



BEDFORD COLDWATER
Groundwater Sustainability Authority

**REGULAR BOARD MEETING
AGENDA**

**February 16, 2023
4:00 PM**

CALL TO ORDER AND ROLL CALL: Directors Casillas, Harich, Ferguson

PUBLIC COMMENT

Any person may address the Board at this time upon any subject not identified on this Agenda, but within the jurisdiction of Bedford Coldwater Groundwater Sustainability Authority; 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.

- I. Consider Adoption of a Resolution Authorizing Continuance of Remote Teleconference Meetings
- II. Consent Calendar
 - A. Approval of Minutes of the Regular Meeting of November 17, 2022
 - B. Financial Statements
 - C. Payment Ratification Report
 - D. Outside Contracts Summary Report
- III. Business Calendar
 - A. Consider Approval of a Professional Services Agreement with Rincon Consultants, Inc. for the Investigation of Groundwater/Surface Water Interactions at Temescal Wash
 - B. Consider Approval of Amendment No. 2 to the Service Agreement with Elsinore Valley Municipal Water District
- IV. Administrator's Update



BEDFORD COLDWATER
Groundwater Sustainability Authority

Meeting Agenda

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- V. Legal Counsel Report
- VI. Comments of the Board
- VII. Adjourn

**In the interest of public health and safety, this meeting will be held telephonically.
Remote public participation is encouraged in one of the following ways:**

For Online Participation:

Go to: www.zoom.us
Select Join a Meeting
Enter Meeting ID: 891 6915 4738
Meeting Password: 92530

For Call-in Only:

Call: (720) 707-2699
Enter Meeting ID: 891 6915 4738
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 Authority'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 Authority's Board, are available for public inspection in the office at
22646 Temescal Canyon Road, Temescal Valley, California 92883

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.



BEDFORD COLDWATER
Groundwater Sustainability Authority

Date: February 16, 2023

To: Board of Directors

From: Deputy Treasurer

SUBJECT: CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE CONTINUANCE OF REMOTE TELECONFERENCE MEETINGS

RECOMMENDATION:

1. Adopt the Resolution Proclaiming a State of Emergency Exists, Ratifying the Proclamation by Governor Gavin Newsom, and Authorizing the Continuance of Remote Teleconference meeting of the Board of Directors of the Bedford-Coldwater Groundwater Sustainability Authority, pursuant to Brown Act Provisions

DISCUSSION:

Prior to the expiration of Executive Order N-29-20 on September 30, 2021, Governor Newsom signed into law Assembly Bill (AB) 361 granting extended additional flexibility to offer teleconferenced virtual public meetings. AB 361 will remain in effect until January 1, 2024. It is necessary for the Authority to adopt the attached resolution in order to proceed with virtual meetings. Additionally, AB 361 added the requirement that, within thirty (30) days after the first teleconference meeting and then every thirty (30) days thereafter, the Board would need to adopt a resolution per meeting, making findings regarding the continuing need to conduct teleconference instead of in-person meetings.

Recently, the Governor announced that the current state of emergency will lift on February 28, 2023. However, a public body may continue meeting under the relaxed teleconference requirements as long as a state of emergency exists or while the body can continue to support findings that state or local officials are recommending social distancing measures for health and safety reasons.

FISCAL IMPACT:

Not applicable.

ENVIRONMENTAL WORK STATUS:

Not applicable.

EXHIBITS/ATTACHMENTS:

Resolution

RESOLUTION NO. 23-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF BEDFORD COLDWATER GROUNDWATER SUSTAINABILITY AUTHORITY PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE MARCH 4, 2020 PROCLAMATION OF A STATE OF EMERGENCY ISSUED BY THE GOVERNOR OF THE STATE OF CALIFORNIA, AND AUTHORIZING THE CONTINUENCE OF REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS PURSUANT TO BROWN ACT PROVISIONS ENACTED BY ASSEMBLY BILL NO. 361

WHEREAS, the Bedford Coldwater Groundwater Sustainability Authority (“BCGSA”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Government Code Sections 54950 – 54963), so that any member of the public may attend, participate, and watch the BCGSA Board conduct their business; and

WHEREAS, the Brown Act, Government Code Section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code Section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code Section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the BCGSA boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions continue to exist in the BCGSA boundaries, specifically, the Governor of the State of California proclaimed a State of Emergency due to the COVID-19 pandemic on March 4, 2020 which proclamation is still in effect, and Riverside County Public Health has recommended facemask protections and social distancing; and

WHEREAS, the legislative body meeting in person would accordingly present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors of BCGSA does hereby find that the Governor's March 4, 2020 Proclamation of a State of Emergency issued due to the COVID-19 pandemic and the resurgence of COVID-19 cases through the Delta variant has caused, and will continue to cause, conditions of peril to the safety of persons within the BCGSA boundaries that are likely to be beyond the control of services, personnel, equipment, and facilities of the BCGSA, and desires to proclaim a local emergency and ratify both the March 4, 2020 Proclamation of a State of Emergency by the Governor of the State of California and Riverside County Public Health's recommendations for facemask protections and social distancing; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the BCGSA shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code Section 54953, as authorized by subdivision (e) of Government Code Section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Section 54953; and

WHEREAS, all meetings of the BCGSA will be accessible to the public for participation, and notice of the means by which members of the public may access such meetings virtually and offer public comment will be provided.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF BCGSA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency exists throughout the area of the BCGSA due to the COVID-19 pandemic, and that meeting in person would accordingly present imminent risks to the health and safety of attendees.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The General Manager is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 16th day of February 2023.

Jacque Casillas, Chairperson of the
Board of Directors of the
Bedford-Coldwater Groundwater
Sustainability Authority

ATTEST:

_____, Secretary to the
Board of Directors of the
Bedford-Coldwater Groundwater
Sustainability Authority

STATE OF CALIFORNIA)
) ss:
COUNTY OF RIVERSIDE)

I, _____, Secretary of the Board of Directors of the Bedford-Coldwater Groundwater Sustainability Authority, do hereby certify that the foregoing Resolution No. 23-01, was duly adopted by said Board at its Regular Board Meeting held on February 16, 2023, and that it was so adopted by the following roll call vote:

AYES:	Casillas, Ferguson, Harich
NOES:	None
ABSENT:	None
ABSTAIN:	None

_____, Secretary to the
Board of Directors of the
Bedford-Coldwater Groundwater
Sustainability Authority



BEDFORD COLDWATER
Groundwater Sustainability Authority

Date: February 16, 2023

To: Board of Directors

From: Deputy Treasurer

**SUBJECT: APPROVAL OF MINUTES OF THE REGULAR MEETING OF
NOVEMBER 17, 2022**

RECOMMENDATION:

1. Approve the Minutes of the Bedford-Coldwater Groundwater Sustainability Authority Regular Meeting of November 17, 2022.

DISCUSSION:

Draft meeting minutes are presented for consideration of approval.

FISCAL IMPACT:

Not applicable.

ENVIRONMENTAL WORK STATUS:

Not applicable.

EXHIBITS/ATTACHMENTS:

Draft Meeting Minutes

**MINUTES OF THE
REGULAR MEETING OF THE
BEDFORD COLDWATER
GROUNDWATER SUSTAINABILITY AUTHORITY**

November 17, 2022

Board Present

David Harich, TVWD
Jacque Casillas, City of Corona
Phil Williams, EVMWD

Staff Present

Greg Thomas, EVMWD
Ganesh Krishnamurthy
Jeff Pape, TVWD
Steven O'Neill, Aleshire & Wynder, LLP
Margie Armstrong, EVMWD
Christy Gonzalez, EVMWD
Susie Evans, EVMWD
Terese Quintanar, EVMWD
Parag Kalaria, EVMWD
Kelly Shugart, Stantec
Michael Cruikshank, Water Systems Consulting
Ian Castillo, Water Systems Consulting
Katie Hockett, City of Corona

CALL TO ORDER AND ROLL CALL

The meeting of the Bedford-Coldwater Groundwater Sustainability Authority was held via teleconference allowed under the waivers of the Brown Act in response to the COVID19 epidemic. Participants joined by accessing information posted on the meeting Agenda, posted at least 72 hours prior to the meeting start time. The meeting was called to order by Chairperson Casillas at 4:00 p.m.

PUBLIC COMMENT– There were none. Opportunity for public comment was provided to attendees for the entire duration of the meeting.

I. BUSINESS CALENDAR

**A. CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING
CONTINUANCE OF REMOTE TELECONFERENCE MEETINGS
(Resolution No. 22-04)**

Chairperson Casillas explained that this is a reoccurring resolution to be acted upon as long as the Governor's Emergency Order is effective, and it allows the Board to continue to meet remotely, in compliance with the Brown Act. Although AB 361 calls for

the Resolution to be adopted every 30 days, because the BCGSA meets approximately every 90 days, it is advised that the resolution be placed as the first matter of business on each agenda.

ACTION: Vice Chairman Harich made a motion, Director Williams seconded, and the motion carried unanimously to Adopt Resolution No. 22-04.

2. **CONSENT CALENDAR**

- A. **Approval of Minutes of the August 18, 2022 Regular Meeting**
- B. **Financial Statement**
- C. **Ratification of Demands**
- D. **Outside Contract Summary Report**

ACTION: Director Williams made a motion, Vice Chairman Harich seconded, and the motion carried unanimously to approve the Consent Calendar.

3. **Administrator's Update**

Mr. Cruikshank provided highlights on information provided in the meeting packet in the form of the Grant Progress Report. The well drilling application procedure, developed in response to Governor Newsom's Order N-7-22 was finalized. The Order requires GSAs to provide input. We've received an application from GOCO Hospitality, which is being reviewed by Todd Groundwater. The annual groundwater sampling event took place, testing of the 8 wells identified in the GSP, including the two monitoring wells installed last year. This is the first annual test of the wells and results should be received within two weeks. A request for Proposal (RFP) released on November 9, 2022, for the Investigation of Groundwater/Surface Water Interactions at Temescal Wash. Results of that RFP will be presented to the Board at the next meeting.

Vice Chairman Harich requested a copy of the written procedure.

4. **Legal Counsel Report**

Mr. O'Neill reported that, he has worked on several items with Ms. Armstrong related to groundwater sampling, Goliath Graphics Contract, and a response letter to accompany the audit report to relay that the GSA does not have any outstanding exposure to claims.

Regarding the Brown Act, prior to the pandemic requirements for telephonic or remote meeting attendance were adhered to. This meant that meeting notices included the location where the remote director is, are accessible to the public at that location, and at least a quorum has to participate within the boundaries of the agency. The March 2020 Executive Order relaxed those requirements, and in September 2021 AB361 was enacted, for the proclaimed state of emergency. In order for AB361 to be utilized, local

and health officials need to recommend social distancing. Governor Newsom announced that he will be lifting the state of emergency in February 2023. In September 2022, AB 2449 was passed and removed some requirements of the original Brown Act, no longer requiring the posting of agendas at remote locations and not requiring remote access locations to be identified on the agenda. Also, remote locations would not need to be accessible to the public. However, other specific requirements of AB2449 are cumbersome. One is that a quorum of the body has to be within the boundaries of the agency, in one location identified on the agenda. A member who wishes to participate remotely has to show just cause prior to the meeting through advance notification. Emergency reasons need to be specific and there are limits to the number of times a member can use this option. There are also technical requirements the agency must provide, such as a two-way audio-visual platform to allow the public to participate. He concluded by sharing that many agencies are discussing utilizing the requirements of the Brown Act and foregoing the utilization of AB 2449. He offered to share guidelines with the Board and staff. Chairperson Casillas expressed looking forward to meeting again in person once the state of emergency sunsets.

5. Comments of the Board

Chairperson Casillas thanked Ms. Armstrong for her hard work, dedication and for leading the way for the Authority. She expressed her gratitude, and that Ms. Armstrong would be sorely missed. Ms. Armstrong relayed that she is looking forward to getting to some personal goals and projects and plans to stay busy with non-work-related projects.

6. Adjourn

There being no further business, the November 17, 2022, Regular meeting of the Bedford-Coldwater Groundwater Sustainability Authority was adjourned at 4:21 p.m. The next meeting will be held virtually, and the Board will plan to meet in person next May.

ATTEST:

APPROVED:

_____, Secretary

Jacque Casillas, Chairperson

Date: _____

Date: _____

Bedford Coldwater Groundwater Sustainability Authority
STATEMENT OF NET POSITION (Unaudited)
As of December 31, 2022

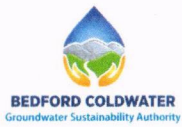
ASSETS	<u>FY 2023</u>	<u>FY 2022</u>
<u>Current Assets:</u>		
Cash and Cash Equivalents	\$ 173,049	\$ 118,751
Investments	500,589	374,315
Accounts Receivable		-
Interest Receivable		-
Capital Assets	<u>493,444</u>	<u>493,444</u>
Total Assets	<u><u>\$ 1,167,082</u></u>	<u><u>\$ 986,511</u></u>
 <u>LIABILITIES & NET POSITION</u>		
<u>Current Liabilities:</u>		
Accounts Payable	6,693	1,000
Member Deposits	<u>1,014,159</u>	<u>779,136</u>
Total Liabilities	1,020,852	780,136
 <u>Net Position:</u>		
Restricted for:		
Operating Reserve	12,230	31,000
Non-Operating Reserve	<u>134,000</u>	<u>175,375</u>
Total Net Position	146,230	206,375
Total Liabilities & Net Position	<u><u>\$ 1,167,082</u></u>	<u><u>\$ 986,511</u></u>

Bedford Coldwater Groundwater Sustainability Authority
STATEMENT OF REVENUES & EXPENDITURES (Unaudited)
As of December 31, 2022

REVENUE	FY 2023 Actual	FY 2023 Budget	% of Budget
Member Contributions Carry over - PY	\$ 493,067	\$ 275,000	179
Grant Reimbursement	269,796	570,000	47
Other Revenue	5,500	-	0
Interest Income	1,598	5,000	32
TOTAL REVENUE	769,960	850,000	91
<u>JPA ADMINISTRATION EXPENSES</u>			
JPA Oversight/Management	6,000	12,000	50
Consulting expenses	17,209	20,000	86
Legal Expenses	5,120	5,000	102
ACWA Dues	4,435	3,575	124
Insurance Premium	1,508	2,300	66
Website Domain & Maintenance	400	3,000	13
Bank Fees	658	1,500	44
Auditing Services	1,545	1,545	100
TOTAL JPA ADMINISTRATION EXPENSES	36,875	48,920	75
<u>GSP EXPENSES</u>			
<u>GSP Projects</u>			
Groundwater/Surface Water Interaction	8,266	325,000	3
Private Wells Survey	8,133	60,000	14
Effects of Aggregate Pits Evaluation	1,301	50,000	3
<u>Management Actions</u>			
Annual GSP Report	3,716	60,000	6
All Other Management Actions	17,619	41,000	43
Well Drilling Applications	9,494	-	0
GSP EXPENSES	48,530	536,000	9
TOTAL EXPENSES	85,405	584,920	15
<u>Transfers</u>			
Transfer to/(from) Reserves	(60,145)	(60,145)	0
MEMBER CONTRIBUTION AVAILABLE	\$ 744,700	\$ 325,225	

Bedford Coldwater Groundwater Sustainability Authority
CASH RESERVE REPORT
As of December 31, 2022

<u>OPERATING RESERVE</u>	
Operating Budget (FY 2023)	48,920
Operating Reserve	<u>25%</u>
Non-operating Reserve	12,230
<u>NON-OPERATING RESERVE</u>	
Non-Operating Budget (FY 2023)	536,000
Non-Operating Reserve Target	<u>25%</u>
TOTAL NON-OPERATING RESERVE BALANCE	134,000
TOTAL RESERVE BALANCE	<u><u>\$ 146,230</u></u>



Print Date: 02/06/2023

Payment Ratification Report

Cash Disbursements for 11/01/2022 through 01/31/2023

Check or Reference #	Payment Date	Paid to Vendor	Payment Description	Pmt Type	Payment Amount
309	11/03/2022	ALESHIRE & WYNDER, LLP	LEGAL SERVICES SEPT 2022	CHECK	500.00
310	11/10/2022	ACWA ASSOC OF CA WATER AGENCY	BCGSA 2023 ANNUAL AGENCY DUES	CHECK	4,435.00
311	11/17/2022	ELSINORE VALLEY MWD	ADMINISTRATIVE FEE OCT 2022	CHECK	1,000.00
312	11/17/2022	TODD GROUNDWATER	BEFORD COLDWATER GSP SEPT 2022	CHECK	631.25
313	12/01/2022	WATER SYSTEMS CONSULTING, INC.	BCGSA ADMINISTRATOR OCT 2022	CHECK	7,077.50
314	12/15/2022	ACWA JOINT POWERS INS AUTH	AUTO AND GENERAL LIABLITY PROGRAM 10/2022-10/2023	CHECK	1,508.00
315	12/15/2022	ALESHIRE & WYNDER, LLP	LEGAL SERVICES NOV 2022	CHECK	275.00
316	12/15/2022	ELSINORE VALLEY MWD	ADMINISTRATIVE FEE NOV 2022	CHECK	1,000.00
317	12/15/2022	TODD GROUNDWATER	BEDFORD COLDWATER GSP OCT 2022	CHECK	1,381.25
318	12/22/2022	WATER SYSTEMS CONSULTING, INC.	BEDFORD COLDWATER GSP NOV 2022	CHECK	17,781.73
319	01/19/2023	BABCOCK LABORATORIES INC	LAB TESTING NOV 2022	CHECK	4,148.00
320	01/19/2023	ELSINORE VALLEY MWD	ADMINISTRATIVE FEE DEC 2022	CHECK	1,000.00
321	01/19/2023	ROGERS, ANDERSON, MALODY & SCO	FINANCIAL AND SINGLE AUDIT SERVICES NOV 2022	CHECK	1,545.00
WIRE TRANSFERS					
2459941101204	12/28/2022	BCGSA CHECKING	LAIF TRANSFER TO BOFA	WIRE	100,000.00

Current Payments Issued: \$142,282.73

Reviewed By: 

Date: 2/6/2023

Outside Contracts Summary Report

As of January 30, 2023



Consultant Name	Start Date	End Date	Project Description	Total Contract Amount	Paid To Date	Contract Balance	Balance Remaining
Water Systems Consulting	05/19/22	06/20/27	GSP Administrator	200,000.00	54,704.23	145,295.77	73%
Todd Groundwater	06/01/19	06/30/26	GSP Preparation & 5 Annual Updates	827,175.00	643,157.50	184,017.50	22%
Todd Groundwater	09/15/22	06/30/26	Well Drilling Application Evaluation	30,000.00	1,381.25	28,618.75	95%
Babcock Laboratories	11/02/22	02/28/25	Groundwater Sampling & Analysis	12,700.00	4,148.00	8,552.00	67%



BEDFORD COLDWATER
Groundwater Sustainability Authority

Date: February 16, 2023

To: Board of Directors

From: Deputy Treasurer

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH RINCON CONSULTANTS, INC. FOR THE INVESTIGATION OF GROUNDWATER SURFACE WATER INTERACTIONS AT TEMESCAL WASH

RECOMMENDATION:

1. Approve a Professional Services Agreement (PSA) with Rincon Consultants, Inc. for the Investigation of Groundwater/Surface water Interactions at Temescal Wash with Rincon Consultants Inc. in the amount of \$152,434; and
2. Authorize the Deputy Treasurer to execute the appropriate documents on behalf of the Authority.

DISCUSSION:

The Sustainable Groundwater Management Act (SGMA), effective January 1, 2015, was enacted in California to regulate and sustainably manage groundwater basins throughout the state. SGMA provides a framework to guide local public agencies and newly created Groundwater Sustainability Agencies (GSAs) in the management of their underlying groundwater basins, especially those considered critically affected as defined by the Department of Water Resources (DWR). The Bedford-Coldwater Groundwater Sustainability Authority (BCGSA) prepared a Groundwater Sustainability Plan (GSP) to maintain long-term groundwater sustainability in the Bedford-Coldwater Groundwater Subbasin

The Bedford-Coldwater GSP was prepared from June 2018 through December 2021 with active outreach and public participation throughout the process. The GSP was adopted by BCGSA on December 18, 2021 and was submitted to the California Department of Water Resources (DWR) in January 2022. The 2022 GSP provides the basic information, analytical tools, and projects and management actions for continued groundwater

management, guided by SGMA and by locally defined sustainability goals, objectives, and metrics.

There are number of components that are required in the Groundwater Sustainability Plan (GSP) implementation, including monitoring of groundwater levels, groundwater extractions, total water (import, surface water, and groundwater) use, change in groundwater storage, groundwater quality, subsidence, and changes in surface flow resulting from groundwater extraction in the basin. This investigation corresponds directly to Project 1 – Investigate Groundwater/Surface Water Interaction at Temescal Wash, listed in Chapter 8, Projects and Management Actions, in the GSP.

The purpose of this study is to reduce uncertainty regarding the riparian habitat and ultimately to improve the GSP’s management threshold and protect groundwater-dependent ecosystems. This project will be initiated in two phases: an initial feasibility study and permitting review, and a second phase of installation of monitoring facilities and on-going vegetation and shallow groundwater monitoring. An outcome of the project’s initial phase is identifying appropriate locations and associated permitting requirements for monitoring wells, drive points, or piezometers along Temescal Wash. The work will result in recommendations for future riparian monitoring protocols and permitting requirements for the installation of piezometers or drive points close to the wash itself. The second phase of the project is dependent on the result of the initial phase and will be contracted separately.

On November 9, 2022, BCGSA solicited proposals for the investigation of groundwater/surface water interactions at Temescal Wash. Two proposals were received on December 9, 2022. A review panel was established to evaluate the proposals. Based on firm qualifications, experience, and project understanding, the panel concluded that Rincon Consultants, Inc. is the most qualified consultant. The evaluation scores are as follows:

Proposal Evaluation Criteria	Cost Evaluation	Overall Quality of Proposal	Relevant Qualifications/ Experience	Scope of Work and Schedule	Understanding of Project and Project Approach	Total Score
Weight	10%	10%	25%	25%	30%	100%
Rincon	8.3	8.7	22.5	23.3	28.0	90.8
LWA	6.5	8.1	22.7	20.4	25.5	83.2

After careful review, staff recommends award of a Professional Services Agreement with Rincon, Inc. in the amount of \$153.434. The PSA includes the Optional Task 8 – Develop Refined Topographic Data and Optional Task 11 – Monitoring Designs and Bid Packages.

FISCAL IMPACT:

This item has been incorporated in the FY 2022-23 and FY 2023-24 Budget.

ENVIRONMENTAL WORK STATUS:

Not applicable.

EXHIBITS/ATTACHMENTS:

Professional Services Agreement

**BEDFORD COLDWATER GROUNDWATER SUSTAINABILITY AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This agreement (“Agreement”) is made and entered into this 16th day of February 2023 by and between the Bedford Coldwater Groundwater Sustainability Authority, a Joint Powers Authority with its principal place of business at 31315 Chaney St., Lake Elsinore, CA 92531 (“JPA”) and Rincon Consultants, Inc. a Corporation with its principal place of business at 8180 North Ashwood Avenue, Ventura, CA 93003 (“Consultant”). JPA 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 JPA on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in performing hydrogeological and associated services to public clients and is licensed in the State of California.

3. TERMS.

3.1 Scope and Schedule of Services.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the JPA all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the professional consulting services necessary for the Investigation of Groundwater/Surface Water Interactions at Temescal Wash (“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 February 17, 2023, to September 30, 2023, 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 Scope of Services set forth in Exhibit “A”. 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, JPA shall respond to Consultant’s submittals in a timely manner. Upon request of JPA, 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 fees set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed One hundred fifty-three Thousand four hundred thirty four Dollars (\$153,434) without written approval by JPA. Extra Work may be authorized, as described below.

3.2.2 Payment. Consultant shall submit to JPA a monthly itemized statement which indicates work completed and Services rendered by Consultant. The statement shall describe the Services and direct expenses provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. JPA 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 JPA.

3.2.4 Extra Work. At any time during the term of this Agreement, JPA may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by JPA 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 the JPA.

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. JPA 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 JPA 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 JPA, 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 JPA 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 JPA, 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 JPA.

3.3.4 Substitution of Key Personnel. Consultant has represented to JPA 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 JPA. In the event that JPA and Consultant cannot agree as to the substitution of key personnel, JPA 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 JPA, or who are determined by the JPA 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 JPA. The key personnel for performance of this Agreement are Jennifer Jacobus, Kiernan Brtalik, and Emily McCord.

3.3.5 Coordination of Services. Consultant agrees to work closely with JPA staff in the performance of Services and shall be available to JPA'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 JPA, 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 JPA 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 JPA'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 JPA, 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 JPA 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 JPA (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 JPA 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 JPA's Representative. The JPA hereby designates its Deputy Treasurer, or his or her designee, to act as its representative for the performance of this Agreement ("JPA's Representative"). Consultant shall not accept direction or orders from any person other than the JPA's Representative or his or her designee.

3.4.2 Consultant's Representative. Consultant hereby designates Jennifer Jacobus, or his 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 immediately indemnify and hold the JPA, its directors, 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 alleged acts, errors or omissions 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 consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant shall immediately defend, with Counsel of JPA's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind that may be brought or instituted against JPA or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against JPA or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse JPA for the cost of any settlement paid by JPA or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for JPA's attorneys' fees and costs, including expert witness fees. Consultant shall reimburse JPA and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to defend and indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the JPA, its directors, officials, officers, employees, agents, or volunteers.

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 JPA 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 JPA that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the JPA 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 JPA, 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 JPA, 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 JPA, 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 JPA, 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 JPA, 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 JPA, 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.

(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 JPA, 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 JPA (if agreed to in a written contract or agreement) before the JPA'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 JPA, 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 JPA, 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 JPA; 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 JPA 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 JPA, 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 JPA, 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 JPA. Consultant shall guarantee that, at the option of the JPA, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the JPA, 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 JPA.

3.6.4 Verification of Coverage. Consultant shall furnish the JPA with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the JPA. 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 JPA if requested. All certificates and endorsements must be received and approved by the JPA before work commences. The JPA 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 JPA, 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. JPA 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 JPA, 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, JPA 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, JPA 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 JPA 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 JPA, and shall not be used in whole or in substantial part by Consultant on other projects without the JPA's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to JPA reproducible copies of all Documents & Data, in a form and amount required by JPA. JPA 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 JPA 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 JPA upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to JPA 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 JPA 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 JPA and provide JPA with the opportunity to obtain the documents.

3.8.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that JPA 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 JPA.

3.8.3 Right to Use. JPA 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 JPA's sole risk. If JPA 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 JPA 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 JPA, 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 JPA 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 JPA, 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 JPA'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 JPA.

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 JPA. 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:

JPA:

Bedford Coldwater Groundwater
Sustainability Authority
31315 Chaney St
Lake Elsinore, CA 92531
Attn: Deputy Treasurer

CONSULTANT:

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attn: Jennifer Jacobus

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 JPA'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 JPA's Right to Employ Other Consultants. JPA reserves the 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 JPA. 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 JPA 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 JPA's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, JPA shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of JPA, during the term of his or her service with JPA, 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 JPA. 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 JPA.

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 Electronic 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 PAGES

**SIGNATURE PAGE TO THE
PROFESSIONAL SERVICES AGREEMENT FOR
GSP ADMINISTRATOR SERVICES**

BEDFORD-COLDWATER SUSTAINABILITY AUTHORITY

By: _____
Margie Armstrong, Deputy Treasurer

Dated: _____

Approved as to form:



Steve O'Neill, General Counsel

RINCON CONSULTANTS, INC.

By:  _____
(Authorized Representative of Vendor)

Printed Name: Jennifer Haddow

Title: Vice President

Dated: 01/23/2023

EXHIBIT A SCOPE OF SERVICES

The following table presents the Rincon team's cost estimate to complete the proposed project based on 2023 fee schedules. The cost for Optional Tasks 8 through 11 are not included in the project total and can be added to the project budget as desired and authorized by the Authority.

Tasks	Labor Cost	Direct Expense	Hours
Task 1 Project Management and Communication			
Contract kickoff coordination (internal and with Authority)	\$5,392	\$0	22
Client meetings	\$7,506	\$0	30
Presentation development and delivery	\$6,834	\$0	32
General project management	\$4,678	\$0	22
Task Subtotal	\$24,410	\$0	106
Task 2 Background Information Review, Site Reconnaissance, and Aerial Imagery			
Literature and data review	\$10,292	\$0	48
Health and Safety Plan	\$1,312	\$0	8
Site reconnaissance: riparian, aquatic, hydrogeology	\$9,322	\$1,145	42
Aerial imagery data collection/survey	\$6,040	\$986	40
Task Subtotal	\$26,966	\$2,131	138
Task 3 Detailed Desktop Analysis			
Analyze background, reconnaissance, and UAV data	\$3,630	\$0	18
Historic aerial imagery analysis	\$3,256	\$0	16
Task Subtotal	\$6,886	\$0	34
Task 4 Detailed Vegetation Survey			
Survey workplan development	\$3,248	\$0	16
Field Mapping and desktop refinement of vegetation communities	\$18,340	\$690	102
Task Subtotal	\$21,588	\$690	118
Task 5 Monitoring Well/Piezometer Design			
Identify locations for 5 piezometers	\$4,254	\$0	16
Task Subtotal	\$4,254	\$0	16
Task 6 Environmental Planning and Permitting			
Constraints analysis and documentation for CEQA, AB 52, agency permitting, and land ownership information for well installation and monitoring locations	\$10,068	\$115	56
Task Subtotal	\$10,068	\$115	56
Task 7 Monitoring Plan			
Draft monitoring plan	\$12,236	\$0	64
Draft updates	\$1,800	\$0	9
Final monitoring plan	\$4,302	\$0	22
Final updates	\$1,798	\$0	9
Task Subtotal	\$20,136	\$0	104

Bedford-Coldwater Groundwater Sustainability Authority
 Proposal for Investigation of Groundwater/Surface Water Interactions at Temescal Wash

Tasks	Labor Cost	Direct Expense	Hours
Optional Tasks – not included in total project budget			
Task 8 Optional Task - Develop Refined Topography Data			
Detailed topography via LiDAR by UAV	\$1,440	\$26,450	8
Task Subtotal	\$1,440	\$26,450	8
Task 9 Optional Task - Update Model Simulations of Groundwater Levels and Surface Water Depletions <u>NOT INCLUDED IN SCOPE</u>			
Model updates to inform detailed DTW map and surface water depletions	\$15,558	\$0	74
Model-based scenario evaluation of varying hydrologic conditions, wastewater discharge reductions, pumping reductions/augmentations, etc.	\$15,652	\$0	68
Screen potential GDEs and update GDE map for GSP	\$8,224	\$0	44
Task Subtotal	\$39,434	\$0	186
Task 10 Optional Task - Funding Support <u>NOT INCLUDED IN SCOPE</u>			
Funding analysis, tracking, applications, etc. - create a retainer budget to understand funding goals/needs and to track opportunities (grant application scope/costs developed as needed)	\$8,172	\$0	36
Task Subtotal	\$8,172	\$0	36
Task 11 Optional Task - Groundwater Monitoring Well Designs and Bid Package			
Monitoring designs/bid packages	\$8,300	\$0	42
Task Subtotal	\$8,300	\$0	42
Core Tasks Total	\$114,308	\$2,936	572

**EXHIBIT B
FEE SCHEDULE**

Task #	Description	Fee
1	Project Management	\$24,410
2	Background Info Review & Site Reconnaissance	29,097
3	Desktop Analysis	6,886
4	Vegetation Survey	22,278
5	Proposed MW locations & design	4,254
6	Environmental Planning	10,183
7	Monitoring Plan	20,136
Sub-Total - Core Tasks		<u>\$117,244</u>
 <u>Optional</u>		
8	Develop Refined Topography Data	\$27,890
	Update Model Simulations of Groundwater Levels & Surface	
9	Wtr Depletions	N/A
10	Funding Support (Grants)	N/A
11	MW Designs & Bid Package	\$8,300
Sub-Total - Optional Tasks		<u>\$36,190</u>
 Total		 <u><u>\$153,434</u></u>



BEDFORD COLDWATER
Groundwater Sustainability Authority

Date: February 16, 2023

To: Board of Directors

From: Deputy Treasurer

**SUBJECT: APPROVAL OF AMENDMENT NO. 2 TO THE SERVICE AGREEMENT
WITH ELSINORE VALLEY MUNICIPAL WATER DISTRICT**

RECOMMENDATION:

1. Approve Amendment No. 2 to Service Agreement with Elsinore Valley Municipal Water District for Joint Powers Authority (JPA) administration services.

DISCUSSION:

On October 1, 2017, the Board approved a Services Agreement with Elsinore Valley Municipal Water District (EVMWD) for services related to the administration of the JPA.

The first amendment to the Services Agreement was approved by the Board on May 16, 2019, for clarification of insurance information.

The scope of work contained in the original agreement includes administrative and financial services. Administrative services include tasks associated with Board meetings, public records request, and records management. Financial services include tasks such as financial statement preparation, reconciliations, and audits. At that time, it was envisioned that all other tasks will be done by the consulting Groundwater Sustainability Plan (GSP) Administrator.

Over time, it became apparent that coordination with and oversight of the GSP administrator, as well as other consultants, is necessary. Additionally, EVMWD negotiates and administers all JPA contracts. Due to the added scope of services, EVMWD has proposed an increase in the monthly service fee to cover their cost of providing these services, to be implemented over two years. The first increase of \$1,000 per month is proposed to be effective January 2023, with a second increase of \$1,000 per month effective in January 2024.

The amendment also proposes to a five-year extension, with subsequent automatic five year extensions that can be terminated by either party with a 180 days' written notice.

Staff recommends that the Board approve Amendment No. 2 to the Services Agreement with Elsinore Valley Municipal Water District for JPA administration services.

FISCAL IMPACT:

This amendment increases the JPA administration cost by \$6,000 in FY 2022-23 and \$12,000 in FY 2023-24. There are sufficient reserves available to cover the initial increase. The additional increase has been incorporated in the FY 2023-24 Budget.

ENVIRONMENTAL WORK STATUS:

Not Applicable

EXHIBITS/ATTACHMENTS:

Amendment No. 2 to the Services Agreement

**AMENDMENT NO. 2
TO SERVICE AGREEMENT BETWEEN THE BEDFORD-
COLDWATER GROUNDWATER SUSTAINABILITY AUTHORITY AND ELSINORE VALLEY
MUNICIPAL WATER DISTRICT**

This Amendment No. 2 to the Service Agreement between the Bedford-Coldwater Groundwater Sustainability Authority and Elsinore Valley Municipal Water District is entered into as of February 16, 2023 by and between the Bedford Coldwater Groundwater Sustainability Authority, a Joint Powers Authority ("BCGSA") and Elsinore Valley Municipal Water District, a municipal water district ("EVMWD"). Authority and EVMWD which may be referred to herein as the "Party" or, collectively, the "Parties", agree as follows:

SECTION 1 – PURPOSE

BCGSA and EVMWD have entered into an agreement dated October 1, 2017, for the purpose of providing Administrative, Financial Support and Other Services for BCGSA (the "Master Agreement"). The Parties have entered into Amendment No. 1 on May 16, 2019, for the purpose of clarifying the agency maintaining insurance information.

The Parties now desire to amend the Master Agreement to add to the scope of work, increase compensation, and extend the terms of service.

SECTION 2 - AMENDMENT TO SCOPE OF SERVICES

Section 1 of the Master Agreement is amended to include the following services: Consultant, contract, and GSP administrator management for GSP related activities.

Exhibit A referenced in Section 1, Scope of Services, are hereby amended accordingly.

SECTION 3 – COMPENSATION

Section 3.b "Monthly Service Fee" of the Master Agreement is hereby amended to read as follows:

"Subject to the limitations in Section 3.c below, the Authority shall pay EVMWD a monthly service fee to compensate EVMWD for the performance of its obligations as set

forth in sections 1 and 2 above. This Monthly Service Fee shall be equal to \$2,000 effective January 1, 2023, and \$3,000 effective January 1, 2024, through the end of the first five (5) year extension.”

SECTION 4 - TERM

The term of the Master Agreement, as defined in Section 4a, shall be extended by five (5) years through September 30, 2027. Thereafter, the term will be automatically extended in five (5) year intervals, unless terminated in writing with 180 days prior written notice by either party.

SECTION 5 - EFFECT OF AMENDMENT

Except as expressly amended, supplemented, and modified herein, nothing in this Amendment in any way alters or amends the restrictions, rights, or obligations under the Original Agreement that are not expressly amended herein, and all other provisions in the Original Agreement are hereby ratified, confirmed, and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the latest signature below.


APPROVED:

Bedford Coldwater Groundwater Sustainability Authority

By: _____
Margie Armstrong, Deputy Treasurer


Date _____

APPROVED AS TO FORM:

By:  _____
Aleshire & Wynder, LLP
District Counsel

Date 2.7.23

Elsinore Valley Municipal Water District

By:  _____
Greg Thomas, General Manager

Date Feb 8, 2023

EXHIBIT A

Scope of Services

WESA shall the following services to support for the Authority and its Board of Directors:

1. Administration. All tasks associated with Board meeting preparation and compliance, and document management, including:
 - a. Preparation, compilation, and distribution of agendas and meeting packets in accordance with the Brown Act.
 - b. Preparation of meeting minutes
 - c. Maintaining records of Authority actions (i.e., agendas, backup materials, resolutions, minute orders, required filings and agreements)
 - d. Records Management and Retention of Authority documents in compliance with the Authority's document retention policy
 - e. Statement of Economic Interests (Form 700) Filing Compliance, and update of the Conflict-of-Interest Code
 - f. Respond to Public Records Requests
 - g. Assist with Authority Correspondence

2. Financial. All tasks required to conduct financial activities of the Authority. WESA will coordinate with the Authority's Deputy Treasurer to assist the Treasurer of the Authority in performing the following tasks:
 - a. Payment of Vendor invoices
 - b. Billing and collection of Authority invoices
 - c. Bank Reconciliation
 - d. Account Reconciliation
 - e. Month End period closing and reporting

- f. Financial Reporting
 - g. Oversee annual audit
 - h. Maintenance of all financial related documents
3. Contract and consultant management.
- a. Prepare, negotiate, manage, and maintain all Authority contracts and agreements
 - b. Manage and provide oversight to Authority consultants
 - c. Manage and provide oversight to GSP Administrator

Prop 1 SGWP Grant Progress Report

Reporting Period: 10/01/2022 to 12/31/2022 – as reported to DWR
(with update to 2/08/2023)

Additional tasks completed from 01/01/2023 to 2/08/2023

- Conducted a monthly meeting with BCGSA Staff on January 12, 2023 to discuss BCGSA Well Permit Application Evaluation, provided updates on other projects and management actions from the GSP, results of the Temescal Wash Groundwater Surface Water Investigation and the execution of BCGSA's private well survey.
- Prepared the 5 year budget projection for the BCGSA in coordination with Staff.
- Worked on a Grant Extension request with the State of California from March 31, 2023 to June 30, 2023 to enable the BCGSA to spend the full grant amount.
- The data collection effort and preparation of associated maps, figures, and tables for the 2nd Annual Report is proceeding according to schedule.
- Work continued on the private well survey project identified in the GSP.
- Preparation of Board Packet for the February Board Meeting.

Budget Category (a): Grant Administration

Estimated Percent Complete: 90%

Task: Grant Administration

- Prepared, reviewed, and revised Q2 2022 invoice and progress report and submitted to DWR.
- Planned for completion of grant deliverables.
- Discussed groundwater sampling needs to complete GSP project.
- Begin Q4 2022 invoice markup.
- Completed monthly invoice processing for Administrator (WSC) and subconsultants from 10/1/2022 to 12/31/2023.

Budget Category (b): GSP Development

Estimated Percent Complete: 92%

Task 1: Previously Completed Studies

Estimated Percent Complete: 100%

Task 2: Baseline Sampling and Analysis to Support Groundwater Quality Monitoring Program

Estimated Percent Complete: 100%

Task 2B: Second Groundwater Quality Sampling Event to Support Groundwater Quality Monitoring Program

Estimated Percent Complete: 100%

- WSC collected the annual groundwater samples from BCGSA MW-1 and MW-2 on November 8, 2022.
- Annual water quality sampling event for the BCGSA was collected and analyzed.

Task 3: Bedford Coldwater Groundwater Sustainability Agency (BCGSA) Data Management System (DMS)

Estimated Percent Complete: 80%

- Stantec updated the BCGSA SharePoint site with historical BCGSA documents and finalized grant reports.
- WSC downloaded and processed transducer data and uploaded to the BCGSA SharePoint site and updated documents.

Task 4: GSP Development

Estimated Percent Complete: 100%

Task 4B: GSP Annual Report

Estimated Percent Complete: 100%

Task 4C: Develop Request for Proposals (RFPs) and Execute Contracts for GSP Required Projects

Estimated Percent Complete: 80%

- WSC developed an RFP for GSP Project 1 – Investigate groundwater/surface water interaction at Temescal Wash and discussed the project with prospective bidders.
- WSC posted the final GSP Project 1 RFP and prepared a response to bidder comments.
- WSC prepared for and participated in a meeting with aggregate pit operators to discuss Project 3 and the potential RFP for the project.
- WSC coordinated with EVMWD regarding response to bidder questions on the Project 1 RFP.
- WSC reviewed proposals and selected a consultant recommendation for GSP Project 1 for Board member approval at the next JPA Board meeting.

Budget Category (c): Stakeholder Engagement

Estimated Percent Complete: 93%

Task 5: Stakeholder Outreach Plan, Website, and Coordination Meetings

- Attended and prepared materials for discussion during the Administrator’s update portion of the JPA Board meeting (draft meeting minutes are included in Appendix B):
 - 11/17/2022; eligible topics discussed: Administrator’s Update regarding GSP activities and updates on GSP project status. The Administrator’s Update is part of the agenda and meeting packet provided to the JPA Board members prior to meetings. Board meeting discussion of the Administrator’s Update is summarized in Section 6 of the meeting minutes.

- Prepared materials and conducted BCGSA Staff coordination calls (meeting summary is included in Appendix B):
 - 10/13/2022 – Staff meeting to discuss updates on GSP projects and RFPs, and the private well survey.
 - 11/10/2022 – Staff meeting to discuss GSP projects and RFPs and private well survey.
 - 12/8/2022 – Staff meeting to discuss GSP projects and RFPs, aggregate pit owner discussion, and update on the private well survey.

Budget Category (d): Construction/Implementation

Estimated Percent Complete: 93%

Task 6: Monitoring Well Equipment Installation

Estimated Percent Complete: 100%

- Stantec discussed transducer installation and reporting frequency with Geoscience.

Task 7: New Monitoring Wells

Estimated Percent Complete: 100%

Task 8: Project Monitoring Plan

Estimated Percent Complete: 100%

Task 9: Private Well Research and Field Survey

Estimated Percent Complete: 60%

- WSC compiled geographic well data from multiple sources and coordinated between well databases.
- WSC prepared for and participated in a meeting with Western Municipal Water District on November 21, 2022 to discuss private well production data.
- WSC prepared for and conducted a private well field survey on December 22.
- WSC compiled geographic well data, prepared GIS maps, and georeferenced private wells from old reports.
- WSC began preparing the technical memorandum, tables, and figures for the private well survey.

Status of Grant Invoicing
Reporting Period: Inception to Date through 12/31/2022

Category	Grant Allocation			Local Contribution	Grant Share	Retention Withheld	Net Grant \$ to be Paid	Paid to Date
	Local Contribution	Grant Share	Total Invoiced					
(A) Grant Administration	125,000	50,000	129,503	125,000	4,503	450	4,053	0
(B) GSP Development	725,500	375,000	1,053,862	725,500	328,362	32,836	295,526	221,590
(C) Stakeholder Engagement	24,500	100,000	119,079	24,500	94,579	9,458	85,121	65,947
(D) Construction/Implementation	125,000	475,000	534,101	125,000	409,101	40,910	368,191	325,862
	\$1,000,000	\$1,000,000	\$1,836,544	\$1,000,000	\$836,544	\$83,654	\$752,890	\$613,399