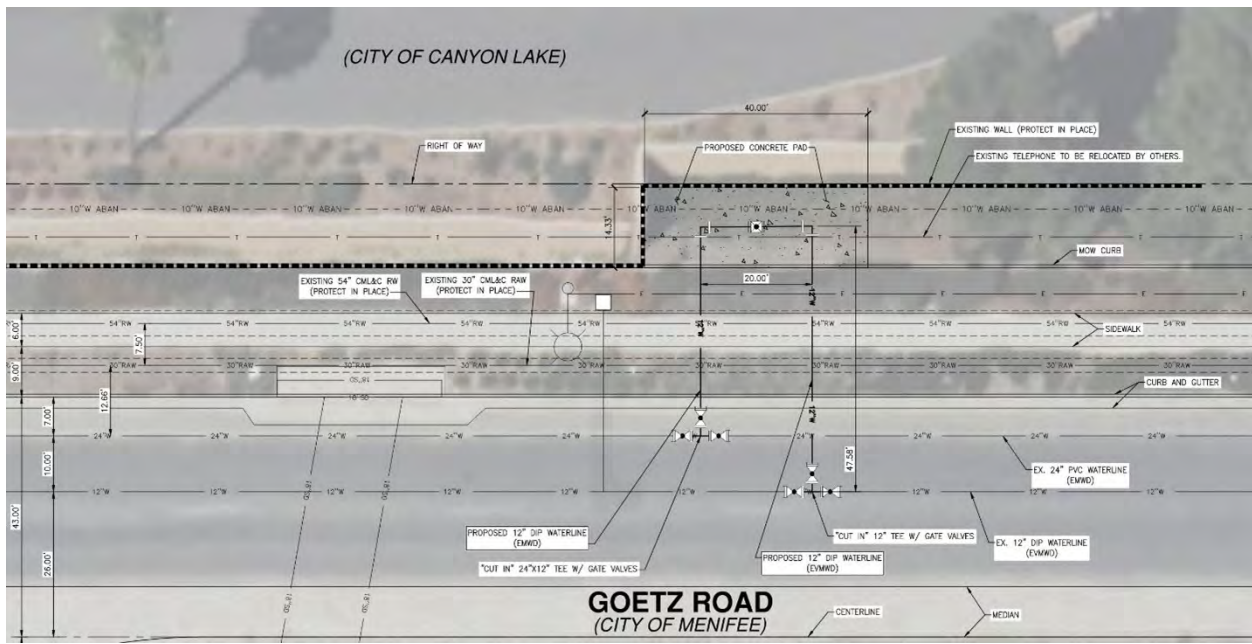


Figure 2 – Intertie Location Map

After the necessary permits/easements are acquired, construction can start off by clearing and grubbing the designated area near the block wall. There is a known existing telephone line which needs to be protected/relocated; and, there is an abandoned 10-inch ACP water main that requires to be snap cut, handled, and disposed per regulations. EVMWD can help field locate this line to be removed. There are no known mature trees that need clearing or trimming. The existing split face block wall and its footing to be protected in place.

Pipe Sizing

A 12-inch diameter ductile iron pipe (DIP), epoxy coated aboveground, and asphalt coated below grade, can be installed so the meter and the Cla-Val (if needed) rise up above ground and are easily accessible and serviceable.

A 12-inch diameter ductile iron tee with gate valve(s) will be cut-in to the existing 12-inch DIP EVMWD water main. A 24-inch x 12-inch ductile iron tee with gate valve(s) will be cut-in to the existing 24-inch diameter PVC EMWD pipe. All joints will be fully restrained and the pressure class will be selected to match the highest pressures in either water systems.

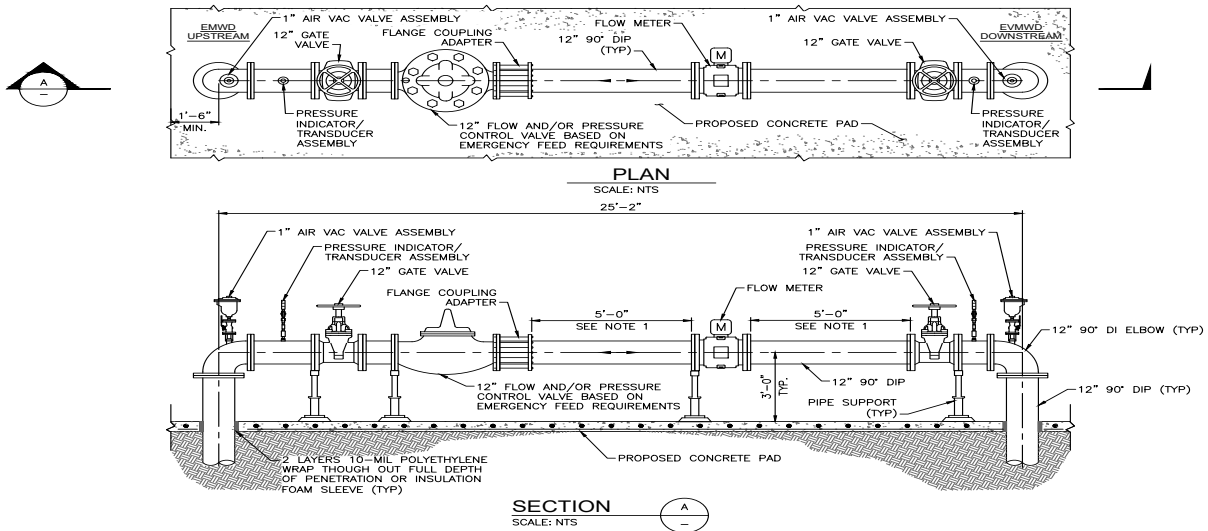
Temporary shutdown of the EVMWD and EMWD water mains appears feasible for cutting in valves, which will be discussed in the contract documents. LEE + RO will prepare pipeline shutdown plans for cut-in and disinfection of the water mains.

Pressure and Flow Control

If EVMWD’s intent is to control pressures, not to exceed a set maximum downstream pressure and/or maintain a minimum upstream pressure, the appropriate pressure reducing/pressure sustaining pilot tubing and model of the globe valve can be selected. It becomes critical to denote the direction of normal flow in this case. The flow arrow imprinted on the Cla-Val points to the up and over the seat flow direction, which is considered the normal flow, which can be set to EVMWD receiving flows from EMWD. Reverse flow is the opposite over and down the valve flow direction. Alternately, the Cla-Val can be selected to control flows not to exceed a maximum amount in one or both directions. It can be selected to control both pressures and flows or even be selected so each direction performs a separate and independent function. This design criteria will be selected based on discussions with EVMWD and their operators, prior to collaborating with EMWD.

Flow Meter

The proposed bidirectional meter will be of the propeller type as requested by the District. Propeller meters such as Model ML04 Water Specialties meter from McCrometer with flow straightening vanes will be specified. Manufacturer’s upstream and downstream straight pipe length requirements will be incorporated into the design. It is best to incorporate these requirements into the mechanical piping layout, see **Figure B-3** for a conceptual layout. References will be made to approved manufacturers on the contract documents. The District does not want any electrical or SCADA connections to the proposed emergency intertie connection.



- NOTES:**
1. FLOW METER SHALL ALLOW BI-DIRECTIONAL FLOW.
 2. DISTANCE UPSTREAM AND DOWNSTREAM OF FLOW METER SHALL BE DETERMINED DURING DESIGN PHASE BASED ON PERFORMANCE AND MANUFACTURER.

Figure B-3 - Mechanical Plan and Section of Intertie

Exhibit "A"**Site Improvements**

A reinforced concrete pad will be designed for the entire footprint of the proposed intertie, estimated to be approximately 35' long by 15' wide upon which the riser pipes, pipe supports, and stanchions will be mounted. Adequate walk around space will be provided all around the intertie for maintenance purposes. A commercial driveway entrance is not anticipated, as maintenance trucks can drive over the greenbelt for the occasional maintenance that is needed for the components. A matching block wall and/or chain link fence with privacy slats or screens can be designed as required by EVMWD. A 3' wide single leaf manual gate is deemed adequate for access to the site.

Permits

LEE + RO will start initial coordination with the City of Menifee/City of Canyon Lake soon after the technical memo review meeting, by sharing the preliminary design plans with them. The encroachment permit applications will be filled in and applications turned in after the 90% review meeting. Our approach is to keep the agencies informed of the impending work well in advance, for the application review to go smoothly. LEE + RO will also identify if crossings require DDW approvals.

Easements

LEE + RO will first identify the necessary limits of permanent and temporary construction easements during preliminary design. Upon EVMWD's review and authorization to prepare easement legal descriptions and plats, LEE + RO will follow suit and submit for the Board's approval. It is important to avoid any rework for the easements, as the entire easement process could have serious implications of the project schedule.

QA/QC

LEE + RO's QA/QC plan for this Project includes:

- Review of project deliverables and definition of procedures and required standards.
- Identification of elements of the Project review requiring special quality control attention or emphasis.
- Identification of technical experts required for and consultation.
- Estimate of resources required for quality control functions.
- Description of specific quality control procedures to be followed in particular activities, including the level and frequency of review required.
- Accompany each submittal with a written statement from the Principal-in-Charge of the project that the documents are checked for completeness, accuracy, and consistency.

Drawings List

Below is a preliminary drawings list developed by LEE + RO for Goetz Road Intertie:

Drawing Count	Drawing Number	Drawing Description
1	G-1	Title Sheet and Vicinity Map
2	G-2	General Notes And Abbreviations
3	G-3	Sheet Index
4	G-4	Construction Notes
5	C-1	Site Plan
6	C-2	Interconnect Pipeline Plan And Profile
7	C-3	Interconnect Pipeline Plan And Sections
8	C-4	Civil Details
9	M-1	Mechanical Details
10	M-2	Mechanical Plan
11	M-3	Mechanical Sections

SCOPE

TASK 1 -PROJECT REVIEW

- 1.1 General: LEE + RO will review all documents and any concerns or potential problems shall be brought to the attention of the District immediately.
- 1.2 Permits: LEE + RO will coordinate with the City of Canyon Lake and/or City of Menifee for construction encroachment permitting.
- 1.3 Environmental: LEE + RO will shall prepare environmental documents to comply with CEQA. A negative declaration is expected.
- 1.4 Easements: LEE + RO's project manager is a licensed land surveyor and can navigate the legal framework for the easement agreement. LEE + RO will assist in an easement agreement with the Canyon Lake Property Owner Association (POA) for the interconnection. LEE + RO will be responsible for providing and recording necessary plat/legal description for the anticipated easement for the District as well as Eastern Municipal Water District.

TASK 2 -KICK-OFF MEETING

- 2.1 General: LEE + RO will lead and establish the kick-off meeting generally about 2-3 weeks following the NTP. LEE + RO will send out agendas, take attendance, and take notes.

TASK 3 -TECHNICAL MEMORANDUM

- 3.1 General: LEE + RO will prepare a Technical Memorandum (TM) that includes an evaluation of the interconnection location, easement requirements, and preliminary plans. The work shall include, but not limited to, a search of utilities, a review of proposed utility and agency projects, a review of geotechnical reports, a determination of permit & easement requirements, pipe materials, hydraulic verification of pressures, and preparation of plot plans and exhibits.
- 3.2 Guidelines: LEE + RO will conform to the District Design Guidelines and standards of professional engineering practice. Any deviations shall be noted and discussed.
- 3.3 Materials Options: LEE + RO will investigate and discuss proposed pipe and appurtenance materials in the specification. LEE + RO will use the District standards and Accepted Materials Guidelines as a starting point.
- 3.4 Submittal of Draft Memo: LEE + RO will prepare, assemble, and submit the TM, as a 30% submittal. The Draft TM shall address issues included in the Scope of Work. The TM submittal shall include as a minimum the following:
 - 3.4.1 Proposed alignment evaluation
 - 3.4.2 All calculations, hydraulics and other pertinent information
 - 3.4.3 Documentation of utility contacts, permit requirements and other documentation as necessary
 - 3.4.4 Easement requirements
- 3.5 Final Memo: LEE + RO will incorporate the District comments within the final TM and submit as an electronic copy only. Calculations and other supporting documents shall be submitted separately.
- 3.6 Review: A review time of three (3) weeks is scheduled for District review time.
- 3.7 Deliverable: LEE + RO will submit an electronic searchable pdf copy plus three (3) printed copies of the Draft TM and an electronic copy of the Final TM.

Exhibit "A"**TASK 4 -SURVEYING SERVICES**

- 4.1 Records: The District will provide all the available existing record drawings and property survey information. LEE + RO's survey partner is The Prizm Group (TPG) who will provide the surveying services for the project.
- 4.2 Control: TPG will provide the following surveying services: field survey to establish both horizontal, vertical and topography control. Surveys will be referenced to permanent monuments. The team will field locate permanent survey monuments in the right-of-way and ensure they are noted on project documentation. All sewer manholes and storm drain manways and vault inverts at potential points of connection shall be surveyed.
- 4.3 TPG will provide topographic survey including surface contours at 1-foot intervals for the pipeline alignment and will tie-in to established project survey control. Horizontal control will be relative to the datum of NAD83 State Plane Coordinates, 2011.00 Epoch (OCS) with coordinates based on the California coordinate system of 1983 (CCS83), Zone VI. Vertical Control will be relative to the National Geodetic vertical datum of NGVD88, County of Riverside. Record right-of-way (ROW) mapping using GPS, survey monuments to compile a ROW base survey map from record information.
- 4.4 Temporary Construction Easement (TCE): The team will determine if a temporary easement will be required. If required, the team will review the existing easement/right-of-way documents and prepare plat/legal description. The plat/legal documents will be prepared by a California Licensed Surveyor and submitted to the County of Riverside to be recorded.

TASK 5 -GEOTECHNICAL

- 5.1 LEE + RO's geotechnical partner is Leighton Consulting (LC). LEE + RO has attached LC's proposal for services with our proposal.
- 5.2 Soil Boring Sampling: LC will collect soil samples for testing at the project location – one at the interconnection meter site and one along the pipeline alignment. Sampling will assist to define the soils properties, groundwater levels, and rock encounters. Two (2) soil boring samples will be taken.
- 5.3 Soil Boring Locations: The team will plot on a map and attach to the report the soil boring locations. The borings will include coordinates consistent with the project survey and will be plotted on the drawings. Complete logs of the soil profiles will be included in the report. LC will produce a list of pavement and base thicknesses to be included as a separate table in the report.
- 5.4 Pavement Information: At each geotechnical boring location, LC will include the thickness of the existing pavement and sub-base in the report.
- 5.5 Depth Borings: LC will provide borings adequate to characterize the soils to a depth of at least four (4) feet below the proposed pipeline. LEE + RO will provide preliminary information to LC to coordinate the borings.
- 5.6 Report: The geotechnical report will cover the following items:
 - 5.6.1 Corrosive potential of the soil, including testing for chlorites, sulfates, and resistivity
 - 5.6.2 Soil pH
 - 5.6.3 Soil classification of each strata in accordance with Unified Soil Classification system
 - 5.6.4 Physical descriptions of the soils encountered
 - 5.6.5 Water table / ground water encountered
 - 5.6.6 Seasonal variations of water table
 - 5.6.7 Existing pavement and base material thickness
 - 5.6.8 In-situ unit weight and moisture content as tested by Consultant
 - 5.6.9 California Bearing Ratio (CBR) and/or Sand Equivalent values for soils under pavement that is being replaced, if required, by the City of Canyon Lake and/or County of Riverside

Exhibit "A"

- 5.6.10 Coefficients of internal friction and cohesion of in-situ undisturbed soils
- 5.6.11 On-site Organic Vapor Analyzer (OVA) test results for potential hydrocarbon contaminants
- 5.6.12 Benzene, Toluene and Xylene (BTX) test per EPA guideline 8020 and Total Hydrocarbons (TPH) tests per EPA guideline, should the OVA reading be equal to or greater than 45 ppm (Four (4) tests are budgeted)
- 5.7 Report Recommendations Specifications: The geotechnical report will provide recommendations regarding the provisions to be included in the construction specifications. Recommendations will include the following information: dewatering specifications, trench shoring specifications, backfill material and compaction specifications, road base repairs, and provisions for corrosion protection. Use of the native material as backfill in the trench zone and upper zone shall be specifically addressed. If the native material is not suitable, then LC will provide recommendations for suitable backfill material.
- 5.8 Deliverable: LEE + RO will submit and draft report to the District for review. LEE + RO will submit electronic searchable pdf and three (3) printed copies. Final report to be delivered during final design in electronic format.

TASK 6 -POTHOLING OF EXISTING UTILITIES

- 6.1 General: LEE + RO's potholing partner is BESS Test Labs. LEE + RO will submit a proposed pothole map for review and comment prior to potholing. A total of 5 potholes are budgeted using ASCE 38-02, Level A. Air vacuum excavation will be used at pre-determined locations. Once data has been collected the excavation will be backfilled with the native material and the surface restored. If necessary, LEE + RO will obtain permits associated with the potholing activities. All potholes shall be repaired per the District and/or permitting agency requirements. A hard copy and PDF version of the final pothole report shall be provided to the District. The pothole report shall include at a minimum the items listed in the RFP.

TASK 7 -60% SUBMITTAL: PLANS, TECHNICAL SPECIFICATIONS AND COST ESTIMATE

- 7.1 General: Once the 30% design submittal has been reviewed and accepted by the District, LEE + RO will begin the 60% design.
- 7.2 Plans: LEE + RO will provide plan and profile views of the proposed pipeline. Major utilities will be avoided and existing utilities should be shown. Drawings will be produced in the latest version of AutoCad.
 - 7.2.1 The plans will include general details for the street repairs including the existing pavement section, the new pavement cross section, and width of grinding and overlay that may be required.
 - 7.2.2 The plans will include general details needed to define and construct the project. Standard drawings may be included in the plans or specifications. Special details will be included in the plans.
 - 7.2.3 The materials of construction will be called out in the plans. Details regarding the materials will be included in the specifications. The plans will be detailed enough to where quantities can be determined. Actual quantities will not be included until the 90% plans.
- 7.3 Technical Specifications: LEE + RO will produce the project specifications in Construction Specifications Institute (CSI). The specifications will include a table of contents and a 60% level of the following sections: technical provisions, modifications to the District standards, a list of standard drawings, list of bid items, and highlighted or noted where information is to be developed.
 - 7.3.1 The District will provide a generic set of contract documents, bid sheets, and technical specifications. LEE + RO, with consent of the District, may provide their own standards.
 - 7.3.2 The Specifications will include specific information regarding permits, traffic control special conditions including hours or work if differs from the District's contract documents, and environmental controls. Specific information regarding local agency or utility company requirements will be included.
 - 7.3.3 The Specifications should cover piping; piping appurtenances; concrete; structural work; material specifications; site stormwater best management controls; special considerations and equipment; scheduling and milestones; coordination with the District operations department; and pipeline disinfection requirements.

Exhibit "A"

7.3.4 The District Front End Documents: The District's Notice of Inviting Bids, Instructions to Bidders, Proposal Forms, Standard Reference Specification, and General Conditions will be reviewed by LEE + RO to ensure that the technical specifications do not contradict the contract documents. This will be done at this stage or the 100% submittal stage.

- 7.4 Cost Estimate: LEE + RO will provide a Class 2 estimate of probable cost. Each of the estimate sheets will indicate the project name, contract number, discipline, design percentage completion, cost index, name of the estimator, and the name of the checker. LEE + RO takes no exception to subsections 7.4.1 to 7.4.2.
- 7.5 Review: A review time of three (3) weeks is scheduled for District review time. LEE + RO will meet with the District in a review workshop setting. LEE + RO will prepare minutes of the meeting as well as maintain a decision log.
- 7.6 Deliverable: LEE + RO will provide electronic copies plus three (3) printed full-size drawings and specifications. Electronic copies (searchable pdf, Word format, and CAD files) will be provided of all submitted materials.

TASK 8 -90% SUBMITTAL: PLANS, TECHNICAL SPECIFICATIONS AND COST ESTIMATE

- 8.1 Plans, Technical Specifications, and Cost Estimate: LEE + RO will provide the project deliverables for the 90% submittal which includes the completed plans, technical specifications (CSI format), and a Class 1 detailed engineer's cost estimate. The submittal will also include a response to all District comments made on the 60% submittal.
- 8.2 Permits: LEE + RO will identify and obtain required permit approvals and signatures from affected agencies on the District's behalf. LEE + RO will prepare and process all permit applications, including exhibits required by the issuing agency, and will furnish the required number of copies of plans and exhibits. Permit fees will be paid by the District.
- 8.2.1 California Department of Drinking Water (DDW): LEE + RO will prepare a letter, figures and details as needed to obtain project approval. The submission to DDW shall be done by the District.
- 8.3 Traffic and Detour Plans: LEE + RO will provide Traffic Control criteria. Traffic Control Plans (TCP) are not required however information will be provided in the specifications for the contractor to bid.
- 8.4 Review: A review time of three (3) weeks is scheduled for District review time. LEE + RO will meet with the District in a review workshop setting. LEE + RO will prepare minutes of the meeting as well as maintain a decision log.
- 8.5 Deliverable: LEE + RO will provide electronic copies (searchable pdf, Word format, and CAD files) for all submitted materials.

TASK 9 -FINAL SUBMITTAL: PLANS, TECHNICAL SPECIFICATIONS AND COST ESTIMATE

- 9.1 Plans, Technical Specifications, and Cost Estimate: LEE + RO will provide the project deliverables for the 100% plans, specifications, and construction contract package after the District's acceptance of the 90% submittal. The 100% Submittal will include design calculations, plans, specifications, other contract documents, utility search documentation, survey documentation, geotechnical report, permits, response to comments, and certification of Quality Assurance.
- 9.2 Review: A review time of three (3) weeks is scheduled for District review time. LEE + RO will budget 2 hours of meeting via MS Teams for review questions.
- 9.3 Final Bid Package: LEE + RO will assist the District in preparing the final bid package from the 100% submittal.
- 9.4 Other Information: LEE + RO will supply copies of survey information, design calculations, and design support information.
- 9.5 Deliverable: LEE + RO will include electronic copies of all documents (searchable pdf, Word format, CAD files for Drawings), one (1) copy of mylar prints of the full-size plans, and one (1) reproductive copy of full-size plans and specifications.

TASK 10 -BIDDING SERVICES

- 10.1 General: LEE + RO will provide services including attending a pre-bid meeting, answering questions from bidders about the plans and technical specifications, preparing bidding addendum documents, and a final set of conformed set of plans and specifications.

Exhibit "A"**TASK 11 -ENGINEERING SERVICES DURING CONSTRUCTION**

- 11.1 General: LEE + RO will provide professional services for construction support.
- 11.2 Construction Liability Policies: LEE + RO takes no exception to the scope item and will be familiar with District policies, as reflected in District's standard specifications, regarding construction liability.
- 11.3 Pre-Construction Meeting: LEE + RO will attend a pre-construction conference scheduled by the District. LEE + RO will address construction concerns at the conference and comment on the Contractor's proposed means of construction and preliminary schedule.
- 11.4 Submittals:
 - 11.4.1 Shop Drawings/Submittals: LEE + RO will review shop and work drawings submitted by the Contractor for compliance with the project specifications and plans. LEE + RO has budgeted a total of four (4) shop drawing/submittal reviews.
 - 11.4.2 Reports, Certifications and Tests: LEE + RO will review vendor and lab reports, certifications or material test and inspections, and correlate reports with the intentions of the Plans and Specifications. LEE + RO has budgeted two (2) reviews.
- 11.5 Consultation and Meetings
 - 11.5.1 Consultation: LEE + RO will provide consultation and advice to District staff. A total of four (4) consultation periods are budgeted and shall include, but not be limited to, responding to requests for information and requests for clarification. LEE + RO will estimate the number of RFIs for this project. LEE + RO will respond to reasonable Contractor RFIs regardless of number estimated in the proposal.
 - 11.5.2 Meetings: LEE + RO has budgeted four (4) meetings to resolve construction issues, requested by District staff.
- 11.6 Change Orders: LEE + RO will assist the District with change orders. Assistance shall include preparation of change order drawings and specifications, providing opinions as to whether change orders are warranted, and assistance with cost estimates.
- 11.7 Record Drawings: LEE + RO will prepare record drawings when construction work has been completed and accepted by the District.
- 11.8 Deliverable: LEE + RO will submit full-size drawings set in mylars and provide electronic copies (CAD and pdf version).

TASK 12 -QUALITY ASSURANCE/QUALITY CONTROL AND PROJECT ADMINISTRATION

- 12.1 General: LEE + RO will administer a program of Quality Assurance/Quality Control (QA/QC) procedures for producing quality work and will manage and control the work. Specific procedures shall include, but shall not be limited to, planning, coordination, cost control, checking, reviewing and scheduling the work.
- 12.2 Information provided by the District and Others: The District recognizes that there is a risk inherent with Consultant's use of provided documents and that it is impractical to determine the validity of all such information. LEE + RO will therefore review information provided to them and give the District an opinion of the risk associated with reliance on such information. The District will determine whether to accept the risk or require additional verification of the information.
- 12.3 Document Printing, Checking Bid Documents: LEE + RO is responsible for the cost of printing plans, reports, and specifications during the project development and during the record drawings phase. The District will perform the compilation, printing and binding of all final bid documents when advertised for construction. LEE + RO will check a copy of the documents to ensure it is complete and correctly compiled.
- 12.4 QA/QC: LEE + RO will subject all documents prepared by LEE + RO to the in-house QA/QC procedures prior to submittal to the District for review. Each submittal shall be accompanied by a written statement from the Principal-in-Charge of the project that the documents being submitted have been checked for completeness, accuracy, and consistency.
- 12.5 Checking: LEE + RO will perform discipline checks of all design calculations, drawings, specifications, construction cost estimates, and reports. LEE + RO will perform an integrated design review for multidisciplinary documents to provide coordination and avoid conflicts in the documents. Qualified individuals who are not directly involved in the design or supervision

Exhibit "A"

of the work shall check the work.

- 12.6 Response to Comments: LEE + RO will respond in writing to the District comments made during the review process. LEE + RO will complete the District comment sheets with the responses. Each drawing shall have a certification signature block. The person who responds to the District's comments shall initial and date each drawing sheet upon completing the responses to comments. The Project Manager shall review the responses and shall acknowledge such by initialing and dating each drawing sheet. The project specifications shall have a similar signature block on the first page.
- 12.7 Lack of Response and Delay: Not complying with comment response requirements may cause the rejections of subsequent submittals and thus delay the project. In these instances, LEE + RO will be responsible to accelerate the schedule to make up delays and for any costs involved.
- 12.8 Monthly Progress Reports, Schedules, and Billing Report: LEE + RO will submit monthly progress reports for review by the tenth day of the following month. Reports must include, as a minimum: (1) current activities, (2) future activities, (3) potential items that are not included in the Scope of Work, (4) concerns, problems and possible delays, (5) percentage of completion, and (6) budget status.
- 12.9 Schedule: LEE + RO will generate a detailed project design schedule at the beginning of the design phase and shall update the schedule monthly. Updates shall be submitted monthly with progress reports and shall be submitted for review by the tenth day of the following month. The schedule submittal shall include an electronic copy.
- 12.10 Billing: LEE + RO will bill each month for work performed on the project during the previous month. All invoices shall utilize the District's invoicing template as a cover sheet which includes a break down by task and fee component (labor, overhead, profit, etc.), in a format similar to that submitted in the proposal. The exact invoice format shall be established at the kick-off meeting. The invoices shall reflect monthly progress by task. The monthly progress reports must be submitted timely and

C. COST PROPOSAL

FEE ESTIMATE

Project Tasks	Labor Category: E8 Managing Engineer; E7 Supervising Engineer; E5 Senior Engineer; E4 Engineer; E3 Associate Engineer; T4 Senior Designer; T3 Designer; A1 Administrative Assistant/Word Processor								Total Hours	Total Labor	Subs	ODCs	Total Fees
	E8	E7	E5	E4	E3	T4	T3	A1					
	\$287	\$258	\$214	\$200	\$180	\$160	\$137	\$124					
Task 1: Project Review													
Task 1.1 General: Verify project design and constructibility	1		1					1	3	\$625			\$625
Task 1.2 Permits: Encroachment - City of Canyon Lake/Menifee			8	8					16	\$3,312			\$3,312
Task 1.3 Environmental: Prepare documents			8	16				1	25	\$5,036			\$5,036
Task 1.4 Easements: District Plat/legal for Canyon Lake POA			16						16	\$3,424			\$3,424
Subtotal Task 1: Project Review	1	0	33	24	0	0	0	2	60	\$12,397	\$0	\$0	\$12,397
Task 2: Kick Off Meeting													
Task 2.1 Kick Off Meeting		3	3	3				1	10	\$2,140		\$150	\$2,290
Subtotal Task 2: Kick Off Meeting	0	3	3	3	0	0	0	1	10	\$2,140	\$0	\$150	\$2,290
Task 3: Technical Memorandum													
Task 3.1 General: Prepare tech memorandum			8	8		12		2	30	\$5,480			\$5,480
Task 3.2 Guidelines: Design to conform with District standards and standards of engineering practice		2							2	\$516			\$516
Task 3.3 Materials Options: Consultant shall investigate and discuss material options			2	4					6	\$1,228			\$1,228
Task 3.4 Submittal of draft memo									0	\$0			\$0
Task 3.4.1 Proposed alignment evaluation			4	8		8			20	\$3,736			\$3,736
Task 3.4.2 Calculations, hydraulics, and other information		1	8	4					13	\$2,770			\$2,770
Task 3.4.3 Documentation of utility contacts, permit requirements, and other			2	5					7	\$1,428			\$1,428
Task 3.4.4 Easement requirements			6	2					8	\$1,684			\$1,684
Task 3.5 Final memo			4	8					12	\$2,456			\$2,456
Task 3.6 Review: 3 weeks for District review			1						1	\$214			\$214
Task 3.7 Deliverable: Electronic and 3 printed copies				2				2	4	\$648		\$200	\$848
Task 3: Technical Memorandum	0	3	35	41	0	20	0	4	103	\$20,160	\$0	\$200	\$20,360
Task 4: Surveying Services													
Task 4.1 Records: District to provide available records, LEE + RO team to complete records			1	2				1	4	\$738			\$738
Task 4.2 Control: Field survey			1						1	\$214	\$5,330		\$5,544
Task 4.3 Topographic survey with surface contours 1-ft intervals									0	\$0			\$0
Task 4.4 Temporary construction easement, if required									0	\$0			\$0
Task 4: Surveying Services	0	0	2	2	0	0	0	1	5	\$952	\$5,330	\$0	\$6,282
Task 5: Geotechnical													
Task 5.1 Qualified Geotechnical Engineering Firm								1	1	\$124	\$13,700		\$13,824
Task 5.2 Soil Boring Sampling - assume 2 boring samples									0	\$0			\$0
Task 5.3 Soil Boring Locations: with survey coordinates			1						1	\$214			\$214
Task 5.4 Pavement Information: thickness of pavement and sub-base									0	\$0			\$0
Task 5.5 Depth Borings: at least 4-ft below proposed pipeline									0	\$0			\$0
Task 5.6 Report			1						1	\$214			\$214
Task 5.6.1 - 5.6.12 Items listed in the RFP will be provided in the report									0	\$0			\$0
Task 5.7 Report Recommendations Specifications									0	\$0			\$0
Task 5.8 Deliverable				1					1	\$200			\$200
Task 5: Geotechnical	0	0	2	1	0	0	0	1	4	\$752	\$13,700	\$0	\$14,452
Task 6: Potholing of Existing Utilities													
Task 6.1 LEE + RO to provide potholing of proposed alignment - up to 5 locations			1	1				1	3	\$538	\$7,030		\$7,568
Task 6: Potholing of Existing Utilities	0	0	1	1	0	0	0	1	3	\$538	\$7,030	\$0	\$7,568
Task 7: 60% Submittal: Plans, Technical Specifications and Cost Estimate													
Task 7.1 General: Acceptance of the technical memo, begin 60% design			8	16					24	\$4,912			\$4,912
Task 7.2 Design Plans			16	16		56			88	\$15,584			\$15,584
Task 7.3 Technical Specifications			4	8				8	20	\$3,448			\$3,448
Task 7.4 Cost Estimates			4	8					12	\$2,456			\$2,456
Task 7.5 Review: 3 weeks for District review, meeting budgeted			3	3					6	\$1,242			\$1,242
Task 7.6 Deliverable: Electronic copies, 3 printed copies full size drawings and specifications			1	1				1	3	\$538			\$538
Task 7: 60% Submittal: Plans, Technical Specifications and Cost Estimate	0	0	36	52	0	56	0	9	153	\$28,180	\$0	\$0	\$28,180
Task 8: 90% Submittal: Plans, Technical Specifications and Cost Estimate													
Task 8.1 Plans, Technical Specifications and Cost Estimate			16	16				24	56	\$9,912			\$9,912
Task 8.2 Permits			12	8					20	\$4,168			\$4,168
Task 8.3 Traffic and detour plans: provide TC criteria			8	16	4				28	\$5,632			\$5,632
Task 8.4 Review: 3 weeks for District review			1						1	\$214			\$214
Task 8.5 Deliverable: Electronic copies, 3 printed copies full size drawings and specifications			1	1				1	3	\$538			\$538
Task 8: 90% Submittal: Plans, Technical Specifications and Cost Estimate	0	0	38	41	4	0	24	1	108	\$20,464	\$0	\$0	\$20,464
Task 9: Final Submittal: Plans, Technical Specifications and Cost Estimate													
Task 9.1 Plans, Technical Specifications and Cost Estimate			12	16				16	44	\$7,960			\$7,960
Task 9.2 Review: 3 weeks for District review			1						1	\$214			\$214
Task 9.3 Final bid package			1	2				4	7	\$1,162			\$1,162
Task 9.4 Other information: copies of survey information, design calculations, and design support		2	2	8					12	\$2,544			\$2,544
Task 9.5 Deliverable: Electronic copies all documents, 1 Mylar & 1 copy full size printed copies and specifications			2	1				8	11	\$1,848			\$1,848
Task 9: Final Submittal: Plans, Technical Specifications and Cost Estimate	0	2	18	27	0	0	28	1	76	\$13,728	\$0	\$0	\$13,728
Task 10: Bidding Services													
Task 10.1 Bidding support services			8		2				12	\$2,072			\$2,072
Task 10: Bidding Services	0	0	8	0	2	0	0	0	12	\$2,072	\$0	\$0	\$2,072
Task 11: Engineering Services During Construction													
Task 11.1 LEE + RO to provide professional services for construction support									0	\$0			\$0
Task 11.2 Construction liability policies			1					1	2	\$338			\$338
Task 11.3 Pre-Construction meeting			3						3	\$642			\$642
Task 11.4 Submittals: shop drawings/submittal reviews, reports, certifications and tests - Assume 6 total reviews			12	8					20	\$4,168			\$4,168
Task 11.5 Consultation and meetings: LEE + RO budgeting 8 meetings			24	9					33	\$6,936		\$200	\$7,136
Task 11.6 Change orders; LEE + RO budgeting 2 change order assistance			6	4					10	\$2,084			\$2,084
Task 11.7 Record drawings				2				8	10	\$1,496			\$1,496
Task 11.8 Deliverable: Submit full size drawings set in Mylars and electronic copies				1				6	7	\$1,022			\$1,022
Task 11: Engineering Services During Construction	0	0	46	24	0	0	14	1	85	\$16,686	\$0	\$200	\$16,886
Task 12: Quality Assurance/Quality Control and Project Administration													
Task 12.1 - 12.10 Quality Assurance/Quality Control and Project Administration Program	2	8	8		4				22	\$5,070		\$100	\$5,170
Task 12: Quality Assurance/Quality Control and Project Administration	2	8	8	0	4	0	0	0	22	\$5,070	\$0	\$100	\$5,170
TOTAL NOT-TO-EXCEED	3	16	230	216	10	76	66	22	641	\$123,139	\$26,060	\$650	\$149,849



Exhibit "A"

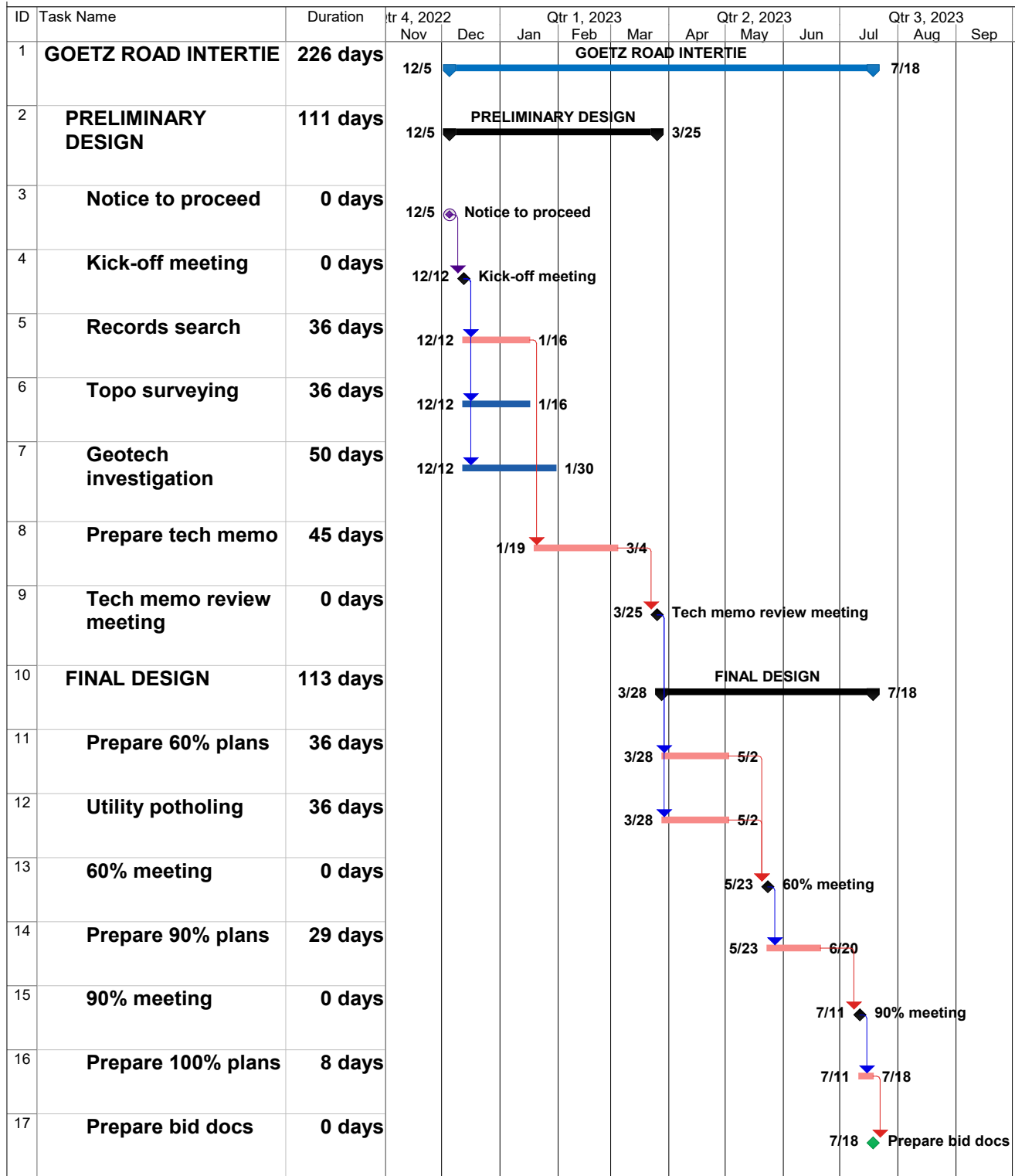
*Elsinore Valley Municipal Water District
Engineering Design Services for the Goetz Road Intertie with Eastern Municipal Water District Project
Work Order Number: C2315*

HOURLY BILLING RATE SCHEDULE
(Effective From November 1, 2022 to October 31, 2023)

PERSONNEL CLASSIFICATION			BILLING RATES (\$/HOUR)
ENGINEERS			
Engineer 8	E8	Managing Engineer	\$287
Engineer 7	E7	Supervising Engineer	\$258
Engineer 6	E6	Principal Engineer	\$240
Engineer 5	E5	Senior Engineer	\$214
Engineer 4	E4	Engineer	\$200
Engineer 3	E3	Associate Engineer	\$180
Engineer 2	E2	Assistant Engineer	\$160
Engineer 1	E1	Junior Engineer	\$137
CAD/ DESIGNERS			
Designer 6	T6	Principal Designer	\$200
Designer 5	T5	Senior Designer	\$180
Designer 4	T4	Designer	\$160
Designer 3	T3	Associate Designer	\$137
Designer 2	T2	Assistant Designer	\$119
Designer 1	T1	Junior Designer	\$100
FIELD PROFESSIONALS			
Field Professional 5	F5	Senior Resident Engineer	\$214
Field Professional 4	F4	Resident Engineer	\$200
Field Professional 3	F3	Senior Inspector	\$180
Field Professional 2	F2	Inspector	\$160
Field Professional 1	F1	Assistant Inspector	\$137
ADMINISTRATIVE			
Administrative 4	A4	Senior Contract Manager	\$156
Administrative 3	A3	Contract Manager	\$144
Administrative 2	A2	Senior Word Processor	\$134
Administrative 1	A1	Word Processor /Admin. Assistant	\$124

Exhibit "A"

PRELIMINARY PROJECT SCHEDULE





Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 22, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: A PUBLIC WORKS CONTRACT WITH SANCON TECHNOLOGIES, INC. FOR THE MANHOLE REHABILITATION FISCAL YEAR 2022 PROJECT

STRATEGIC GOAL

Maintain and Upgrade Infrastructure

RECOMMENDATION

The General Manager and staff recommend that the Board of Directors:

1. Approve a Public Works Contract with Sancon Technologies, Inc. in the amount of \$341,920.00;
2. Authorize \$1,710.00 for overhead and \$23,956.00 for staff time;
3. Authorize the total expenditure in the amount of \$367,586.00 to the Capital Improvement Fund, with funding provided from the Wastewater Replacement; and
4. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

The Elsinore Valley Municipal Water District (District) owns and maintains over 406 miles of sewer pipes, 9,276 manholes, 38 active lift stations, and three Water Reclamation Facilities. The District continuously inspects and maintains the sewer system to ensure proper operations. During routine inspections, staff observe manhole conditions and identify future rehabilitation needs. Recent inspections have identified several manholes in need of repair and rehabilitation.

Generally, manhole deterioration is caused by hydrogen sulfide gas that corrodes the interior concrete surface resulting in structural deficiencies and safety concerns. The District's Operations department maintains an active list of manholes that are nearing the end of their useful life. This list is used to develop and implement an ongoing Manhole Rehabilitation Program.

The current project will rehabilitate three sewer manholes within Caltrans Right of Way on Collier Avenue (State Route 74). The project will also include the replacement of four 4 ft diameter manholes with 5 ft diameter manholes in the Lakeland Village Community to meet District standards. Overall, the project will improve structural integrity, prevent failures, and reduce the possibility of sanitary sewer overflows.

On October 31, 2022 a Professional Services Agreement with Reilly Construction Management was executed under General Manager's authority.

The Project was advertised for bid on August 18, 2022 via PlanetBids. On September 29, 2022, one prequalified bidder submitted a bid by the deadline as follows:

Sancon Technologies, Inc. \$341,920.00

Staff performed a detailed review of the bid documents and checked references. Based on staff's analysis, Sancon Technologies, Inc is determined to be the lowest, responsive, and responsible bidder.

Staff presented this item at the November 7, 2022 Engineering and Operations Committee Meeting. After careful review, the Committee and staff recommend award of a Public Works Contract with Sancon Technologies, Inc. in the amount of \$341,920.00. This item, including overhead of \$1,710.00, as well as staff time (120 hours) & fringe benefits of \$23,956.00, totals \$367,586.00.

ENVIRONMENTAL WORK STATUS

Upon approval, staff plans to file a Notice of Exemption with the State Clearinghouse as this project is categorically exempt from CEQA requirements as an activity involving replacement or reconstruction of an existing facility (15301, 15302).

FISCAL IMPACT

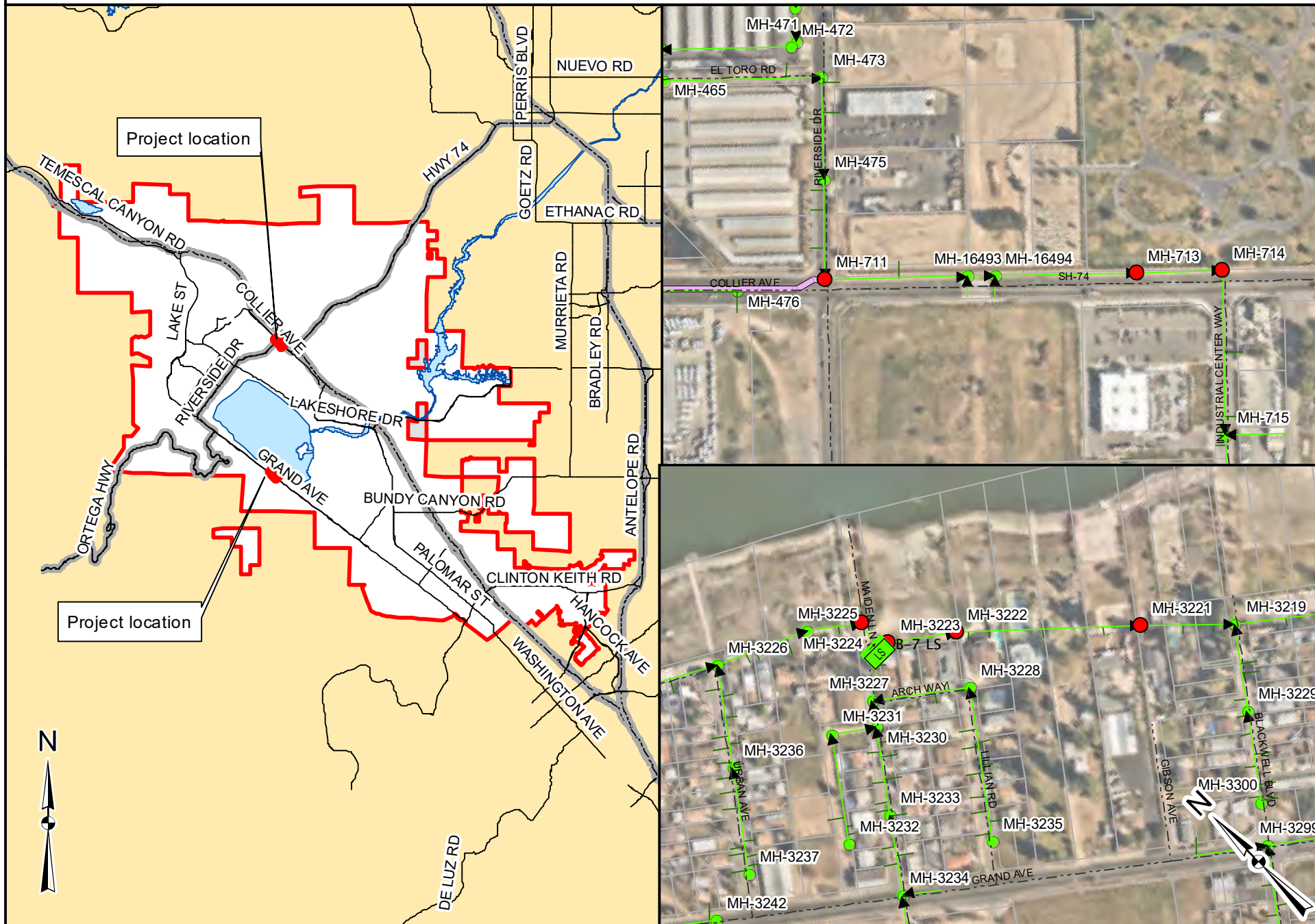
Within Budget – Yes.

Originated by: Jason Dafforn – Engineering
Reviewed by: Art Landeros/Scott Thompson - Finance

Attachments:

Signed Contract – Sancon Technologies, Inc.
Location Map

MANHOLE REHABILITATION FY 2022



Document Path: F:\ENGINE\3_District Projects\Manhole Rehabilitation FY2022 - C2231\5_Admin\Staff Reports\Backup Documents\Manhole Rehab FY22.mxd

00 52 13 – CONTRACT

This **CONTRACT, No. 1198** is made and entered into this 27th day of October, 2022, by and between Elsinore Valley Municipal Water District, sometimes hereinafter called "District," and Sancon Technologies, Inc., sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

MANHOLE REHABILITATION FISCAL YEAR 2022

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 90 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of three hundred forty-one thousand nine hundred twenty dollars (\$341,920.00). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form

Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Elsinore Valley Municipal Water District, "Standard Specifications and Drawings," as last revised
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Standard Plans for Public Works Construction, latest edition
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the District's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

Sancon Technologies, Inc.

**ELSINORE VALLEY MUNICIPAL
WATER DISTRICT**

Name of Contractor

By



Name and Title:

Ryan Helmuth, Vice President

License No.

774055

Date:

10/27/2022

By _____

Greg Thomas
General Manager

Date:

**(CONTRACTOR'S SIGNATURE MUST BE
NOTARIZED AND CORPORATE
SEAL AFFIXED, IF APPLICABLE)**

Approved as to form this _____ day of _____ 20____.

Attorney for Elsinore Valley Municipal Water
District

END OF CONTRACT

Notary Acknowledgment

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

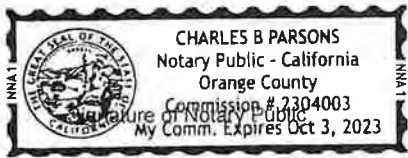
STATE OF CALIFORNIA
 COUNTY OF Orange

On October 27, 2022, before me, Charles Parson, Notary Public, personally appeared Ryan Helmuth, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.



(Handwritten Signature)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

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

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

_____ Title(s)

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above



Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 22, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: INVESTMENT REPORT, RECEIVE AND FILE

STRATEGIC GOAL

Maintain Financial Strength and Resiliency

RECOMMENDATION

The General Manager and staff recommend that the Board of Directors:

Receive and file the report

BACKGROUND

Not applicable.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Not applicable.

Originated by: Art Landeros – Finance

Reviewed by: Scott Thompson – Finance

Attachments:

Investment Report

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

INVESTMENT REPORT - Total District Investments

September 30, 2022

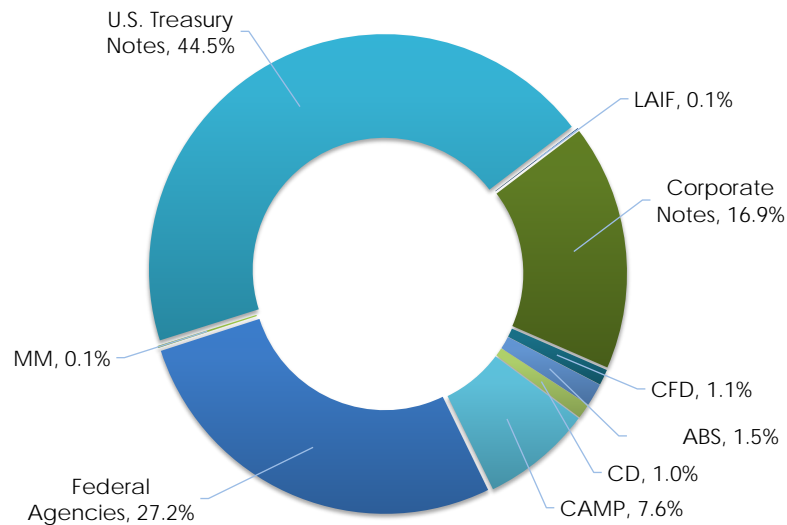
PORTFOLIO COMPLIANCE

Elsinore Valley Municipal Water District is in full compliance with the California Government Code Sections 53601 and 53635. The holdings in the investment pool are in compliance with the current investment policy statement.

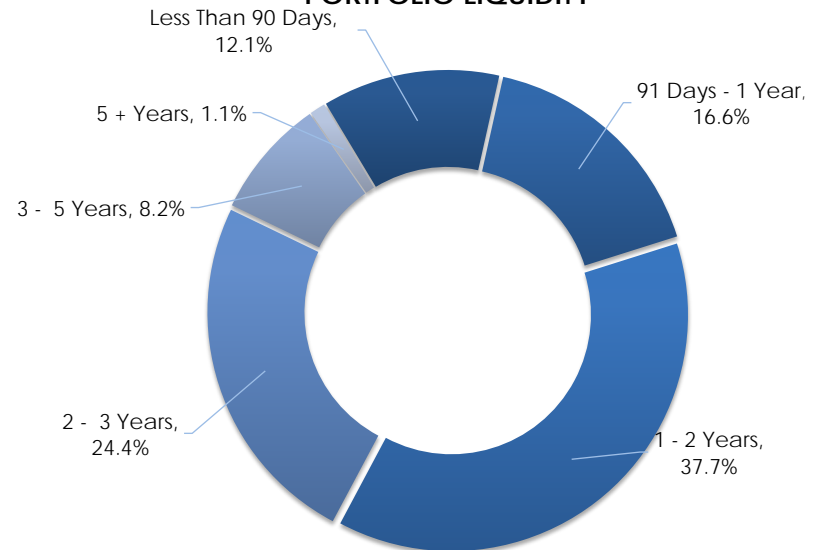
PORTFOLIO PERFORMANCE

	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>
Portfolio's Month-End Book Value	\$ 234,799,543	\$ 235,207,531	\$ 235,406,130	\$ 235,622,746	\$ 247,431,616	\$ 247,903,190
Month-End Market Value of Portfolio	\$ 227,875,376	\$ 229,037,766	\$ 227,841,566	\$ 228,739,861	\$ 238,694,089	\$ 236,673,443
Unrealized Gain (Loss)	\$ (6,924,167)	\$ (6,169,765)	\$ (7,564,564)	\$ (6,882,885)	\$ (8,737,527)	\$ (11,229,747)
Percent of Unrealized Gain or Loss	-2.95%	-2.62%	-3.21%	-2.92%	-3.53%	-4.53%
Current Yield	1.35%	1.38%	1.40%	1.46%	1.68%	1.78%
Monthly Interest & Dividends	\$ 56,052	\$ 340,625	\$ 179,101	\$ 161,614	\$ 267,987	\$ 342,638
Weighted Average Maturity (Days)	648	630	638	610	595	584

PORTFOLIO STRUCTURE



PORTFOLIO LIQUIDITY



* Source of Market Valuation: Interactive Data Inc.

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT REPORT - Total District Investments and Cash by Investment Category
September 30, 2022

CASH FLOW REQUIREMENT

Elsinore Valley Municipal Water District has sufficient funds to meet its expenditure requirements for the next 6 months.

INVESTMENT	INVESTMENT CATEGORY	MATURITY DATE	PAR VALUE	INTEREST RATE	ACQUISITION COST	MARKET VALUE	CREDIT RATING
US Treasury	Treasury Notes	12/29/22	3,500,000	0.575	3,481,161	3,472,910	TSY
US Treasury	Treasury Notes	04/30/23	4,500,000	1.625	4,502,285	4,437,405	TSY
US Treasury	Treasury Notes	05/31/23	4,200,000	1.625	4,177,195	4,132,716	TSY
US Treasury	Treasury Notes	07/15/23	4,000,000	0.125	3,989,063	3,873,920	TSY
US Treasury	Treasury Notes	10/31/23	4,000,000	1.625	4,003,594	3,886,880	TSY
US Treasury	Treasury Notes	12/15/23	5,000,000	0.125	4,973,242	4,757,800	TSY
US Treasury	Treasury Notes	01/31/24	5,250,000	2.250	5,365,459	5,110,140	TSY
US Treasury	Treasury Notes	02/15/24	3,000,000	0.125	2,981,250	2,833,710	TSY
US Treasury	Treasury Notes	03/15/24	4,000,000	0.250	3,990,938	3,772,040	TSY
US Treasury	Treasury Notes	04/15/24	4,000,000	0.375	4,001,406	3,766,080	TSY
US Treasury	Treasury Notes	04/30/24	4,000,000	2.000	4,195,000	3,858,280	TSY
US Treasury	Treasury Notes	05/15/24	4,000,000	0.250	3,988,281	3,747,200	TSY
US Treasury	Treasury Notes	06/15/24	4,000,000	0.250	3,973,750	3,736,080	TSY
US Treasury	Treasury Notes	06/30/24	2,750,000	1.750	2,874,932	2,632,905	TSY
US Treasury	Treasury Notes	07/15/24	3,600,000	0.375	3,594,516	3,361,356	TSY
US Treasury	Treasury Notes	08/15/24	4,000,000	0.375	3,977,344	3,721,080	TSY
US Treasury	Treasury Notes	08/31/24	2,500,000	1.250	2,568,652	2,362,900	TSY
US Treasury	Treasury Notes	09/15/24	3,300,000	0.375	3,292,395	3,061,410	TSY
US Treasury	Treasury Notes	10/31/24	3,500,000	1.500	3,635,352	3,309,705	TSY
US Treasury	Treasury Notes	12/15/24	4,000,000	1.000	4,011,719	3,727,360	TSY
US Treasury	Treasury Notes	01/31/25	3,800,000	1.375	3,959,719	3,559,232	TSY
US Treasury	Treasury Notes	02/28/25	3,000,000	1.125	2,973,398	2,786,010	TSY
US Treasury	Treasury Notes	03/31/25	3,500,000	0.500	3,496,445	3,193,085	TSY
US Treasury	Treasury Notes	04/30/25	3,500,000	0.375	3,505,469	3,170,370	TSY
US Treasury	Treasury Notes	05/31/25	4,000,000	0.250	3,938,750	3,597,800	TSY
US Treasury	Treasury Notes	09/30/25	6,000,000	3.000	6,023,906	5,790,720	TSY
US Treasury	Treasury Notes	10/31/25	4,000,000	3.000	4,016,406	3,857,520	TSY
US Treasury	Treasury Notes	11/15/25	3,500,000	2.250	3,409,082	3,295,880	TSY
SUB-TOTAL TREASURY NOTES			108,400,000		108,900,708	102,812,494	

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT REPORT - Total District Investments and Cash by Investment Category
September 30, 2022

CASH FLOW REQUIREMENT

Elsinore Valley Municipal Water District has sufficient funds to meet its expenditure requirements for the next 6 months.

INVESTMENT	INVESTMENT CATEGORY	MATURITY DATE	PAR VALUE	INTEREST RATE	ACQUISITION COST	MARKET VALUE	CREDIT RATING
FFCB	Federal Agency	10/11/22	4,000,000	1.375	3,989,720	3,998,200	Aaa
FHLB	Federal Agency	12/09/22	1,000,000	2.500	996,370	998,170	Aaa
FHLMC	Federal Agency	05/05/23	3,845,000	0.375	3,843,385	3,759,564	Aaa
FFCB	Federal Agency	06/08/23	650,000	0.350	647,764	633,282	Aaa
FFCB	Federal Agency	08/14/23	2,000,000	1.600	1,997,420	1,953,400	Aaa
FHLB	Federal Agency	09/08/23	4,000,000	2.375	4,122,600	3,927,520	Aaa
FHLMC	Federal Agency	11/06/23	2,000,000	0.250	1,999,080	1,912,440	Aaa
FNMA	Federal Agency	11/27/23	4,900,000	0.250	4,902,872	4,681,215	Aaa
FHLMC	Federal Agency	12/04/23	2,445,000	0.250	2,442,579	2,332,799	Aaa
FHLB	Federal Agency	12/08/23	1,400,000	2.250	1,440,936	1,367,310	Aaa
FNMA	Federal Agency	02/05/24	1,400,000	2.500	1,445,528	1,366,022	Aaa
FFCB	Federal Agency	05/16/24	4,000,000	2.625	3,991,880	3,899,960	Aaa
FHLB	Federal Agency	06/14/24	3,000,000	3.125	2,987,700	2,939,820	Aaa
FFCB	Federal Agency	08/15/24	3,000,000	3.300	3,003,360	2,946,180	Aaa
FFCB	Federal Agency	08/26/24	5,000,000	3.375	4,990,700	4,913,050	Aaa
FHLB	Federal Agency	09/13/24	2,000,000	3.250	1,989,960	1,958,880	Aaa
FHLMC	Federal Agency	10/25/24	2,000,000	3.171	1,975,000	1,943,960	Aaa
FHLB	Federal Agency	12/20/24	3,000,000	1.000	2,997,360	2,787,900	Aaa
FFCB	Federal Agency	01/06/25	1,530,000	1.125	1,526,558	1,424,660	Aaa
FFCB	Federal Agency	02/14/25	1,475,000	1.750	1,471,062	1,389,598	Aaa
FFCB	Federal Agency	02/25/25	4,250,000	1.750	4,212,830	4,002,140	Aaa
FNMA	Federal Agency	08/25/25	3,750,000	0.375	3,726,266	3,353,063	Aaa
FHLMC	Federal Agency	09/23/25	3,000,000	0.375	2,984,340	2,675,580	Aaa
FNMA	Federal Agency	11/07/25	3,000,000	0.500	3,003,750	2,671,620	Aaa
SUB-TOTAL FEDERAL AGENCIES			66,645,000		66,689,020	63,836,332	
Westpac Banking Corp NY	Certificate of Deposit	11/04/22	2,500,000	0.340	2,500,000	2,493,100	A-1+
Toronto Dominion Bank	Certificate of Deposit	08/10/23	3,000,000	4.020	3,000,000	2,980,710	A-1+
SUB-TOTAL CERTIFICATE OF DEPOSITS			5,500,000		5,500,000	5,473,810	
Hyundai Auto Lease Sec. Trust	Asset Backed Securities	10/15/25	2,055,000	4.380	2,054,935	2,032,374	AAA
Honda Auto Receivables	Asset Backed Securities	07/20/26	1,740,000	3.730	1,738,276	1,699,963	AAA
SUB-TOTAL SUPRANATIONALS			3,795,000		3,793,212	3,732,337	

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT REPORT - Total District Investments and Cash by Investment Category
September 30, 2022

CASH FLOW REQUIREMENT

Elsinore Valley Municipal Water District has sufficient funds to meet its expenditure requirements for the next 6 months.

INVESTMENT	INVESTMENT CATEGORY	MATURITY DATE	PAR VALUE	INTEREST RATE	ACQUISITION COST	MARKET VALUE	CREDIT RATING
John Deere Capital Corp	Medium Term	01/06/23	1,500,000	2.700	1,460,910	1,494,045	A2
Bank of America Corp	Medium Term	01/11/23	2,000,000	3.300	2,067,740	1,995,020	A2
JP Morgan Chase	Medium Term	01/25/23	1,500,000	3.200	1,562,955	1,495,200	A1
Bank of NY Mellon Corp	Medium Term	01/29/23	1,000,000	2.950	1,001,410	996,010	A1
Apple Inc	Medium Term	02/23/23	2,000,000	2.850	1,968,560	1,991,120	Aaa
Berkshire Hathaway	Medium Term	03/15/23	2,800,000	2.750	2,833,432	2,784,852	Aa2
Apple Inc	Medium Term	05/03/23	1,000,000	2.400	988,520	989,070	Aaa
PNC Bank	Medium Term	06/08/23	1,000,000	3.500	1,053,830	994,300	A2
Mass Mutual Global funding	Medium Term	06/09/23	2,000,000	0.850	2,003,420	1,948,700	Aa3
State Street Bank	Medium Term	11/20/23	1,500,000	3.700	1,595,505	1,485,765	A1
American Honda Finance	Medium Term	01/12/24	650,000	3.550	694,649	640,270	A3
Toronto Dominion Bank	Medium Term	03/11/24	2,000,000	3.250	2,168,140	1,950,700	A1
Amazon.com Inc	Medium Term	05/12/24	1,575,000	0.450	1,572,701	1,476,452	A1
Bank of Montreal	Medium Term	07/09/24	1,500,000	0.625	1,498,785	1,388,805	A2
Salesforce.com Inc	Medium Term	07/15/24	395,000	0.625	394,799	368,183	A2
Metlife	Medium Term	09/27/24	2,500,000	0.700	2,468,700	2,295,575	Aa3
Royal Bank of Canada	Medium Term	11/01/24	2,000,000	2.250	2,124,180	1,892,680	A1
Caterpillar Finl Service	Medium Term	11/08/24	2,000,000	2.150	2,100,380	1,902,080	A2
Paccar Financial Corp	Medium Term	11/08/24	1,595,000	0.900	1,594,904	1,471,100	A1
Prcoa Global Funding	Medium Term	12/06/24	2,000,000	1.150	1,998,260	1,844,080	Aa3
John Deere Capital Corp	Medium Term	01/10/25	450,000	1.250	449,789	417,600	A2
Toyota Motor Credit Corp	Medium Term	01/13/25	1,825,000	1.450	1,822,555	1,692,104	A1
New York Life Global	Medium Term	01/14/25	2,525,000	1.450	2,522,273	2,335,549	Aaa
John Deere Capital Corp	Medium Term	03/07/25	875,000	2.125	874,624	823,358	A2
Bank of NY Mellon Corp	Medium Term	04/25/25	1,000,000	3.350	999,860	965,830	A1
Wal-Mart Stores	Medium Term	09/09/25	1,500,000	3.900	1,493,100	1,473,750	Aa2
SUB-TOTAL CORPORATE NOTES			40,690,000		41,313,979	39,112,198	
			225,030,000		226,196,917	214,967,170	

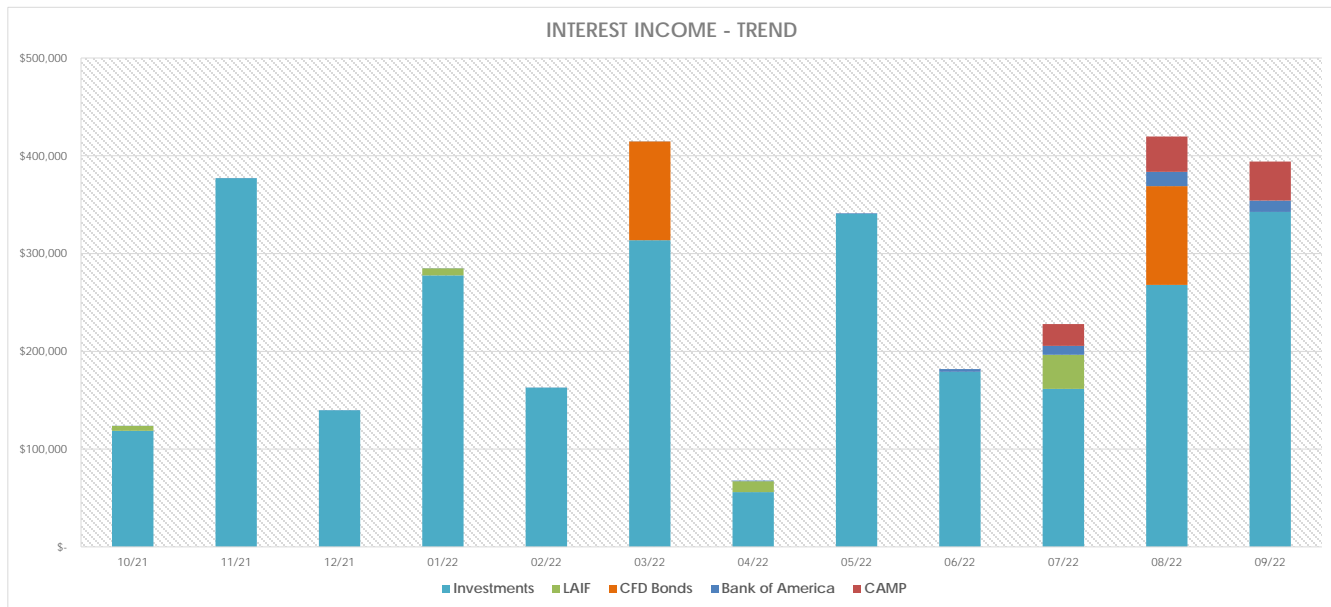
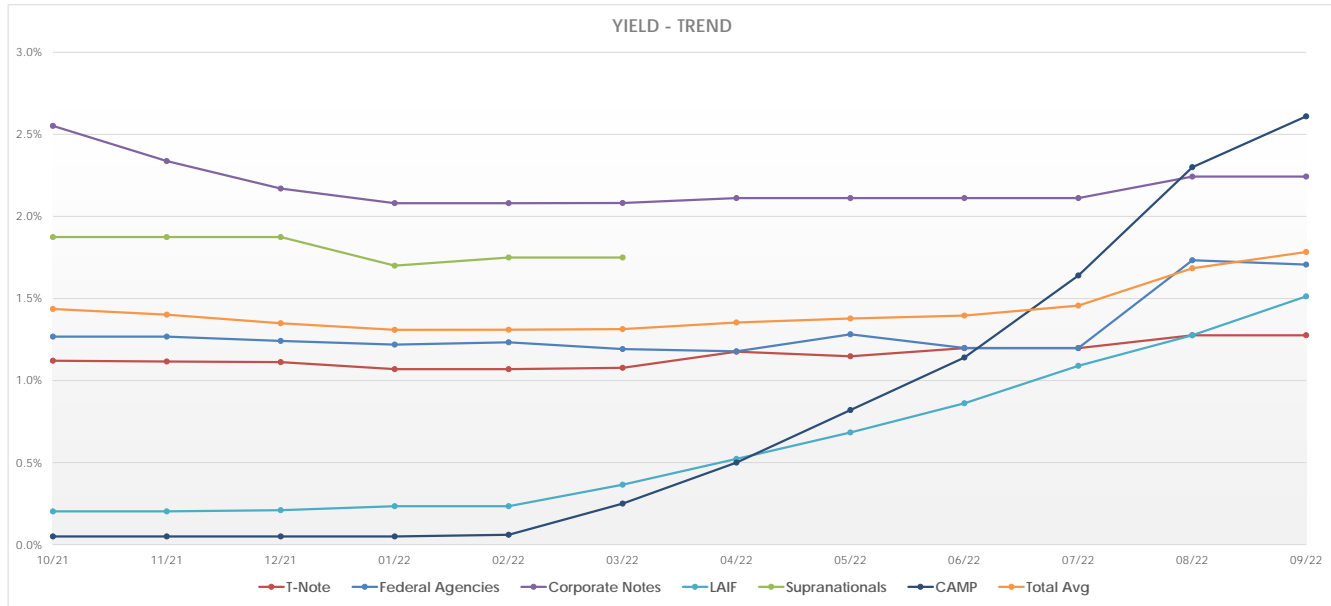
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT REPORT - Total District Investments and Cash by Investment Category
September 30, 2022

CASH FLOW REQUIREMENT

Elsinore Valley Municipal Water District has sufficient funds to meet its expenditure requirements for the next 6 months.

INVESTMENT	INVESTMENT CATEGORY	MATURITY DATE	PAR VALUE	INTEREST RATE	ACQUISITION COST	MARKET VALUE	CREDIT RATING
Money Market					347,932	347,932	
Total Chandler Asset Management (Investment Acct)					226,544,849	215,315,102	
Wildomar CFD Bonds (District Owned)		09/01/32		7.000%	2,645,000	2,645,000	
LAIF				1.513%	135,041	135,041	
CAMP				2.610%	18,578,300	18,578,300	
				Sub-total Investments	247,903,190	236,673,443	
B of A (Checking)					11,908,408	11,908,408	
				Sub-total Cash & Investments	259,811,598	248,581,851	
Union Bank (Revenue Bonds)					62	62	
				Sub-total Restricted Cash	62	62	
				Total District Investment and Cash	\$ 259,811,660	\$ 248,581,913	
Union Bank (CFD Bonds)					981,344	981,344	
				Total Investment and Cash	\$ 260,793,004	\$ 249,563,257	

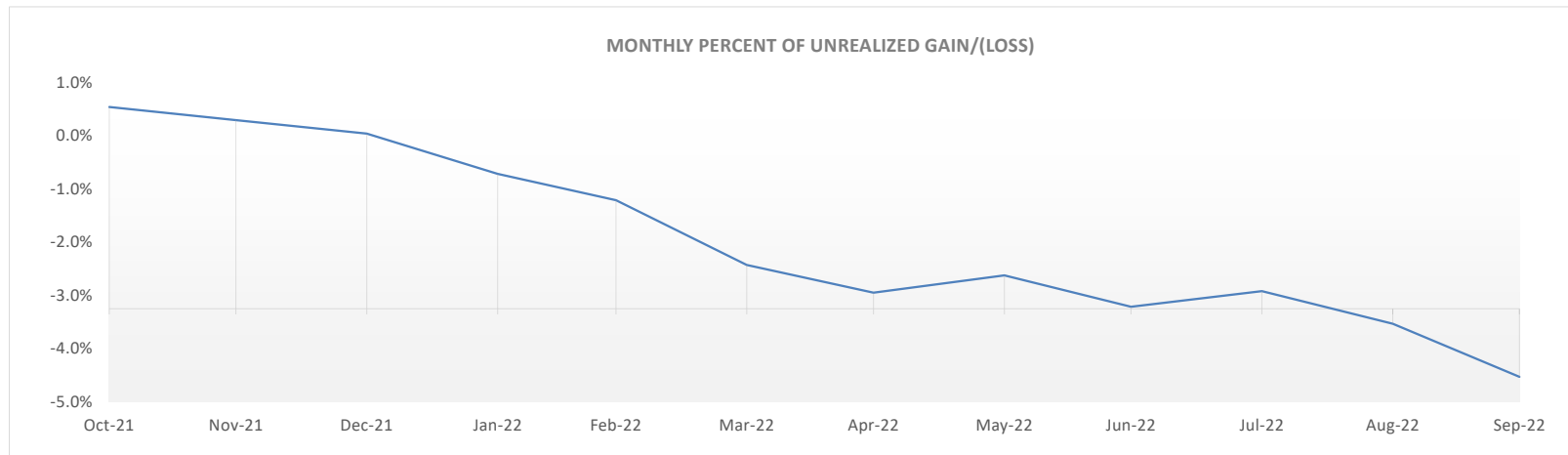
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
 INVESTMENT REPORT - Portfolio Yield and Interest Income
 September 30, 2022



ELSINORE VALLEY MUNICIPAL WATER DISTRICT
 INVESTMENT REPORT - Authorized Investments
 September 30, 2022

CALIFORNIA GOVERNMENT CODE & DISTRICT INVESTMENT POLICY

Cal Govt. Code	Investment Category	California Government Code			District Investment Policy			Actual District Portfolio	Within Authorized Limit	Weighted Average Maturity (in years)
		Maximum Maturity	Authorized Limit	Quality	Maximum Maturity	Authorized Limit	Quality			
53601(a)	CFD Bonds		No Limit		30 Years	10%		1.1%	Yes	10.1
53601(b)	U.S. Treasury	5 Years	No Limit		5 Years	No Limit		44.5%	Yes	1.8
53601(c)	CA Warrants, Notes/Bonds	5 Years	No Limit		5 Years	10%				
53601(e)	CA Local Agency Debt	5 Years	No Limit		5 Years	10%				
53601(f)	Federal Agencies	5 Years	No Limit		5 Years	40%		27.2%	Yes	1.7
53601(g)	Bankers's Acceptances	180 Days	40%		180 Days	10%				
53601(h)	Commercial Paper	270 Days	25%	AAA	270 Days	10%	AAA/Aaa			
53601(m/i)	Certificate & Time Deposits	5 Years	30%		-	10%		1.0%	Yes	0.5
53601(j)	Repos	1 Year	No Limit		90 Days	5%				
53601(j)	Reverse Repos	650.9	20%		-	-				
53601(k)	Med Term Notes	5 Years	30%	A	5 Years	20%	A	16.9%	Yes	1.5
53601(l)	Mutual Funds	5 Years	20%	AAA	5 Years	15%	AAA/Aaa	0.1%	Yes	0.0
53601(n)	Secured Deposits	5 Years	No Limit		-	-				
53601(o)	Asset Backed Securities	5 Years	20%	AA	5 Years	20%	AA	1.5%	Yes	3.4
53601(p)	Local Government Investment Pools	-	No Limit		-	-	-	7.6%	Yes	0.0
53601(q)	Supranational Obligation LAIF	5 Years	30%	AA	5 Years	10%	AA			
						\$65,000,000		0.1%	Yes	0.0
TOTAL								100.0%		



	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22
% of Unrealized Gain/(Loss)	0.54%	0.29%	0.04%	-0.72%	-1.21%	-2.43%	-2.95%	-2.62%	-3.21%	-2.92%	-3.53%	-4.53%
Unrealized Gain (Loss)	\$ 1,121,784	\$ 610,852	\$ 87,774	\$ (1,647,489)	\$ (2,784,594)	\$ (5,591,124)	\$ (6,924,167)	\$ (6,169,765)	\$ (7,564,564)	\$ (6,882,885)	\$ (8,737,527)	\$ (11,229,747)
YTD Unrealized Gain/(Loss)	\$ (1,749,163)	\$ (2,260,095)	\$ (2,783,173)	\$ (4,518,436)	\$ (5,655,541)	\$ (8,462,072)	\$ (9,795,114)	\$ (9,040,712)	\$ (10,435,511)	\$ 681,679	\$ (1,172,963)	\$ (3,665,183)



Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 22, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: CONSIDER APPROVAL OF CHANGE ORDER NO. 1 TO THE CONTRACT WITH CDM CONSTRUCTORS INC. FOR THE HORSETHIEF CANYON WATER RECLAMATION FACILITY DESIGN-BUILD REHABILITATION AND EXPANSION PROJECT

STRATEGIC GOAL

Maintain and Upgrade Infrastructure
Optimize and Diversify Water Sourcing

RECOMMENDATION

The General Manager and staff recommend that the Board of Directors:

1. Approve authorization of Change Order No. 1 to the contract with CDM Constructors Inc. in the amount of \$605,901.00;
2. Authorize \$3,030.00 for overhead;
3. Authorize the total expenditure in the amount of \$608,931.00 to the Capital Improvement Fund, with funding being split between developer contributions (65%) and District funding from the Wastewater Replacement and Plant Capacity Funds; and
4. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

Elsinore Valley Municipal Water District (District) is undergoing a project to expand and improve the Horsethief Canyon Water Reclamation Facility (HTCWRF). The expansion will increase the average daily capacity from 0.5 mgd to 0.8 mgd. Additional flows are expected from planned development in the area and the housing developers are helping to fund a large portion of the project costs. The developers are responsible for 65% of the project cost. The design-build contract was awarded to CDM Constructors Inc. and the Notice to Proceed issued on October 11, 2021.

As the design progressed, certain project enhancements and additions were requested by the District. These enhancements were geared towards providing a more efficient and functional facility that can be better operated and maintained by District staff. CDM Constructors Inc. has requested the change order to cover additional design services, materials, and construction costs. There is no schedule impact for the change order. The change order provides the following:

- **Portable Odor Meter:** This replaces the specified installed instrumentation to monitor odors at the odor treatment facility with the District's standardized portable odor meter tool. This is more common for odor facilities rather than having constant monitoring. It also allows the portable meter tool to be used around the plant and at the fence-line or other nearby facilities to investigate odor concerns.
- **Spare I/O:** This provides additional wiring at strategic locations for installation of future instruments that may be desired for additional or new monitoring of water quality or other parameters.
- **Auto Dialer Replacement:** The HTCWRF currently uses an older auto dialer as a backup to the SCADA system for alerting operators to an alarm. The current auto dialer is antiquated and has limited number of alarms used for call out. It will be replaced with a software system that can call out for any number of alarms and to multiple numbers to improve alarm notification, especially for after hours and when the facility is unmanned.
- **Generator Docking Station:** District staff has requested installation of a portable generator docking station. This allows a portable generator to be connected to the plant in case the installed generator has issues or fails to work during a power outage. The District has standardized on a specific brand and model.
- **Remote Reset for MCC Motors:** This installs a software-based reset on all motors connected to the motor control center. This allows operators to restart a motor from the remote SCADA locations rather than having to travel to the plant to manually push a reset button. This will save significant staff time in resetting motors and allow the plant to quickly recover from a motor failure.
- **Additional Level Instruments on Truck Loadout and Readout Board:** The current project includes a dewatering building equipped with a truck loadout bay to drop dewatered solids into an open truck trailer. While the facility does have a scale to monitor the size of the load, level instruments are desired to provide level measurement of the biosolids in the trailer and a large readout board to indicate the level and weight. This allows staff to adjust loading location and evenly distribute the load without having to climb into the trailer to do so. The readout will provide for easy monitoring of the load weight and level from anywhere in the building.
- **MBR Tank Bridge Crane:** It was originally envisioned that a crane rental could be brought in to lift out membranes as needed. However, the final facility layout and concern of access to a properly rated rental crane in an emergency made an installed crane much more desirable. Considering the criticality in the membrane process and implications of a failure leading to a spill and/or permit violation, a permanent crane has been deemed essential. This change will install a bridge

crane above the tanks that can pick up the membrane cassettes and place them on the ground or flatbed truck for inspection, cleaning, replacement, etc.

- Hach Chlorine Analyzer: The project specifications were based on a District-specific analyzer model that the District has replaced with a more current model. This change will replace the old model with the new one.

Staff has provided the updated cost allocation to the four developers. The breakdown is attached as part of the Fiscal Impact.

Staff presented this item at the November 2, 2022 Study Session Meeting. After careful review, the Committee and staff recommend approval of Change Order No. 1 to the contract with CDM Constructors Inc. in the amount of \$605,901.00. This item, including overhead of \$3,030.00, totals \$608,931.00. The developers are responsible for 65% of the change order cost.

ENVIRONMENTAL WORK STATUS

The Initial Study and Mitigated Negative Declaration was accepted at the July 26, 2018 Regular Board Meeting.

FISCAL IMPACT

Within Budget – No. Supplemental funding requirements will be shared between the District and developers per the reimbursement agreement approved by the Board of Directors. The District's share (35%) will be funded by wastewater replacement and plant capacity funds. The developers will be responsible for funding the remaining 65%.

Originated by: Jason Dafforn – Engineering
Reviewed by: Art Landeros/Scott Thompson - Finance

Attachments:

Change Order No. 1
Location Map



Work Order # C2037
 Grant # N/A
 Contract # 1067

CHANGE ORDER NO. 01

Project Name: Horsethief Canyon Reclamation Facility Design-Build Rehabilitation & Expansion
Date: October 4, 2022

To: CDM Constructors, Inc.
From: EVMWD
555 17th Street, Suite 500
31315 Chaney Street
Denver, CO 80209
Lake Elsinore, CA 92530

You are hereby directed to provide the extra work necessary to comply with this Change Order.

Item	PCO NO.	Description of Changes	Amount	Time Extension (Days)
1	002	H2S Monitoring Inlet/Outlet- Portable Monitor (Jerome)	\$11,873.00	0
2	003	Spare I/O (existing headworks by autosampler, bioreactor instrument rack, new CCB)	\$4,006.00	0
3	004R1	Auto Dialer Alarms	\$45,911.00	0
4	005	Generator Docking Station	\$73,582.00	0
5	007	Remote Reset for motor starters in MCCs	\$47,843.00	0
6	008	Three (3) Additional Level Instruments in Truck Loading area for solids loading and Scale Readout	\$46,353.00	0
7	010	Bridge Crane at MBR Tanks	\$366,675.00	0
8	011	Chlorine Analyzer Model Change	\$9,658.00	0
		Net change in Contract amount – increase or (decrease)	\$605,901	0



Work Order # C2037
 Grant # N/A
 Contract # 1067

ACCEPTANCE:

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order and acknowledges that the compensation (time and cost) set forth in the Change Order comprises the total compensation due for the work or change defined in the Change Order, including all impact on any unchanged work. By signing the Change Order, the Contractor acknowledges and agrees that the stipulated compensation includes payment for all Work contained in the Change Order, plus all payment for the interruption of schedules, extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other Work under this Contract. The signing of the Change Order acknowledges full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitute the total equitable adjustment owed the Contractor as a result of the change. The Contractor agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this contract.

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable Sections of the Contract Documents.

This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

CONTRACTOR

 Construction Manager Date

By: _____

 Project Manager Date

Title: _____

 Engineering Manager Date

Date: _____

 Director of Engineering and Water Resources Date

 Assistant General Manager Date

 General Manager Date



Work Order # C2037
Grant # N/A
Contract # 1067

ORIGINAL CONTRACT AMOUNT	\$31,569,500.00			
NOTICE TO PROCEED DATE	10/11/2021			
ORIGINAL COMPLETION DATE	12/11/2023			
CHANGE ORDER NO.	Amount	Revised Contract Amount	Time Extension (calendar days)	Revised Completion Date
1	\$605,901	\$32,175,401.00	0	12/11/2023

Purpose and background of current change order (*insert brief description*):

Item 1: Portable Odor Meter - This replaces the specified installed instrumentation to monitor odors at the odor treatment facility with the District's standardized portable odor meter tool. This is more common for odor facilities rather than having constant monitoring. It also allows the portable meter tool to be used around the plant and at the fence-line or other nearby facilities to investigate an strange odors or odor complaints.

Item 2: Spare I/O - This provides additional wiring at strategic locations for installation of future instruments that may be desired for additional or new monitoring of water quality or other parameters.

Item 3: Auto Dialer Replacement – The HTCWRF currently uses an older autodialer as a backup to the SCADA system for alerting operators to an alarm. The current autodialer is antiquated and has limited number of alarms that it can call out. It will be replaced with a software system that can call out for any number of alarms and to multiple numbers to improve alarm notification, especially for after hours and when the facility is unmanned.

Item 4: Generator Docking Station – District staff has requested installation of a portable generator docking station. This allows a portable generator to be connected to the plant in case the installed generator has issues or fails to work during a power outage. The District has standardized on a specific brand and model.

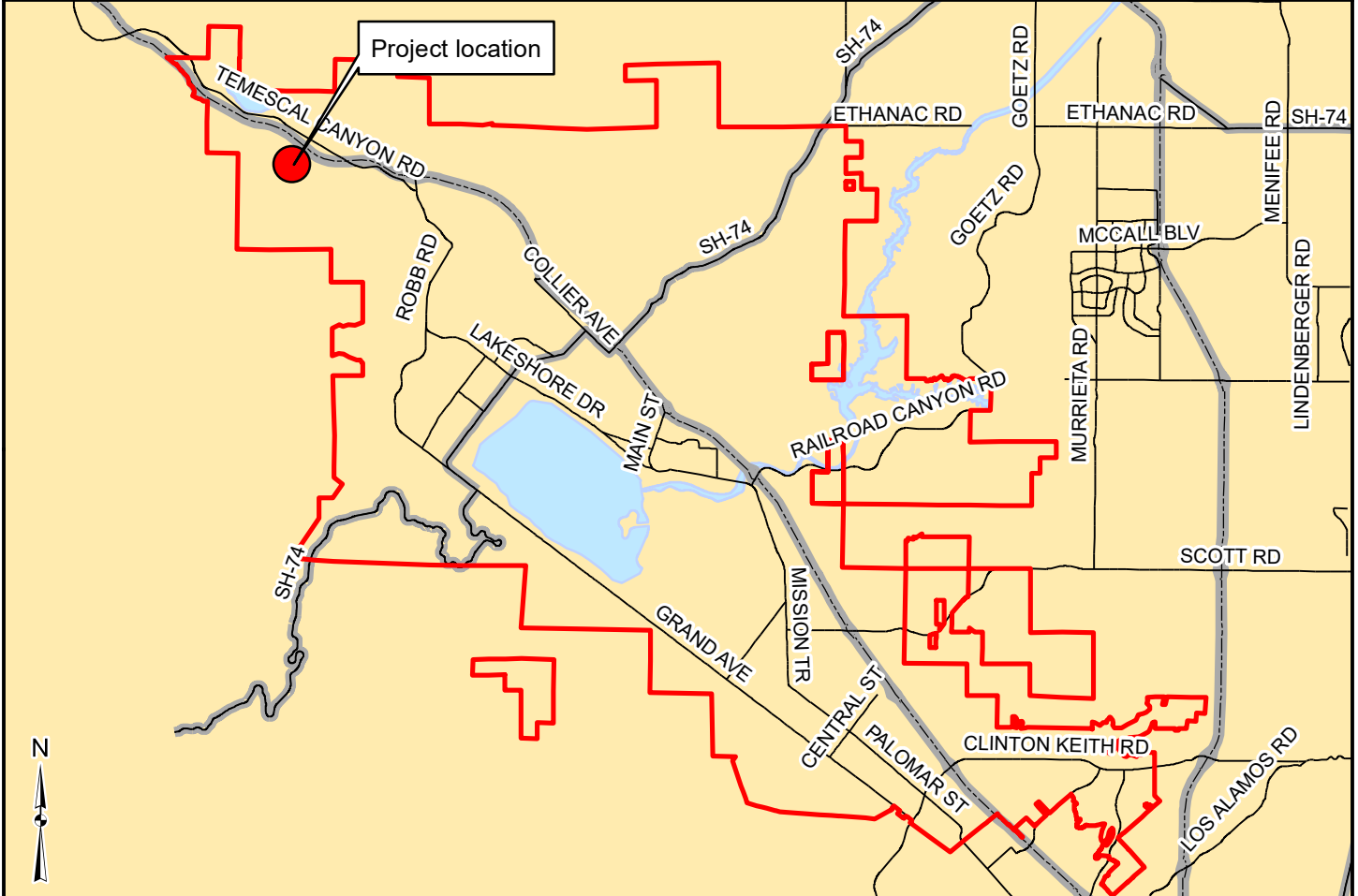
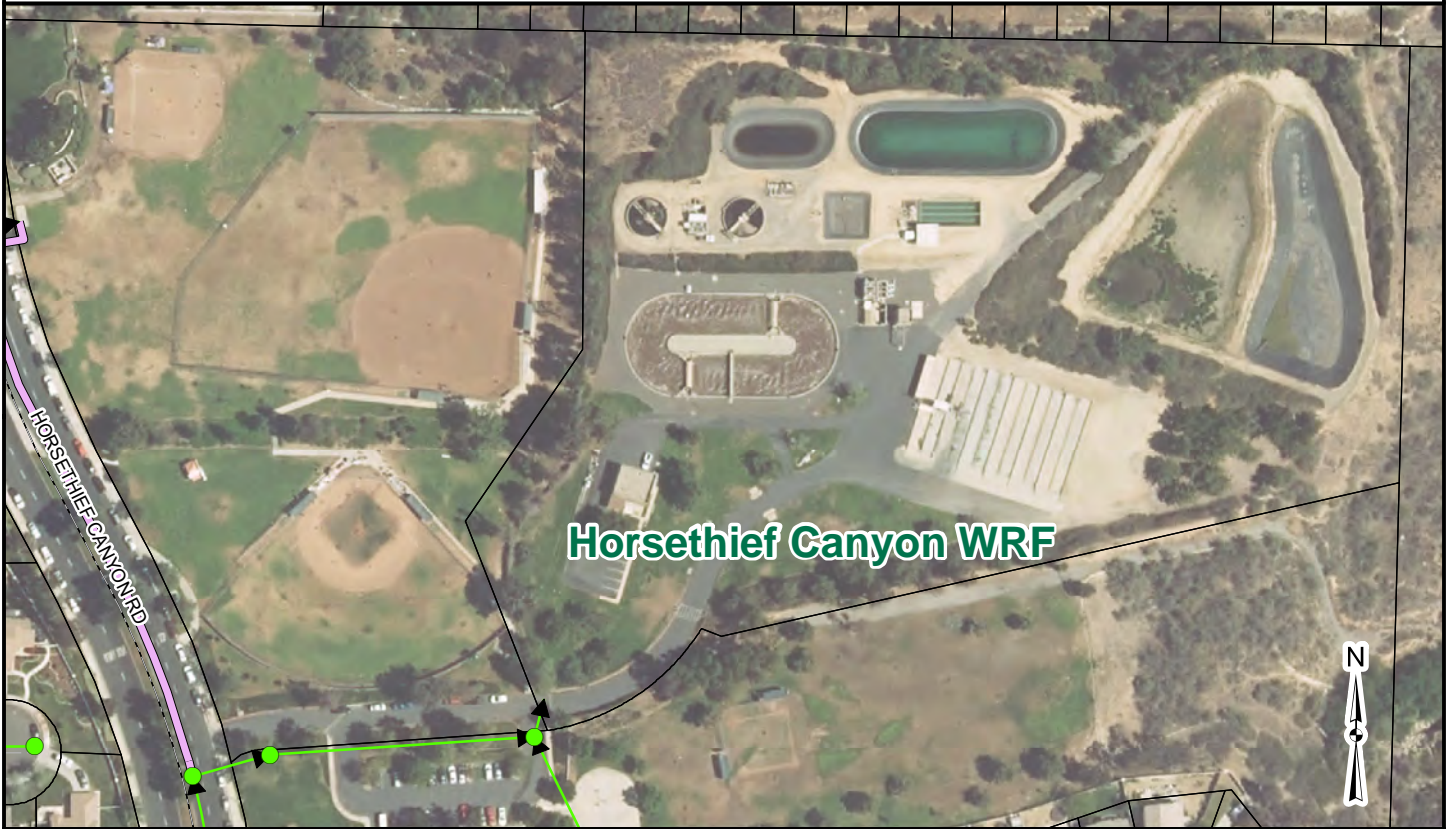
Item 5: Remote Reset for MCC Motors – This installs a software based reset on all motors connected to the motor control center. This allows operators to restart a motor from the remote SCADA locations rather than having to travel to the plant to push a reset button. This will save significant staff time in resetting motors and allow the plant to quickly recover from any motor failure.

Item 6: Additional Level Instruments in Truck Loadout and Readout Board – This project will install a dewatering building equipped with a truck loadout bay to drop dewatered solids into an open truck trailer. While the facility does have a scale to monitor the size of the load, level instruments are desired to provide level measurement of the biosolids in the trailer and a large readout board to indicate the level and weight. This allows staff to adjust loading location and evenly distribute the load without having to climb into the trailer to do so. The readout will provide for easy monitoring of the load weight and level from anywhere in the building.

Item 7: MBR Tank Bridge Crane – A bridge crane was part of the original scope and negotiated out of the project to bring down costs. It was assumed a crane rental could be brought in to lift out membranes as needed. However, the facility layout and concern of access a properly rated rental crane in an emergency made an installed crane much more desirable. Considering the criticality in the membrane process and implications of a failure leading to a spill and/or permit violation, a permanent crane has been deemed essential. This will install a bridge crane above the tanks that can pick up the membrane cassettes and place them on the ground or flatbed truck for inspection, cleaning, replacement, etc.

Item 8: Hach Chlorine Analyzer – The project specifications were based on a District-specific analyzer model that the District has replaced with a more current model. This will replace the old model with the new one

Horsethief Canyon Water Reclamation Facility





Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 22, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: AMENDMENT TO AUTHORIZED POSITION LISTING- FACILITIES MAINTENANCE

STRATEGIC GOAL

Hire, Develop and Retain Skilled Personnel

RECOMMENDATION

The General Manager and staff recommend that the Board of Directors:

1. Approve the addition of two positions of Mechanic I/II/Senior (ranges 22, 26, and 28 of the Employee Association (EA) salary schedule).

BACKGROUND

The District maintains a fairly large fleet comprised of a wide variety of vehicles to meet the specific mission of each section. The current count of on-road vehicles is 89 and is divided into two categories: Small SUVs up to ton-and-a-half (F-550) make up 76 vehicles, and larger trucks (dump trucks, crane trucks, and sewer combination jet/vac trucks) make up the remaining 13 vehicles. A multitude of other equipment assets, (backhoes, skid steer tractors, forklifts, stationary generators, towable generators, towable pumps) require regular maintenance and repair. Maintaining qualified mechanics is critical to the Districts mission to support these multiple areas.

In 2014 the District entered into an agreement with Enterprise Fleet Management (Enterprise) to lease all vehicles up to ton-and-a-half chassis capacity. Through this program, each vehicle is typically replaced after five (5) years. Proceeds from the auction of lease-returns through Enterprise are then typically directed back into the lease program to offset cost. Larger specialty vehicles remain District-owned due to their extended (typically 10-20 year) lifecycle and lack of availability through the lease program.

Since 1997, maintenance and repair of District vehicles and equipment has been performed by an outside vendor that staffed mechanics at the District yard. In 2014 a

Request for Proposal was issued for Fleet Maintenance Services, and on June 26, 2014, the Board awarded a five (5) year contract to Southern California Fleet Services, Inc. (SoCal Fleet). On September 29, 2019, the Board awarded a second five (5) year contract to SoCal Fleet for Fleet Maintenance Services. This contract is entering its 4th year and is set to expire on September 30, 2024. Per the contract services agreement, SoCal Fleet maintains two full-time mechanics on site. The workload remains sufficient to maintain this level of staffing.

The table below shows the current rate structure for the SoCal Fleet for Fleet Maintenance Services:

Year		Hourly Rate	Increase
2014	NON-ADMIN MECHANIC	\$55.00	
	ADMIN MECHANIC	\$62.00	
2015	NON-ADMIN MECHANIC	\$56.65	3%
	ADMIN MECHANIC	\$63.86	3%
2016	NON-ADMIN MECHANIC	\$58.35	3%
	ADMIN MECHANIC	\$65.78	3%
2017	NON-ADMIN MECHANIC	\$58.35	0%
	ADMIN MECHANIC	\$65.78	0%
2018	BOTH MECHANICS	\$70.69	7%
2019	BOTH MECHANICS	\$75.00	6%
2020	BOTH MECHANICS	\$78.00	4%
2021	BOTH MECHANICS	\$82.00	5%
2022	BOTH MECHANICS	\$85.00	4%
2023	BOTH MECHANICS	\$89.00	5%

In June 2022 SoCal Fleet initiated discussions with staff to express concerns relative to their hourly rate and structure. SoCal Fleet indicated multiple factors are driving the need to increase their hourly rate to maintain financial stability and provide competitive wages for their mechanics. Factors cited include the following:

- COVID-19 pandemic has increased medical expenses on the order of \$11,144 and \$39,383 for 2020 and 2021, respectively, and \$22,340 to date for CY 2022. At the same time, new Government-mandated sick leave policy requirements have impacted productivity levels and up-time for client fleets due to lack of consistent and predictable mechanic availability.
- Premiums for Workers Compensation and Liability insurance have increased an average of 17% and 18%, respectively, since the current contract was executed.
- Along with the State-mandated minimum wage increase, the new California Wage Law requires entry-level technicians, who are required to provide their own tools, be paid double-minimum wage.

- Lack of significant rate escalation has left SoCal Fleet behind in their ability to maintain competitive wages and keep qualified mechanics.

At the time SoCal Fleet requested the increase to the hourly rate, the rate was \$82.00 per hour for both fleet mechanics. The calculated annual cost equates to \$326,688.00. The requested increase by SoCal Fleet is to \$118.00 per hour, a 44% increase which would push the annual cost to \$446,208.00. Research indicated shifting to dealership services is not a cost-effective option due to our wide variety of specialty vehicles and equipment. Staff researched rates at local automotive dealerships and found the standard hourly rate is \$165.00.

Staff then conducted a market analysis covering multiple public agencies that provide similar services to EVMWD and maintain staff positions for Mechanic I, Mechanic II, and Senior Mechanic. The following agencies were surveyed:

- City of Hemet
- City of Moreno Valley
- City of San Bernardino
- Coachella Valley WD
- Cucamonga Valley WD
- Eastern MWD
- Irvine Ranch WD
- Otay WD
- Rainbow WD
- Rancho California WD
- San Bernardino MWD
- Western MWD

Of twelve agencies surveyed, the findings indicate the District would realize significant savings by maintaining in-house staff for Mechanic positions.

Comparing the cost for fully burdened Mechanic positions reveals the following:

- Effective October 1, 2022, SoCal Fleet rates increased to \$85.00 per hour which equates to \$338,640.00 per year for two Mechanics.
- SoCal Fleet is requesting an immediate increase to \$118 per hour which equates to \$446,208.00 per year for two Mechanics.
- Mechanic I - proposed range 22 (max \$6,086 per month)

- 11 agencies surveyed - range 22 is equal to the market median, 2% above market mean
- Fully burdened cost \$92,565-\$113,352 per year
- Mechanic II - proposed range 26 (max \$7,413 per month)
 - 8 agencies surveyed - range 26 is 1% above market median, 6% above market mean
 - Fully burdened cost \$106,348-\$131,379 per year
- Senior Mechanic - proposed range 28 (max \$8,185 per month)
 - 10 agencies surveyed - range 28 is 2% above market median, 5% above market mean
 - Fully burdened cost \$115,564-\$143,446 per year

The two Mechanic positions would be flexibly staffed as a I/II/Senior with a defined succession ladder, allowing for incumbent progression as they develop their skills and gain additional experience, as well as giving the District flexibility to hire at any of three levels depending on organizational need.

Using the Mechanic II and Senior Mechanic maximum ranges as examples, the comparison with SoCal Fleet for two Mechanics at **current** contract rates is as follows:

SOCAL FLEET \$85/HR	\$338,640.00
MECHANIC II	\$131,379.00
SENIOR MECHANIC	\$143,446.00
TOTAL	\$274,825.00
SAVINGS	\$63,815.00

The comparison using SoCal Fleet projected **future** contract Mechanic rates is as follows:

SOCAL FLEET \$118/HR	\$446,208.00
MECHANIC II	\$131,379.00
SENIOR MECHANIC	\$143,446.00
TOTAL	\$274,825.00
SAVINGS	\$171,383.00

A longer-term comparison, calculating estimated increases over 8 years (current average WESA employee tenure), shows even greater cost savings. The table below calculates the estimated cost each year, including SoCal Fleet’s proposed 4% annual increase, and a 4.5% Cost of Living Adjustment for the District Mechanics.

	Current Annual Max Salary	Est. 2023 Salary	Est. 2024 Salary	Est. 2025 Salary	Est. 2026 Salary	Est. 2027 Salary	Est. 2028 Salary	Est. 2029 Salary	Est. 2030 Salary
Mechanic II	\$131,379.00	\$137,291.06	\$143,469.15	\$149,925.26	\$156,671.90	\$163,722.14	\$171,089.63	\$178,788.67	\$186,834.16
Senior Mechanic	\$143,446.00	\$149,901.07	\$156,646.62	\$163,695.72	\$171,062.02	\$178,759.81	\$186,804.01	\$195,210.19	\$203,994.64
Total	\$274,825.00	\$287,192.13	\$300,115.77	\$313,620.98	\$327,733.92	\$342,481.95	\$357,893.64	\$373,998.85	\$390,828.80

	Current Annual Cost	Est. 2023 Cost	Est. 2024 Cost	Est. 2025 Cost	Est. 2026 Cost	Est. 2027 Cost	Est. 2028 Cost	Est. 2029 Cost	Est. 2030 Cost
2 Contract Mechanics	\$338,640.00	\$446,208.00	\$464,056.32	\$482,618.57	\$501,923.32	\$522,000.25	\$542,880.26	\$564,595.47	\$587,179.29
Cost Savings FTE vs. Contract	\$63,815.00	\$159,015.88	\$163,940.55	\$168,997.59	\$174,189.39	\$179,518.30	\$184,986.62	\$190,596.62	\$196,350.49

The estimated total cost savings of hiring in-house Mechanics vs. contract Mechanics over the 8-year term is \$1,417,595.

By bringing Mechanic positions in-house, the District avoids significant overhead and ancillary administrative costs, such as billing, escalating insurance premiums, and State and Federal policy costs being applied by contracted resources. Additionally, the District is in a much stronger position to establish and maintain control of training and certification requirements of an ever evolving and highly technical fleet. Finally, as communicated by SoCal Fleet, they are struggling to maintain their pool of qualified Mechanics, and the District remains vulnerable to being provided Mechanics that do not meet our standards for technical capability.

By maintaining a hierarchy of positions as Mechanic I/II/Senior, the District is able to recruit and promote within the Mechanic ranks for the two required positions. This change would place the District in a strategically advantageous position that ensures predictable and manageable mechanic expenses in addition to an increased ability to recruit quality Mechanics who will gain knowledge and competency in their roles. Also, this ensures a higher probability of Mechanic retention and consistency of service quality.

This item was presented to the Finance & Administration Committee on October 25, and at the Study Session on November 2, 2022.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Within Budget – Yes – See cost savings detailed above.

Originated by: David Smith – Operations

Reviewed by: Jennifer Dancho – HR

Attachments:

Mechanic I/II/Senior job description

Elsinore Valley Municipal Water District

Mechanic I/II/Senior

Job descriptions are intended to present a descriptive list of the range of duties performed by employees in this job. Specifications are NOT intended to reflect all duties performed with the job.

SUMMARY DESCRIPTION

Under general supervision, performs duties relating to the diagnosis, maintenance and servicing, repairs, and overhauls of a wide variety of light and heavy-duty diesel, gasoline, hybrid-electric, and natural gas-powered trucks, construction equipment, and automobiles; Installs and repairs vehicle-mounted equipment, operates a variety of hand and power tools and sophisticated diagnostic equipment, and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Mechanic I is the apprentice or entry level in the Mechanic series. Initially under close supervision, incumbents will learn to perform routine daily operations related to the maintenance and repair of a wide variety of motorized vehicles and equipment. As experience is gained, assignments become more varied, complex, and difficult; close supervision and frequent review of work lessens as an incumbent demonstrates skill to perform the work independently. Positions at this level usually perform most of the duties required of the positions at the Mechanic II position level but are not expected to function at the same skill level and usually exercise less judgement in matters related to work procedures and methods. Work is usually supervised while in progress to ensure performance fits an established structure or pattern, and reviewed in detail upon completion for soundness, appropriateness, and comfortability to policy requirements. Exceptions or changes in procedures are explained in detail as they arise.

Advancement to higher mechanic levels will be expected after appropriate experience and proficiency are gained, and probationary period is completed.

Mechanic II is the fully qualified journey-level classification in the Mechanic series. Positions at this level are distinguished from the Mechanic I level by the performance of the full range of duties as assigned, working independently, and exercising judgement and initiative. Incumbents at the Mechanic II level may be assigned back-up crane or combination jet-vac equipment operator duties. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Work is occasionally reviewed upon completion for accuracy.

Incumbents may advance to the higher mechanic level after appropriate experience and proficiency are gained, and probationary period is completed.

Senior Mechanic is the advanced/journey-level classification in the Mechanic series and is responsible for performing the most complex and specialized work assignments. Incumbent regularly works on tasks which are varied and complex, requiring considerable discretion and independent judgement. Positions in the classification rely on experience and highly specialized tools to inspect, trouble-shoot, diagnose, and perform major repairs and overhauls to all manner of vehicles and equipment, work on special projects, and provide functional lead direction and workflow coordination to lower-level employees. Assignments are given with general guidelines and incumbents are responsible for establishing objectives, timelines, and methods to deliver services. Position has responsibility for ensuring regulatory compliance, ensuring maintenance schedules are followed, and participates in the selection and specification of new equipment.

Position acts in a lead capacity and works with accountability for on-going decision-making responsibilities associated with the work. Coordinates mechanic duties, prioritizes and assigns work tasks, evaluates performance of subordinate mechanics, makes recommendations for training to maintain capability as technology advances.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Diagnoses and performs major repairs and overhauls to light and heavy gasoline, propane, natural gas, hybrid-electric, and diesel engines, involving inspection and replacement of broken or worn parts including, but not limited to engines and engine sub-components. Maintains, troubleshoots, and performs repairs to stationary and portable generators.
- Inspects, troubleshoots, diagnoses, repairs, cleans, adjusts, and installs fuel, ignition, electrical, and cooling systems involving repair and replacement of such parts as carburetors, fuel injectors, fuel pumps, relays, controls and injector pumps, spark plugs, starter motors, distributors, alternators, generators, computer controls for engines, transmissions, brakes, and other systems, voltage regulators, wiring switches, batteries, radiators, thermostats, high pressure water pumps, etc.
- Diagnoses and repairs pneumatic and hydraulic systems and associated power take-off equipment, transmission and anti-locking brake system electronic computer hardware, heating systems, transmissions, transaxles, clutches, steering mechanisms, vehicle and equipment air brakes, air conditioning systems, and refrigerant retrofits.
- Diagnoses and repairs all aspects of equipment and vehicles in the field, including emergencies and after-hours.
- Installs and repairs vehicle mounted equipment such as electric cranes, hoists, hydraulic lift equipment, welders, and compressors; installs catalysis and particulates emission filters, and operates communication software.
- Performs preventive maintenance work on construction equipment, automobiles, light and heavy trucks, back-hoes, loaders, skid-steer, and other equipment; repairs, mounts, and balances tires; performs wheel alignments.
- Maintains emission files for State inspection and B.I.T. Program compliance for heavy equipment and trailers.
- Performs welding work on vehicles, equipment, and tools; fabricates metal parts for vehicles, equipment tools, tanks, plates, grates, etc.; straightens and repairs bent vehicles, equipment, and tools; fabricates and installs bumpers, tow bars, ladder racks, toolboxes, pipe railings, etc.
- Reads and interprets blueprints, sketches, drawings, manuals, and specifications; estimates labor, materials, and equipment required to complete assignments.
- Repairs and rebuilds high-pressure water pumps, hoses, and controls at car washing facility, and other specialized pumps; repairs and replaces clutches, roll-up doors, vehicle body and chassis parts; rewires trailers and equipment; troubleshoot, identify, and repairs short circuits; repairs and replaces electric dash gauges.
- Road tests vehicles; inspects vehicles in the shop and field; services, maintains, and repairs small engines; performs smog checks and certifies vehicles; repairs missing, modified, or non-functional emission control equipment.
- May work in confined space (permit required) areas.
- May provide training and instruction to lower-level employees.
- Maintains accurate, up to date records on all maintenance repair and service activity. Utilizes Computerized Maintenance Management System (CMMS). Creates, updates, and closes work orders. Creates and maintains Preventive Maintenance schedules for fleet and equipment assets. Creates and updates fleet and equipment assets in CMMS database.
- Rebuilds equipment by disassembling, cleaning, and repairing mechanical malfunctions; reassembles and tests equipment to ensure that it is in proper working condition.
- Maintains accurate, up to date records on hazardous waste materials. Maintains storage and containment areas for oils, greases, lubricants, anti-freeze, hydraulic fluids, etc.
- Provides staff assistance to the Maintenance Manager; conducts a variety of studies and investigations related to fleet and equipment preventive and corrective maintenance strategies. Makes recommendations for fleet and equipment upgrades and replacements.
- Orders replacement parts to perform maintenance and repairs as necessary. Maintains inventory of replacement parts and equipment.

- Operates and maintains a variety of hand tools, power tools, pneumatic tools, and other equipment in the performance of assigned mechanical duties.
- Reads, understands, and ensures compliance with the District Safety Manual; attends safety meetings, as required; reports all accidents, violations, or infractions to supervisor.
- Responds to emergency call out situations.
- Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Ability to:

- Independently diagnose and repair a wide range of complex mechanical problems in both light and heavy-duty vehicles and construction equipment.
- Operate and maintain a wide variety of hand, power and shop tools, and equipment used in the work.
- Estimate necessary materials and equipment to complete assignments.
- Prepare records and basic reports.
- Read and interpret manuals, specifications, and drawings.
- Use shop mathematics to make calculations.
- Fabricate and repair a wide variety of metal parts, equipment, and tools.
- Maintain maintenance logs and records.
- Understand and follow oral and written instructions.
- Make sound independent judgments within established guidelines.
- Understand and follow oral and written instructions.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Effectively use computerized maintenance management system (CMMS).
- Communicate clearly and concisely, both orally and in writing, using appropriate grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training

- Equivalent to the completion of the twelfth grade supplemented by specialized trade school training in diesel or gasoline powered mechanics.
- Experience with On-Board diagnostic equipment protocols desirable.
- Experience with hybrid systems desirable.

Experience

Mechanic I Two (2) years of experience in the maintenance and repair of light and heavy vehicles and construction equipment.

Mechanic I/II/Senior (continued)

Mechanic II Four (4) years of progressively responsible experience in the maintenance and repair of light and heavy vehicles and construction equipment, including medium-to-complex diagnosis, troubleshooting, and repairs. Familiar and competent in used of CMMS applications.

Senior Mechanic Six (6) years of progressively responsible experience in the maintenance and repair of light and heavy vehicles and construction equipment, including advanced diagnosis, troubleshooting, and repairs. Highly proficient in use of CMMS applications. One (1) year of serving in a lead capacity is desirable.

Knowledge

- Methods, techniques, parts, tools, and materials used in the overhaul, maintenance, and repair of light to heavy gasoline, natural gas, propane, electric and diesel-powered vehicles, and related equipment, including automatic and manual transmissions, brakes, suspension, and steering systems.
- Operational characteristics of a diverse range of systems and components in light and heavy vehicles and equipment.
- Methods and techniques of using specialized light and heavy vehicle and equipment diagnostic tools.
- Operation and maintenance of a wide variety of hand, power and shop tools, and equipment common to the field.
- Practices and procedures of shop and field welding including the operation of oxyacetylene and electric arc welding equipment; welding properties of various metals and alloys.
- Lubrication systems, including oils and greases used in servicing and maintaining vehicles and equipment.
- Methods, techniques, tools, and equipment used to align vehicles and equipment.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and District staff.
- Principles, methods, materials, tools, and equipment used in the maintenance and repair of pumps, valves, pump drive gear heads, gear reduction boxes, engines, motors, and other mechanical systems.
- Operating characteristics and application of electrical test equipment.
- Operational characteristics of both water and wastewater treatment plant systems and equipment.
- Advanced methods and techniques of performing diagnostic troubleshooting services.
- Operational characteristics of tools and equipment used in pump maintenance activities.
- Proper procedures used in the maintenance and repair of hand and power tools.
- Mathematical principles.
- Operating characteristics of computers and applicable software applications.
- Principles and practices of record keeping.
- Precautions necessary for working with high voltage.
- Occupational hazards and standard safety practices.
- Pertinent federal, state, and local laws, codes, and regulations.

License

- Possession of a valid Class C California Driver’s License.
- Obtain forklift operator certification within 12 months of employment.
- Possess or obtain crane operator certifications issued by the National Commission for the Certification of Crane Operators within 24 months of employment.
- Certification required in District provided CPR/First Aid training.

When assigned to Mechanic I:

- Possession of a valid Class A California driver’s license is desirable.

When assigned to Mechanic II:

- Possession of a valid Class A California driver’s license is desirable.
- Specialized training in automotive diagnosis and repair is desirable.

When assigned to Senior Mechanic:

- Possession of a valid Class A California driver’s license is desirable.
- Specialized training in advanced automotive diagnosis and repair is desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

ENVIRONMENT

Indoor/outdoor, and heavy industrial environment; travel from site to site; exposure to noise, dust, oil, grease, smoke, fumes, noxious odors, gases, gasoline, diesel fuel, vibrations, electrical energy, radiant energy and all types of weather and temperature conditions; exposure to hazardous traffic conditions; work in, on, or around complex machinery; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain; work in confined spaces; incumbents may be required to work extended hours including evenings and weekends.

PHYSICAL

- Level Three
- NIDA
- Pulmonary

Incumbents require sufficient mobility to walk, stand, and sit for prolonged periods of time; frequently stoop, bend, kneel, crouch, crawl, climb, reach and twist; push, pull, lift, and/or carry 100lbs, exposure to harsh weather, hazardous chemicals, confined spaces, respirator. Use of large mechanical tools, electrical parts, and frequent exposure to extended periods of noise; operate assigned equipment and vehicles; ability to verbally communicate to exchange information.

VISION

See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents; and to operate assigned equipment.

HEARING

Hear in the normal audio range with or without correction.

JOB STATUS: Non-Exempt: Employees Association

SALARY RANGE:	Mechanic I	22
	Mechanic II	26
	Senior Mechanic	28

(M I/II/Sr.)



Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 22, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: ADOPTION OF RESOLUTION FOR ACCEPTANCE OF A FUNDING AGREEMENT ISSUED BY THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) FOR THE DIAMOND REGIONAL SEWER LIFT STATION AND DUAL FORCE MAIN PROJECT (PROJECT NO. 8514-110)

STRATEGIC GOAL

Maintain Financial Strength and Resiliency

RECOMMENDATION

The General Manager and staff recommend that the Board of Directors:

1. Adopt a resolution accepting the terms and conditions as outlined in the funding agreement; and,
2. Authorize the General Manager and President of the Board of Directors to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

The Diamond Regional Sewer Lift Station and Diamond Regional Sewer Dual Forcemains Project involves two separate and phased construction projects. The Lift Station will ultimately eliminate four (4) existing lift stations in the region and the dual forcemains will discharge the raw wastewater to an existing junction structure, providing reliability and increased capacity to the region, allowing for future planned development. The lift station will initially pump an average flow of 3.0 million gallons per day (MGD) with the ability to expand for future phases up to 6.6 MGD to accommodate future growth.

Diamond Regional Sewer Lift Station Project:

- The new lift station would consist of an approximately 48 ft deep below grade sewage lift station and wetwell, emergency diesel generator, odor control system, electrical building, flow metering vault, and associated yard piping and site grading. The new lift station will be constructed of an architectural style similar to that of the existing adjacent Back Basin Groundwater Treatment Plant and nearby baseball stadium.
- Construction for the project is expected to last 18 months. Deep excavations will be required for the new structure. Shallow groundwater will necessitate pumping and possibly treatment prior to disposal. Additionally, the general contractor will have to coordinate construction among his various specialty subcontractors to stage and successfully complete construction. Construction completion also includes specific start-up requirements to demonstrate the new instrumentation and controls operate as intended and in conjunction with existing facilities within the region.

Diamond Regional Sewer Dual Forcemains Project:

•The Dual Forcemains include construction of approximately 3,400 LF of parallel 24-inch-diameter and 18-inch-diameter HDPE force mains. The alignment will connect at the north end of the Diamond Regional Sewer Lift Station, head east and then north along Diamond Circle into Peter Lehr Drive, cross the San Jacinto River, continue along Elm Street, and proceed to the North Reach connection point at Elm Street and East Lakeshore Drive. Construction would include trenching, installation of pipelines, backfilling and asphalt paving. A portion of the alignment, crossing the San Jacinto River, will require microtunneling construction method. A 66-inch diameter steel carrier casing will be drilled under the River with the forcemains installed inside. Jack-and-bore methods of pipe installation may be used to cross East Lakeshore Drive, approximately 19.5 feet deep with excavated entrance and exit pits on each end. Shallow groundwater will necessitate pumping and possibly treatment prior to disposal at each of the entrance and exit pits for the pipelines.

- Construction for this project is expected to last 24 months, occurring concurrently with the Diamond Regional Sewer Lift Station construction.

ENVIRONMENTAL WORK STATUS

The environmental documents have been completed since April 2022.

FISCAL IMPACT

The final award amount is \$36,540,937 low interest loan (1.75% interest rate) to be repaid over a 20-year term. Should the District have had to issue debt, the principal and interest payments would have been roughly \$53.7 million dollars over a 20-year term. The low interest loan will incur principal and interest payments of roughly \$43.5 million, a savings of approximately \$10.2 million dollars to the District.

Originated by: Serena Johns – Grant Administration
Reviewed by: Christy Gonzalez – Administration

Attachments:

Resolution
Funding Agreement

RESOLUTION NO. 22-11-xx

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ELSINORE VALLEY MUNICIPAL WATER DISTRICT AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A CONSTRUCTION INSTALLMENT SALE AGREEMENT WITH THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Elsinore Valley Municipal Water District, a municipal water district duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "District"), is authorized under provisions of the Constitution and laws of the State of California, and in accordance therewith, to incur indebtedness; and

WHEREAS, the District has applied and been approved for a loan (the "SRF Loan") from the California State Water Resources Control Board (the "State Water Board") under the State Revolving Fund Program to provide the funds needed to pay for its Diamond Regional Sewer Lift Station and Dual Force Mains project (the "Project"); and

WHEREAS, in order to obtain the SRF Loan, the District must enter into a construction installment sale agreement with the State Water Board; and

WHEREAS, the Board of Directors of the District (the "Board") now desires to approve the delivery and execution of that certain Construction Installment Sale Agreement, by and between the District and the State Water Board (the "ISA"), attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the ISA is necessary to accomplish the completion and funding of the SRF Loan and eventual distribution of loan proceeds to the District to fund the Project; and

WHEREAS, pursuant to Section 5852.1 of the Government Code of the State of California the District has obtained from Fieldman Rolapp & Associates, its Municipal Advisor, good faith estimates of (a) the true interest cost of the SRF Loan, (b) the finance charge of the SRF Loan, meaning the sum of all fees and charges paid to third parties, (c) the amount of proceeds of the SRF Loan expected to be received less the finance charge described above and any reserves or capitalized interest paid or funded with proceeds of the SRF Loan, and (d) the sum total of all debt service payments on the SRF Loan calculated to the final maturity of the SRF Loan plus the finance charge described above not paid with the proceeds of the SRF Loan, and such estimates are disclosed and set forth in Exhibit B attached hereto and incorporated herein; and

WHEREAS, Section 8855 of the Government Code of the State of California ("Section 8855") places certain responsibilities on any issuer of public debt, including a requirement that such issuers have, prior to the sale of any debt issue, adopted local debt policies that meet certain criteria; and

WHEREAS, the District has adopted a local debt policy in compliance with Section 8855; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the entering into of the documents described above.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ELSINORE VALLEY MUNICIPAL WATER DISTRICT, AS FOLLOWS:

Section 1. All of the above recitals are true and correct and the Board so finds. The Board hereby specifically finds and declares that the statements, findings and determinations of the District set forth in the preambles of the documents approved herein are true and correct.

Section 2. The ISA is hereby approved and each of the President, the General Manager, and their written designees (each an "Authorized Officer" and together, the "Authorized Officers"), acting alone, is hereby authorized and directed to execute and deliver the ISA in the name of and on behalf of the District, in substantially the form now before this meeting and attached hereto as Exhibit A, but with such changes, modifications, additions and deletions therein as shall be deemed necessary, desirable or appropriate by the Authorized Officer or Authorized Officers. Approval of any such changes, modifications, additions and deletions shall be conclusively evidenced by the execution and delivery of the ISA by one or more Authorized Officers.

Section 3. Each Authorized Officer is hereby appointed as an authorized officer of the District for all purposes required by the ISA, and such Authorized Officers are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the foregoing actions.

Section 4. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to carry out, give effect to, and comply with the terms and intent of this Resolution and to effectuate the SRF Loan and the ISA. Such actions heretofore taken by an Authorized Officer are hereby ratified, confirmed and approved.

Section 5. This Resolution shall take effect immediately upon its passage.

APPROVED, ADOPTED AND SIGNED this 22nd day of November, 2022

APPROVED:

Darcy M. Burke, President of the
Board of Directors of the
Elsinore Valley Municipal Water District

ATTEST:

Terese Quintanar, Secretary of the
Board of Directors of the
Elsinore Valley Municipal Water District

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

I, Terese Quintanar, Secretary of the Board of Directors of Elsinore Valley Municipal Water District, do hereby certify that the foregoing Resolution No. _____, was duly adopted by said Board at its Regular Meeting held on November 22, 2022, and that it was so adopted by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Terese Quintanar, Secretary of the
Board of Directors of the
Elsinore Valley Municipal Water District

EXHIBIT A

Form of Installment Sale Agreement



CLEAN WATER

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



CONSTRUCTION INSTALLMENT SALE AGREEMENT

DIAMOND REGIONAL SEWER LIFT STATION AND DUAL FORCE MAINS PROJECT NO. C-06-8514-110

AGREEMENT NO. D2201002

PROJECT FUNDING AMOUNT: \$36,540,937
ESTIMATED REASONABLE PROJECT COST: \$36,540,937

ELIGIBLE WORK START DATE: DECEMBER 1, 2016
ELIGIBLE CONSTRUCTION START DATE: SEPTEMBER 20, 2022

CONSTRUCTION COMPLETION DATE: DECEMBER 31, 2025
FINAL REIMBURSEMENT REQUEST DATE: JUNE 30, 2026
FINAL PAYMENT DATE: DECEMBER 31, 2045
RECORDS RETENTION END DATE: DECEMBER 31, 2061

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AGREEMENT

1. AUTHORITY.

- (a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Section 13475 et seq. of the Water Code, and Resolution Nos. 2019-0064 and 2022-0041.
- (b) The Recipient is authorized to enter into this Installment Sale Agreement (Agreement) pursuant to Resolution No. 19-09-03, dated September 12, 2019.

2. INTENTION.

- (a) The Recipient desires to receive financial assistance for and undertake work required for the Diamond Regional Sewer Lift Station and Dual Force Mains wastewater construction Project according to the terms and conditions set forth in this Agreement.
- (b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement, with the expectation that the Recipient shall repay all of the financial assistance to the State Water Board.
- (c) The Recipient intends to evidence its obligation to submit Payments to the State Water Board and secure its obligation with Net Revenues of its water and wastewater enterprise, as set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.
- (d) The Recipient intends to certify and evidence its compliance with the Tax Covenants set forth in Exhibit F.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

- (a) The Recipient hereby sells to the State Water Board and the State Water Board hereby purchases from the Recipient the Project. Simultaneously therewith, the Recipient hereby purchases from the State Water Board, and the State Water Board hereby sells to the Recipient, the Project in accordance with the provisions of this Agreement. All right, title, and interest in the Project shall immediately vest in the Recipient on the date of execution and delivery of this Agreement by both parties without further action on the part of the Recipient or the State Water Board.
- (b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:
- i. The Recipient must deliver to the Division a resolution authorizing this Agreement.
 - ii. The Recipient must deliver an opinion of bond counsel and general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
- (c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Final Payment Date.

- (d) This Agreement includes the following exhibits and attachments thereto:
- i. EXHIBIT A – SCOPE OF WORK
 - ii. EXHIBIT B – FUNDING TERMS
 - iii. EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS
 - iv. EXHIBIT D – SPECIAL CONDITIONS
 - v. EXHIBIT E – PAYMENT SCHEDULE
 - vi. EXHIBIT F – TAX CERTIFICATE

(e) This Agreement includes the following documents incorporated by reference, as well as any documents incorporated by reference in Exhibit D:

- i. the Final Plans & Specifications, which are the basis for the construction contract to be awarded by the Recipient, dated February 21, 2021 and September 2021;
- ii. the Waste Discharge Requirement Order No. R8-2013-0017 and National Pollutant Discharge Elimination System Permit No. CA8000027;
- iii. the Recipient’s Reimbursement Resolution No. 19-09-01 dated September 12, 2019;
- iv. the Recipient’s Tax Questionnaire dated December 10, 2019.
- v. the Davis-Bacon requirements found at:

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/2022/davis-bacon-2022-cwsrf-governmental-entities-public.pdf

(f) This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

4. PARTY CONTACTS

State Water Board		Elsinore Valley Municipal Water District	
Section:	Division of Financial Assistance		
Name:	Melky Calderon, Project Manager	Name: Greg Thomas	Title: General Manager
Address:	1001 I Street, 16 th Floor	Address:	31315 Chaney Street
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Lake Elsinore, CA 92530
Phone:	(916) 341-5646	Phone:	(951) 674-3416
Email:	Melky.Calderon@waterboards.ca.gov	Email:	Gthomas@evmwd.net

The Recipient may change its contact upon written notice to the Division, which notice shall be accompanied by authorization from the Recipient’s Authorized Representative. The State Water Board will notify the Recipient of any changes to its contact.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division’s Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Bank" means the California Infrastructure and Economic Development Bank.

"Bond Funded Portion of the Project Funds" means any portion of the Project Funds which was or will be funded with Bond Proceeds.

"Bond Proceeds" means original proceeds, investment proceeds, and replacement proceeds of Bonds.

"Bonds" means any series of bonds issued by the Bank, the interest on which is excluded from gross income for federal tax purposes, all or a portion of the proceeds of which have been, are, or will be applied by the State Water Board to fund all or any portion of the Project Costs or that are secured in whole or in part by Payments paid hereunder.

"Charge In Lieu of Interest" means any fee or charge in lieu of some or all of, but not to exceed, the interest that would otherwise be owed under this Agreement, as set forth in Exhibit E.

"Code" as used in Exhibit F of this Agreement means the Internal Revenue Code of 1986, as amended, and any successor provisions and the regulations of the U.S. Department of the Treasury promulgated thereunder.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is identified in Exhibit A of this Agreement.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Debt Service" means, as of any date, with respect to outstanding System Obligations and, in the case of the additional debt tests in Exhibit B of this Agreement, any System Obligations that are proposed to be outstanding, the aggregate amount of principal and interest scheduled to become due (either at maturity or by mandatory redemption), together with any Charge In Lieu of Interest on this Obligation or other System Obligations to the State Water Board, calculated with the following assumptions:

- a. Principal payments (unless a different subdivision of this definition applies for purposes of determining principal maturities or amortization) are made in accordance with any amortization schedule published for such principal, including any minimum sinking fund payments;
- b. Interest on a variable rate System Obligation that is not subject to a swap agreement and that is issued or will be issued as a tax-exempt obligation under federal law, is the average of the SIFMA Municipal Swap Index, or its successor index, during the 24 months preceding the date of such calculation;
- c. Interest on a variable rate System Obligation that is not subject to a swap agreement and that is issued or will be issued as a taxable obligation under federal law, is the average of SOFR, or its successor index, during the 24 months preceding the date of such calculation;
- d. Interest on a variable rate System Obligation that is subject to a swap agreement is the fixed swap rate or cap strike rate, as appropriate, if the variable rate has been swapped to a fixed rate or capped pursuant to an interest rate cap agreement or similar agreement;
- e. Interest on a fixed rate System Obligation that is subject to a swap agreement such that all or a portion of the interest has been swapped to a variable rate shall be treated as variable rate debt under subdivisions (b) or (c) of this definition of Debt Service;
- f. Payments of principal and interest on a System Obligation are excluded from the calculation of Debt Service to the extent such payments are to be paid from amounts then currently on deposit with a trustee or other fiduciary and restricted for the defeasance of such System Obligations;
- g. If 25% or more of the principal of a System Obligation is not due until its final stated maturity, then principal and interest on that System Obligation may be projected to amortize over the lesser of 30 years or the Useful Life of the financed asset, and interest may be calculated according to subdivisions (b)-(e) of this definition of Debt Service, as appropriate.

"Deputy Director" means the Deputy Director of the Division.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.

"Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.

"Event of Default" means the occurrence of any of the following events:

- a) Failure by the Recipient to make any payment required to be paid pursuant to this Agreement, including Payments;
- b) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;

- c) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
- d) Failure by the Recipient to comply with the additional debt test or reserve fund requirement, if any, in Exhibit B or Exhibit D of this Agreement;
- e) Failure to operate the System or the Project without the Division's approval;
- f) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- g) The occurrence of a material breach or event of default under any System Obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;
- h) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
- i) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code; or
- j) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the System or the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

"Final Payment Date" is the date by which all principal and accrued interest due under this Agreement is to be paid in full to the State Water Board and is specified on the Cover Page of this Agreement.

"Final Reimbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds disbursements may be requested.

"Financing Authority" shall refer to Elsinore Valley Municipal Water District Financing Authority.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Listed Event" means, so long as the Recipient has outstanding any System Obligation subject to Rule 15c2-12, any of the events required to be reported with respect to such System Obligation pursuant to Rule 15c2-12(b)(5).

"Master Resolution" means Resolution No. 1108 of the Board of Directors of the Elsinore Valley Municipal Water District Providing for the Allocation of Water and Sewer System Revenues and Establishing

Covenants to Secure the Payment of Obligations Payable from New Water and Sewer Revenues adopted on September 9, 1992, as amended by First Supplemental Resolution No. 1111 of the Board of Directors of Elsinore Valley Municipal Water District adopted on September 23, 1992, Second Supplemental Resolution No. 00-03-08 of the Board of Directors of the Elsinore Valley Municipal Water District adopted on March 22, 2000.

"Material Obligation" means an obligation of the Recipient that is material to this transaction, including System Obligations.

"Maximum Annual Debt Service" means the maximum amount of Debt Service due on System Obligations in a Fiscal Year during the period commencing with the Fiscal Year for which such calculation is made and within the next five years in which Debt Service for any System Obligations will become due.

"Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

"Obligation" means the obligation of the Recipient to make Payments (including Additional Payments) as provided herein, as evidenced by the execution of this Agreement, proceeds of such obligations being used to fund the Project as specified in the Project Description in Exhibit A and Exhibit B and in the documents thereby incorporated by reference.

"Operations and Maintenance Costs" means all costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all costs of water purchased or leased by the Recipient, and including all expenses of management and repair and other expenses necessary to maintain and preserve the System in good repair and working order, and including all administrative costs of the Recipient, such as salaries and wages of employees, overhead, taxes (if any), and insurance premiums, and including all other costs of the Recipient or charges required to be paid by it to comply with the terms hereof or of any resolution authorizing the execution of any parity obligations, such as compensation, reimbursement and indemnification of the trustee, seller, lender or lessor for any such parity obligations, and fees and expense of independent certified public accountants; but excluding, in all cases (1) depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles, premiums and discounts, (2) interest expense, and (3) amounts paid from sources other than Revenues.

"Parity Obligation" means a debt obligation of the Recipient on parity with this Obligation. The Recipient's Parity Obligations are these:

- the State Revolving Fund Local Match Loan Program Contract by and between the State Water Resources Control Board and Elsinore Valley Municipal Water District dated January 17, 2001 (Contract No. 99-817-550-0).
- the Installment Sale Agreement by and between Elsinore Valley Municipal Water District and California State Water Resources Control Board dated October 24, 2016 (Agreement No. D16-01009).
- the Planning Loan by and between Elsinore Valley Municipal Water District and California State Water Resources Control Board dated January 11, 2018 (Agreement No. D17-01018).
- the Planning Loan by and between Elsinore Valley Municipal Water District and California State Water Resources Control Board dated January 11, 2018 (Agreement No. D17-01019).
- the Installment Sale Agreement by and between the Elsinore Valley Municipal Water District and the Elsinore Valley Municipal Water District Financing Authority dated April 1, 2016 (Series 2016A).
- the Wastewater Capacity Funding Agreement dated as of August 1, 2017 by and between Santa Rosa Regional Resources Authority and Elsinore Valley Municipal Water District (Series 2017A & B).

- the Funding Agreement Pertaining to State Revolving Fund Loan from the California State Water Resources Control Board dated as of January 2, 2018 by and between the Santa Rosa Regional Resources Authority and Elsinore Valley Municipal Water District.
- the Installment Sale Agreement by and between Elsinore Valley Municipal Water District and California State Water Resources Control Board dated July 30, 2018 (Agreement No. D17-01029).
- the Installment Sale Agreement by and between Elsinore Valley Municipal Water District and California State Water Resources Control Board dated July 30, 2018 (Agreement No.: SWRCB0000000000D190100500, Project No.: C-06-8336-110.
- the Installment Sale Agreement by and between Elsinore Valley Municipal Water District and California State Water Resources Control Board dated November 10, 2021 (Agreement No.: SWRCB0000000000D2001048, Project No.: C-06-8462-110.)
- The Installment Sale Agreement by and between the Elsinore Valley Municipal Water District and the Elsinore Valley Municipal Water District Financing Authority dated as of July 1, 2021 (Refunding Water Revenue Bonds, Series 2021A).

“Payment” means any payment due to the State Water Board from the Recipient pursuant to this Agreement.

"Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.

“Project” means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP, and may include capitalized interest.

“Project Funds” means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

“Recipient” means Elsinore Valley Municipal Water District. In any provision of this Agreement referencing duties undertaken by the Financing Authority on behalf of Elsinore Valley Municipal Water District, the term “Recipient” shall also refer to the Financing Authority.

“Records Retention End Date” means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

“Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.

“Reimbursement Resolution” means the Recipient’s reimbursement resolution identified and incorporated by reference in this Agreement.

“Reserve Fund” means the reserve fund required pursuant to Exhibit B of this Agreement.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, charges (including connection fees and standby or water availability charges) and business interruption insurance proceeds received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, and also including all income from the deposit or investment of any money in a fund established pursuant to the Master Resolution and available thereunder to pay Installment Payments, and also including benefit assessments and property taxes to the extent the proceeds of such assessments or taxes may be legally pledged to the payment of this Obligation, and also including deposits from the Recipient's rate stabilization fund to the water and sewer revenue fund pursuant to the Master Resolution and less amounts transferred from the water and sewer revenue fund to the rate stabilization fund, but excluding any refundable deposits made to establish credit, and advances or contributions in aid of construction.

"Rule 15c2-12(b)(5)" means Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

"Senior Obligation" means a debt obligation of the Recipient that is senior to this Obligation. There are no Senior Obligations.

"SRF" means the Clean Water State Revolving Fund.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board.

"Subordinate Obligation" means a debt obligation of the Recipient that is subordinate to this Obligation, and refers to Contract No. 5-07-30-W0103, dated September 23, 1985, between the United States and Elsinore Valley Municipal Water District Under the Small Reclamation Projects Act.

"System" means (i) all property rights, contractual rights and facilities of the Recipient relating to water, including all facilities for the treatment, conservation, storage, transmission, and distribution of water now owned by the Recipient and all other properties, structures or works for the treatment, conservation, storage, transmission, and distribution of water and the generation and delivery of hydroelectric power in connection therewith hereafter acquired and constructed by the Recipient and determined by the Recipient to be a part of the System; and (ii) all property rights, contractual rights, and facilities of the Recipient relating to wastewater, including all facilities for the transporting, treating, neutralizing, stabilizing or disposing of wastewater now owned by the Recipient and all other properties, structures, or works for the transporting, treating, neutralizing, stabilizing, or disposing of wastewater hereafter acquired and constructed by or for the Recipient and determined by the Recipient to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

"System Obligation" means any obligation of the Recipient payable from the Net Revenues, including but not limited to this Obligation, any Parity Obligation, any Subordinate Obligation, and such additional obligations as may hereafter be issued in accordance with the provisions of such obligations and this Agreement.

"Useful Life" means the economically useful life of the Project beginning at Completion of Construction and is set forth in Exhibit A.

"Year" means calendar year unless otherwise expressly indicated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

ELSINORE VALLEY MUNICIPAL WATER DISTRICT:

By: _____
Name: Greg Thomas
Title: General Manager

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK

A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

- (a) The Project is the project set forth on the Cover Page of this Agreement.
- (b) The Useful Life of this Project is at least twenty (20) years.
- (c) Project Purpose and Description

The funding under this Agreement shall be used to replace the existing B-1, Summerly, and Back Basin Ground Water Treatment Plant Lift stations and construction of new Dual Force Mains.

- (d) Scope of Work.

The Recipient agrees to do the following:

The Recipient agrees to replace the existing B-1, Summerly, and Back Basin Ground Water Treatment Plant lift stations and construct dual force mains including:

- Construction of lift stations with dual adjacent wet-well layout and 6 pumps (4 duty, 2 standby)
- Site layout improvements including wet-wells inlet re-orientation and new valve and meter vaults
- Construction of Odor Control Biofilter with inorganic media
- Construction of Pretreatments/Solids Removal facility
- Construction of 3,100 linear feet of Force Main with pipe size varying between 16-inch and 24-inch diameter.

A.2. STANDARD PROJECT REQUIREMENTS.

A.2.1 Acknowledgements.

The Recipient shall include the following acknowledgement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board.

California’s Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.

The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

A.2.2 Reports

A.2.2.1 Progress Reports.

- (a) The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement.

(b) The Recipient must provide a progress report with each reimbursement request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B.

(c) A progress report must contain the following information:

- i. A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- ii. A description of compliance with environmental requirements;
- iii. A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- iv. Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.2.2.2 Project Completion Report.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate Regional Water Board on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

A.2.2.3 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.2.2.4 DBE Reports for SRF Projects.

The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.2.3 Signage.

The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):



a.

b. "Funding for this Diamond Regional Sewer Left Station and Dual Force Mains Project has been provided in full or in part by the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."

b. The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

A.2.4 Commencement of Operations.

Upon Completion of Construction of the Project, the Recipient must expeditiously initiate Project operations.

A.3 DATES & DELIVERABLES.

(a) Time is of the essence.

(b) The Recipient must expeditiously proceed with and complete construction of the Project.

(c) The following dates are established as on the Cover Page of this Agreement:

- i. Eligible Work Start Date
- ii. Eligible Construction Start Date
- iii. Completion of Construction Date
- iv. Final Reimbursement Request Date
- v. Records Retention End Date
- vi. Final Payment Date

(d) The Recipient must award the prime construction contract timely.

(e) The Recipient agrees to start construction no later than March 1, 2023.

(f) The Recipient must deliver any request for extension of the Completion of Construction date no less than 90 days prior to the Completion of Construction date

(g) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final reimbursement request to the Division on or before the Final Reimbursement Request Date.

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to Project Completion. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final reimbursement request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
A.	ADDITIONAL SUBMITTAL(S) TO DIVISION		
1.	Final Plans and Specifications	N/A	Complete
2.	Completion of Construction	December 31, 2025	N/A
B.	REPORTS		
1.	Progress Reports	Quarterly	
2.	Final Inspection and Certification		TBD
3.	Project Completion Report		TBD
4.	As Needed Reports		As Requested by Division
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		Quarterly
1.	Final Budget Approval Package	N/A	June 30, 2023
2.	Final Reimbursement Request	June 30, 2026	N/A

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND REIMBURSEMENTS

B.1.1 Funding Contingency and Other Sources.

(a) If this Agreement’s funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.

(b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board to be applied to Payments due hereunder, if any.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project, including associated planning and design costs is thirty-six million five hundred forty thousand nine hundred thirty-seven dollars and no cents (\$36,540,937.00).

B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.1.4 [Reserved]

B. 1.5 Budget Costs.

(a) Estimated budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$24,382,259	\$24,382,259
Pre-Purchased Material/Equipment	\$0	\$0
Purchase of Land	\$0	\$0
Contingency	\$4,734,419	\$4,734,419
Allowances (Soft Costs)	\$7,424,259	\$7,424,259
TOTAL	\$36,540,937	\$36,540,937

The Division’s Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division’s Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient’s submittal of its final claim. Any line item adjustments to the Summary Project Cost

Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

(b) Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.1.6 Contingent Disbursement.

(a) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

(b) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

(c) Construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient.

(d) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.

(e) Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

(f) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

(g) The Recipient agrees to ensure that its final reimbursement request is received by the Division no later than the Final Reimbursement Request Date. If the final reimbursement request is not received timely, the undisbursed balance of this Agreement will be deobligated.

(h) The Recipient is not entitled to interest earned on undisbursed funds.

B.1.7 Reimbursement Procedure.

Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:

(a) Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.

(b) The Recipient must submit a reimbursement request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this

Agreement is executed by the State Water Board. Late reimbursement requests may not be honored.

- (c) The Recipient may request reimbursement of eligible construction and equipment costs consistent with budget amounts approved by the Division in the Final Budget Approval.
- (d) Additional Project Funds will be promptly disbursed to the Recipient upon receipt of reimbursement request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
- (e) The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement request. Supporting documentation (e.g., receipts) must be submitted with each reimbursement request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed reimbursement request. Reimbursement requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
- (f) The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future disbursements.
- (g) The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
- (h) Notwithstanding any other provision of this 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, policies, or regulations.
- (i) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>, as of the date costs are incurred by the Recipient.

B.1.8 Withholding of Disbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
- (b) Placement on the ballot or passage of an initiative or referendum to repeal or reduce the Recipient's taxes, assessments, fees, or charges levied for operation of the System or payment of debt service on System Obligations;
- (c) Commencement of litigation or a judicial or administrative proceeding related to the Project, System, or Revenues that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
- (d) Any investigation by the State Water Board, District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General,

- the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (e) A material adverse change in the condition of the Recipient, the Revenues, or the System, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
 - (f) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
 - (g) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project or the System;
 - (h) An event requiring Notice as set forth in Exhibit C;
 - (i) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds; Enforcement.

All requests for reimbursement submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must 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). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit; refer the matter for appropriate administrative action, including but not limited to the recovery of financial assistance provided and the imposition of civil penalties; and/or 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. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

B.2 RECIPIENT'S PAYMENT OBLIGATION, PLEDGE, AND RESERVE

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.2.2 Estimated Principal Payment Due.

The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is thirty-six million five hundred forty thousand nine hundred thirty-seven dollars and no cents (\$36,540,937.00).

B.2.3 Interest Rate and In-Lieu of Interest Charges.

(a) The Recipient agrees to make all Payments according to the schedule in Exhibit E, and as otherwise set forth herein, at an interest rate of one seventy-five tenths (1.75%) per annum.

(b) Interest will accrue beginning with each disbursement.

(c) In lieu of, and not to exceed, interest otherwise due under this Agreement, the Recipient agrees to pay the following charge(s), as further set forth in Exhibit E:

- an Administrative Service Charge
- a Small Community Grant Fund Charge

B.2.4 [Reserved]

B.2.5 Obligation Absolute.

The obligation of the Recipient to make the Payments and other payments required to be made by it under this Agreement, from the Net Revenues and/or other amounts legally available to the Recipient therefor, is absolute and unconditional, and until such time as the Payments and Additional Payments have been paid in full, the Recipient must not discontinue or suspend any Payments or other payments required to be made by it hereunder when due, whether or not the Project, or any related part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

B.2.6 Payment Timing.

(a) Beginning one year after Completion of Construction, the Recipient must submit an annual Payment of the principal of the Project Funds, together with all interest accruing thereon. The Recipient must make Payments fully amortizing the total principal of the Project by the Final Payment Date. Payments are based on a standard fully amortized assistance amount with equal annual payments.

(b) The remaining balance is the previous balance, plus the disbursements, plus the accrued interest on both, plus any Charge In Lieu of Interest, less the Payment. Payment calculations will be made beginning one (1) year after Completion of Construction. Exhibit E is a payment schedule based on the provisions of this Exhibit and an estimated disbursement schedule. Actual payments will be based on actual disbursements.

(c) Upon Completion of Construction and submission of necessary reports by the Recipient, the Division will prepare an appropriate payment schedule and supply the same to the Recipient. The Division may amend this schedule as necessary to accurately reflect amounts due under this Agreement. The Division will prepare any necessary amendments to the payment schedule and send them to the Recipient. The Recipient must make each Payment on or before the due date therefor. A ten (10) day grace period will be allowed, after which time a penalty in the amount of costs incurred by the State Water Board will be assessed for late payment. These costs may include, but are not limited to, lost interest earnings, staff time, bond debt service default penalties, if any, and other related costs. For purposes of penalty assessment, payment will be deemed to have been made if payment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Recipient. The interest penalty will be assessed from the payment due date.

(d) The Recipient is obligated to make all payments required by this Agreement to the State Water Board, notwithstanding any individual default by its constituents or others in the payment to the Recipient of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Recipient. The Recipient must provide for the punctual payment to the State Water Board of all amounts which become due under this Agreement and which are received from constituents or others in the payment to the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be levied any Charge to provide payment by the Recipient under this Agreement, to enforce or to collect such Charge, or to pay over to the State Water Board any money collected on account of such Charge necessary to satisfy any amount due under this Agreement, the State Water Board may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the State Water Board. Action taken pursuant hereto shall not deprive the State Water Board of, or limit the application of, any other remedy provided by law or by this Agreement.

(e) Each Payment must be paid in lawful money of the United States of America by check or other acceptable form of payment set forth at www.waterboards.ca.gov/make_a_payment. The Recipient must pay Payments and Additional Payments from Net Revenues and/or other amounts legally available to the Recipient therefor.

B.2.7 Pledged Revenues.

B.2.7.1 Establishment of Enterprise Fund and Reserve Fund.

In order to carry out its System Obligations, the Recipient covenants that it shall establish and maintain or shall have established and maintained the Enterprise Fund. All Revenues received shall be deposited when and as received in trust in the Enterprise Fund. As required in this Exhibit, the Recipient must establish and maintain a Reserve Fund.

B.2.7.2 Pledge of Net Revenues, Enterprise Fund, and Reserve Fund.

The Obligation hereunder shall be secured by a lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund on parity with the Parity Obligations. The Recipient hereby pledges and grants such lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund to secure the Obligation, including payment of Payments and Additional Payments hereunder. The Enterprise Fund, Net Revenues in the Enterprise Fund, and any Reserve Fund shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Recipient.

B.2.7.3 Application and Purpose of the Enterprise Fund.

Subject to the provisions of any outstanding System Obligation, money on deposit in the Enterprise Fund shall be applied and used first, to pay Operations and Maintenance Costs, and thereafter, all amounts due and payable with respect to the System Obligations in order of priority. After making all payments hereinabove required to be made in each Fiscal Year, the Recipient may expend in such Fiscal Year any remaining money in the Enterprise Fund for any lawful purpose of the Recipient.

B.2.8 No Prepayment.

Pursuant to State Water Board's Debt Management Policy, adopted on October 3, 2017, the Recipient may not prepay any portion of the principal and interest due under this Agreement without the written consent of the Deputy Director of the Division.

B.2.9 Reserve Fund.

Prior to Completion of Construction, the Recipient must establish a restricted Reserve Fund, held in its Enterprise Fund, equal to one year's Debt Service on this Obligation. The Recipient must maintain the Reserve Fund throughout the term of this Agreement. The Reserve Fund is subject to lien and pledged as security for this Obligation, and its use is restricted to payment of this Obligation during the term of this Agreement.

B.3 RATES, FEES AND CHARGES.

(a) The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are equal to [the sum of (i) at least 120% of the Maximum Annual Debt Service with respect to all outstanding System Obligations on parity with the Obligation and (ii) at least 100% of the Maximum Annual Debt Service with respect to all outstanding System Obligations subordinate to the Obligation], so long as System Obligations other than this Obligation are outstanding. Upon defeasance of all System Obligations other than this Obligation, this ratio must be at least 120%, except where System Obligations are defeased pursuant to refunding obligations.

(b) The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

(c) Upon consideration of a voter initiative to reduce Revenues, the Recipient must make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in this Section. The Recipient must make its findings available to the public. The Recipient's Authorized Representative must request, if necessary, the authorization of the Recipient's decision-maker or decision-making body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in this Agreement and its obligation to operate and maintain the Project for its Useful Life. The Recipient must diligently pursue and bear any and all costs related to such challenge. The Recipient must notify and regularly update the State Water Board regarding the status of any such challenge.

B.4 ADDITIONAL DEBT.

(a) The Recipient's future debt that is secured by Revenues pledged herein may not be senior to this Obligation.

(b) The Recipient may issue additional parity or subordinate debt only if all of the following conditions are met:

- i. Net Revenues in the most recent Fiscal Year, excluding transfers from a rate stabilization fund, if any, meet the ratio for rate covenants set forth in this Exhibit with respect to any outstanding and proposed additional obligations;
- ii. The Recipient is in compliance with any reserve fund requirement of this Obligation.

B.5 NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project, System, or Revenues except as otherwise provided or permitted by this Agreement.

EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS

C.1 REPRESENTATIONS & WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date of execution of this Agreement by the Recipient.

C.1.4 No Litigation.

Except as disclosed with respect to *Kessner et al. v. City of Santa Clara et al.* (Santa Clara Co. Sup. Ct. Case Number: 20CV364054, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the System, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the System or any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights.

Except as disclosed in the opinion of general counsel required by Section 3(b)(ii) above and delivered in connection with this Agreement, the Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project. Any and all property rights necessary for the construction of the Project and/or operation of the Project through the longer of the Useful Life or the term of this Agreement which the Recipient does not possess at the execution of this Agreement (the "Post-Execution Property Rights") shall be acquired by the Recipient in accordance with the provisions of Exhibit D. The Recipient shall deliver proof of its acquisition of the Post-Execution Property Rights in accordance with the provisions of Exhibit D.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.1.9 System Obligations

The Recipient has no System Obligations other than those defined in this Agreement.

C.1.10 No Other Material Debt.

The Recipient has no Material Obligations other than System Obligations.

C.1.11 Compliance with State Water Board Funding Agreements.

The Recipient represents that it is in compliance with all State Water Board funding agreements to which it is a party.

C.2 DEFAULTS AND REMEDIES

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- i. return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;
- ii. accelerate the payment of any principal owed under this Agreement, provided that such payment does not violate Section 3.02(b) of the Master Resolution, and the Recipient shall repay all other Project Funds disbursed hereunder;
- iii. pay interest at the highest legal rate on all of the foregoing; and
- iv. pay any Additional Payments.

C.2.2 [Reserved]

C.2.3 Administrative remedies.

Whenever the State Water Board determines that the Recipient, the Recipient's contractor, consultant, employee, agent, assignee, or grantee has violated any requirement or term of the Agreement, the State Water Board may impose civil penalties in accordance with Water Code, section 13497. The State Water Board may impose civil liability administratively against the Recipient or the Recipient's consultant or contractor or other agent furnishing any information related to funds disbursed or costs claimed for reimbursement if the Recipient or the Recipient's consultant or contractor or other agent fails to personally attest that the information is true, accurate, and complete to the best of one's knowledge. (Wat. Code, § 13498.) The State Water Board may impose civil liability administratively against any person who makes a misrepresentation in any submittal to the State Water Board, including, but not limited to, an application, report, certification, record, invoice, form, or other document that is submitted to the State Water Board relating to a financial assistance agreement. (Wat. Code, § 13499.)

C.2.4 Judicial remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- i. by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- ii. by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement, including but not limited to the imposition and collection of rates for the services of the System sufficient to meet all requirements of this Agreement; and
- iii. take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to collect the Payments then due or thereafter to become due, or to

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enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.5 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.6 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.7 Damages for Breach of Federal Conditions.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.8 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the claims procedures provided to the Recipient under this Agreement.

C.2.9 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's Obligation to pay Payments as provided herein or shall affect or impair the right of the State Water Board to bring suit to enforce such payment. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.10 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3 STANDARD CONDITIONS

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, 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 the Agreement. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, reimbursement requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

(a) The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

(b) The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

(c) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:

- i. Establish an official file for the Project which adequately documents all significant actions relative to the Project;
- ii. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
- iii. Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
- iv. Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;
- v. Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
- vi. If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee.

(d) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Completion of Construction. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying,

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and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

Requests for amendments must be in writing and directed to the contact listed in Section 4 and to the Division's Chief of Loans and Grants Administration Section.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

C.3.5 Audit.

(a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division.

(b) Audit disallowances must be returned to the State Water Board.

C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C.3.7 Competitive Bidding

Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

(a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;

(b) Comply with the Policy; and

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(c) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

(a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

(b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

(c) Recipient must continue with the responsibilities under this Agreement during any dispute.

(d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 [Reserved]

C.3.15 Environmental Clearance.

(a) No work that is subject to CEQA or NEPA may proceed under this Agreement unless the State Water Board has provided environmental clearance. The State Water Board may require changes in the scope

of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.

(b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System or the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the

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Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 Leveraging Covenants.

- (a) Notwithstanding any other provision hereof, the Recipient covenants and agrees that it will comply with the Tax Covenants set forth in Exhibit F of this Agreement.
- (b) The Recipient covenants to furnish such financial, operating and other data pertaining to the Recipient as may be requested by the State Water Board to: (i) enable the State Water Board to cause the issuance of Bonds and provide for security therefor; or (ii) enable any underwriter of Bonds issued for the benefit of the State Water Board to comply with Rule 15c2-12(b)(5).
- (c) The Recipient further covenants to provide the State Water Board with copies of all continuing disclosure documents or reports that are disclosed pursuant to (i) the Recipient's continuing disclosure undertaking or undertakings made in connection with any outstanding System Obligation, (ii) the terms of any outstanding System Obligation, or (iii) a voluntary disclosure of information related to an outstanding System Obligation. The Recipient must disclose such documents or reports to the State Water Board at the same time such documents or reports are submitted to any dissemination agent, trustee, nationally recognized municipal securities information repository, the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website or other person or entity.

C.3.22 No Discrimination.

- (a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.
- (b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
- (c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- (d) The Recipient's obligations under this section shall survive the term of this Agreement.

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(e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

(f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(h) The Recipient, its contractors, and subcontractors must comply with all applicable federal civil rights regulations, including statutory and national policy requirements. (2 CFR § 200.300). This includes, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech. (Executive Order 13798).

(i) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(j) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.23 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.24 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.25 Notice.

Upon the occurrence of any of the following events, the Recipient must provide notice as set forth below.

- (a) Within 24 hours of the following, the Recipient must notify the Division by phone at (916) 327-9978 and by email to Melky.Calderon@waterboards.ca.gov and Robert.Pontureri@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov:
 - i. The seizure of, or levy on, any Revenues securing this Agreement;
 - ii. Any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has

determined what actions should be taken to protect and preserve the resource.
The Recipient must implement appropriate actions as directed by the Division.

(b) [Reserved]

(c) Within five (5) business days, the Recipient must notify the Division by phone at (916) 327-9978; by email to Lance.Reese@waterboards.ca.gov and Melky.Calderon@waterboards.ca.gov and Robert.Pontureri@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov; and by mail to the contact address set forth in Section 4 of this Agreement of the occurrence of any of the following events:

- i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
- ii. Change of ownership of the Project or the System or change of management or service contracts, if any, for operation of the System;
- iii. Loss, theft, damage, or impairment to Project, the Revenues or the System;
- iv. Failure to meet any debt service coverage test in Exhibit B of this Agreement;
- v. Draws on the Reserve Fund;
- vi. Listed Events and Events of Default, except as otherwise set forth in this section;
- vii. Failure to observe or perform any covenant or comply with any condition in this Agreement;
- viii. An offer from a public entity to purchase the Project or the System or any portion thereof, or any of the real or personal property related to or necessary for the Project;
- ix. A proceeding or action by a public entity to acquire the Project or the System by power of eminent domain;
- x. Incurrence of a System Obligation or other Material Obligation by the Recipient; or
- xi. A default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a System Obligation or other Material Obligation of the Recipient, any of which reflect financial difficulties.

(d) Within ten (10) business days, the Recipient must notify the Division by phone at (916) 327-9978, by email to Melky.Calderon@waterboards.ca.gov and Robert.Pontureri@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of the following events:

- i. Material defaults on Material Obligations, other than this Obligation;
- ii. Unscheduled draws on material debt service reserves or credit enhancements, reflecting financial difficulties;
- iii. Substitution of credit or liquidity providers, if any or their failure to perform;
- iv. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the System or the Recipient's continued existence;
- v. Circulation of a petition to repeal, reduce, or otherwise challenge the Recipient's rates for services of the System;
- vi. Consideration of dissolution, or disincorporation, or any other event that could materially impair the Revenues;
- vii. Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
- viii. Rating changes on outstanding System Obligations, if any;

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- ix. Issuance of additional Parity Obligations;
 - x. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board; or
 - xi. Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (e) The Recipient must notify the Division promptly by phone at (916) 327-9978, by email to Melky.Calderon@waterboards.ca.gov and Robert.Pontureri@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of any of the following events:
- i. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
 - ii. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
 - iii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - iv. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
 - v. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
 - vi. Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
 - vii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
 - viii. Any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, as required by Exhibit C.4.3(xxvii);
 - ix. Any events requiring notice to the Division pursuant to the provisions of this Agreement;
 - x. Completion of Construction of the Project, and actual Project Completion;
 - xi. The award of the prime construction contract for the Project;
 - xii. Initiation of construction of the Project.

C.3.26 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the System during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations.

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The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System must be free and clear of all claims and liens. If such net proceeds are insufficient to reconstruct, repair, or restore the System to the extent necessary to enable the Recipient to pay all remaining unpaid principal portions of the Payments, if any, in accordance with the terms of this Agreement, the Recipient must provide additional funds to restore or replace the damaged portions of the System.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.27 Permits, Subcontracting, and Remedies.

Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.28 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear

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the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.29 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

In addition, the Recipient agrees to comply with the Davis-Bacon provisions incorporated by reference in Section 3 of this Agreement.

C.3.30 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.31 Recipient's Responsibility for Work.

The Recipient shall be 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 Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.32 Related Litigation.

Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

C.3.33 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C.3.34 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation

between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.35 Timeliness.

Time is of the essence in this Agreement.

C.3.36 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.37 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.38 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4 MISCELLANEOUS STATE AND FEDERAL REQUIREMENTS

C.4.1 [Reserved]

C.4.2 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- i. The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- ii. Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- iii. Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- iv. Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- v. Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- vi. Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- vii. Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.

Exhibit C

- viii. Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- ix. Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- x. Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

C.4.3 Federal Requirements and Cross-Cutters for SRF Funding.

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:

- i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- ii. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 3 of this Agreement in all construction contracts and subcontracts.
- iii. The Recipient must comply with the signage requirements set forth in Exhibit A.
- iv. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- v. The Recipient shall comply with applicable EPA general terms and conditions found at <http://www.epa.gov/>.
- vi. No Recipient may receive funding under this Agreement unless it has provided its Unique Entity Identifier, assigned by the System for Award management, to the State Water Board.
- vii. [Reserved]
- viii. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Exhibit C

Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.

- ix. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- x. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- xi. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- xii. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
- xiii. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- xiv. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- xv. The Recipient certifies to the best of its knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

Exhibit C

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks reimbursements under this Agreement.

- xvi. The Recipient must comply with the following federal non-discrimination requirements:
- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - e. 40 CFR Part 7, as it relates to the foregoing.
- xvii. If the Project relates to construction of a publicly owned treatment works, where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.
- xviii. If the Project relates to construction of a publicly owned treatment works, the Recipient certifies that it has developed and is implementing a fiscal sustainability plan for the Project that includes an inventory of critical assets that are a part of the Project, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the Recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing the Project and a plan for funding such activities.
- xix. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:
- "During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.*
- "(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.*
- "(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the*

Exhibit C

contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- xx. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.
- xxi. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/> .
- xxii. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- xxiii. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- xxiv. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal

Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.

- xxv. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- xxvi. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- xxvii. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- xxviii. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- xxix. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.
- xxx. The Recipient certifies that no Project Funds will be used on:
 - a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - b. Telecommunications or video surveillance services produced by such entities;
 - c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or

Exhibit C

- d. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.

xxxi. BABA.

The Recipient acknowledges that funds received under this Agreement are subject to the Build America Buy America (BABA) requirements of Public Law 117-58 (the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law (BIL), signed into law on November 15, 2021), which are in addition to “iron and steel products” requirements described in section C.4.3 (i) above. Specifically, unless (1) the Recipient has requested and obtained a waiver from USEPA on file with the State Water Board pertaining to the Project or the Project is otherwise covered by a general applicability waiver, as confirmed in writing by the State Water Board; or (2) the State Water Board and, to the extent the Project is co-funded by any other agency using federal funds subject to BABA requirements, each such agency has advised the Recipient in writing that the BABA requirements are not applicable to the Project, the Recipient shall ensure and certifies that, as these terms are defined within and made applicable by Public Law 117-58:

- (a) all iron and steel used in the Project are produced in the United States;
(b) the manufactured products used in the Project are produced in the United States; and
(c) the construction materials used in the Project are produced in the United States.

The Recipient must require its contractors and subcontractors to comply with all applicable BABA requirements and must include the following provision in its contracts and subcontracts under this Agreement:

“The contractor acknowledges to and for the benefit of the [name of the Recipient] and the State Water Board that it understands the goods and services under this contract are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America,” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the contractor pursuant to this contract. The contractor hereby represents and warrants to and for the benefit of the [name of the Recipient] and the State Water Board (a) the contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the [name of the Recipient] and the State Water Board. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the contractor shall permit the [name of the Recipient] and the State Water Board to recover as damages against the contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the [name of the Recipient] and the State Water Board resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State Water Board or any damages owed to the State Water Board by the [name of the Recipient]). If the contractor has no direct contractual privity with the State Water Board, as a lender or awardee to the [name of the Recipient] for the funding of its project, the [name of the Recipient] and the contractor agree that the State Water Board is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State Water Board.”

Exhibit C

The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing.

Exhibit C

EXHIBIT D – SPECIAL CONDITIONS

Property Rights

Prior to any request for reimbursement for construction costs under this Agreement, the Recipient must deliver an opinion of counsel satisfactory to the Division's counsel that the Recipient has sufficient property rights in the Project property for the purposes contemplated in the Agreement and has complied with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) with respect to any property acquired for the purposes of the Project. No construction funds will be disbursed under this Agreement until the Recipient satisfies this condition.

Environmental:

1. The documents identified below are incorporated by reference and the Recipient shall comply with the conditions and recommendations therein:
 - a. The Mitigation and Monitoring Reporting Program adopted by the Elsinore Valley Municipal Water District on July 25, 2019, for the Project. The Recipient shall implement all mitigation measures therein.
2. The Recipient shall make no changes in the Project, construction area, or special conditions, without obtaining the appropriate and necessary prior approval(s) from the State Water Board.

REPORTING TO THE STATE WATER BOARD

1. In the Recipient's Progress Reports, and the Project Completion Report, submitted pursuant to this Agreement, the Recipient shall include a discussion of the status of its compliance with all environmental measures identified in this Exhibit D, with separate sections clearly labeled with section titles, discussing the status of Recipient's compliance with
 - a. Mitigation Monitoring and Reporting Program measures adopted for the Project.

Executive Order N-6-22 — Russian Sanctions.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "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 state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient 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 Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all

applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

EXHIBIT E – PAYMENT SCHEDULE

See the attached preliminary Payment Schedule. The final Payment Schedule will be forwarded to the Recipient after all disbursements have been paid and construction of the Project has been completed.

California CWSRF Payment Schedule

Project No. 8514-110 - Elsinore Valley Municipal Water District
 Agreement: D2201002 - based on Actual + Projected Disbursements

Diamond Regional Sewer Lift Station and Dual Force Mains

Principal is paid over: 20 Years
 Interest rate: 1.75000%

Ref Num	Due Date	Date Received	Principal Payment	Interest Rate%	Interest Payment	Total P and I Payment	Total Payment	Ending Balance	CPI Interest
1	12/31/2026		1,578,507.08	1.750	600,372.79	2,178,879.87	2,178,879.87	34,962,429.92	0.00
2	12/31/2027		1,567,037.35	1.750	611,842.52	2,178,879.87	2,178,879.87	33,395,392.57	0.00
3	12/31/2028		1,594,460.50	1.750	584,419.37	2,178,879.87	2,178,879.87	31,800,932.07	0.00
4	12/31/2029		1,622,363.56	1.750	556,516.31	2,178,879.87	2,178,879.87	30,178,568.51	0.00
5	12/31/2030		1,650,754.92	1.750	528,124.95	2,178,879.87	2,178,879.87	28,527,813.59	0.00
6	12/31/2031		1,679,643.13	1.750	499,236.74	2,178,879.87	2,178,879.87	26,848,170.46	0.00
7	12/31/2032		1,709,036.89	1.750	469,842.98	2,178,879.87	2,178,879.87	25,139,133.57	0.00
8	12/31/2033		1,738,945.03	1.750	439,934.84	2,178,879.87	2,178,879.87	23,400,188.54	0.00
9	12/31/2034		1,769,376.57	1.750	409,503.30	2,178,879.87	2,178,879.87	21,630,811.97	0.00
10	12/31/2035		1,800,340.66	1.750	378,539.21	2,178,879.87	2,178,879.87	19,830,471.31	0.00
11	12/31/2036		1,831,846.62	1.750	347,033.25	2,178,879.87	2,178,879.87	17,998,624.69	0.00
12	12/31/2037		1,863,903.94	1.750	314,975.93	2,178,879.87	2,178,879.87	16,134,720.75	0.00
13	12/31/2038		1,896,522.26	1.750	282,357.61	2,178,879.87	2,178,879.87	14,238,198.49	0.00
14	12/31/2039		1,929,711.40	1.750	249,168.47	2,178,879.87	2,178,879.87	12,308,487.09	0.00
15	12/31/2040		1,963,481.35	1.750	215,398.52	2,178,879.87	2,178,879.87	10,345,005.74	0.00
16	12/31/2041		1,997,842.27	1.750	181,037.60	2,178,879.87	2,178,879.87	8,347,163.47	0.00
17	12/31/2042		2,032,804.51	1.750	146,075.36	2,178,879.87	2,178,879.87	6,314,358.96	0.00
18	12/31/2043		2,068,378.59	1.750	110,501.28	2,178,879.87	2,178,879.87	4,245,980.37	0.00
19	12/31/2044		2,104,575.21	1.750	74,304.66	2,178,879.87	2,178,879.87	2,141,405.16	0.00
20	12/31/2045		2,141,405.16	1.750	37,474.59	2,178,879.75	2,178,879.75	0.00	0.00
			36,540,937.00		7,036,660.28	43,577,597.28	43,577,597.28		0.00

EXHIBIT F – TAX CERTIFICATE

F.1 Purpose.

The purpose of this Exhibit F is to establish the reasonable expectations of the Recipient regarding the Project and the Project Funds, and is intended to be and may be relied upon for purposes of Sections 103, 141 and 148 of the Code and as a certification described in Section 1.148-2(b)(2) of the Treasury Regulations. This Exhibit F sets forth certain facts, estimates and circumstances which form the basis for the Recipient's expectation that neither the Project nor the Bond Funded Portion of the Project Funds is to be used in a manner that would cause the Obligation to be classified as "arbitrage bonds" under Section 148 of the Code or "private activity bonds" under Section 141 of the Code.

F.2 Tax Covenant.

The Recipient agrees that it will not take or authorize any action or permit any action within its reasonable control to be taken, or fail to take any action within its reasonable control, with respect to the Project which would result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code.

F.3 Governmental Unit.

The Recipient is a state or local governmental unit as defined in Section 1.103-1 of the Treasury Regulations or an instrumentality thereof (a "Governmental Unit") and is not the federal government or any agency or instrumentality thereof.

F.4 Financing of a Capital Project.

The Recipient will use the Project Funds to finance capital expenditures it has incurred or will incur for the construction, reconstruction, installation or acquisition of the Project in accordance with the terms of this Agreement. Such expenditures shall not have previously been financed with the proceeds of any other issue of indebtedness except for interim financing by the Recipient, the date of maturity, prepayment or redemption of which is within thirty (30) days of the date of disbursement of Project Funds under this Agreement. All Project Funds shall be allocated to expenditures by the Recipient within thirty (30) days of the date of disbursement, including (if at all) Project Funds allocated to repay interim financing of the Recipient. For purposes of this Section F.4, "interim financing" means notes, commercial paper, loans, lines of credit and other forms of short-term borrowing.

F.5 Ownership and Operation of Project.

The Recipient exclusively owns and, except as provided in Section F.12 hereof, operates the Project.

F.6 Temporary Period.

The Recipient reasonably expects that at least eighty-five percent (85%) of the Bond Funded Portion of the Project Funds will be allocated to expenditures for the Project within three (3) years of the earlier of the effective date of this Agreement or the date the Bonds are issued ("Applicable Date"). The Recipient has incurred, or reasonably expects that it will incur within six (6) months of the Applicable Date, a substantial binding obligation (i.e., not subject to contingencies within the control of the Recipient or a related party) to a third party to expend at least five percent (5%) of the Bond Funded Portion of the Project Funds on Project Costs. The completion of acquisition, construction, improvement and equipping of the Project and the allocation of the Bond Funded Portion of the Project Funds to Project Costs will proceed with due diligence.

F.7 Working Capital.

No operational expenditures of the Recipient or any related entity are being, have been or will be financed or refinanced with Project Funds.

F.8 Expenditure of Proceeds.

The Bond Funded Portion of the Project Funds shall be used exclusively for the following purposes: (i) Reimbursement Expenditures (as defined in Section F.20 below), (ii) Preliminary Expenditures (as defined in Section F.20 below) in an aggregate amount not exceeding twenty percent (20%) of the Bond Funded Portion of the Project Funds, (iii) capital expenditures relating to the Project originally paid by the Recipient on or after the date hereof, (iv) interest on the Obligation through the later of three (3) years after the Applicable Date or one (1) year after the Project is placed in service, and (v) initial operating expenses directly associated with the Project in the aggregate amount not more than five percent (5%) of the Bond Funded Portion of the Project Funds.

F.9 Private Use and Private Payments.

No portion of the Project Funds or the Project is being, has been or will be used in the aggregate for any activities that constitute a Private Use (as defined below). No portion of the principal of or interest with respect to the Payments will be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or will be derived from payments in respect of property used for a Private Use. "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities, other than a Governmental Unit. The leasing of the Project or the access by or the use of the Project by a person or entity other than a Governmental Unit on a basis other than as a member of the general public shall constitute a Private Use. Use by or on behalf of the State of California or any of its agencies, instrumentalities or subdivisions or by any local Governmental Unit and use as a member of the general public will be disregarded in determining whether a Private Use exists. Use under an arrangement that conveys priority rights or other preferential benefits is generally not use on the same basis as the general public. Arrangements providing for use that is available to the general public at no charge or on the basis of rates that are generally applicable and uniformly applied do not convey priority rights or other preferential benefits. For this purpose, rates may be treated as generally applicable and uniformly applied even if (i) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (ii) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates. An arrangement that does not otherwise convey priority rights or other preferential benefits is not treated, nevertheless, as general public use if the term of the use under the arrangement, including all renewal options, is greater than 200 days. For this purpose, a right of first refusal to renew use under the arrangement is not treated as a renewal option if (i) the compensation for the use under the arrangement is redetermined at generally applicable, fair market value rates that are in effect at the time of renewal; and (ii) the use of the financed property under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business.

F.10 No Sale, Lease or Private Operation of the Project.

The Project (or any portion thereof) will not be sold or otherwise disposed of, in whole or in part, to any person who is not a Governmental Unit prior to the final maturity date of the Obligation. The Project will not be leased to any person or entity that is not a Governmental Unit prior to the final maturity date of the Obligation. Except as permitted under Section F.12 hereof, the Recipient will not enter any contract or arrangement or cause or permit any contract or arrangement to be entered with persons or entities that are not Governmental Units if that contract or arrangement would confer on such persons or entities any right to use the Project on a basis different from the right of members of the general public. The contracts or arrangements contemplated by the preceding sentence include but are not limited to management contracts, take or pay contracts or put or pay contracts, and capacity guarantee contracts.

F.11 No Disproportionate or Unrelated Use.

No portion of the Project Funds or the Project is being, has been, or will be used for a Private Use that is unrelated or disproportionate to the governmental use of the Project Funds.

F.12 Management and Service Contracts.

The Recipient represents that, as of the date hereof, it is not a party to any contract, agreement or other arrangement with any persons or entities engaged in a trade or business (other than Governmental Units) that involve the management or operation of property or the provision of services at or with respect to the Project that does not comply with the standards of the Treasury Regulations, or Revenue Procedure 2017-13, as applicable. The Recipient represents that it will not be party to any such contract, agreement or arrangement with any person or entity that is not a Governmental Unit for the management of property or the provision of services at or with respect to the Project, while the Obligation (including any obligation or series thereof issued to refund the Obligation, as the case may be) is outstanding, except: (a) with respect to any contract, agreement or arrangement that does not constitute "private business use" of the Project under Code §141(b), or (b) with respect to any contract, agreement or arrangement that complies with (i) Revenue Procedure 97-13, 1997-1 C.B. 632, as amended by Revenue Procedure 2001-39, 2001-2 C.B. 38, and as amplified by Notice 2014-67, with respect to contracts entered into before August 18, 2017 and not materially modified or extended after August 18, 2017, or (ii) Revenue Procedure 2017-13, with respect to contracts entered into or materially modified or extended on or after August 18, 2017, or (c) with respect to any contract, agreement or arrangement that does not give rise to use of the Bond Funded Portion of the Project Funds or the Project by a non-Governmental Unit of more than the amount of such non-qualified use permitted by the Code, or (d) in the event that the Recipient receives an opinion of counsel, satisfactory to the State Water Board and the Bank and expert in the issuance of state and local government bonds the interest on which is excluded from gross income under Section 103 of the Code ("Nationally-Recognized Bond Counsel"), that such contract, agreement or arrangement will not adversely affect the exclusion of the interest on the Obligation from gross income for federal income taxation purposes.

F.13 No Disposition of Financed Property.

As of the date hereof, the Recipient does not expect to sell or otherwise dispose of any portion of the Project, in whole or in part, prior to the final maturity date of the Obligation.

F.14 Useful Life of Project.

As of the date hereof, the Recipient reasonably expects that the economic useful life of the Project, commencing at Project Completion, will be at least equal to the term of this Agreement, as set forth in Exhibit A hereto.

F.15 Payments.

Payments generally are expected to be derived from assessments, taxes, fees, charges or other current Revenues of the Recipient in each year, and such current Revenues are expected to equal or exceed the Payments during each payment period. Any amounts accumulated in a sinking fund or bona fide debt service fund to pay Payments (whether or not deposited to a fund or account established by the Recipient) will be disbursed to pay Payments within thirteen months of the initial date of accumulation or deposit. Any such fund used for the payment of Payments will be depleted once a year except for a reasonable carryover amount not exceeding the greater of earnings on such fund or one-twelfth of the Payments in either case for the immediately preceding year.

F.16 No Other Replacement Proceeds.

The Recipient will not use any of the Bond Funded Portion of the Project Funds to replace or substitute other funds of the Recipient that were otherwise to be used to finance the Project or which are or will be used to acquire securities, obligations or other investment property reasonably expected to produce a yield that is materially higher than the yield on the Bonds.

F.17 No Sinking or Pledged Fund.

Except as set forth in Section F.18 below, the Recipient will not create or establish any sinking fund or pledged fund which will be used to pay Payments on the Obligation within the meaning of Section 1.148-1(c) of the Treasury Regulations. If any sinking fund or pledged fund comes into being with respect to the Obligation before the Obligation has been fully retired which may be used to pay the Payments, the Recipient will invest such sinking fund and pledged fund moneys at a yield that does not exceed the yield on the Bonds.

F.18 Reserve Amount.

The State Water Board requires that the Recipient maintain and fund a separate account in an amount equal to one (1) year of debt service with respect to the Obligation (the "Reserve Amount") as set forth in Exhibit B. The Recipient represents that the Reserve Amount is and will be available to pay debt service with respect to the Obligation, if and when needed. The Reserve Amount consists solely of revenues of the Recipient and does not include any proceeds of any obligations the interest on which is excluded from gross income for federal income tax purposes or investment earnings thereon. The aggregate of the Reserve Amount, up to an amount not exceeding the lesser of (i) ten percent of the aggregate principal amount of the Obligation, (ii) the maximum annual debt service with respect to the Obligation, or (iii) 125 percent of the average annual debt service with respect to the Obligation, will be treated as a reasonably required reserve fund.

F.19 Reimbursement Resolution.

The "reimbursement resolution" adopted by the Recipient is incorporated herein by reference.

F.20 Reimbursement Expenditures.

Reimbursements are disallowed, except as specifically authorized in Exhibit B or Exhibit D of this Agreement. To the extent so authorized, a portion of the Bond Funded Portion of the Project Funds may be applied to reimburse the Recipient for Project Costs paid before the date hereof, so long as the Project Cost was (i) not paid prior to sixty (60) days before the Recipient's adoption of a declaration of official intent to finance the Project, (ii) not paid more than eighteen (18) months prior to the date hereof or the date the Project was placed-in-service, whichever is later, and (iii) not paid more than three (3) years prior to the date hereof (collectively, "Reimbursement Expenditures"), unless such cost is attributable to a "preliminary expenditure." Preliminary expenditure for this purpose means architectural, engineering, surveying, soil testing and similar costs incurred prior to the commencement of construction or rehabilitation of the Project, but does not include land acquisition, site preparation and similar costs incident to the commencement of acquisition, construction or rehabilitation of the Project. Preliminary expenditures may not exceed 20% of the Bond Funded Portion of the Project Funds.

F.21 Change in Use of the Project.

The Recipient reasonably expects to use all of the Bond Funded Portion of the Project Funds and the Project for the entire stated term to maturity of the Obligation. Absent an opinion of Nationally-Recognized Bond Counsel to the effect that such use of the Bond Funded Portion of the Project Funds will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code, the Recipient will use the Bond Funded Portion of the Project Funds and the Project solely as set forth in this Agreement.

F.22 Rebate Obligations.

If the Recipient satisfies the requirements of one of the spending exceptions to rebate specified in Section 1.148-7 of the Treasury Regulations, amounts earned from investments, if any, acquired with the Bond Funded Portion of the Project Funds will not be subject to the rebate requirements imposed under Section 148(f) of the Code. If the Recipient fails to satisfy such requirements for any period, it will notify the State Water Board and the Bank immediately and will comply with the provisions of the Code and the Treasury Regulations at such time, including the payment of any rebate amount calculated by the State Water Board or the Bank.

F.23 No Federal Guarantee.

The Recipient will not directly or indirectly use any of the Bond Funded Portion of the Project Funds in any manner that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code, taking into account various exceptions including any guarantee related to investments during an initial temporary period until needed for the governmental purpose of the Bonds, investments as part of a bona fide debt service fund, investments of a reasonably required reserve or replacement fund, investments in bonds issued by the United States Treasury, investments in refunding escrow funds or certain other investments permitted under the Treasury Regulations.

F.24 Amendments.

The provisions in this Exhibit may be amended, modified or supplemented at any time to reflect changes in the Code upon obtaining written approval of the State Water Board and the Bank and an opinion of Nationally-Recognized Bond Counsel to the effect that such amendment, modification or supplement will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code.

F.25 Reasonable Expectations.

The Recipient warrants that, to the best of its knowledge, information and belief, and based on the facts and estimates as set forth in the tax covenants in this Exhibit, the expectations of the Recipient as set forth in this Exhibit are reasonable. The Recipient is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in the provisions in this Exhibit.

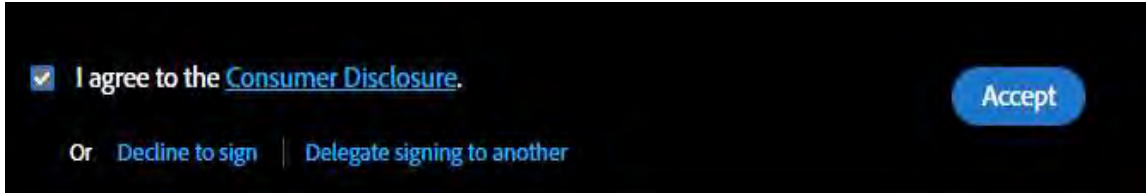
F.26 Assignment.

The Recipient consents to any pledge, sale, or assignment to the Bank or a trustee for the benefit of the owners of the Bonds, if any, at any time of any portion of the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement and the right to make all related waivers and agreements in the name and on behalf of the State Water Board, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Agreement, if any, and the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement to Payments (but excluding the State Water Board's rights to Additional Payments and to notices, opinions and indemnification under each Obligation).

Documents Transmitted back to Adobe by the Recipient:

Steps:

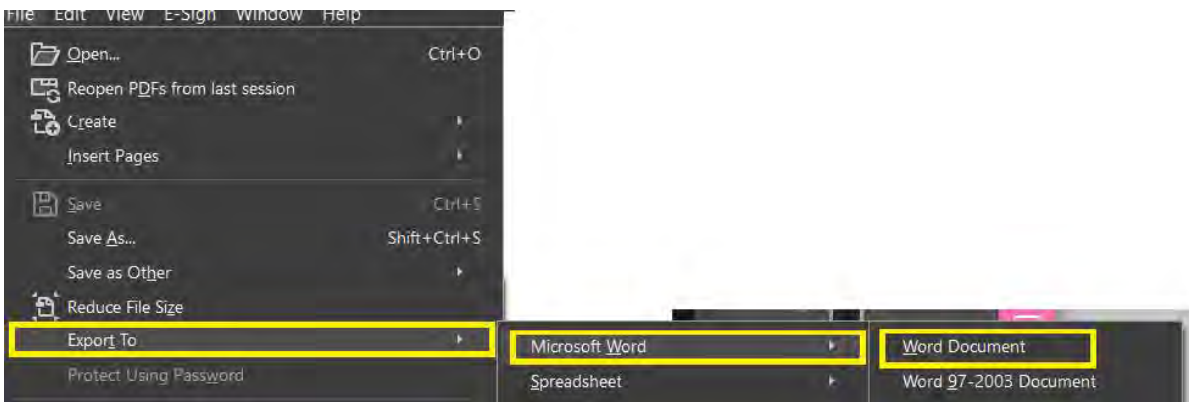
1. Once the Adobe notification has been received, the Recipient will open Adobe. The Recipient must checkmark the box to agree to the Consumer Disclosure. Click on **[Accept]**



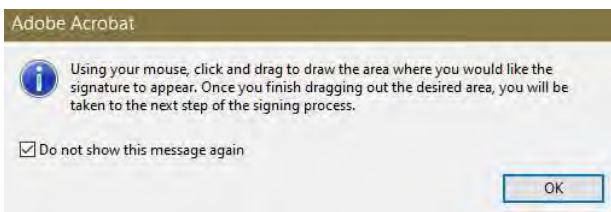
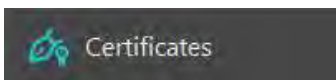
2. The Recipient will need to download the (PDF) documents by selecting the corresponding radio button. Ensure to save the documents to the desired location.



3. Once you have saved the documents to the desired location, the Recipient will proceed with generating the required closing documents. For the documents to be edited, you must save your file in Word format. Click on **[File-Export To-Microsoft Word – Word Document]**



4. Once the Recipient has completed the closing documents, the file must be saved as "Adobe PDF" for their respective digital signatures to be entered.
5. The Recipient will select **[Certificates]** from the tools field and using your mouse, click and drag to draw the area where you would like the signature to appear. A dialogue message box will display your Digital ID press **[Continue]** and click on **[Sign]**. **[Save]**



6. The Recipient will attach the signed documents to Adobe by clicking the [**Click to Attachment**] and downloading the signed document(s).

Click to Attach ...

7. Once the closing document(s) have been attached, the Recipient will click on the [**Click to Sign**] button.

By signing, I agree to the terms of this agreement and to do business electronically with
CALEPA - State Water Resources Control Board.

Click to Sign

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[DATE]

Board of Directors
Elsinore Valley Municipal Water District
31315 Chaney Street
Lake Elsinore, California 92530

State Water Resources Control Board
Division of Financial Assistance
Attn: Koreenia Harmon
1001 I Street, 16th floor
Sacramento, California 95814

Re: Elsinore Valley Municipal Water District Installment Sale Agreement –
Agreement No. [] – Diamond Regional Sewer Lift Station and Dual
Force Mains Project No. C-06-8514-110

OPINION OF DISTRICT COUNSEL

Ladies and Gentlemen:

This firm serves as General Counsel to the Elsinore Valley Municipal Water District (the “District”) in connection with the Diamond Regional Sewer Lift Station and Dual Force Mains Project No. C-06-8514-110 (the “Project”) and the related Installment Sale Agreement (the “Agreement”) by and between the District and the State Water Resources Control Board (the “Water Board”). In connection therewith, we have examined the laws pertaining to the District, originals of the Agreement, the District’s authorizing resolutions, Resolution No. 19-09-03 adopted on September 12, 2019 and Resolution No. [] adopted on [September __, 2022] (the “Authorizing Resolutions”), the District’s reimbursement resolution, Resolution No. 19-09-01 adopted on September 12, 2019 (the “Reimbursement Resolution”), the District’s rate-setting resolution, Resolution No. [19-08-01 adopted on August 22, 2019] (the “Rate Setting Resolution,” and together with the Authorizing Resolutions and the Reimbursement Resolution, the “Resolutions”), the District’s debt management policy, documents related to each of the Material Obligations as set forth in the Agreement, and such other documents, legal opinions, instruments and records, and have made such investigation of law, as we have considered necessary or appropriate for the purpose of this opinion.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

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The opinions expressed herein are based on an analysis of existing statutes, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur.

In our examination, we have assumed, without independent investigation, the authenticity of all documents submitted to us as originals, of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents and the accuracy of the statements and representations contained in such documents. In addition, we have assumed the authority of and due execution by each of the parties to the documents other than the District.

As used in this opinion, the phrase “to the best of our knowledge and based upon reasonable investigation” means knowledge as we have obtained from (i) the incumbency and signature certificate of the District, (ii) the representations and warranties contained in each document covered by this opinion and other certificates delivered by the District, and (iii) knowledge of facts or other information currently known to lawyers in our firm who have performed legal services for the District.

Based on the foregoing, it is our opinion that:

1. The District, a municipal water district of the State of California duly organized and validly existing under the laws of the State of California pursuant to California Water Code Section 71000 *et seq.*, has the requisite legal right, power, and authority to execute and deliver the Agreement and carry out and consummate all transactions contemplated therein.
2. The Resolutions have been duly adopted pursuant to the District’s Administrative Code. The Resolutions are in full force and effect and have not been amended, modified, supplemented, or rescinded, nor has the Rate Setting Resolution been challenged or the rates become subject of a referendum or initiative or other similar process.
3. All proceedings required by law or under the Administrative Code of the District to be taken by the District in connection with the authorization of the Agreement and the transactions contemplated by and related thereto, and all such approvals, authorizations, consents or other orders of or filings or registrations with such public boards or bodies, if any, as may be legally required to be obtained by the District prior to the date hereof with respect to all or any of such matters have been taken or obtained and are in full force and effect, except that no opinion is expressed as to any approvals, obligations or proceedings which may be required under any federal securities law or state blue sky or securities law, and no opinion is expressed as to the status or requirements of any property rights or ownership.

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BEST BEST & KRIEGER
ATTORNEYS AT LAW

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4. The execution and delivery of the Agreement and the consummation of the transactions therein will not conflict with or constitute a breach of or default (with due notice or the passage of time or both) under (i) the statutes creating the District or any amendments thereto, (ii) the ordinances or bylaws of the District, (iii) any bond, debenture, note or other evidence of indebtedness, or any material contract, agreement or lease to which the District is a party or by which it or its properties are otherwise subject or bound, or (iv) any applicable law or administrative regulation or any applicable court or administrative decree or order.

5. To the best of our knowledge and based upon a reasonable investigation, there is no action, suit, proceeding, inquiry or investigation before or by any court of federal, state, municipal or other governmental authority pending for which service has been given to the District or threatened against or affecting the District's System (as defined in the Agreement) or the assets, properties, or operations of the District relating to its System which, if determined adversely to the District or its interests would result in any material change in the assets or financial condition of the District, the District's System or the financial condition thereof, and the District is not in default with respect to any order or decree of any court or any order, regulation, or demand of any federal, state, municipal, or other governmental agency which default might have consequences that would materially and adversely affect the financial condition of the District or its System.

6. Without having undertaken any independent investigation as to the accuracy or completeness of such information and without having undertaken any review of any financial or statistical information contained therein, no facts have come to our attention which lead us to believe that the District's authorized representative has made any untrue statement of a material fact or omitted or omits to state a material fact or has made misleading statements in the Agreement.

7. The Agreement has been duly authorized, executed, and delivered, and assuming due authorization, execution, and delivery of the Agreement by the State Water Board, constitutes a legal, valid, and binding obligation of the District enforceable against the District in accordance with its terms, subject to the laws relating to bankruptcy, insolvency, reorganization, or creditors' rights generally and to the application of equitable principles, if equitable remedies are sought.

We disclaim any obligation to supplement this opinion letter with regard to events occurring or coming to our attention after the date hereof. The opinions herein are limited to the matters expressly set forth herein, and no opinion is to be implied or may be inferred beyond the matters expressly so stated. Specifically, without limitation, we do not express herein any opinion as to:



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Elsinore Valley Municipal Water District
State Water Resources Control Board
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- (1) Any matter governed by any laws other than the laws of the State of California or the laws of the United States of America;
- (2) Federal or State tax matters or federal securities laws;
- (3) The state or quality of title to any of the property described in the Agreement;
- (4) The enforceability of any choice of forum provisions contained in the Agreement;
- (5) The validity and enforceability of any liquidated damages provisions; or
- (6) The accuracy or sufficiency of the description of any such real property contained in the Agreement, and the sufficiency or status of any property rights or ownership.

No attorney-client relationship exists between this firm and the addresses (other than the District). No party other than those to whom this opinion is specifically addressed may rely on the opinions contained herein without our express written authorization to do so. As General Counsel to the District in this matter, we have not rendered financial advice to the District and do not represent by this opinion, or otherwise, that we have reviewed or made any assessment about nor do we express any opinion about, the financial ability of the District to pay debt service or amounts due under the Agreement.

We bring to your attention the fact that our conclusions are an expression of professional judgment and are not a guarantee of a result.

Respectfully submitted,

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[DATE]

Board of Directors
Elsinore Valley Municipal Water District
31315 Chaney Street
Lake Elsinore, California 92530

State Water Resources Control Board
Division of Financial Assistance
Attn: Koreenia Harmon
1001 I Street, 16th floor
Sacramento, California 95814

Re: Elsinore Valley Municipal Water District Installment Sale Agreement –
Agreement No. [] – Diamond Regional Sewer Lift Station and Dual
Force Mains Project No. C-06-8514-110

BOND COUNSEL OPINION

Ladies and Gentlemen:

This firm serves as Bond Counsel to the Elsinore Valley Municipal Water District in connection with the above referenced project (the “Project”) and that certain Installment Sale Agreement (the “Agreement”) by and between the District and the State Water Resources Control Board (the “Water Board”). In connection therewith, we have examined originals of the Agreement, the District’s authorizing resolutions, Resolution No. 19-09-03 adopted on September 12, 2019 and Resolution No. [] adopted on [September __, 2022], and the District’s reimbursement resolution, Resolution No. 19-09-01 adopted on September 12, 2019 (together, the “Resolutions”), documents related to each of the Material Obligations as set forth in the Agreement, the District’s Tax Questionnaire with the Water Board dated December 10, 2019, and such other documents, legal opinions, instruments and records, and have made such investigation of law, as we have considered necessary or appropriate for the purpose of this opinion.

In our examination, we have assumed, without independent investigation, the authenticity of all documents submitted to us as originals, of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents and the accuracy of the statements and representations contained in such documents. In addition, we have assumed the authority of and due execution by each of the parties to the documents other than the District.

Board of Directors
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State Water Resources Control Board
[DATE]
Page 2

As used in this opinion, the phrase “to the best of our knowledge and based upon reasonable investigation” means knowledge as we have obtained from (i) the representations and warranties contained in each document covered by this opinion and other certificates delivered by the District, and (ii) knowledge of facts or other information currently known to lawyers in our firm who have performed legal services for the District.

To the best of our knowledge and based upon a reasonable investigation, the execution and delivery of the Agreement and the consummation of the transactions therein will not conflict with or constitute a breach of or default (with due notice or the passage of time or both) under any bond, debenture, note or other evidence of indebtedness, or any material contract, agreement or lease to which the District is a party or by which it or its properties are otherwise subject or bound.

The Agreement has been duly authorized, executed, and delivered, and assuming due authorization, execution and delivery of the Agreement by the Water Board, constitutes a legal, valid and binding obligation of the District enforceable against the District in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights heretofore or hereafter enacted and to the exercise of judicial discretion in appropriate cases.

We disclaim any obligation to supplement this opinion letter with regard to events occurring or coming to our attention after the date hereof. The opinions herein are limited to the matters expressly set forth herein, and no opinion is to be implied or may be inferred beyond the matters expressly so stated. Specifically, without limitation, we do not express herein any opinion as to:

- (1) Any matter governed by any laws other than the laws of the State of California or the laws of the United States of America;
- (2) Blue-sky laws;
- (3) The state or quality of title to any of the property described in the Agreement;
- (4) The accuracy or sufficiency of the description of any such real property contained in the Agreement, and the sufficiency or status of any property rights or ownership thereof; or
- (5) The enforceability of any choice of forum provisions contained in the Agreement.

No attorney-client relationship exists between this firm and the addresses (other than the District). No party other than those to whom this opinion is specifically addressed may rely on the opinions contained herein without our express written authorization to do so. As Bond Counsel to the District in this matter, we have not rendered financial advice to the District and do not represent



Board of Directors
Elsinore Valley Municipal Water District
State Water Resources Control Board
[DATE]
Page 3

by this opinion, or otherwise, that we have reviewed or made any assessment about nor do we express any opinion about, the financial ability of the District to pay debt service or amounts due under the Agreement.

We bring to your attention the fact that our conclusions are an expression of professional judgment and are not a guarantee of a result.

Respectfully submitted,

BEST BEST & KRIEGER LLP

State Water Resources Control Board

November 9, 2022

SINGLE AUDIT REPORTING

Your financing agreement may be funded with Federal Capitalization Grants, from Federal Catalog 66.458. If your financing agreement is funded with Federal Capitalization Grants, you will be bound by the rules and regulations set forth in the Office of Management and Budget (OMB) Circular A-133. This requirement includes the submission of a single or program audit if you expend amounts of \$750,000 or more of Federal funds during a fiscal year. The receipt of the funds may be either direct or via a pass-through entity as the State Water Resources Control Board. ***The Single Audit Report must be submitted to the State Controller's Office (SCO) and to the State Water Resources Control Board, Division of Financial Assistance within nine months after the end of your fiscal year.***

If you have any questions regarding the Single Audit Report, please contact Ms. Xia Lao (916) 319-0163 or email at Xia.Lao@waterboards.ca.gov.

California Environmental Quality Act (CEQA) Determination

Elsinore Valley Municipal Water District (Applicant)
Diamond Regional Sewer Lift Station and Dual Force Mains (Project)
Project Number: 8514-110

As the Deputy Director for the State Water Resources Control Board (State Water Board), Division of Financial Assistance, I have been delegated the authority to approve and execute financing agreements for projects that are routine and non-controversial. The execution of a financing agreement is an action that is subject to CEQA. The authority to make this CEQA determination necessarily accompanies the delegation to approve and execute the financing agreement for this Project.

1. The Applicant is the CEQA Lead Agency and has prepared an Initial Study/Mitigated Negative Declaration (MND) titled Diamond Regional Sewer Lift Station and Dual Force Mains Project, for the Project which was circulated through the Governor's Office of Planning and Research (OPR), State Clearinghouse (No. 2019049011) for review and comments. The Applicant adopted the MND and a Mitigation Monitoring and Reporting Program (MMRP) and approved the Project on July 25, 2019. The Applicant filed a Notice of Determination with the Riverside County Clerk on July 29, 2019, and the OPR on July 31, 2019.
2. The State Water Board is a Responsible Agency under CEQA. A Responsible Agency complies with CEQA by considering the MND and MMRP prepared by the Lead Agency and by reaching its own conclusions on whether and how to approve the Project involved. The State Water Board has independently considered the MND and MMRP, and pursuant to my delegated authority, I make the following determinations regarding the Project:
 - The MND and MMRP include mitigation measures HAZ-1 for hazards and hazardous materials to reduce the potential water quality impacts of the Project to less than significant levels as described in the final MND and MMRP. Because of the mitigation measure(s) identified herein and in the MND and MMRP, the Project will not result in any significant adverse water quality impacts.
 - The MND and MMRP also include mitigation measures for biological resources, cultural resources, geology and soils, and noise that mitigate potential environmental impacts to less than significant levels for these impact categories. Changes or alterations to the Project based on these mitigation measures are within the responsibility and jurisdiction of other public agencies and are not within the jurisdiction of the State Water Board. Such changes either have been adopted by other relevant agencies or can and should be adopted by such other agencies.

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Applicant: Elsinore Valley Municipal Water District
Project No: 8514-110

A final copy of the MND, MMRP, comments and responses, and records of the financing approval for the Project are available to the general public at the State Water Board, Division of Financial Assistance at 1001 I Street, 16th Floor, Sacramento, CA 95814.

Joe Karkoski  Digitally signed by Joe Karkoski
Date: 2022.11.08 16:51:49 -08'00'

Joe Karkoski, Deputy Director
Division of Financial Assistance



Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 22, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: APPROVE TASK ORDER 23 WITH SYSTEMS INTEGRATED FOR TERMINAL CONTROL PANEL AND RADIO EQUIPMENT FOR THE ALBERHILL 1601/1676 ZONE WATER PUMP STATION

STRATEGIC GOAL

Maintain and Upgrade Infrastructure
Maintain and Upgrade Technology

RECOMMENDATION

The General Manager and staff recommend that the Board of Directors:

1. Approve Task Order 23 with Systems Integrated in the amount of \$134,300.00;
2. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

In 2004, Elsinore Valley Municipal Water District (District) selected Systems Integrated (SI) to design and build a Supervisory Control and Data Acquisition (SCADA) System replacement to monitor and control the water and wastewater systems.

On December 16, 2021, the Board of Directors approved a 5-year Master Service Agreement and Professional Services Agreement with Systems Integrated to support and maintenance of the District's ONSITE SCADA System and radio network.

When designing a complex facility such as a booster station, the District integrates SCADA network and controls to facilitate remote monitoring and operations. As development expands within the Alberhill area, the developers are required to construct certain master planned water and wastewater facilities to support additional demands required to serve the projects. One such facility is the Alberhill 1601/1676 Zone Booster Station (Booster Station).

The Booster Station is located along Nichols Road immediately east of Lake Street adjacent to Alberhill Community Park. The Booster Station is designed to support two pressure zones; the 1601 and 1676 Zones with the ultimate pumping capacity of 6,000 gallons per minute (gpm) and 730 gpm, respectively. The Booster Station plans and specifications were approved by the District in May of 2022 and the commence construction in July 2022.

To support remote monitoring and operations for the Booster Station, Staff obtained from SI Task Order 23 to supply the SCADA and radio system hardware (Hardware). The Hardware will be supplied to the Developer's contractor for installation and startup and commissioning.

Staff obtained from the Developer all the required inspection and Hardware deposits to facilitate construction oversight and Hardware materials.

Staff presented this item at the November 7, 2022 Engineering and Operations Committee Meeting. After careful review, the Committee and staff recommend award of Task Order 23 with Systems Integrated in the amount of \$134,300.00.

ENVIRONMENTAL WORK STATUS

This item does not constitute a project under CEQA.

FISCAL IMPACT

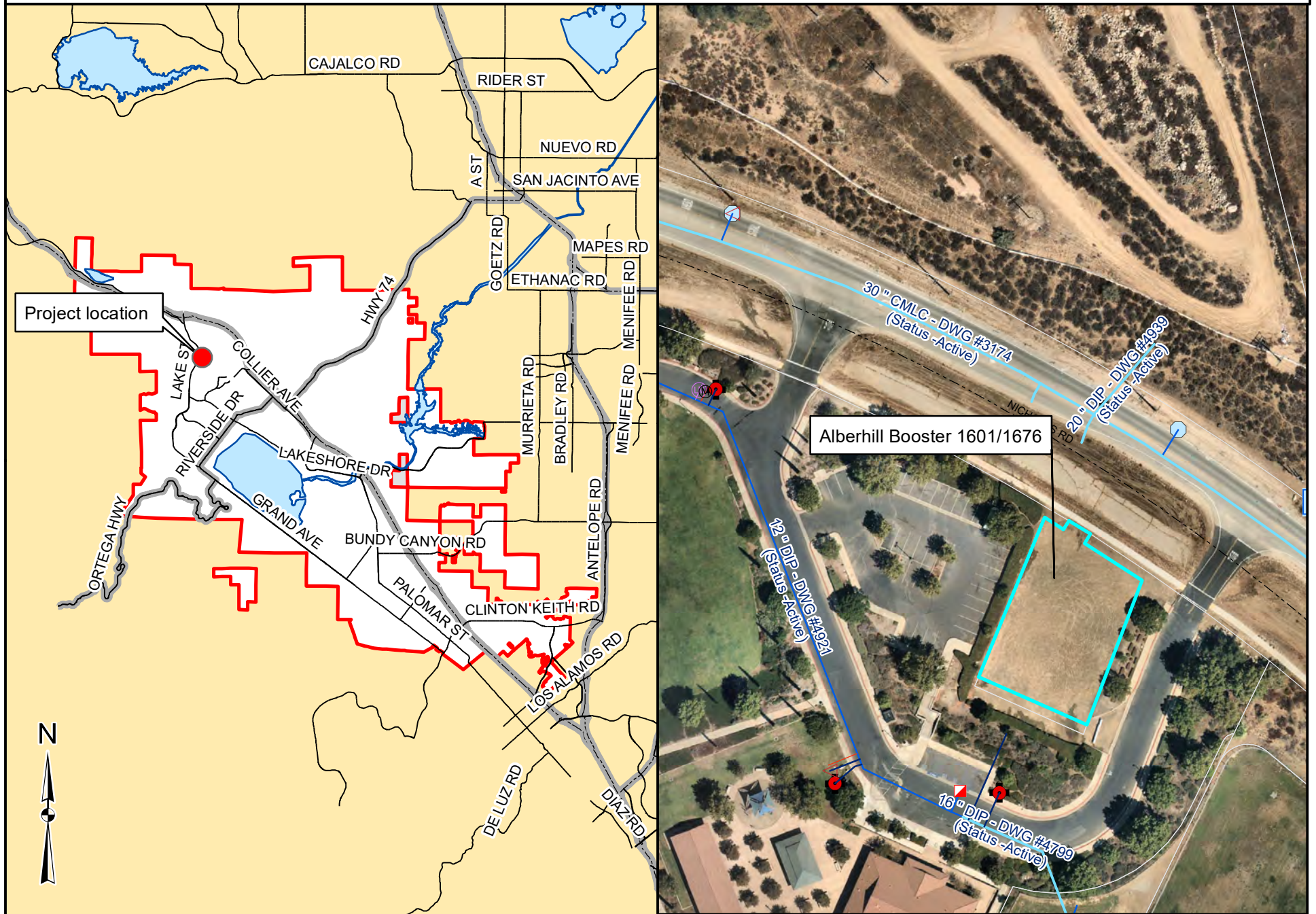
Within Budget – Yes. The developer has deposited with the District 100% of the required funds to purchase the Hardware equipment. Developer is responsible for installation related costs and the District has received the required inspection deposit to facilitate construction oversight.

Originated by: Jason Dafforn – Engineering
Reviewed by: Art Landeros/Scott Thompson – Finance

Attachments:

Task Order 23
Location Map

Alberhill 1601/1676 Booster



Document Path: T:\ArcMap Projects\Water Resources\GIS Map_Alberhill 1601, 1676 Water Booster Project Exhibit.mxd

**Elsinore Valley Municipal Water District
Task Order Form**

Task No.: 23	Date Requested: 8-8-2022	Order/Contract/P.O.: 1079
Requested by: David E. Smith	Reference: 21-058W	Engineering Project Manager: Mayra Cabrera (Development)

Task Description:

Alberhill 1601/1676 Water Zone Booster Project: Terminal Control Panel (TCP) & Radio

Work Requested:

Systems Integrated (SI) to provide the Terminal Control Panel (TCP) & radio equipment including the support, programming and startup of the site based upon the specification for Alberhill 1601/1676 Zone Water Booster Station as defined in SI Quote 5027-22b (issued 6-1-2022 to Mayra A. Cabrera, EVMWD). Copy of SI Quote 5027-22b attached with additional details.

Deliverables:

Two (2) Terminal Control Panels (3 pump control); SITEVIEW Node; Radio Antenna Mast; Radio and Startup Support. As defined in SI Quote 5027-22b.

Estimated Costs:

Item	Description	Qty.	Cost Per	Total Cost
1	Terminal Control Panel (3 pump control)	2	\$53,550.00	\$107,100.00
2	SITEVIEW Node	1	8,415.00	8,415.00
3	Radio Antenna Mast	1	15,385.00	15,385.00
4	Radio	1	3,400.00	3,400.00
			Material Subtotal	\$134,300.00
<i>Labor (Based on Labor Rates in Master Agreement)</i>		Hours	Cost	
Software programming and Start Up Support (as defined SI Quote 5027-22b)		Per Quote	Included	
		Subtotal:	\$134,300.00	
		Taxes:	Included	
		Total:	\$134,300.00	



2200 North Glassell Street, Orange, CA 92865-2702 • Tel 714/998-0900 • Fax 714/998-6059

September 27, 2022

Quote # 5027-22b

Rev.1

Mayra A. Cabrera
 Senior Civil Engineer – Development Services
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
 31315 Chaney Street
 Lake Elsinore, CA 92530

Subject: EVMWD Alberhill 1601/1676 Zone Water Booster Station – Terminal Control Panel (TCP) & Radio

Dear Mayra:

Systems Integrated is pleased to submit this firm fixed price quote to provide the TPC & radio equipment, including the support, programming and startup of the site based upon the specification for Alberhill 1601/1676 Zone Water Booster Station (Work Order No. 21-058) as follows:

Cost Breakdown / Analysis for Alberhill Ranch Booster Pump Station				
Item	Description	Qty	Cost Per	Total Cost
1	Terminal Control Panel (3 pump control)	2	\$53,550	\$107,100
2	SiteView Node	1	\$8,415	\$8,415
3	Radio Antenna Mast	1	\$15,385	\$15,385
4	Radio	1	\$3,400	\$3,400
5	Start Up Support	1	Included	
TOTAL				\$134,300

The price listed above includes the following:

1. Delivery
2. All taxes
3. Start up support as indicated in this quote.
4. All software programming to support the Control Narrative (prepared by SI: Section 17400).
5. Development of the Control Narrative (Section 17400) based upon the P&ID (for those elements that are identified in the P&ID as loops).
6. Section 17301 - Except for clarifications listed below:
 - a. Section 3.01 A. - To be performed by the PICI, not PCIS Supplier.
 - b. Section 3.01 B. - To be performed by the PICI, not PCIS Supplier.

Mayra A. Cabrera
Senior Civil Engineer – Development Services
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
September 27, 2022

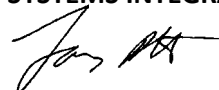
- c. Section 3.01 C. - General note: PICI shall be responsible for field validation of how the grounds are terminated.
 - d. Section 3.01 D. - This will be for the equipment installed and provided within the TCP only.
 - e. Section 3.01 E. - Patch panel will be provided for the TCP provided by the PCIS Supplier.
 - f. Section 3.01 F. - No clarifications.
7. Section 17300.
- a. Two 5447-2 Terminal Control Panel (TCP) and one (1) Operator Interface Terminal (as shown in the drawings).
 - b. Spare parts as identified in Section 1.04. – Item A.1 only, provided by the PCIS Supplier.
 - c. Radio equipment as specified in Section 2.04.
 - d. Lighting protection as specified in Section 2.05.
 - e. Section 3.01 are the requirements for the Electrician. The installation of the conduit is not under PCIS Supplier’s (Systems Integrated) scope of responsibility.
 - f. Pump station programming as specified in Section 3.02
 - g. Support Section 3.03 A, B, and D as specified.
 - h. Support Section 3.03 C as specified once all the unwitnessed and witnessed testing of the I/O and loop validation is completed per Section 16480 of the specification.
8. Section 17000. As identified for PCIS Supplier, except as noted below:
- a. Section 1.04 A - Delivery time. The current delivery time for the PLC equipment is between 28 weeks and 36 weeks. **The PCIS Supplier can’t meet the TCP delivery time of 23 weeks.**
 - b. Section 1.05, 1.06, 1.07, 1.08, 1.09, 1.10, 1.11, 1.12, 1.13, 1.15, 2.01 through 2.04, 3.01 through 3.06, 3.07 A, 3.07 B.1 & B.2, 3.08 A.1.a & c, 3.08 A 4 through 8, 3.09, 3.10, and 3.11 are all in PICI’s scope, not included PCIS Supplier’s scope.
9. The attached **Systems Integrated Terms and Conditions for Sale of Products and Services** shall apply to this project.
- Payment is net 30 after issuance of an invoice.
 - Work shall begin upon receipt of EVMWD authorization to proceed.
 - Warranty is for 18 months after delivery of equipment.

If this work is issued via an EVMWD Task Order, the terms and conditions of the underlying EVMWD contract shall apply.

This quote is valid for 60 days.

Please contact me if you have any questions regarding this quotation at 714/323-1871.

Regards,
SYSTEMS INTEGRATED



Larry Pomatto
Director of Engineering

Attachment: Systems Integrated’s Terms and Conditions for Sale of Products and Services
SER: 5027-22b Rev. 1



Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 22, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WOODARD AND CURRAN FOR THE GRANT MANAGEMENT SERVICES

STRATEGIC GOAL

Build Recognized Value
Maintain Financial Strength and Resiliency

RECOMMENDATION

The General Manager and staff recommend that the Board of Directors:

1. Approve a Professional Services Agreement in the amount of \$1,034,955.00
2. Authorize the total expenditure in the amount of \$1,034,955.00 to the Capital Improvement Fund, with reimbursement funding being provided from the awarded grants; and
3. Authorize the General Manager to execute the appropriate documents on behalf of EVMWD.

BACKGROUND

Since 2015, EVMWD has secured roughly \$264,000,000 in grants and low interest loans, saving upwards of \$100,000,000 in interest payments. The Grants Administration department works closely with internal and external stakeholders to ensure grant compliance, project scope and budget, and timely execution of all grant related requirements. In 2018, the Board agreed to increase the grants administrations to include a total of two full time employees designated to manage the full life cycle of grants administration.

Notable projects funded throughout the years with either partial or all grant or grants and low interest loans include AMI, County Water Company Consolidation, Regional Upgrades, and critical planning documents, such as the Drought Contingency Plan, Water Conservation Business Plan, and the System Optimization Review.

The Grants Administration team is currently managing nine projects worth an estimated \$235,000,000. With the passing of recent legislation, many federal funding and state funding opportunities are becoming available at increased award amounts. Working with Engineering, Grants Administration has identified specific funding goals and projects to seek grant funding for. In order for the grant applications to be successful, staff needs to ensure the grant compliance is operating as efficiently and effectively as possible to ensure all rules and regulations are being followed.

Staff has submitted three grant applications in the amount of \$13,337,927 and anticipate award notification (this includes the County funded ARPA projects). In addition, staff is currently working on four additional grant applications at an estimated \$104,000,000 in grants (SEDCO, Avenues, and DWR). As mentioned above, much of this new funding is going to be on a one-time basis for the increased amounts and eligible projects, as such, the District intends to apply to as many grants that staff feels projects are relevant and competitive.

Maintaining a strong grant compliance program is essential to keeping awards and obtaining future grant funding. Staff realized the key to ensuring compliance and implementing best practices, utilizing the assistance of a successful Grants Management firm would be crucial to maintaining the District's continued success.

A Request for Proposal was posted on May 25, 2022. Preproposal request for clarifications were due June 8th. Proposals were due July 5th, 2022. The District received six proposals. Each proposal was evaluated by a team of three and the two highest scoring proposals were selected for in person interviews. Interviews concluded in Mid-End of August and evaluated the firms understanding of grant compliance, regulations, reporting requirements and knowledge of the Districts grants success. The firms were ranked again and a Notice of Intent was issued to Woodard and Curran. The Contract Scope, negotiation and Best and Final Offer was reviewed.

Woodard and Curran will assist the District in managing up to eight (8) current and future grant awards. Tasks associated with this contract will include but are not limited to the following; Developing kick off meeting handouts and agendas, establishing program schedule, reporting schedule and requirements, provide audit support, attend project construction meetings to ensure grant compliance is being followed, make recommendations for amendments, review and assist in preparation of progress reports, financial reports, environmental compliance needs and review procurement documentation for accuracy and funding agreement compliance.

This contract will be in effect for five years, from November 10, 2022 until June 30, 2028, to ensure project close out is complete and assist in any audit related work. Should funding not be awarded for future grants anticipated, those tasks will be eliminated.

Staff is confident that with the technical expertise of Woodard and Currans Grants Management Team and their proven success on the grant application side, and the District will greatly benefit from their assistance. Staff recommends approving the Professional Services Agreement with Woodard and Curran in the amount of \$1,034,955.00 for grant management services through June 30, 2028.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Each eligible grant funded project has budgeted for grant management services. Staff intends to obtain any eligible funding to cover the costs of the grant management services. Should funding not be allowed, staff will provide an annual report of costs not reimbursed by the grant for grant management services. The estimated total grant management costs for all projects managed would be roughly .5% of the total amount of grant funds received.

Originated by: Serena Johns – Grant Administration
Reviewed by: Scott Thompson – Finance

Attachments:

Proposal and Fee schedule
Professional Services Agreement

**ELSINORE VALLEY MUNICIPAL WATER DISTRICT
PROFESSIONAL SERVICES AGREEMENT
GRANT MANAGEMENT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this day of _____ by and between the Elsinore Valley Municipal Water District, a California municipal water district with its principal place of business at 31315 Chaney St., Lake Elsinore, CA 92531 (“District”) and Woodard & Curran, a corporation with its principal place of business at 41 Hutchins Drive, Portland, ME 04102 (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Grant services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Consultant to render such services for the Grant Management Services project (“Project”) as set forth in this Agreement. The Project may be funded, in whole or in part, with state or federal funding, as further set forth in this Agreement and the attachments hereto.

3. TERMS.

3.1 Scope and Schedule of Services.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Grant Management consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from November 10, 2022 to June 30, 2028, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.1.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “A” attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services

in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2 Fees and Payments.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Million Thirty-Four Thousand Nine Hundred Fifty-Five Dollars (\$1,034,955.00) without written approval by District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.2.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by District.

3.3 Responsibilities of Consultant.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling

necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.3.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Sally Johnson, Lindsey Wilcox, Elizabeth Pereira, Ian Jaffe, Haley Johnson, and Natalie Cochran.

3.3.5 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.3.6 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.7 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment

of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The District has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the District’s office and shall be made available for viewing to any interested party upon request. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Registration and Labor Compliance. If the services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

(c) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.3.8 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.9 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.3.10 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.11 Compliance with Funding Source Requirements. This Agreement may be funded, in whole or in part, with American Rescue Plan Act (ARPA); (Title VI of the Social Security Act Section 602 et seq.) Coronavirus Local Fiscal Recovery Funds (CLFRF) provided through the County of Riverside; U.S. Department of the Interior, Bureau of Reclamation (Reclamation) Title XVI Water Reclamation and Reuse funds; Clean Water State Revolving Fund (SRF) funds provided through the California State Water Resources Control Board; or State of California Wildlife Conservation Board funds. Funding sources may also include Federal Emergency Management Agency, California Governor's Office of Emergency Services, California Department of Water Resources or similar funding source (all of the foregoing sources are collectively referred to herein as "Funding Sources"). Consultant shall comply with the following:

(a) C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

(b) Federal Funding Source Requirements attached hereto as Exhibit "D" and incorporated herein by reference.

(c) Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to, those set forth in Exhibit "D".

(d) With respect to any conflict between such federal requirements and the terms herein and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

3.4 Representatives of the Parties.

3.4.1 District's Representative. The District hereby designates Serena Johns, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.4.2 Consultant's Representative. Consultant hereby designates Sally Johnson, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and

procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.5 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to District), indemnify and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, District, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6 Insurance.

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

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

(a) Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Consultant shall maintain limits no less than \$2,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed

operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policy shall include or be endorsed (amended) to state that: (1) the District, the County of Riverside ("County"), County Agencies, Districts, Special Districts and Departments, and their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, representatives, and volunteers ("Additional Insureds") shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the Additional Insureds using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the Additional Insureds, as defined above, shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Additional Insureds or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Additional Insureds shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

(c) Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$2,000,000 per claim.

(e) Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Additional

Insureds (if agreed to in a written contract or agreement) before the Additional Insureds' own primary or self-Insurance shall be called upon to protect any of them as a named insured. The policy shall be endorsed to state that the Additional Insureds shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

(f) All Coverages. The Consultant is required by this Agreement to state that: (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; If any of the required coverages expire or cancel during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to District at least ten (10) days prior to the cancellation or expiration date. and (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Additional Insureds.

(g) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

(h) Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Additional Insureds, and insurer shall provide or be endorsed to provide that the deductibles or SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured or (ii) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.6.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-VII or equivalent, or as otherwise approved by the District.

3.6.4 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time. In the event that the Consultant employs other consultants (sub-consultants) as part of the services covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

3.6.5 Reporting of Claims. Consultant shall report to the District, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.7 Termination of Agreement.

3.7.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.7.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.7.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.8 Ownership of Materials and Confidentiality.

3.8.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.8.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design

professionals other than Consultant or its subconsultants, or those provided to Consultant by the District.

3.8.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.8.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.8.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.9 Subcontracting/Subconsulting.

3.9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.10 General Provisions.

3.10.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

CONSULTANT:

Elsinore Valley Municipal Water District
 31315 Chaney St
 Lake Elsinore, CA 92531
 Attn: Serena Johns
 Email: sjohns@evmwd.net

Woodard & Curran
 9665 Chesapeake Drive, Suite 320
 San Diego, CA 92123
 Attn: Sally Johnson
 Email: sjohnson@woodardcurran.com

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.10.3 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.10.4 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.10.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.10.6 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.10.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.10.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.10.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.10.10 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.10.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.10.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.10.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.10.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.10.15 Government Code Claim Compliance. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

3.10.16 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.10.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.10.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.10.19 Signatures. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

3.10.20 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES ON THE FOLLOWING PAGE

**SIGNATURE PAGE TO THE
PROFESSIONAL SERVICES AGREEMENT FOR
GRANT MANAGEMENT SERVICES**

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

By: _____
Greg Thomas, General Manager

Dated: _____

Approved as to form:

Steve Anderson, General Counsel

WOODARD & CURRAN:

By: _____
Sally Johnson
(Authorized Representative of Vendor)

Printed Name: _____
Sally Johnson

Title: _____
Project Manager

Dated: _____
November 1, 2022

**EXHIBIT A
SCOPE OF SERVICES**

EVMWD GRANT MANAGEMENT

REVISED SCOPE OF WORK – OCTOBER 2022

Woodard & Curran proposes to support the District's grant management needs by assigning a team composed of a Task Lead and supporting staff to each project and to manage all of the outside funding sources for that project. Based on this approach, Woodard & Curran has reorganized the Scope of Work included in Attachment 1 of the RFP to be arranged by project and funding agency/program, and provided a cross-reference between this Scope and the RFP.

RFP Task	Proposed Scope of Work
Task 2: Grant Management	
2.1 Develop schedule	Subtask 1.1 (overall schedule); Subtasks 2.1 through 2.6; Optional Subtask 2.7 and 2.8 (project-specific schedule)
2.2 Create progress report and invoice templates based on funding requirements	Subtask 1.2
2.3 Review draft progress reports and invoices for accuracy and completeness, finalize, and submit	Subtasks 2.1 through 2.6; Optional Subtask 2.7 and 2.8 (for each program/project)
2.4 Review grant invoice drafts for eligibility with grant requirements	Subtasks 2.1 through 2.6; Optional Subtask 2.7 and 2.8 (for each program/project)
2.5 Coordinate with District staff to correct issues discovered during review of draft reports and invoices	Subtasks 2.1 through 2.6; Optional Subtask 2.7 and 2.8 (for each program/project)
2.6 Coordinate with funding agency to correct issues with submitted reports and invoices	Subtasks 2.1 through 2.6; Optional Subtask 2.7 and 2.8 (for each program/project)
2.7 Notify District staff when an original signature is required, provide documents for signature and instructions	Subtask 1.2 (standard guidance); Subtasks 2.1 through 2.6; Optional Subtask 2.7 and 2.8 (for each program/project)
2.8 Develop, negotiate, and submit grant budget, scope, and timeline amendment requests and submit to funding agency	Optional Task 4
2.9 Review and provide guidance on grant eligible costs, provide analysis on opportunities to fully utilize existing grant money	Subtasks 2.1 through 2.6; Optional Subtask 2.7 and 2.8 (for each program/project)
2.10 Advise District staff on strategic actions to ensure 100% of the grant is paid to the District	Subtasks 2.1 through 2.6; Optional Subtask 2.7 and 2.8 (for each program/project)
2.11 Participate in teleconferences with District and/or funding agencies	Subtask 1.1
2.12 Provide, maintain, and keep updated a file-share website where all of the District's grant related data will be stored and organized	Subtasks 2.1 through 2.6; Optional Subtask 2.7 and 2.8 (for each program/project)
Task 3: Grant Compliance	
3.1 Standard Conditions Compliance – provide technical assistance related to compliance with standard conditions of grants and maintain associated documentation	Subtasks 2.1 through 2.6; Optional Subtask 2.7 and 2.8 (for each program/project)
3.2 Compliance with District Policy & Procedures – review applicable District policy and procedures for	Subtask 1.3

EVMWD GRANT MANAGEMENT

Scope of Work



RFP Task	Proposed Scope of Work
compliance with grant requirements; provide technical guidance on how to bring applicable policies and procedures into compliance	
3.3 Environmental Compliance – maintain a record of all environmental compliance documentation	Subtasks 2.1 through 2.6; Optional Subtask 2.7 and 2.8 (for each program/project)
3.4 Code of Federal Regulations Compliance – help ensure compliance with Uniform Guidance, 2 CFR 200, ARPA Final Rule and federal and state laws applicable to grants; provide technical assistance with procurement requirements outline in Code of Federal Regulations; help ensure federal crosscutter language is in project-related contracts; maintain record of documentation	Subtasks 2.1 through 2.6; Optional Subtask 2.7 and 2.8 (for each program/project)
3.5 Project Documentation – Create Project Compliance Checklist summarizing standard environmental, procurement, and compliance regulations; review progress on completing each checklist component with District staff monthly throughout project duration; alert District staff of compliance issues	Subtasks 2.1 through 2.6; Optional Subtask 2.7 and 2.8 (for each program/project)
3.6 Audit Preparation – help ensure project is audit-ready upon completion by developing Audit Binder	Subtasks 2.1 through 2.6; Optional Subtask 2.7 and 2.8 (for each program/project); Task 3 (for audit support)

Task 1: Program Management, Consistency, and Quality Control (RFP Task 2)**Subtask 1.1: Program Management and Meetings (RFP Task 2.1 and 2.11)**

Following the Notice to Proceed, Woodard & Curran will hold a virtual kickoff meeting with the District, the PM, and Task Leads for each program/project that has a funding agreement executed by the kickoff meeting date. The kickoff meeting will be an opportunity to review the project scope and current status of each of the projects and their associated funding awards. Woodard & Curran will prepare an overall program schedule based on this kickoff meeting including due dates for District review of draft reports and invoices. Grant-specific schedules will be prepared as part of each individual grant management task (Task 2 and associated subtasks), and rolled up into the master program schedule as each is kicked off. Woodard & Curran will hold quarterly status calls with the District, Woodard & Curran's PM, and Task Leads for each active funding program/project to review the status of each of the funding awards and projects. More frequent status meetings will be held monthly on a grant-by-grant basis and is included in the grant-specific tasks (Task 2 and associated subtasks). Woodard & Curran's PM and relevant Task Leads will also participate in up to 16 calls with the District and funding agencies as needed to discuss funding management and questions. This subtask also includes project management and invoicing, and coordination with the District.

EVMWD GRANT MANAGEMENT

Scope of Work

Subtask 1.1 Assumptions:

- Meetings will be virtual, held using MS Teams and scheduled by Woodard & Curran
- Project and grant-specific team meetings will be conducted under the corresponding subtasks in Task 2
- Project and grant-specific schedules will be developed for each funding award under the corresponding subtasks in Task 2

Subtask 1.1 Deliverables:

- Kickoff Meeting Agenda and Handouts
- Program Schedule
- Quarterly Status Meeting Agenda and Handouts

Subtask 1.2: Template Development (RFP Task 2.2)

Woodard & Curran will develop templates for the progress reports required by each funding program. These templates will follow the requirements listed in each funding contract, and will be adapted as needed to reflect feedback from the funding program managers. Woodard & Curran will also prepare a handout identifying the elements that contractors must include in their invoices to the District to comply with funding program requirements. These elements may include, but are not limited to, staff names and titles, hourly rates, dates hours were worked, and receipts for all billable expenses. Where applicable, guidance will also be provided on limits to certain expenses, such as travel, or ineligible expenses, such as markups. Woodard & Curran will prepare a template outlining funding administration processes, including when to submit data requests to the District, standardized file structures, and outlining who will be responsible for each step of the administration process, including QAQC. Finally, Woodard & Curran will develop an invoice tracking template in Excel that can be modified as needed for each funding program, along with a Project Compliance Checklist that can be adapted as needed to each funding program and project.

This task assumes templates will be developed for the following programs:

- Clean Water SRF Grant/Loan
- FEMA Grant
- USBR Title XVI
- USBR Drought Resilience Grant
- DWR SGMA Grant
- DWR IRWM Grant
- ARPA Grant

Should the District be awarded funding from additional programs during this contract, Woodard & Curran assumes that the templates listed above can be adapted with minimal effort to the new funding program's requirement.

Subtask 1.2 Assumptions:

- Standard templates and forms for reimbursement packages submitted to funding programs will be provided by the funding agency.

EVMWD GRANT MANAGEMENT

Scope of Work

Subtask 1.2 Deliverables:

- Progress Report Template, up to seven (Word)
- Invoice Template and Guidance for contractors (PDF)
- Invoice Tracking spreadsheet template (Excel)
- Funding administration guidance document template (Word)
- Project Compliance Checklist template (Excel)

Subtask 1.3: EVMWD Policy Review (RFP Task 3.2)

Woodard & Curran will review applicable District policies and procedures to confirm compliance with grant requirements. For those policies or procedures that require updates to come into compliance with grant requirements, Woodard & Curran will coordinate with the District to discuss ways to align policies and procedures with grant requirements. This scope assumes no more than 40 hours of effort to review documents and hold up to 3 calls with the District to discuss potential policy and procedure changes.

Subtask 1.3 Assumptions:

- District will identify which procedures and policies may have a conflict with grant requirements, and provide copies to Woodard & Curran for review.
- A limited number of policies and procedures would need to be reviewed, with an estimated reasonable level of effort of 40 hours to review policies and procedures and hold up to 3 calls with the District. Should a large number of policies or procedures need to be reviewed, an amendment may be necessary.

Subtask 1.3 Deliverables:

- Meeting agendas and materials, up to 3
- Annotated policies/procedures as identified by the District and Woodard & Curran for review against grant requirements

Task 2: Funding Administration (RFP Tasks 2.3 through 2.10, Task 2.12, and Tasks 3.1-3.5)

Woodard & Curran will administer each funding award as outlined in the funding program agreements. To provide efficiency and quality control related to compliance, Woodard & Curran will assign one team to each project that has secured outside funding. Task 2 is divided into 8 subtasks. Within each subtask, work on individual funding programs will be tracked and invoiced separately to assist with reimbursement for grant administration activities under the funding programs. The cost of activities that support multiple grant programs, including those completed in Task 1 and its associated subtasks, would be shared across the related grants.

Task 2 includes work to address RFP Tasks 2.3 through 2.10, Task 2.12, and Tasks 3.1-3.5.



EVMWD GRANT MANAGEMENT

Scope of Work

Project	Deliverables						
	Project Schedule	Progress Report Template	Invoice Template and Guidance	Final Budget Approval Form & attachments	Project Compliance Checklist	No. Progress Reports	No. Disbursement Requests
Regional Water Reclamation Facility Upgrades- SRF	--	--	--	--	--	0	0
Regional Water Reclamation Facility Expansion- SRF	X	X	X	X	X	10	30
Regional Water Reclamation Facility Expansion – Title XVI	X	X	X	--	X	10	10
Lakeland Village Sewer Project – ARPA	X	X	X	--	X	10	10
Highway 74/Ethanac Sewer Project – ARPA	X	X	X	--	X	18	18
Lakeland Village Water Extension-Ranspot and Peeler Project - ARPA	X	X	X	--	X	18	18
SEDCO – Planning SRF	X	X	X	--	X	1	1
The Avenues – Planning SRF	X	X	X	--	X	1	1
Diamond Regional Sewer Lift Station SRF	X	X	X	X	X	10	10
OPTIONAL SEDCO – Construction SRF	X	X	X	X	X	10	10
OPTIONAL The Avenues – Construction SRF	X	X	X	X	X	10	10
OPTIONAL 2022 Drought Grant	X	X	X	-	X	16*	16*

*2022 Drought Grant anticipated to have up to 4 projects, each of which will submit 16 Progress Reports and Disbursement requests that will be compiled into a single package for DWR.

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**Subtask 2.1: Regional Water Reclamation Facility Grants – SRF and Title XVI**

Woodard & Curran will administer the Clean Water SRF funding for the Regional Water Reclamation Facility Upgrades construction agreement and the Regional Water Reclamation Facility's Expansion construction agreement, as well as the U.S. Bureau of Reclamation (USBR) Title XVI grant award for the Regional Water Reclamation Facility Expansion Planning and Construction. Woodard & Curran will administer the Title XVI funding in parallel with the SRF funding for the Regional Water Reclamation Facility Expansion. A single data request will be prepared for each disbursement request and reporting cycle, and invoices will be tracked in a single spreadsheet to verify costs are being allocated appropriately across the loans and grant. The two SRF agreements and the USBR Title XVI grant will be administered and invoiced separately by the same staff team at Woodard & Curran.

Woodard & Curran will review the two SRF loan agreements and USBR grant agreement, develop a list of requirements the District should be aware of for contracting and reporting requirements, prepare a Project Compliance Checklist that summarizes compliance regulations, and update the program schedule developed under Task 1.1 to reflect the timing of quarterly reports and proposed disbursement requests for the Regional Water Reclamation Facility projects. Woodard & Curran will also update the funding management guidance template to reflect SRF-, Title XVI- and project-specific information, including eligible cost details and how to submit materials to the State Water Resources Control Board and USBR. The SRF forms are expected to require a wet signature. Woodard & Curran will hold a project-specific kickoff call with the District to review the project-specific schedule, program requirements, and review an initial data request.

Drafts of progress reports and disbursement requests will be sent to the District for review in accordance with the project-specific schedule. Woodard & Curran will coordinate with the District to address issues identified during preparation of these materials and to respond to feedback from the State Board and USBR.

Materials developed for or submitted related to administration of the SRF loans and Title XVI grant will be compiled in the project folder and maintained in the event of an audit. All deliverables will be made available to the District on a share point site. Support in the event of an audit will be provided under Task 3.

2.1.1 CWSRF: Regional Water Reclamation Facility Upgrades

The Upgrades construction agreement is expected to close out September 1, 2022, and will not require Woodard & Curran to complete any reports or submit invoices. Woodard & Curran would be available to advise in the event of an SRF audit by the State of California, and assist the District in responding to questions related to the Upgrades project and SRF agreement. Due to Woodard & Curran's limited involvement with the Upgrades project, the level of effort for that funding is expected to be no more than 24 hours. Support in the event of an audit will be provided under Task 3.

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Scope of Work

2.1.2 CWSRF: Regional Water Reclamation Facility Expansion

Woodard & Curran will:

1. Review the SRF loan agreement, develop a list of requirements the District should be aware of for contracting and reporting
2. Update the Project Compliance Checklist and program schedule developed under Task 1.1 to reflect the SRF agreement requirements as well as timing of quarterly reports and proposed disbursement requests for the Regional Water Reclamation Facility Expansion project.
3. Update the funding management guidance template to reflect SRF – and project-specific information, including eligible cost details and how to submit materials to the State Water Resources Control Board. The SRF forms are expected to require a wet signature.
4. Hold a project-specific kickoff call with the District to review the project-specific schedule, program requirements, and review an initial data request, to be combined with the project-specific kick-off call in Subtask 2.1.3.
5. Attend monthly team meetings with the District's funding and engineering team to stay updated on project status, changes, or other details that would inform progress reports and discussions with State Board's SRF staff.

Loan administration activities include preparation of a data request for the Final Budget Agreement form (FBA); compilation of FBA supporting documents, including but not limited to construction RFP and contracting materials and the construction notice to proceed; review of FBA supporting documents to verify compliance with requirements; submittal of FBA form and documents via FFAST; coordination with the District and its contractors to collect documentation in the required formats; preparation and submittal of disbursement requests monthly; and preparation and submittal of quarterly progress reports. Following completion of the Regional Water Reclamation Facility Expansion, Woodard & Curran will develop a final progress report and invoice to submit to the State Water Resources Control Board.

Additionally, Woodard & Curran will review the Mitigation Monitoring and Reporting Program (MMRP) for the Regional Water Reclamation Facility Expansion project and any additional environmental requirements included in the SRF agreement, and incorporate tracking of these requirements in the Project Compliance Checklist. Woodard & Curran will prepare compliance memo forms for the responsible entity to sign when mitigation measures have been implemented to document compliance with environmental requirements. Woodard & Curran will coordinate with the District and its contractors to sign compliance memos as completed and checking on the status of compliance. Reporting on environmental compliance is required for SRF loan administration.

Drafts of progress reports and disbursement requests will be sent to the District for review in accordance with the project-specific schedule. Woodard & Curran will coordinate with the District to address issues identified during preparation of these materials and to respond to feedback from the State Board.

Materials developed for or submitted related to administration of the SRF loan will be compiled in the project folder and maintained in the event of an audit. All deliverables will be made available to the District on a share point site. Support in the event of an audit will be provided under Task 3.

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Scope of Work

2.1.3 Title XVI: Regional Water Reclamation Facility Expansion

Woodard & Curran will:

1. Review the Title XVI grant agreement, develop a list of requirements the District should be aware of for contracting and reporting
2. Update the Project Compliance Checklist and program schedule developed under Task 1.1 to reflect the Title XVI agreement requirements as well as timing of reports and reimbursement requests.
3. Update the funding management guidance template to reflect Title XVI- and project-specific information, including eligible cost details and how to submit materials to USBR.
4. Hold a project-specific kick-off call with the District to discuss the project status, schedule, and initial data request, to be combined with the project-specific kickoff call in Subtask 2.1.2.
5. Attend monthly team meetings with the District's funding and engineering team to stay updated on project status, changes, or other details that would inform progress reports and discussions with USBR staff, to be combined with the monthly meetings in Subtask 2.1.2.

Under this subtask, Woodard & Curran will prepare reimbursement requests for the Title XVI funds along with required reports. The schedule for Title XVI submittals will be aligned with the SRF schedule, and invoice guidance will be provided to the District and its contractors to comply with both SRF and Title XVI requirements. Woodard & Curran will track and invoice its time spent on SRF administration and Title XVI administration separately to allow the District to reimburse for those costs in compliance with each funding agreement.

Drafts of progress reports and reimbursement requests will be sent to the District for review in accordance with the project-specific schedule. Woodard & Curran will coordinate with the District to address issues identified during preparation of these materials and to respond to feedback from USBR.

Materials developed for or submitted related to administration of the Title XVI grant will be compiled in the project folder and maintained in the event of an audit. All deliverables will be made available to the District on a share point site. Support in the event of an audit will be provided under Task 3.

Subtask 2.1 Assumptions:

- Regional Water Reclamation Upgrades SRF loan will close September 1, 2022, and has been successfully administered by EVMWD staff, including final progress report and invoice. Woodard & Curran will be available to support in the event of an audit, up to 24 hours of effort under Task 3.
- EVMWD will provide Woodard & Curran all previously submitted invoices and progress reports, along with their invoice tracking for reimbursement requests submitted prior to Woodard & Curran's involvement, for potential future audit purposes. Audit support will be available under Task 3.
- Regional Water Reclamation Facility Expansion SRF loan has been executed and will close December 1, 2024.
- Regional Water Reclamation Facility Expansion Planning & Construction Title XVI grant has been executed and will close March 2025.

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- Disbursement requests will be submitted to the State Water Resources Control Board and USBR quarterly. Should the District prefer to submit more frequently, that could be negotiated at kickoff, but may require a fee amendment.
- District team meetings would be held monthly for up to 30 months, and limited to 30 minutes each meeting.

Subtask 2.1 Deliverables:

- Project Kickoff Meeting Agenda and Handouts (Word, Excel, and PDF)
- Project schedule (PDF)
- Project administration guidance document (PDF)
- Project Compliance Checklist
- Invoice Template and Guidance for contractors (PDF)
- Invoice Tracking spreadsheet (Excel)
- Environmental compliance memos
- Quarterly Progress Reports, up to 10 each for SRF and Title XVI (20 total)
- Disbursement Requests, up to 30 for SRF (monthly) and 10 for Title XVI (quarterly), for total of 40
- FBA for Regional Water Reclamation Facility Expansion SRF loan
- Final invoice and progress report, one each for SRF and Title XVI

Subtask 2.2: Not Used

Subtask 2.2 is not used per revisions made at EVMWD request.

Subtask 2.3: Not Used

Subtask 2.3 is not used per revisions made at EVMWD request.

Subtask 2.4: ARPA Funding: Lakeland Village Sewer Project, Highway 74/Ethanac Sewer Project, Lakeland Village Water Extension-Ranspot and Peeler Project

This subtask includes administration of American Rescue Plan Act (ARPA) funding for three projects: the Lakeland Village Community Center Sewer Extension Project, Highway 74/Ethanac Sewer Extension Project and the Lakeland Village 8" Water Line Extension - Ranspot and Peeler Project. These projects must be completed by December 2026. Administration of these funds will be done in coordination with Riverside County. These funding for these three projects will be administered separately by the same staff team at Woodard & Curran, and time tracked separately in the event that administrative costs can be reimbursed by the grants.

2.4.1: Lakeland Village Sewer Project

Woodard & Curran will:

1. Review the funding agreement and materials the District has already submitted to the grant program.
2. Update the Project Compliance Checklist and program schedule developed under Task 1.1 to reflect the grant requirements, project status at the time Woodard & Curran received the notice to proceed, and timing of reports and reimbursement requests for the project.
3. Update the funding management guidance template to reflect ARPA- and project-specific information, including eligible cost details and how to submit materials for reimbursement

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and compliance. This guidance document will be combined with the ones for Subtasks 2.4.2 and 2.4.3.

4. Hold a project-specific kickoff call with the District to review the project-specific schedule, program requirements, and review an initial data request. This project-specific kickoff call will be held in conjunction with the calls for Subtasks 2.4.2 and 2.4.3.
5. Attend monthly meetings with District staff and their design and construction contractors to get updates on project status, changes, and other details to inform progress reports and other communication with County and ARPA staff. These monthly meetings will be held in conjunction with the monthly meetings for Subtasks 2.4.2 and 2.4.3.

Grant administration activities include preparation of a data request for project invoices; coordination with the District and its contractors to collect documentation in the required formats; preparation of reimbursement requests quarterly; and preparation of quarterly progress reports. Following completion of the project, Woodard & Curran will develop a final progress report and invoice to submit to Riverside County.

Woodard & Curran will review environmental requirements outlined in the MMRP and grant agreement, and incorporate environmental requirements into the Project Compliance Checklist. Woodard & Curran will prepare compliance memos for each environmental requirements to be completed by the responsible party as listed in the MMRP, and file completed memos for the District's records.

Drafts of progress reports and disbursement requests will be sent to the District for review in accordance with the project-specific schedule. Woodard & Curran will coordinate with the District to address issues identified during preparation of these materials and to respond to feedback from Riverside County.

Materials developed for or submitted related to administration of the grant will be compiled in the project folder and maintained in the event of an audit. All deliverables will be made available to the District on a share point site. Support in the event of an audit will be provided under Task 3.

2.4.2: Highway 86/Ethanac Sewer Project

Woodard & Curran will:

1. Review the funding agreement and materials the District has already submitted to the grant program.
2. Update the Project Compliance Checklist and program schedule developed under Task 1.1 to reflect the grant requirements, project status at the time Woodard & Curran received the notice to proceed, and timing of reports and reimbursement requests for the project.
3. Update the funding management guidance template to reflect ARPA- and project-specific information, including eligible cost details and how to submit materials for reimbursement and compliance. This guidance document will be combined with the ones for Subtasks 2.4.1 and 2.4.3.
4. Hold a project-specific kickoff call with the District to review the project-specific schedule, program requirements, and review an initial data request. This project-specific kickoff call will be held in conjunction with the calls for Subtasks 2.4.1 and 2.4.3.
5. Attend monthly meetings with District staff and their design and construction contractors to get updates on project status, changes, and other details to inform progress reports

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and other communication with County and ARPA staff. These monthly meetings will be held in conjunction with the monthly meetings for 2.4.1 and 2.4.3.

Grant administration activities include preparation of a data request for project invoices; coordination with the District and its contractors to collect documentation in the required formats; preparation of reimbursement requests quarterly; and preparation of quarterly progress reports. Following completion of the project, Woodard & Curran will develop a final progress report and invoice to submit to Riverside County.

Woodard & Curran will review environmental requirements outlined in the MMRP and grant agreement, and incorporate environmental requirements into the Project Compliance Checklist. Woodard & Curran will prepare compliance memos for each environmental requirements to be completed by the responsible party as listed in the MMRP, and file completed memos for the District's records.

Drafts of progress reports and disbursement requests will be sent to the District for review in accordance with the project-specific schedule. Woodard & Curran will coordinate with the District to address issues identified during preparation of these materials and to respond to feedback from Riverside County.

Materials developed for or submitted related to administration of the grant will be compiled in the project folder and maintained in the event of an audit. All deliverables will be made available to the District on a share point site. Support in the event of an audit will be provided under Task 3.

2.4.3: Lakeland Village Water Extension-Ranspot and Peeler Project

Woodard & Curran will:

1. Review the funding agreement and materials the District has already submitted to the grant program.
2. Update the Project Compliance Checklist and program schedule developed under Task 1.1 to reflect the grant requirements, project status at the time Woodard & Curran received the notice to proceed, and timing of reports and reimbursement requests for the project.
3. Update the funding management guidance template to reflect ARPA- and project-specific information, including eligible cost details and how to submit materials for reimbursement and compliance. This guidance document will be combined with the ones for Subtasks 2.4.1 and 2.4.2.
4. Hold a project-specific kickoff call with the District to review the project-specific schedule, program requirements, and review an initial data request. This project-specific kickoff call will be held in conjunction with the calls for Subtasks 2.4.1 and 2.4.2.
5. Attend monthly meetings with District staff and their design and construction contractors to get updates on project status, changes, and other details to inform progress reports and other communication with County and ARPA staff. These monthly meetings will be held in conjunction with the monthly meetings for 2.4.1 and 2.4.2.

Grant administration activities include preparation of a data request for project invoices; coordination with the District and its contractors to collect documentation in the required formats; preparation of reimbursement requests quarterly; and preparation of quarterly progress reports. Following completion of the project, Woodard & Curran will develop a final progress report and invoice to submit to Riverside County.

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Woodard & Curran will review environmental requirements outlined in the MMRP and grant agreement, and incorporate environmental requirements into the Project Compliance Checklist. Woodard & Curran will prepare compliance memos for each environmental requirements to be completed by the responsible party as listed in the MMRP, and file completed memos for the District's records.

Drafts of progress reports and disbursement requests will be sent to the District for review in accordance with the project-specific schedule. Woodard & Curran will coordinate with the District to address issues identified during preparation of these materials and to respond to feedback from Riverside County.

Materials developed for or submitted related to administration of the grant will be compiled in the project folder and maintained in the event of an audit. All deliverables will be made available to the District on a share point site. Support in the event of an audit will be provided under Task 3.

Subtask 2.4 Assumptions:

- The ARPA agreements for all three projects have been executed and will be complete by December 2026.
- The Lakeland Village Community Center project is assumed to be a shorter duration than the other two due to the shorter length of pipe and lower cost. This scope assumes the Lakeland Village Community Center project will be completed by December 2024.
- The ARPA funds have been successfully administered by the District from agreement execution until Woodard & Curran receives the Notice to Proceed, including following of procurement rules.
- EVMWD will provide Woodard & Curran all previously submitted invoices and progress reports, along with their invoice tracking for reimbursement requests submitted prior to Woodard & Curran's involvement, for potential future audit purposes. Audit support will be available under Task 3.
- Progress reports and invoices will be submitted to Riverside County quarterly. Should the District choose to submit more frequently, an amendment to this scope and fee may need to be approved.
- Team meetings will be held monthly for the duration of the projects, through December 2026, for a total of 52 meetings, at 30 minutes per meeting.

Subtask 2.4 Deliverables:

- Project Kickoff Meeting Agenda and Handouts (Word, Excel, and PDF)
- Project schedule (PDF)
- Project administration guidance document (PDF)
- Project Compliance Checklist, up to 3 (1 for each project)
- Invoice Tracking spreadsheet (Excel)
- Quarterly Progress Reports, up to 36 (10 for Lakeland Village Community Center and 18 each for Hwy 74/Ethanac Sewer Extension and Lakeland Village 8" Water Line Extension)
- Quarterly Reimbursement Requests, up to 36 (10 for Lakeland Village Community Center and 18 each for Hwy 74/Ethanac Sewer Extension and Lakeland Village 8" Water Line Extension)
- Final invoice and progress report , up to 3 (1 for each project)

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**Subtask 2.5: Septic to Sewer CWSRF: SEDCO Planning and Construction**

Under Subtask 2.5 Woodard & Curran will administer the Clean Water SRF funding for the planning agreements for the SEDCO septic-to-sewer conversion project.

Woodard & Curran will review the SRF grant agreement, develop a list of requirements the District should be aware of for contracting and reporting requirements, prepare a Project Compliance Checklist that summarizes compliance regulations, and update the program schedule developed under Task 1.1 to reflect the project and SRF planning grant timelines and requirements. Woodard & Curran will also update the funding management guidance template to reflect SRF - and project-specific information, including eligible cost details and how to submit materials to the State Water Resources Control Board. The SRF forms are expected to require a wet signature. Woodard & Curran will hold a project-specific kickoff call with the District to review the project-specific schedule, program requirements, and review an initial data request.

Drafts of reports and disbursement requests will be sent to the District for review in accordance with the project-specific schedule. Woodard & Curran will coordinate with the District to address issues identified during preparation of these materials and to respond to feedback from the State Board.

Materials developed for or submitted related to administration of the SRF grants will be compiled in the project folder and maintained in the event of an audit. All deliverables will be made available to the District on a share point site. Support in the event of an audit will be provided under Task 3.

Planning grant activities will be completed prior to planning grant execution to meet the construction grant application deadline of June 2023. As such, Woodard & Curran expects one planning grant disbursement request can be submitted for the project following execution of the CWSRF Planning grant agreement. For this single disbursement request, Woodard & Curran will prepare a data request for invoices and deliverables listed in the planning grant application and agreement, prepare one disbursement request package and send to the District to review prior to submittal.

Subtask 2.5 Assumptions:

- The planning grant-funded activities for the SEDCO Septic-to-Sewer project will be completed by June 2023, prior to execution of the SRF Planning Grant.
- A single disbursement request will be submitted to the State Water Resources Control Board that will include all eligible costs for the planning-grant funded portion of project.

Subtask 2.5 Deliverables:

- Project Kickoff Meeting Agenda and Handouts (Word, Excel, and PDF)
- Project schedule (PDF)
- Project administration guidance document (PDF)
- Project Compliance Checklist
- Invoice Template and Guidance for contractors (PDF)
- Invoice Tracking spreadsheet (Excel)
- Disbursement Request, 1
- Final invoice and progress report, 1

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**Subtask 2.6: Septic to Sewer CWSRF: Avenues Planning and Construction**

Under Subtask 2.6 Woodard & Curran will administer the Clean Water SRF funding for the planning agreements for the Avenues septic-to-sewer conversion project. The Planning grant agreement is expected to be executed by Summer 2023.

Woodard & Curran will review the SRF grant agreement, develop a list of requirements the District should be aware of for contracting and reporting requirements, prepare a Project Compliance Checklist that summarizes compliance regulations, and update the program schedule developed under Task 1.1 to reflect the timing of report and proposed disbursement request for the septic-to-sewer planning project. Woodard & Curran will also update the funding management guidance template to reflect SRF - and project-specific information, including eligible cost details and how to submit materials to the State Water Resources Control Board. The SRF forms are expected to require a wet signature. Woodard & Curran will hold a project-specific kickoff call with the District to review the project-specific schedule, program requirements, and review an initial data request.

Drafts of reports and disbursement requests will be sent to the District for review in accordance with the project-specific schedule. Woodard & Curran will coordinate with the District to address issues identified during preparation of these materials and to respond to feedback from the State Board.

Materials developed for or submitted related to administration of the SRF grants will be compiled in the project folder and maintained in the event of an audit. All deliverables will be made available to the District on a share point site. Support in the event of an audit will be provided under Task 3.

Planning grant activities will be completed prior to planning grant execution to meet the construction grant application deadline of June 2023. As such, Woodard & Curran expects one planning grant disbursement request can be submitted for the project following execution of the CWSRF Planning grant agreement. For this single disbursement request, Woodard & Curran will prepare a data request for invoices and deliverables listed in the planning grant application and agreement, prepare one disbursement request package and send to the District to review prior to submittal.

Subtask 2.6 Assumptions:

- The planning grant-funded activities for the AVENUES Septic-to-Sewer project will be completed by June 2023, prior to execution of the SRF Planning Grant.
- A single disbursement request will be submitted to the State Water Resources Control Board that will include all eligible costs for the planning-grant funded portion of project.

Subtask 2.6 Deliverables:

- Project Kickoff Meeting Agenda and Handouts (Word, Excel, and PDF)
- Project schedule (PDF)
- Project administration guidance document (PDF)
- Project Compliance Checklist
- Invoice Template and Guidance for contractors (PDF)
- Invoice Tracking spreadsheet (Excel)
- Disbursement Request, 1
- Final invoice and progress report, 1

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**Subtask 2.7: Not Used**

Subtask 2.7 is not used per revisions made at EVMWD request.

Subtask 2.8: Diamond Regional Sewer Lift Station and Dual Force Mains - CWSRF

Woodard & Curran will administer the Clean Water SRF funding for the Diamond Regional Sewer Lift Station and Dual Force Mains construction agreement. A data request will be prepared for each disbursement request and reporting cycle, and invoices will be tracked in a single spreadsheet to verify costs are being allocated appropriately across the loans and grant.

Woodard & Curran will:

1. Review the SRF loan agreement, develop a list of requirements the District should be aware of for contracting and reporting
2. Update the Project Compliance Checklist and program schedule developed under Task 1.1 to reflect the SRF agreement requirements as well as timing of quarterly reports and proposed disbursement requests for the Diamond Regional Sewer Lift Station and Dual Force Mains project.
3. Update the funding management guidance template to reflect SRF – and project-specific information, including eligible cost details and how to submit materials to the State Water Resources Control Board. The SRF forms are expected to require a wet signature.
4. Hold a project-specific kickoff call with the District to review the project-specific schedule, program requirements, and review an initial data request, to be combined with the project-specific kick-off call.
5. Attend monthly team meetings with the District's funding and engineering team to stay updated on project status, changes, or other details that would inform progress reports and discussions with State Board's SRF staff.

Loan administration activities include preparation of a data request for the Final Budget Agreement form (FBA); compilation of FBA supporting documents, including but not limited to construction RFP and contracting materials and the construction notice to proceed; review of FBA supporting documents to verify compliance with requirements; submittal of FBA form and documents via FFAST; coordination with the District and its contractors to collect documentation in the required formats; preparation and submittal of disbursement requests monthly; and preparation and submittal of quarterly progress reports. Following completion of the Diamond Regional Sewer Lift Station and Dual Force Mains project, Woodard & Curran will develop a final progress report and invoice to submit to the State Water Resources Control Board.

Additionally, Woodard & Curran will review the Mitigation Monitoring and Reporting Program (MMRP) for the Diamond Regional Sewer Lift Station and Dual Force Mains project and any additional environmental requirements included in the SRF agreement, and incorporate tracking of these requirements in the Project Compliance Checklist. Woodard & Curran will prepare compliance memo forms for the responsible entity to sign when mitigation measures have been implemented to document compliance with environmental requirements. Woodard & Curran will coordinate with the District and its contractors to sign compliance memos as completed and checking on the status of compliance. Reporting on environmental compliance is required for SRF loan administration.

Drafts of progress reports and disbursement requests will be sent to the District for review in accordance with the project-specific schedule. Woodard & Curran will coordinate with the District

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to address issues identified during preparation of these materials and to respond to feedback from the State Board.

Materials developed for or submitted related to administration of the SRF loan will be compiled in the project folder and maintained in the event of an audit. All deliverables will be made available to the District on a share point site. Support in the event of an audit will be provided under Task 3.

Subtask 2.8 Assumptions:

- The SRF-funded activities for the Diamond Regional Sewer Lift Station and Dual Force Mains project will be completed by June 2025.
- Disbursement requests will be submitted to the State Water Resources Control Board quarterly. Should the District prefer to submit more frequently, a fee amendment may be required.

Subtask 2.8 Deliverables:

- Project Kickoff Meeting Agenda and Handouts (Word, Excel, and PDF)
- Project schedule (PDF)
- Project administration guidance document (PDF)
- Project Compliance Checklist
- Invoice Template and Guidance for contractors (PDF)
- Invoice Tracking spreadsheet (Excel)
- Environmental compliance memos
- Quarterly Progress Reports, up to 10
- Quarterly Disbursement Requests, up to 11 (1 for the SRF planning grant and 10 for the SRF construction grant)
- FBA for the construction project
- Final invoice and progress report, 2 (1 for each SRF agreement)

OPTIONAL Subtask 2.9: Septic to Sewer CWSRF: SEDCO Construction

Subtask 2.9 is optional, and would be authorized with a written Notice to Proceed from the District. It is anticipated that Subtask 2.9 would only be authorized in the event that planning activities for the SEDCO septic-to-sewer conversion project determines that sufficient customer demand exists that construction would move forward. It further assumes that the District is successful at securing construction funding from the Clean Water SRF program for this project. Under Subtask 2.9 Woodard & Curran will administer the Clean Water SRF funding for the construction agreement for the SEDCO septic-to-sewer conversion projects. The Construction grant agreement is expected to be executed by Summer 2024.

Woodard & Curran will review the SRF grant agreements, develop a list of requirements the District should be aware of for contracting and reporting requirements, prepare a Project Compliance Checklist that summarizes compliance regulations, and update the program schedule developed under Task 1.1 to reflect the timing of quarterly reports and proposed disbursement requests for the septic-to-sewer projects. Woodard & Curran will also update the funding management guidance template to reflect SRF - and project-specific information, including eligible cost details and how to submit materials to the State Water Resources Control Board. The SRF forms are expected to require a wet signature. Woodard & Curran will hold a project-specific kickoff call with

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the District to review the project-specific schedule, program requirements, and review an initial data request.

Drafts of progress reports and disbursement requests will be sent to the District for review in accordance with the project-specific schedule. Woodard & Curran will coordinate with the District to address issues identified during preparation of these materials and to respond to feedback from the State Board.

Woodard & Curran will review the construction contractor RFP for the SEDCO Septic-to-Sewer project to verify compliance with SRF requirements, including but not limited to inclusion of prevailing wage requirements.

Prior to contractor selection and until approval of the Final Budget Agreement form (FBA), Woodard & Curran will submit disbursement requests as needed, but not more frequently than quarterly, for eligible non-construction costs associated with the project. Following contractor selection, grant administration activities include preparation of a data request for the FBA; compilation of FBA supporting document, including but not limited to construction RFP and contracting materials and the construction notice to proceed; review of FBA supporting documents to verify compliance with requirements; coordination with the District and its contractors to collect documentation in the required formats; preparation of disbursement requests quarterly; and preparation of quarterly progress reports. Following completion of the SEDCO project, Woodard & Curran will develop a final progress report and invoice to submit to the State Water Resources Control Board.

Additionally, Woodard & Curran will review the MMRP for the SEDCO project and any additional environmental requirements included in the SRF agreement, and incorporate tracking of these requirements in the Project Compliance Checklist. Woodard & Curran will prepare compliance memo forms for the responsible entity to sign when mitigation measures have been implemented to document compliance with environmental requirements. Woodard & Curran will coordinate with the District and its contractors to sign compliance memos as completed and checking on the status of compliance. Reporting on environmental compliance is required for SRF loan administration.

Woodard & Curran will provide support in the event of an audit, including participation in meetings with the State Board and State auditors, responding to data requests and providing grant administration records and files to the auditors as requested.

Subtask 2.9 Assumptions:

- The construction grant will be executed in Summer 2024, and completed by December 2026.
- Disbursement requests will be submitted to the State Water Resources Control Board quarterly. Should the District prefer to submit more frequently, a fee amendment may be required.

Subtask 2.9 Deliverables:

- Project Kickoff Meeting Agenda and Handouts (Word, Excel, and PDF)
- Project schedule (PDF)
- Project administration guidance document (PDF)
- Project Compliance Checklist
- Invoice Template and Guidance for contractors (PDF)

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- Invoice Tracking spreadsheet (Excel)
- Environmental compliance memos
- Quarterly Progress Reports, up to 10
- Quarterly Disbursement Requests, up to 10
- Final Budget Agreement package (FBA form and supporting documents)
- Final invoice and progress report

OPTIONAL Subtask 2.10: The Avenues CWSRF: SEDCO Construction

Subtask 2.10 is optional, and would be authorized with a written Notice to Proceed from the District. It is anticipated that Subtask 2.10 would only be authorized in the event that planning activities for the AVENUES septic-to-sewer conversion project determines that sufficient customer demand exists that construction would move forward. It further assumes that the District is successful at securing construction funding from the Clean Water SRF program for this project. Under Subtask 2.10 Woodard & Curran will administer the Clean Water SRF funding for the construction agreement for the AVENUES septic-to-sewer conversion projects. The Construction grant agreement is expected to be executed by Summer 2024.

Woodard & Curran will review the SRF grant agreements, develop a list of requirements the District should be aware of for contracting and reporting requirements, prepare a Project Compliance Checklist that summarizes compliance regulations, and update the program schedule developed under Task 1.1 to reflect the timing of quarterly reports and proposed disbursement requests for the septic-to-sewer projects. Woodard & Curran will also update the funding management guidance template to reflect SRF - and project-specific information, including eligible cost details and how to submit materials to the State Water Resources Control Board. The SRF forms are expected to require a wet signature. Woodard & Curran will hold a project-specific kickoff call with the District to review the project-specific schedule, program requirements, and review an initial data request.

Drafts of progress reports and disbursement requests will be sent to the District for review in accordance with the project-specific schedule. Woodard & Curran will coordinate with the District to address issues identified during preparation of these materials and to respond to feedback from the State Board.

Woodard & Curran will review the construction contractor RFP for the AVENUES Septic-to-Sewer project to verify compliance with SRF requirements, including but not limited to inclusion of prevailing wage requirements.

Prior to contractor selection and until approval of the Final Budget Agreement form (FBA), Woodard & Curran will submit disbursement requests as needed, but not more frequently than quarterly, for eligible non-construction costs associated with the project. Following contractor selection, grant administration activities include preparation of a data request for the FBA; compilation of FBA supporting document, including but not limited to construction RFP and contracting materials and the construction notice to proceed; review of FBA supporting documents to verify compliance with requirements; coordination with the District and its contractors to collect documentation in the required formats; preparation of disbursement requests quarterly; and preparation of quarterly progress reports. Following completion of the AVENUES project, Woodard & Curran will develop a final progress report and invoice to submit to the State Water Resources Control Board.

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Additionally, Woodard & Curran will review the MMRP for the AVENUES project and any additional environmental requirements included in the SRF agreement, and incorporate tracking of these requirements in the Project Compliance Checklist. Woodard & Curran will prepare compliance memo forms for the responsible entity to sign when mitigation measures have been implemented to document compliance with environmental requirements. Woodard & Curran will coordinate with the District and its contractors to sign compliance memos as completed and checking on the status of compliance. Reporting on environmental compliance is required for SRF loan administration.

Woodard & Curran will provide support in the event of an audit, including participation in meetings with the State Board and State auditors, responding to data requests and providing grant administration records and files to the auditors as requested.

Subtask 2.10 Assumptions:

- The construction grant will be executed in Summer 2024, and completed by December 2026.
- Disbursement requests will be submitted to the State Water Resources Control Board quarterly. Should the District prefer to submit more frequently, a fee amendment may be required.

Subtask 2.10 Deliverables:

- Project Kickoff Meeting Agenda and Handouts (Word, Excel, and PDF)
- Project schedule (PDF)
- Project administration guidance document (PDF)
- Project Compliance Checklist
- Invoice Template and Guidance for contractors (PDF)
- Invoice Tracking spreadsheet (Excel)
- Environmental compliance memos
- Quarterly Progress Reports, up to 10
- Quarterly Disbursement Requests, up to 10
- Final Budget Agreement package (FBA form and supporting documents)
- Final invoice and progress report

OPTIONAL Subtask 2.11: DWR 2022 Drought Grant

Subtask 2.11 is optional and would only proceed upon receipt of a written Notice to Proceed from the District. It is expected that Subtask 2.11 will only proceed in the event that the District is successfully awarded a grant from DWR under the 2022 Urban Community Drought Relief Funding (2022 Drought Grant) program. Grant applications are due between October 10, 2022 and January 31, 2023, and awards expected by the end of 2022 or in early 2023, depending on when the application is submitted. This scope assumes that the District will include up to four projects in its 2022 Drought Grant application. It further assumes that the 2022 Drought Grant will be administered similar to the Integrated Regional Water Management grants funded by DWR, with each project preparing separate progress reports and invoices that are then compiled into a single submittal to DWR. This scope assumes that all four projects will be administered by the same team at Woodard & Curran and does not need to be tracked by project for purposes of grant administration.

Woodard & Curran will:

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1. Review the 2022 Drought Grant agreement from DWR and provide comments to the District.
2. Update the Project Compliance Checklist and program schedule developed under Task 1.1 to reflect the requirements of the 2022 Drought Grant and timing of reports and proposed reimbursement requests for the drought projects.
3. Update the funding management guidance template to reflect DWR- and project-specific information, including eligible cost details and how to submit materials to DWR.
4. Hold a project-specific kickoff call with the District to review the project-specific schedule, program requirements, and an initial data request.

Grant administration activities include preparation of a data request for project invoices; coordination with the District and its contractors to collect documentation in the required formats; preparation of reimbursement requests quarterly; and preparation of quarterly progress reports. Woodard & Curran assumes that each project included in the 2022 Drought Grant will need to prepare a progress report and invoice package, which Woodard & Curran will then compile into a submittal package for DWR (i.e., each submittal to DWR will include up to four complete progress reports and four complete invoice packages, one for each of the four projects). Following completion of the included projects, Woodard & Curran will develop a final progress report and invoice to submit to DWR for each project, followed by a grant completion report upon completion of the final project.

Following each project's completion, Woodard & Curran will prepare the annual post-performance reports as required by the agreement for the required three years following project completion, through December 2029. These post-performance reports will be prepared for each of the projects individually.

Drafts of progress reports and disbursement requests will be sent to the District for review in accordance with the project-specific schedule. Woodard & Curran will coordinate with the District to address issues identified during preparation of these materials and to respond to feedback from DWR.

Materials developed for or submitted related to administration of the IRWM grant will be compiled in the project folder and maintained in the event of an audit. All deliverables will be made available to the District on a share point site.

Woodard & Curran will provide support in the event of an audit, including participation in meetings with DWR and State auditors, responding to data requests and providing grant administration records and files to the auditors as requested.

Subtask 2.11 Assumptions:

- The 2022 Drought Grant will close December 2026.
- Up to 4 projects will be included in the District's 2022 Drought Grant Agreement.
- Each project included in the 2022 Drought Grant Agreement will need to prepare its own progress report and invoice package every quarter, which will then be compiled into a single submittal to DWR. Woodard & Curran will prepare each project's individual materials and then compile them together.
- Progress reports and invoices will be submitted to DWR quarterly.

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- Each project will be required to have a project completion report and 3 years of post performance reporting, and that each of these reports will be completed separately for each project.

Subtask 2.11 Deliverables:

- Project Kickoff Meeting Agenda and Handouts (Word, Excel, and PDF)
- Project schedule (PDF)
- Project administration guidance document (PDF)
- Project Compliance Checklist
- Invoice Tracking spreadsheet (Excel)
- Quarterly Progress Reports, up to 16 compiled submittals, with one progress report for each project every quarter
- Quarterly Reimbursement Requests, up to 16 compiled submittals, with one invoice package for each project every quarter
- Final invoice and progress report for each project (up to 4)
- Post-Performance Report, up to 3 for each project (up to 12 total)

Task 3: Audit Support (RFP Task 3.6)

Woodard & Curran will assist the District in the event of a funding program audit for the funding programs identified in this scope of work. Because audits would occur on a project and program basis, Task 3 has been divided into Subtask 3.1 Audit Support for Projects and Subtask 3.2 Audit Support for Optional Tasks.

Subtask 3.1 Audit Support for Projects

As noted in Task 2, Woodard & Curran will maintain a Project Compliance Checklist for each projects administered directly by Woodard & Curran, to assist with tracking compliance and preparing for a potential audit. Documentation for each project, including the compliance checklist, environmental compliance documentation as listed in this scope of work, and other documents required to be maintained per the funding agreements will be kept in the project files on the Woodard & Curran-provided sharepoint during administration, and will be transferred to the District upon grant closeout.

Should a grant audit occur, Woodard & Curran will participate in audit calls with the funding entity and District, provide copies of documentation as requested, and support the District with preparing written responses to audit questions as applicable. This task assumes a total of 24 hours of time for Woodard & Curran to support each audit, up to 11 audits, one for each funding agreement in Subtasks 2.1 through 2.6.

Subtask 3.2: Audit Support for Optional Tasks

Should the Optional Subtask 2.7 and/or 2.8 be authorized by the District, audit support for those projects would be available. In the event that an audit occurs for the projects in Optional Subtask 2.7 or 2.8, Woodard & Curran will participate in audit calls with the funding entity and District, provide copies of documentation as requested, and support the District with preparing written responses to audit questions as applicable. This task assumes a total of 24 hours of time for Woodard & Curran to support each audit, up to 5 audits, one for each funding agreement in the optional Subtasks 2.7 and 2.8.

OPTIONAL Task 4: Grant Amendments (RFP Task 2.8)

Woodard & Curran would request the District authorize Optional Task 4 in the event that a project requires an amendment to its funding agreement that cannot reasonably be addressed as part of the standard grant

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management activities outlined in Task 2. In the event that a given project requires an amendment to their funding agreement, Woodard & Curran will assist the District in preparing an amendment request. Amendment requests are expected to include revised work plans or scopes, revised budgets, and revised schedules. In addition to preparing these revised documents and submitting to the funding agency, Woodard & Curran would participate in calls with funding entities related to the amendment request. This task assumes up to 10 amendments, at an average level of effort of 24 hours per amendment request.

Task 4 Assumptions:

- No more than 10 amendments will be needed.

Task 4 Deliverables:

- Amended scope, budget, and schedule, up to 10 (one for each amendment)

**EXHIBIT B
SCHEDULE OF SERVICES**

SEE EXHIBIT A

**EXHIBIT C
COMPENSATION**

**EXHIBIT D
FUNDING SOURCE REQUIREMENTS**

The Consultant shall comply with the Funding Source Requirements set forth below, and any additional applicable requirements contained in the District grant agreements or loan agreements for these funding sources ("Funding Source Agreements"). Any reference below to "Contractor" shall have the same meaning as "Consultant". Any reference below to "EVMWD" shall have the same meaning as "District". The Funding Source Agreements to be subject to this Agreement are or will be on file with the District, and copies shall be provided to Consultant. The parties shall agree in writing on the list of Funding Source Agreements applicable to this Agreement, which list may be updated from time to time, and all such agreements are incorporated herein by reference.

I. The following federal grant requirement shall apply to the RFP process:

CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

Contractor shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

Affirmative steps shall include:

Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Contractor shall submit evidence of compliance with the foregoing affirmative steps when requested by the District.

II. FEDERAL AND STATE CONTRACT PROVISIONS.

Consultant acknowledges and agrees that this Agreement is subject to the federal requirements, including but not limited to the federal provisions provided below:

1. **Nondiscrimination.** Consultant and its subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; Title VI of the Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the U.S. Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. sections 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations, and Riverside County's non-discrimination policy.
 2. **Equal Employment Opportunity/ FAIR EMPLOYMENT PRACTICES/ FEDERAL PROVISIONS.** During the performance of this Agreement, the Consultant shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Consultant shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- A. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.

B. The Consultant shall comply with the provisions of the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

3. CLEAN AIR ACT. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The Consultant agrees to report each violation to EVMWD and understands and agrees that EVMWD will, in turn, report each violation as required to assure notification to the County of Riverside ("County"), the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. FEDERAL WATER POLLUTION CONTROL ACT

The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

The Consultant agrees to report each violation to the EVMWD and understands and agrees that EVMWD will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. DEBARMENT AND SUSPENSION CLAUSE

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to EVMWD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Consultant certifies, to the best of his or her knowledge, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

7. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. The Consultant agrees to provide the EVMWD, the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Consultant agrees to provide the FEMA Administrator or his or her authorized representatives access to work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the Consultant acknowledge and agrees that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this Agreement.

13. FEDERAL PREVAILING WAGE. Not applicable to this Agreement.

14. CONTRACT WORK HOURS AND SAFETY STANDARDS. Not applicable to this Agreement.

15. Rights to Inventions Made Under a Contract or Agreement— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

16. Rights to Data and Copyrights – Consultant agrees to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

B. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

(1) This clause does not prohibit contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or Consultant, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. Page 10

E. Subcontracts. The Consultant shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

18. Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

Contractor shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ADDITIONAL SRF FUNDING REQUIREMENTS

DBE Compliance

Civil Rights, Nondiscrimination, and Equal Employment Opportunity Authorities

CIVIL RIGHTS OBLIGATIONS. Contractor shall comply with the following federal non-discrimination requirements:

- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
- b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
- c. The Age Discrimination Act of 1975, which prohibits age discrimination.

- d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- e. 40 CFR Part 7, as it relates to the foregoing.

Title VI of the Civil Rights Act of 1964, 42 USC 2000d et seq

Incorporated by reference in introductory language only. No additional language.

Section 504 of the Rehabilitation Act, 29 USC 794, supplemented by EO 11914, 41 FR 17871, April 29, 1976 and 11250, 30 FR 13003, October 13, 1965

Incorporated by reference in introductory language only. No additional language.

Age Discrimination Act, 42 USC 6101 et seq

Incorporated by reference in introductory language only. No additional language.

40 CFR Part 7

Incorporated by reference in introductory language only. No additional language.

Debarment and Suspension, Executive Order 12549, 51 FR 6370, February 21, 1986

Contractor certifies that it is not ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the Project, and that it will not knowingly enter into a contract with anyone who is debarred or suspended. Suspension and debarment information can be accessed at <http://www.sam.gov>. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

The SRF funding agreement, if and when executed, shall be on file at the offices of M1W, and M1W shall make a copy thereof available to Contractor upon request. Contractor shall comply with the SRF requirements contained in this Exhibit "D to ensure eligibility of this Contract for SRF funding. Contractor shall agree to any changes to this Contract required for compliance with the SRF funding agreement.

SRF Environmental Requirements.

In addition to all other environmental requirements applicable to the Project, Contractor shall comply with the following environmental requirements related to the SRF funds:

1. If archaeological features or materials are unearthed during any phase of Project activities, all work in the immediate vicinity of the find shall halt until Recipient has contacted the State and the significance of the resource has been evaluated. Any mitigation measures that may be deemed necessary must have the approval of the State, and shall be implemented, pursuant to the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, 48 CFR 44716, by a qualified archaeologist representing the Recipient prior to the resumption of construction activities.

2. If human remains are exposed by activity related to the Project, the Recipient must comply with California State Health and Safety Code section 7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to California Public Resources Code section 5097.98.

Books and Records.

Contractor shall maintain separate books, records and other material relative to the Project. Contractor shall retain such books, records, and other material for a minimum of thirty-six (36) years after Project completion. Such books, records, and other material shall be subject, at all reasonable times (at a minimum during normal business hours), to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews, at Agency's cost and expense, at rates agreed upon in writing by the Parties prior to Contractor incurring any such expense, during normal business hour of any employees who might reasonably have information related to such records. The provisions of this section shall survive the term of this Contract.

Compliance with State Water Board Policy.

Contractor agrees that, to the extent applicable, it will comply with the State Water Board's "Policy for Implementing the Drinking Water State Revolving Fund" and all other SRF requirements set forth in the Contract Documents. The policy can be found at: www.waterboards.ca.gov/drinking_water/services/funding/documents/srf/dwsrf_policy/dwsrf_policy_final.pdf.

Segregated Facilities (41 CFR 60-1.8)

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

Trafficking

The Contractor, its employees, contractors and subcontractors and their employees may not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this agreement, or use forced labor in the performance of this agreement. The Contractor must include this provision in its contracts and subcontracts under this agreement. the Contractor must inform the state water board immediately of any information regarding a violation of the foregoing. The Contractor understands that failure to comply with this provision may subject the state water board to loss of federal funds. The Contractor agrees to compensate the state water board for

any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The state water board may unilaterally terminate this agreement if the Contractor that is a private entity is determined to have violated the foregoing.



Our Mission...

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

DATE: November 22, 2022

TO: Board of Directors

FROM: General Manager

SUBJECT: ADOPT RESOLUTION TO SUBMIT A GRANT APPLICATION TO THE DEPARTMENT OF WATER RESOURCES FOR THE URBAN COMMUNITY DROUGHT RELIEF PROGRAM

STRATEGIC GOAL

Build Recognized Value
Maintain Financial Strength and Resiliency
Maintain and Upgrade Infrastructure

RECOMMENDATION

The General Manager and staff recommend that the Board of Directors:

1. Adopt a Resolution Designating and Authorizing the General Manager to execute and file an application on behalf of the District for the Urban Community Drought Relief Program

BACKGROUND

The Grants Administration Department issued a Request for Qualifications (RFQ) in September for Grant writing assistance for the following new Department of Water Resources (DWR) funding program that staff has been following.

In June 2022, the California legislature amended the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to allocate an additional \$545 million to DWR to award grants for drought relief. These grants are intended to provide water to communities that face the loss or contamination of their water supplies, to address immediate impacts on human health and safety, to secure the future of California's water supply, and to protect fish and wildlife resources.

The Urban Community Drought Relief Program is one of three Department of Water Resources' (DWR's) Drought Relief Grant Programs that offers financial assistance to address drought impacts.

Funding for the Program was authorized by the Legislature amending the Budget Act of 2021. DWR was allocated \$200 million for Urban Communities, \$75 million for Conservation for Urban Suppliers, and \$75 million for Turf Replacement. The same Budget Act also authorized \$100 million for the Small Community Drought Relief Program.

DWR is combining a portion of the Urban Community, Conservation for Urban Suppliers, and Turf Replacement Funding into a \$300 million program. This is a separate program from the 2021 Urban and Multibenefit Drought Relief Solicitation.

In October 10, 2022, DWR began accepting applications, and 5:00 pm, January 31, 2023 is the final deadline for submittal of applications. Announcement of awards will be done between December 2022 and March 2023.

Eligible Applicants: The grant applicant is the entity submitting the grant application; this entity will also be the primary entity to enter into the grant agreement with DWR. Entities that are eligible to apply under this GL/PSP (or included as a Local Project Sponsor (LPS) in the application) are listed below: • Public agencies • Public utilities • Special districts • Colleges and universities • Mutual water companies • Non-profit organizations • Regional water management groups, as defined in Water Code section 10539 • Federally recognized California Native American Tribes • Non-federally recognized Native American Tribes on the contact list maintained by the Native American Heritage Commission for the purposes of Chapter 905 of the Statutes of 2004

Eligible Project Types: For the purposes of this GL/PSP, “project” means all planning, design, engineering, acquisition of real property interests, construction and related activities undertaken to implement a discrete action to be funded under this Program. Eligible project types include: • Projects that support immediate drought response • Projects that enhance local supply and climate resilience through source watershed improvements, consistent with Water Code section 108.5, that defines source watersheds as infrastructure • Drought resilience planning • Water conservation activities, including but not limited to; education, outreach, direct installation programs, fixture replacement incentives and rebate programs, and other activities that provide reductions in water consumption or improvements to water supply reliability • Turf replacement with drought tolerant landscaping: i.e., replacing turf (traditional grass lawns) with native and drought tolerant plants and/or climate appropriate turf species for functional turf • Hauled water • Installation of temporary or permanent community water tanks • Bottled water • Water vending machines • Emergency water interties • New wells or rehabilitation of existing wells • Construction or installation of permanent connection to adjacent water systems, recycled water projects that provide immediate relief to potable

water supplies, and other projects that support immediate drought response • Fish and wildlife rescue, protection, and relocation

DWR encourages: • Projects providing turf replacement to Underrepresented Communities and Tribes. • Direct Install programs for turf replacement or conservation projects benefitting Underrepresented Communities and Tribes with no cost to the homeowner. • Large scale turf replacement with drought tolerant landscaping (including turf species for functional turf) for schools, community centers, government centers, and other institutions in Underrepresented and Tribal Communities.

EVMWD issued a task order in the amount of \$66,825 for Woodard and Curran to assist in writing this application. The cost share for this funding is 25% and the awards will be on a first come first serve basis. Staff has identified the following projects and will be tentatively requesting the amounts below:

1. Turf Reduction Program - \$729,000
2. Water Conservation Measures- \$160,000
3. Olea Meter Installation Program - \$300,000
4. Horsethief -\$8,000,000 -\$10,000,000
5. Corydon Well Replacement- \$2,000,000-\$3,000,000
6. Lee Lake Wells -\$2,000,000-3,500,000
7. Canyon Lake If it eligible, we will request up to \$20,000,000.

Staff recommends adoption of the attached resolution, authorizing the General Manager to Submit a Grant Application to the Department of Water Resources for the Urban Community Drought Relief Program.

ENVIRONMENTAL WORK STATUS

All CEQA/NEPA requirements would be applicable if funded for the respective project.

FISCAL IMPACT

If successful in award the grant funding will cover up to 75% of costs that the District would have had to spend to complete the projects. At this point we are unsure of the exact amount of grant funds being awarded and final cost share requirements.

Originated by: Serena Johns – Grant Administration

Attachments:

Resolution

RESOLUTION 22-11-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE,
AND EXECUTION FOR THE URBAN COMMUNITY DROUGHT
RELIEF PROGRAM

WHEREAS, Elsinore Valley Municipal Water District (EVMWD) proposes to implement the Urban Community Drought Relief Program (Program);

WHEREAS, the Program includes seven high priority projects to assist EVMWD with reducing potable water use, improving water supply reliability especially in times of drought, increasing water use efficiency, encouraging water conservation, and helping the residents living within the service area respond to the ongoing drought;

WHEREAS, the Program includes the Turf Reduction Program, Water Conservation Measures, Olea Pilot Program, Horsethief Treatment Plant Upgrades and Expansion, Canyon Lake Water Treatment Plant Phase 1 Improvements, Lee Lake Wells-Local Water Resiliency Project, and Corydon Well Replacement projects;

WHEREAS, EVMWD has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, EVMWD intends to apply for grant funding from the California Department of Water Resources for the Program;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of Elsinore Valley Municipal Water District as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80), EVMWD'S General Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.
2. EVMWD's General Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. EVMWD's General Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

PASSED AND ADOPTED at the regular meeting of the Board of Directors of Elsinore Valley Municipal Water District held on November 22, 2022.

Darcy M. Burke, President of the
Board of Directors of the
Elsinore Valley Municipal Water District

ATTEST:

Terese Quintanar, Secretary of the
Board of Directors of the
Elsinore Valley Municipal Water District

**EVMWD Board of Director
Travel Reimbursement Authorization Request**

Control No.: 23-065-90018

Director Name: Darcy Burke Employee No.: 90018
 Event Description: CRWUA Annual Conference
 Purpose/Benefit: Multitude of informative speakers, panel discussions, and other meetings of interest to Colorado River water users. The conference is important for key decision makes from the Colorado River Basin states.
 Location: Las Vegas, NV
 Dates: Dec 14 - 16, 2022 Department: Director

A) REGISTRATION COST
 Event Registration: Colorado River Water Users Association No. of Days: 3
Registration Cost: \$530.00

B) TRAVEL COST

I) ACCOMMODATION Hotel: Caesar's Palace (Host) No. of Nights: 2 Cost/night: \$198.00
Accommodation Cost: \$396.00

II) TRANSPORTATION
 Air Travel Cost: \$170.00 Total Mileage: 86.4 Vehicle: personal
 Baggage Cost: \$0.00
 Ground Transport: \$50.00 (x 0.625): \$54.00
Transportation Cost: \$274.00


III) MEALS IRS Per Diem: Wed \$69, Thu \$36, Fri \$22 **Meal Cost:** \$127.00

IV) MISCELLANEOUS (including parking, internet charges, training materials, etc.) **Misc. Cost:** \$150.00

C) TOTAL COST
 G/L Account No.: 15-110-110 / 51105 Budget Available (Y/N): Y
TOTAL EVENT COST: \$1,477.00

D) BOARD MEMBER ACKNOWLEDGEMENT


I, **Darcy Burke**, acknowledge that I understand that submitting a Travel Request form for approval with total costs falling at or below \$500.00 and subsequently submitting actual costs totaling more than \$500.00 will require Board approval before any unauthorized costs are reimbursed or I may choose to receive only the previously approved amount.

Board Member Signature:  Date: Nov 10, 2022

E) ADVANCES
 Payee: _____ Amount Requested: _____
 Date Needed: _____ Account No.: _____

F) APPROVALS

REQUIRES BOARD APPROVAL: YES NO

Approved	Signature	Date	
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	<u></u>	<u>Nov 10, 2022</u>	GM/AGM APPROVAL
YES <input type="checkbox"/> NO <input type="checkbox"/>	_____	_____	BOARD APPROVAL

2022 CRWUA Conference Information

Registration Fee

Registration is **\$530 if paid by November 20.** (After November 20, registration is \$580.)

Retiree registration is \$280 if paid by November 20. You are considered a retiree only if you are fully retired and paying your own way. If a district, association or organization is paying your registration fee, you are not considered a retiree for this purpose.

Please send your completed Registration Forms and check or credit card authorization to:

❖ **1001 S. Valley View Blvd., MS 760, Las Vegas, NV 89153 or FAX: (702) 822-8530**

***NOTE:** There is no single-day registration. Fee is for one and all events.
Registration fee does not include hotel accommodations.*

Online Registration

Registration is also available on-line by visiting CRWUA's web site at: www.crwua.org
If you are paying by check, you are still encouraged to register on-line and select "check" as your payment option.

Registration Deadline

November 20 is the deadline for early bird registration discount. **November 30 is the deadline for online registration.** After November 30, attendees must register on-site.

Registration Includes

- Entrance to conference sessions
- Wednesday evening President's Reception (beverages and light appetizers)
- Thursday caucus breakfast meeting (full breakfast)
- Thursday lunch (full lunch)
- Thursday evening Percolation and Runoff reception (beverages and light appetizers)
- Friday morning breakfast (beverages and continental breakfast)

Additional Lunch Tickets

Attendees wishing to bring guests to the Thursday lunch, may purchase additional lunch tickets. Cost: \$70.00 per ticket.

Breakfast tickets are not available for purchase. The caucus breakfasts are business meetings. Only conference registrants may attend.

Spouses/Guests

Each paid conference registration allows participants to bring **ONE** guest. **Guests may participate in the Thursday morning spouse/guest breakfast and program and visit the exhibit hall.** There is no charge for these functions, but guests must preregister. Separate paid registration or ticket is required for all other conference activities.

Optional Tours

There will be an optional tour to the Hoover Dam on Wednesday, December 14, for an additional cost. Tour cost is \$50 per person. There is limited space available on the tour. Preregistration is required. The tour may be cancelled based on interest and availability; if the tour is cancelled, refunds will be given.

Cancellation / Refund / Substitution Policy

Please e-mail all cancellation/refund/substitution requests to Mitch Bishop at mitch.bishop@snwa.com by November 30.

Substitution requests after November 30 will be handled on-site.

There is a processing fee of \$75 on registration refunds after November 20. Refunds will be processed after the completion of the conference. **No refunds after November 30.**

Hotel Reservations

- ❖ Room reservations are guaranteed in the Palace Tower at \$139. **November 12 is the deadline for room reservations.**
- ❖ Contact Caesars Palace online at <https://book.passkey.com/go/SCCRW> to reserve your room. You may also call Caesars Palace at 1-866-227-5944 to make a reservation (a processing fee will be charged by Caesars Palace to reservations using the call center). Be sure to mention the **Conference Code of SCCRW2.**

Dates to Remember

November 12

Last day to reserve a hotel room at Caesars Palace and receive the group rate.

November 20

Final day for early bird registration pricing

Final day to request a full refund.

November 30

Last day to request a refund, less \$75 processing fee.

Deadline for online registration. After November 30, you must register on-site.

Questions: Call Mitch Bishop or Stacey Seaman at (702) 258-3939, or e-mail them at mitch.bishop@snwa.com or stacey.seaman@lvwd.com

Elsinore Valley Municipal Water District

Grants/Loans Activity Summary - As Of November 2022

	Funding: Project Name	Future Application	Initiation	Planning/Design	Implementation	Final Stages	Complete	Funding *	Future Pursuits
I	Awarded (Completed)							\$ 25,421,431	\$474,775,970
II	Current Projects							\$ 202,374,675	
III	Pending Funding Agreement							\$ 37,320,937	
IV	Submitted Applications							\$ 76,162,927	
V	Future Pursuits							\$ 133,496,000	
		PHASE							
	TOTALS	12	5	4	6	4	15	\$ 265,117,043.00	\$ 209,658,927.00
I	Awarded (Completed)								
1	SRF: Regional Water Reclamation Facility Upgrade Design - Low interest loan est. 0% 10-year repayment						X	\$ 2,557,346	
	SRF: Regional Water Reclamation Facility Upgrade Design - Grant						X	\$ 500,000	
2	SRF: Regional Water Reclamation Facility SCADA Construction - Low interest loan est. 1.8% 20-year repayment						X	\$ 1,555,777	
	SRF: Regional Water Reclamation Facility SCADA Construction -Grant						X	\$ 1,555,776	
3	CDPH/SWRCB: Safe Drinking Water SRF Prop 1						X	\$ 4,500,000	
4	Wells Fargo/NFWF Environmental Solutions for Communities Grant						X	\$ 38,000	
5	DWR Water-Energy Grant						X	\$ 858,625	
6	BOR: Water Conservation Field Services Program So Call Office (SCAO)						X	\$ 75,000	
7	BOR: WaterSmart: Title XVI Reclamation and Reuse Program Feasibility Studies						X	\$ 150,000	
8	Bay-Delta Restoration Program: CALFED Water Use Efficiency Grants						X	\$ 750,000	
9	BOR: Drought Contingency Planning Grant						X	\$ 115,000	
10	AMI Clean Water State Revolving Fund (SRF) Green Reserves Fund - Low interest loan 1.3% 20-year repayment						X	\$ 2,347,026	
11	AMI Clean Water State Revolving Fund (SRF) Green Reserves Fund						X	\$ 3,453,047	
12	County Water Company Temporary Connection						X	\$ 500,000	
13	BOR: Water Conservation Field Services Program						X	\$ 90,000	
14	BOR: System Optimization Review (SOR)						X	\$ 80,000	
15	SRF: Regional Water Reclamation Facility Expansion - Low interest loan est. 0% 10-year repayment						X	\$ 5,795,834	
	SRF: Regional Water Reclamation Facility Expansion Phase - Green Project Principal Forgiveness						X	\$ 500,000	
	I: TOTAL AWARDED	0	0	0	0	0	15	\$ 25,421,431	\$ -
II	Current Projects								
1	DWR: Groundwater Sustainability Plan						X	\$ 1,000,000	
2	BOR: Palomar Well				X			\$ 300,000	

Elsinore Valley Municipal Water District

Grants/Loans Activity Summary - As Of November 2022

I	Awarded (Completed)									
		\$						25,421,431		
II	Current Projects	\$						202,374,675		
III	Pending Funding Agreement	\$						37,320,937	\$474,775,970	
IV	Submitted Applications	\$						76,162,927		
V	Future Pursuits	\$						133,496,000		
3	SRF: Regional Water Reclamation Facility Upgrades Construction Regional WRF - Low-Interest Loan						X	\$ 42,487,100		
3	SRF: Regional Water Reclamation Facility Upgrades Construction Regional WRF - Green Project Principal Forgiveness						X	\$ 3,500,000		
4	SARCCUP						X	\$ 3,044,580		
5	Title XVI BOR -Regional Expansion Planning/Design						X	\$ 909,936		
6	Regional WRF Expansion Construction						X	\$ 129,860,229		
7	Local Hazard Mitigation Plan						X	\$ 125,000		
8	Rice Canyon Mitigation Efforts						X	\$ 1,897,766		
9	Title XVI BOR- Regional Expansion Construction						X	\$ 9,300,064		
10	Lake Elsinore Aquatic Restoration Feasibility Project				X			\$ 750,000		
11	Hwy 74/Ethanac Sewer Extension- ARPA		X					\$ 8,000,000		
12	Lakeland Village Community Center Sewer Project ARPA- County of Riverside		X					\$ 400,000		
13	Lakeland Village 8" Water Line Extension - Ranspot and Peeler- ARPA		X					\$ 800,000		
	II: TOTAL PENDING FUNDING AGREEMENT		0	3	1	6	4	0	\$ 202,374,675	\$ -
III	Pending Funding Agreement									
1	Diamond Regional Sewer Lift Station and Dual Force Mains Agreement ETA 11/15/2022						X	\$ 36,540,937		
2	Canyon Lake WTP Pilot project invited to apply 11/30/2022						X	\$ 780,000		
	III: TOTAL PENDING FUNDING AGREEMENT		0	0	2	0	0	0	\$ 37,320,937	\$ -
IV	Submitted Applications									
1	Septic to Sewer – Sedco Hills Planning Funding Agreement Target June 2023						X		\$ 1,853,500.00	
2	Septic to Sewer- Avenues Planning Funding Agreement Target date June 2023						X		\$ 1,484,427.00	
3	HHPD Lee Lake Dam Funding Agreement Pending 12/1/2022						X		\$ 812,500.00	
4	Avenues Construction Application General Application Submitted 10/30 Final Submit 5/2023		X						\$ 21,118,500	
4	Sedco Hills Construction General Application Submitted 10/30 Final To Be Submit 5/2023		X						\$ 50,894,000	
	IV: TOTAL SUBMITTED APPLICATIONS		2	2	1	0	0	0	\$ -	\$ 76,162,927.00
V	Future Pursuits									
1	Lee Lake Dam/ and Basin		X						\$ 40,000,000	
2	Canyon Lake Masterplan Upgrades Requesting \$15,000,000 as part of item 8 (DWR application)		X						\$ 30,000,000	
3	HT Canyon Treatment Plant Upgrades Requesting \$8,000,000 as part of item 8 (DWR application)		X						\$ 15,800,000	
4	Water Line Replacement Program		X						\$ 5,000,000	
5	Integration of meters with AMI 3 Phases		X						\$ 600,000	
6	Replace/Rehab Mayhew Well		X						\$ 4,257,000	

Elsinore Valley Municipal Water District

Grants/Loans Activity Summary - As Of November 2022

I	Awarded (Completed)							\$ 25,421,431	\$474,775,970
II	Current Projects							\$ 202,374,675	
III	Pending Funding Agreement							\$ 37,320,937	
IV	Submitted Applications							\$ 76,162,927	
V	Future Pursuits							\$ 133,496,000	
7	Potentially additional ARPA Funding County of Riverside	X							\$ 3,000,000
8	DWR- 7 Total Projects to be submitted by 12/1/2022	X							\$ 29,689,000
9	DWSRF- PFA's/PFOS potential submission by 12/30/2022	X							\$ 5,000,000
10	WCBP 5 Year Update	X							\$ 150,000
V: TOTAL FUTURE PURSUITS		10	0	0	0	0	0	\$ -	\$ 133,496,000.00