

San Geronio Pass Water Agency

DATE: December 2, 2024

TO: Board of Directors Meeting

FROM: Lance Eckhart, General Manager

BY: Matt Howard, Operations Manager

SUBJECT: CONSIDER ENTERING INTO A CONTRACT WITH CALIFORNIA RURAL WATER ASSOCIATION TO ASSIST WITH THE NEEDS OF SMALL WATER SYSTEMS, INCLUDING ECONOMICALLY DISADVANTAGED COMMUNITIES (DACs)

RECOMMENDATION

Authorize the General Manager to execute a contract with the California Rural Water Association (CRWA) to provide technical, managerial, and financial assistance to small water systems in our service area for a total amount not to exceed \$155,000.

PREVIOUS CONSIDERATION

- Board of Directors – June 21, 2021: The Agency has been working with the California Rural Water Association since July 21, 2021, in a focused effort to provide assistance to small water systems to update and/or upgrade their infrastructure.
- Board of Directors – March 20, 2023: The Board of Directors approved entering into a contract with the California Rural Water Association to assist small and disadvantaged water systems.
- Board of Directors – April 15, 2024: The Board of Directors approved Amendment #1 with California Rural Water Association to provide specific assistance to Cazabon Water District and Banning Heights Mutual Water Company.

BACKGROUND

Since 2021, the Agency has partnered with the California Rural Water Association (CRWA) to support small, disadvantaged community water systems within our service area. This program has seen extensive use by small systems across our service area, including the High Valleys Water District, Cabazon Water District, Banning Heights Mutual Water Company, and Cherry Valley Water Company. CRWA has provided technical support tasks, including Technical, Managerial, and Financial assessments, leak detection surveys, preliminary engineering reports, grant application support, source capacity assessments, and GIS system mapping for the water systems. The technical assistance surveys, assessments, and reports conducted for each small water system provide valuable, system-specific information that can support and enhance future grant applications.

ANALYSIS

This marks the third year of contracting with the California Rural Water Association (CRWA), with efforts focused on building upon the progress made in previous years. The program aims to further strengthen the technical, managerial, and financial capacities of participating small water systems, positioning them to successfully apply for various grants offered by the State Water Resources Control Board (SWRCB) and the Department of Water Resources (DWR).

After consulting with retailers about regional needs, we plan to host water treatment and distribution-focused workshops. These workshops will provide employees from retailers within our service area the opportunity to earn continuing education units (CEUs) required for their State Water Resources Control Board (SWRCB) Distribution and Treatment certifications. These workshops will focus on water distribution and treatment topics such as assessment management, confined space entry, cross-connection control, well production management, and water system math. Attendance will be limited to retailers within our service area, to enhance the knowledge and expertise of retail water agencies in the region. Additionally, these workshops will foster collaboration by allowing employees from different retailers to share experiences, discuss challenges, and explore opportunities for improvement.

Needs assessments are still required for several small water systems, with initial contact already made with Banning Heights Mutual Water Company. These assessments are critical for identifying and documenting any water-related concerns or issues these systems face. Potential focus areas include compliance assistance, GIS mapping of distribution systems, on-site leak detection, and technical support related to new or upcoming state, federal, or Department of Health regulations. Conducting these needs assessments is a crucial first step in determining the necessary support and creating a pathway to secure grant funding for these systems.

CRWA will conduct Compliance Assessments for each small water system to improve operations, ensure regulatory compliance, and promote long-term sustainability. These assessments will focus on key areas such as compliance with the Lead and Copper Rule, cross-connection control plans, sanitary survey requirements, and annual Consumer Confidence Reports. As part of this process, CRWA staff will visit each system, perform the Compliance Assessment, and generate a comprehensive report detailing items that are currently in compliance as well as areas requiring attention or corrective action.

Building on the progress CRWA has made with small water systems, a primary focus of this contract will be providing grant application support. This approach has already proven effective, as demonstrated by CRWA's recent collaboration with Cabazon Water District to successfully submit a pipeline replacement project grant to the State Water Resources Control Board (SWRCB). CRWA will continue to identify grant opportunities that align with the needs of our small water systems and work closely with them to provide comprehensive grant application assistance. This includes drafting grant forms, guiding systems through the application process, and submitting applications through funding platforms such as the SWRCB grant portal or the Department of Water Resources (DWR).

application process. Similar to previous grant submissions, should the grant application be successful and the grant agreement be executed, all project management and grant application costs will be reimbursed to the agency.

Task No.	Task Name	Budget
1	Project Management	\$25,830
2	Training & Workshops	\$9,900
3	Needs Assessments	\$11,087
4	Compliance Assessments	\$47,835
5	Grant Application Support	\$60,270
Total		\$154,922

FISCAL IMPACT

This expenditure is listed in the line item “Small System Assistance Program” (line 69) of the General Fund Budget (the Green Bucket). For FY 2024-25, the budgeted amount is \$210,000. When the previous contract with CRWA is completed, \$155,000 will be available for the proposed contract.

AGENCY'S STRATEGIC PLAN APPLICATION

Support through the Small Systems Assistance Program is consistent with the Agency's Mission Statement to support the region's quality of life through sustainable water management with the following strategies:

- Align with the current and future water landscape, supporting the region's long-term needs by diversifying the local supply portfolio and advancing water sustainability.
- Maintain, foster, and expand collaboration with local, regional, state, and federal partners to develop strategic solutions to water supply challenges and opportunities.
- Serve the public with dedication, determination, transparency, collaboration, and a commitment to expanding knowledge.

ACTION

Authorize the General Manager to execute a contract with the California Rural Water Association (CRWA) to provide technical, managerial, and financial assistance to small water systems in our service area for a total amount not to exceed \$155,000.

ATTACHMENTS

1. Professional Services Agreement and Scope of Work Between San Geronio Pass Water Agency and California Rural Water Association

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

SAN GORGONIO PASS WATER AGENCY

AND

CALIFORNIA RURAL WATER ASSOCIATION (CRWA)

THIS AGREEMENT is made this ___/___/2024 (hereinafter referred to as the "Effective Date"), by and between the SAN GORGONIO PASS WATER AGENCY, a public agency organized and operating pursuant to the San Gorgonio Pass Water Agency Law set forth in Water Code Appendix 101 (hereinafter referred to as the "AGENCY"), and California Rural Water Association (CRWA) (hereinafter referred to as "CONTRACTOR"). AGENCY and CONTRACTOR may individually be referred to as "Party" or collectively as "Parties" in this Agreement.

RECITALS

WHEREAS, the AGENCY desires to contract with CONTRACTOR for the provision of certain services by CONTRACTOR in connection with the Small Water Systems Assistance Program ("Project");

WHEREAS, CONTRACTOR is willing to provide such services for the Project;

WHEREAS, CONTRACTOR holds itself as duly licensed, qualified, and capable of performing said services for the Project; and

WHEREAS, this Agreement establishes the terms and conditions for the AGENCY to retain CONTRACTOR to provide the services described herein for the Project.

COVENANTS

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the Parties hereto agree as follows:

ARTICLE I. ENGAGEMENT OF THE CONTRACTOR AND AUTHORIZATION TO PROCEED

Section 1.01 : ENGAGEMENT

The AGENCY hereby engages CONTRACTOR, and CONTRACTOR hereby accepts the engagement, to perform certain services described in Section 2.01 of this Agreement ("Services") for the term set forth in Section 5.01 of this Agreement ("Term").

Section 1.02 : AUTHORIZATION TO PROCEED

Authorization for CONTRACTOR to proceed with all or a portion of the Services will be granted in writing by the AGENCY as soon as both Parties sign the Agreement and all applicable insurance and other security documents required pursuant to Section 6.03 and Exhibit B of this Agreement are received and approved by the AGENCY. CONTRACTOR shall not proceed with said Services until so authorized by the AGENCY and shall commence the Services immediately upon receipt of the Notice to Proceed.

Section 1.03 : NO EMPLOYEE RELATIONSHIP

CONTRACTOR shall perform the Services provided for herein as an independent contractor, and not as an employee of the AGENCY. The AGENCY shall have ultimate control over the Services performed for the Project, but not over the means or methods used by CONTRACTOR in the performance of such Services. CONTRACTOR is not to be considered an agent or employee of the AGENCY for any purpose and shall not be entitled to participate in any pension plans, insurance coverage, bonus, stock, or similar benefits that the AGENCY provides for its employees. CONTRACTOR shall indemnify the AGENCY for any tax, retirement contribution, social security, overtime payment, or workers' compensation payment which the AGENCY may be required to make on behalf of CONTRACTOR or any agent or employee of CONTRACTOR.

Article II. SERVICES OF CONTRACTOR

Section 2.01 : SCOPE OF SERVICES

The scope of Services to be performed by the CONTRACTOR under this Agreement are described in the scope of work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter referred to as the "Scope of Work"), and shall, where not specifically addressed, include all related Services ordinarily provided by the CONTRACTOR under same or similar circumstances and/or otherwise necessary to satisfy the requirements of Section 3.03 of this Agreement. In case of conflict between the terms of this Agreement and the provisions of the Scope of Work, this Agreement shall govern.

Section 2.02 : PREVAILING WAGES

To the extent required by the California Labor Code, CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director, Department of Industrial Relations, State of California. Copies of such prevailing rate of per diem wages are on file at the AGENCY's office, which copies will be made available to any interested party upon request. CONTRACTOR shall post a copy of such determination at each job site. If applicable, CONTRACTOR shall forfeit to the AGENCY the amount of the penalty set forth in Labor Code Section 1775, and 1813, or any subsequent amendments thereto, for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by CONTRACTOR or by any subcontractor.

Section 2.03 : HOURS AND WORKING CONDITIONS

The AGENCY is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein and will be complied with by CONTRACTOR. CONTRACTOR shall comply with all applicable provisions of the California Labor Code relating to working hours and the employment of apprentices on public works projects and shall be solely liable and responsible for any violation of the California Labor Code.

- (a) No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- (b) No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered “public works contractor” with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alteration, demolition or repair work, registration is not required.
- (c) This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Article III. RESPONSIBILITIES OF THE AGENCY AND OF THE CONTRACTOR

Section 3.01 : DUTIES OF THE AGENCY

The AGENCY, without cost to CONTRACTOR, will provide all pertinent information necessary for CONTRACTOR's performance of its obligations under this Agreement that is reasonably available to the AGENCY unless otherwise specified in the Scope of Work, in which case the CONTRACTOR is to acquire such information. The AGENCY does not guarantee or ensure the accuracy of any reports, information, and/or data provided. To the extent that any reports, information, and/or other data so provided was supplied to the AGENCY by persons who are not employees of the AGENCY, any liability resulting from inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the party who prepared the information for the AGENCY.

Section 3.02 : REPRESENTATIVE OF THE AGENCY

The AGENCY will designate Lance Eckhart as the person to act as the AGENCY's representative with respect to the Services to be performed under this Agreement. Such person will have complete authority to transmit instructions, receive information, and interpret and define the AGENCY's policies and decisions pertinent to the Services. In the event the AGENCY wishes to make a change in the AGENCY's representative, the AGENCY shall notify the CONTRACTOR of the change in writing.

Section 3.03 : DUTIES OF THE CONTRACTOR

CONTRACTOR shall perform all Services for the Project in such a manner as to fully comply with all applicable professional standards of care, including professional quality, technical accuracy, timely completion, and other Services furnished and/or work undertaken by CONTRACTOR pursuant to this Agreement. The CONTRACTOR shall cause all Services and deliverables to conform to all applicable federal, state, and local laws and regulations.

Section 3.04 : APPROVAL OF WORK

The AGENCY's approval of Services or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical adequacy of its Services. Neither the AGENCY's review, approval, or acceptance of, nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Where approval by the AGENCY is indicated in this Agreement, it is understood to be conceptual approval only and does not relieve the CONTRACTOR of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the CONTRACTOR or its subcontractors. CONTRACTOR's obligation to defend, indemnify, and hold harmless the AGENCY, and its directors, officers, employees, and agents as set forth in Section 6.10 of this Agreement also applies to the actions or omissions of the CONTRACTOR or its subcontractors as set forth above in this paragraph.

Article IV. PAYMENTS TO CONTRACTOR

The AGENCY will pay CONTRACTOR for Services performed under this Agreement, which Services can be verified by the AGENCY, based specific rate of compensation detailed in the Scope of Work. CONTRACTOR shall exercise its good faith best efforts to facilitate a full and clear definition of the scope of all assigned work so that the amount set forth in Section 4.02 of this Agreement will cover all tasks necessary to complete the Services. The amount set forth in Section 4.02 of this Agreement is the maximum compensation to which CONTRACTOR may be entitled for the performance of Services to complete the Project, unless the Scope of Work or time to complete the Services is changed by the AGENCY in writing in advance of the Services to be performed thereunder. Adjustments in the total payment amount shall only be allowed pursuant to Section 6.04 of this Agreement. In no event shall CONTRACTOR be entitled to compensation greater than the amount set forth in Section 4.02 of this Agreement where changes in the Scope of Work or the time for performance are necessitated by the negligence of CONTRACTOR or any sub-contractor performing Services on the Project.

Section 4.01 : PAYMENT

Payment will be made by the AGENCY within thirty (30) calendar days after receipt of an invoice from CONTRACTOR, provided that all invoices are complete and product and Services are determined to be of sufficient quality by the AGENCY and all prevailing wage compliance documentation has been submitted, is correct and complete. Invoice submittals shall be made electronically and sent to mhoward@sgpwa.com. CONTRACTOR shall invoice the AGENCY for Services no later than thirty (30) calendar days after Services are rendered and no more frequently than monthly.

Section 4.02 : CHARGES AND ESTIMATES

The total estimated charges for all Services under this Agreement are identified on the attached "Scope of Work" (Exhibit A) and such amount is the cost ceiling as described herein. The total estimated charges stated herein constitute the total amount agreed to. The not-to-exceed amount for this Agreement shall be:

\$154,922

Section 4.03 : COST FOR REWORK

CONTRACTOR shall, at no cost to the AGENCY, prepare and perform any necessary rework occasioned by CONTRACTOR's negligent act or omission or otherwise due substantially to CONTRACTOR's fault.

Article V. COMPLETION SCHEDULE

Section 5.01 : TERM

The Term of this Agreement shall begin on the Effective Date of this Agreement and shall continue until __/__/____ unless this Agreement is earlier terminated pursuant to the provisions of Section 6.08 below. Notwithstanding the above, the provisions of Section 1.03, Section 2.02, Section 2.03, Section 3.04, Article IV, Article V, Article VI herein shall survive the expiration and/or termination of this Agreement.

Section 5.02 : TASK SCHEDULE

The Services to be performed by CONTRACTOR under this Agreement shall be completed in accordance with the timeframe set forth in the Scope of Work and/or Task Orders.

Section 5.03 : TIME OF ESSENCE

CONTRACTOR shall perform all Services required by this Agreement in a prompt, timely, and professional manner in accordance with the timeframe set forth in the Scope of Work and/or Task Orders. Time is of the essence in this Agreement.

Article VI. GENERAL PROVISIONS

Section 6.01 : COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

CONTRACTOR shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations including, but not limited to, as well as those related to Equal Opportunity Employment.

Section 6.02 : SUBCONTRACTORS AND OUTSIDE CONSULTANTS

No subcontract shall be awarded by CONTRACTOR unless prior written approval thereof is obtained from the AGENCY. CONTRACTOR shall be responsible for payment to subcontractors used by them to perform the Services under this Agreement. If CONTRACTOR subcontracts any of the Services to be performed, CONTRACTOR shall be as fully responsible to the AGENCY for the performance of the Services, including errors and omissions of CONTRACTOR's subcontractors and of the persons employed by the subcontractor, as CONTRACTOR is for the acts and omissions of persons directly employed by the CONTRACTOR. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of CONTRACTOR and the AGENCY. CONTRACTOR shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement that are applicable to CONTRACTOR's Services unless specifically noted to the contrary in the subcontract in question and approved in writing by the AGENCY.

Section 6.03 : INSURANCE

CONTRACTOR shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of the Project by AGENCY, such insurance as will protect it and the AGENCY in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the CONTRACTOR. The failure to comply with these insurance requirements may constitute a material breach of this Agreement, at the sole discretion of the AGENCY.

- (a) **CERTIFICATES OF INSURANCE** Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONTRACTOR shall furnish AGENCY with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The AGENCY reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.
- (b) **REQUIRED PROVISIONS** The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):
 - (i) **PRIMARY COVERAGE** The insurance policies provided by CONTRACTOR shall be primary insurance and any self-insured retention and/or insurance carried by or available to the AGENCY or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the AGENCY shall not contribute to any loss or expense under CONTRACTOR's insurance.
 - (ii) **ADDITIONAL INSURED** The policies of insurance provided by CONTRACTOR, except Workers' Compensation and Professional Liability, shall include as additional insured: the AGENCY, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "cross liability" or "separation of insured".
 - (iii) **CANCELLATION** Each certificate of insurance and insurance policy shall provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the AGENCY, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.
 - (iv) **WAIVER OF SUBROGTAION:** The insurance policies provided by CONTRACTOR shall contain a waiver of subrogation against AGENCY, its directors, officers, employees, and agents for any claims arising out of the services performed under this Agreement by CONTRACTOR.

(v) **CLAIM REPORTING:** CONTRACTOR shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the AGENCY.

(vi) **DEDUCTIBLE/RETENTION:** If the insurance policies provided by CONTRACTOR contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to AGENCY under such policies. CONTRACTOR shall be solely responsible for any such deductible or self-insured retention and the AGENCY, in its sole discretion, may require CONTRACTOR to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.

(vii) **SUBCONTRACTORS:** CONTRACTOR shall include all sub-contractors as additional insureds under the insurance policies required by this Agreement to the same extent as the AGENCY or shall furnish separate certificates of insurance and policy endorsements for each sub-contractor verifying that the insurance for each subcontractor complies with the same insurance requirements applicable to CONTRACTOR under this Agreement.

(c) **INSURANCE COMPANY REQUIREMENTS:** CONTRACTOR shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in Best's Key Rating Guide or on said company's web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.

(d) **POLICY REQUIREMENTS:** The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth in **Exhibit B**.

Section 6.04 : CHANGES IN SCOPE OR TIME

If the AGENCY requests a change in the Scope of Work or time of completion by either adding to or deleting from the original scope or time of completion, an equitable adjustment shall be made, and this Agreement shall be modified in writing accordingly. CONTRACTOR must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date of receipt from AGENCY of the notification of change unless the AGENCY grants a further period before the date of final payment under this Agreement.

Section 6.05 : NOTICES

TO AGENCY

San Geronio Pass Water Agency
1210 Beaumont Ave.
Beaumont, CA 92223
Attn: mhoward@sgpwa.com
CC: mhoward@sgpwa.com

To CONTRACTOR

California Rural Water Association (CRWA)
1234 North Market Boulevard
Sacramento, CA 95834
Attn: DHardwick@calruralwater.org
CC: LCarmona@calruralwater.org

Section 6.06 : CONTRACTOR'S ASSIGNED PERSONNEL

CONTRACTOR designates **Dustin Hardwick** to have immediate responsibility for the performance of the work for the Project and for all matters relating to performance under this Agreement. Substitution of any assigned personnel shall require the prior written approval of the AGENCY. If the AGENCY determines that a proposed substitution is not acceptable, then, at the request of the AGENCY, CONTRACTOR shall substitute with a person acceptable to the AGENCY.

Section 6.07 : CONFIDENTIALITY

(a) PRIVILEGED INFORMATION The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; AGENCY information or data which is not subject to public disclosure; AGENCY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

(b) NON-DISCLOSURE The CONTRACTOR shall protect from unauthorized disclosure any and all sensitive or confidential information, names, and other identifying information, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the AGENCY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the AGENCY, any such information to anyone other than the AGENCY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying assigned to the individual, such as finger or voice print or a photograph.

Section 6.08 : TERMINATION

- (a) If the engagement of the CONTRACTOR is not extended by mutual written consent of the AGENCY and the CONTRACTOR, then this Agreement shall expire on the date set forth in Section 5.01.
- (b) Notwithstanding the above, the AGENCY may terminate this Agreement or abandon any portion of the Project by giving ten (10) days written notice thereof to CONTRACTOR. CONTRACTOR may terminate its obligation to provide further Services under this Agreement upon thirty (30) calendar days written notice only in the event of substantial failure by the AGENCY to perform in accordance with the terms of this Agreement through no fault of the CONTRACTOR.
- (c) In the event of termination of this Agreement or abandonment of any portion of the Project, the AGENCY shall be immediately given title to all original drawings and other documents developed for the Project (provided if the termination results from AGENCY's breach of its payment obligations to CONTRACTOR, CONTRACTOR may withhold transferring such title until such time as all undisputed amounts owed to CONTRACTOR are paid to CONTRACTOR), and the sole right and remedy of CONTRACTOR shall be to receive payment for all amounts due and not previously paid to CONTRACTOR for Services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for Services performed during such task shall be based on an amount mutually agreed to by the AGENCY and CONTRACTOR in relation to the Services CONTRACTOR has completed. Such payments available to the CONTRACTOR under this paragraph shall not include costs related to lost profit associated with the expected completion of the Services or other such payments relating to the benefit of this Agreement.

Section 6.09 : ATTORNEY'S FEES

In the event that either the AGENCY or CONTRACTOR brings an action or proceeding for damages for an alleged breach of any provision of this Agreement, to interpret this Agreement or determine the rights of and duties of either Party in relation thereto, the prevailing Party shall be entitled to recover as part of such action or proceeding all litigation, arbitration, mediation and collection expenses, including witness fees, court costs, and reasonable attorneys' fees. Such fees shall be determined by the Court in such litigation or in a separate action brought for that purpose. Mediation will be attempted if both Parties mutually agree before, during, or after any such action or proceeding has begun.

Section 6.10 : INDEMNITY

- (a) CONTRACTOR shall defend, indemnify and hold AGENCY, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of the Services to be performed under this Agreement, including without limitation, any and all such claims, demands, causes of action,

suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, arising by reason of death or bodily injury to one or more persons, including the employees of CONTRACTOR; injury to property of any kind, including loss of use; or economic damages of any kind, caused by, or arising out of, any alleged or actual negligent or willful act or omission, regardless of whether such act or omission is active or passive, by CONTRACTOR, any of CONTRACTOR's sub-contractors or AGENCY, including their respective directors, officers, employees, agents and assigns, excepting only such matters to the extent arising from the negligence or willful misconduct of the AGENCY.

- (b)** CONTRACTOR shall defend, indemnify and hold AGENCY, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any infringement or alleged infringement of any patent, copyright or trademark and arising out of the use of any equipment or materials furnished under this Agreement by the CONTRACTOR or CONTRACTOR'S sub-contractors, including their respective directors, officers, employees, agents and assigns, or out of the processes or actions employed by, or on behalf of, the CONTRACTOR or CONTRACTOR's sub-contractors, including their respective directors, officers, employees, agents and assigns, in connection with the performance of Services under this Agreement. CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials or processes, or to modify at its expense such infringing equipment, materials, and processes so they become non-infringing, provided that such substituted and modified equipment, materials, and processes shall meet all the requirements and be subject to all the provisions of this Agreement.
- (c)** CONTRACTOR shall defend, indemnify and hold AGENCY, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by CONTRACTOR or CONTRACTOR's subcontractors, including their respective directors, officers, employees, agents and assigns, of the aforesaid obligations and covenants, and any other provision or covenant of this Agreement.
- (d)** It is the intent of the Parties to this Agreement that the defense, indemnity and hold harmless obligation of CONTRACTOR under this Agreement shall be as broad and inclusive as may be allowed under California Civil Code Sections 2778 through 2784.5, or other similar state or federal law.

- (e) AGENCY shall defend, indemnify and hold CONTRACTOR, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney's fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, caused by, or arising out of, any material breach by AGENCY of any obligation under this Agreement or any alleged or actual negligent or willful act or omission, regardless of whether such act or omission is active or passive, by AGENCY, including its directors, officers, employees, agents and assigns, excepting only such matters to the extent arising from the negligence or willful misconduct of CONTRACTOR.

Section 6.11 : SAFETY

CONTRACTOR shall perform the Services in full compliance with applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements.

- (a) CONTRACTOR shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to the Project site, and for the safety of, and prevention of injury to, persons, including AGENCY's employees, CONTRACTOR's employees, and third persons. All work shall be performed entirely at CONTRACTOR's risk. CONTRACTOR shall comply with the insurance requirements set forth in Section 6.3 of this Agreement.
- (b) CONTRACTOR shall also furnish the AGENCY with a copy of any injury prevention program established for the CONTRACTOR's employees pursuant to Labor Code Section 6401.7, including any necessary documentation regarding implementation of the program. CONTRACTOR hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONTRACTOR shall demonstrate compliance with Labor Code Section 6401.7 by maintaining a copy of its Injury and Illness Prevention Plan at the Project site and making it available to the AGENCY.

Section 6.12 : EXAMINATION OF RECORDS

All original drawings, specifications, reports, calculations, and other documents or electronic data developed by CONTRACTOR for the Project shall be furnished to and become the property of the AGENCY. CONTRACTOR agrees that the AGENCY will have access to and the right to examine any directly pertinent books, documents, papers, and records of all of the transactions relating to this Agreement.

Section 6.13 : OWNERSHIP OF SOFTWARE

- (a) Subject to payment of all compensation due under this Agreement and all other terms and conditions herein, CONTRACTOR hereby grants AGENCY a non-exclusive, transferable, royalty-free license to use the Software furnished to AGENCY by CONTRACTOR under this Agreement. The license granted herein shall authorize AGENCY to:

- (i) Install the Software on computer systems owned, leased or otherwise controlled by AGENCY;
- (ii) Utilize the Software for its internal data-processing purposes; and
- (iii) Copy the Software and distribute as desired to exercise the rights granted herein.

(b) CONTRACTOR retains its entire right, title and interest in the Software developed under this Agreement. AGENCY acknowledges that CONTRACTOR owns or holds a license to use and sublicense various pre-existing development tools, routines, subroutines and other programs, data and materials that CONTRACTOR may include in the Software developed under this Agreement. This material shall be referred to hereafter as "Background Technology."

(c) AGENCY agrees that CONTRACTOR shall retain any and all rights CONTRACTOR may have in the Background Technology. CONTRACTOR grants AGENCY an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use the Background Technology in the Software developed and delivered to AGENCY under this Agreement, and all updates and revisions thereto. However, AGENCY shall make no other commercial use of the Background Technology without CONTRACTOR's written consent.

Section 6.14 : INTEGRATION AND AMENDMENT

This Agreement contains the entire understanding between the AGENCY and CONTRACTOR as to those matters contained herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting those matters, which are not specifically incorporated herein, may be deemed in any way to exist or to bind any of the Parties hereto. Each Party acknowledges that it has not executed this Agreement in reliance on any promise, representation or warranty not set forth herein. This Agreement may not be amended except by a writing signed by all Parties hereto.

Section 6.15 : ASSIGNMENT

Neither Party shall sign or transfer its interest in this Agreement without written consent of the other Party. All terms, conditions, and provisions of this Agreement shall inure to and shall bind each of the Parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

Section 6.16 : GOVERNING LAW

This Agreement shall be construed as if it was jointly prepared by both Parties hereto, and any uncertainty or ambiguity contained herein shall not be interpreted against the Party drafting same. This Agreement shall be enforced and governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of Riverside, State of California, or in a federal court within jurisdiction over the Project.

Section 6.17 : HEADINGS

Article and Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

Section 6.18 : PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

Section 6.19 : EFFECT OF AGENCY'S WAIVER

Any failure by the AGENCY to enforce any provision of this Agreement, or any waiver thereof by the AGENCY, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

Section 6.20 : ELECTRONIC SIGNATURE

THE AGENCY and the CONTRACTOR agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Section 6.21 : AUTHORITY

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CONTRACTOR

By:

AGENCY

By:

**Dustin Hardwick,
Deputy Director
California Rural Water Association**

**Lance Eckhart, PG, CHG
General Manager/Chief Hydrogeologist
San Geronio Pass Water Agency**

Enclosures:

Exhibit A Scope of Work

Exhibit B Fee Schedule

Exhibit C Insurance Provisions

EXHIBIT A: SCOPE OF WORK

Services

This scope of work outlines the proposed tasks that California Rural Water Association (CRWA) will provide for San Geronio Pass Water Agency (SGPWA) to support and assist disadvantaged (DAC) and severely disadvantaged (SDAC) communities involved in water resources within the SGPWA region. This work within the Small Water Systems Assistance Program will ensure safe and reliable drinking water for the communities SGPWA serves. These services will also create a pathway towards grant writing and application support services to assist the program. SGPWA will provide some funding to support the program, but the majority of the work will come from grant funding.

Services to be rendered in Year 1 (FY24 – FY25) not-to-exceed \$154,922:

Task 1: Project Management

Task 1 of the Small Systems Project Support includes the general suite of services that has traditionally been offered through the Small Water Systems Support Program by CRWA. These services are to continue to be offered free to DACs and SDAC systems. This element will be ongoing through the program and includes but is not limited to the following:

Task Deliverables:

Task deliverables to be submitted on the 15th of each month of the 2024 - 2025 fiscal year.

- *CRWA will continue to organize and support the Small Water System Bi-Monthly Meetings working in collaboration with SGPWA on the agenda, and timing.*
- *CRWA's staff will be available for regular updates to SGPWA committees or Board as directed by SGPWA.*
- *Monthly Invoice Packet (for work performed in the previous monthly period)*
 - *Invoice, progress reports, and deliverables*
 - *Expense reports with any necessary documentation*

Task 2: Trainings & Workshops

Workshops and Trainings will be scheduled in coordination with SGPWA. These scheduled events will be held in Beaumont at the San Geronio Pass Water Agency offices or will be coordinated with SGPWA for a regional location of similar quality. For the trainings and workshops, CRWA will design the course content, provide an experienced trainer in the topics presented, provide training material, logistical support, conduct weekly advertising via emails, regular mail, phone, and faxes to the systems in the Beaumont Region of Riverside County, maintain an attendee list, take care of registration confirmations, reminders, roster, additional handouts, provide class certificates with contact hours completed and evaluation forms for each workshop. The workshop and training will focus on water-related topics and can be provided as SGPWA deems necessary. CRWA will conduct periodic outreach to all the Small Water Systems located in the San Geronio Pass Water Agency's region to promote participation in the program.

The CRWA technical specialist or Administrative Staff will attend all trainings and workshops and when possible, at various outreach events across the region.

Task Deliverables:

Committee Task Deliverables to be submitted not later than a week prior to the scheduled Bimonthly Small Water System Committee meeting to include:

- *Agenda and Relevant Attachments*

Workshop Task Deliverables to be submitted not later than a month following completion to include:

- *Workshop and Training Recommendations (no fewer than 2 every 6 months) based on evaluation of needs. Recommendations will be discussed at the SWS Assistance Program Bi-Monthly Meeting.*
- *In-person training (2 in 2025) including:*
 - *Instructor, Training Materials, and presentations*
 - *Rosters, Evaluations*
 - *Class Marketing Materials, Flyers*
 - *Updated SGPWA SWS & DAC contact lists*
 - *Certificates of completion for each signed in participant*
 - *Technical memo outlining the effectiveness and reach of each training effort.*

Task 3: Needs Assessment

SGPWA will collaborate with CRWA's Technical Specialists to identify two additional systems within the region that require assistance with one or more of the following tasks to help identify and document water-related concerns and issues. This may include compliance assistance, complete assessments of water systems, service lines, on-site leak detection, GIS mapping, Technical Managerial and Financial report assistance, community wells and general infrastructure concerns and an assessment of the impact new and upcoming regulations at the state, federal or department of health regulation may have on the systems. The scheduled needs assessment will be the first step in creating a pathway to grant funding for the region.

Task Deliverables:

Needs Assessment Task deliverables to be submitted not later than a month following completion to include:

- *Needs Assessments (2 systems):*
 - *Schedule & Preform Site Visit*
 - *Completed Needs Assessment (1 pdf copy delivered to SGPWA and to the service entity)*

In the event that no systems are identified for assistance, the funds allocated for this task may be reallocated to other tasks as necessary.

Task 4: Compliance Assessments

CRWA's Compliance Assessments will provide a structured pathway to the Banning Heights Mutual Water Company, Cabazon Water District, Cherry Valley Water Company, & High Valleys Water District to achieve compliance, including identifying opportunities for grant funding to support the implementation of necessary improvements and upgrades. This comprehensive support aims to enhance system operations, ensure regulatory compliance, and promote long-term sustainability for all SWS systems in the region.

Limited Descriptions of Compliance Assistance elements offered:

- Lead and Copper Rule
- Cross-Connection Control Plans
- Safety Plans
- Sanitary Survey Requirements
- Consumer Confidence Reports
- EAR Reporting

Task Deliverables:

Task Deliverables to be submitted not later than a month following completion to include:

- *Compliance Assessment:*
 - *Schedule & Perform Site Visit*
 - *Completed Compliance Assessment (1 pdf copy delivered to SGPWA and to the service entity)*

Task 5: Grant Application Support

CRWA understands that throughout the course of the agreement SGPWA will provide some funding to support the program, but that it is desired that a majority of the work come from additional grant funding. CRWA is up to date with current and ever-changing regulations and grant opportunities and will extend our inside tract knowledge to assist SGPWA in identifying future grant opportunities to support the needs of the SWS's in the San Gorgonio region.

CRWA's team will offer technical assistance and support relevant to communities in submitting grant funding applications for planning and implementation purposes based on the highest needs outlined in Task 2 - Needs Assessment or a recently completed Needs Assessment done through the SGPWA Small Water System Assistance Program. The funding channels that will be leveraged include the Department of Water Resources, State Water Resources Control Board, and various funding opportunities made available through the California Funding Coordinating Committee. The Technical Specialist will act as the lead for submission of the application. Responsibilities will include coordinating with system staff to gather information for the general, financial, and environmental parts of the application package. Additional tasks include assistance with drafting forms, guiding systems through the process, and submitting the application through avenues such as the SWRCB through the FFAST portal. CRWA will ensure that all necessary requirements are prepared prior to submission i.e. Technical, Managerial, and Financial Reports and other required documentation.

CRWA will also provide post application support if the funding source project manager has questions or requires edits to the package prior to issuing a funding agreement. For each funding agreement, CRWA will assemble a team comprising of a Project Manager, Project Engineer, Technical Specialists, and admin staff with direct experience in similar project work. In addition, CRWA's team will schedule regular, monthly, or bimonthly meetings with system representatives and SGPWA to aid in collaboration with goals and expectations of the projects and deliverables. CRWA utilizes Microsoft Teams and Office software for communication and scheduling purposes.

Task Deliverables:

Grant Application Support will be provided on an ongoing basis through the application process.

- *Grant Application submitted to the selected funding source for the Cherry Valley Water Company and the High Valleys Water District.*
- *Continued Post Grant Application Support for the Cabazon Water District.*
- *Preliminary Grant Application Support for Banning Heights Mutual Water Company*

In the event a funding agreement is executed, the costs associated with production of Grant Application tasks (Technical Managerial Financial Reports, Preliminary Engineering Reports, Project Management, etc.) will likely be fully reimbursable through the funding agreement.

SCHEDULE:

The project estimated schedule is as follows:

Task No.	Project Activity	Duration	Due Date
	Kick off	6 Months	1-Jan-25
1	Project Management	6 Months	30-Jun-25
2	Training & Workshops	6 Months	30-Jun-25
3	Needs Assessment	6 Months	30-Jun-25
4	Compliance Assessments	6 Months	30-Jun-25
5	Grant Application Support	Ongoing	Ongoing
	Final Invoice & Deliverables	1 Month	31-Jul-25

RATE SCHEDULE:

Time and Materials Cost Proposal

CRWA will work on this project on a time and materials basis at our standard 2024 billable rates. All tasks identified under this proposed scope of work will not exceed **\$154,922** for work performed between the time the contract is approved and June 30, 2025. Any additional work identified in the on-call work portion of this effort may be subject to alternative costs as agreed to between CRWA and SGPWA.

CRWA Hourly Rates:

Classification	Labor Rate (\$) Jul 2024- Jun 25
Program Director	\$210.00
IRWMP Coordinator / Program Manager	\$136.50
Resource Development Coordinator / Administrative Staff	\$110.25
Supervising Senior Project Manager	\$210.00
Senior Project Manager	\$210.00
Senior Project Engineer	\$210.00
Project Engineer	\$168.00
Associate Engineer	\$141.75
Lead Technical Specialist	\$136.50
Water Efficiency Specialist	\$136.50
Lead Leak Detection Specialist / Ag Water Use Efficiency Specialist	\$105.00
Hydrogeologist	\$210.00
CAD Drafter (subcontractor)	\$115.50
Legal Support	\$210.00

BUDGET:

Time and materials, not to exceed **\$154,922** based on the following task budgets:

Task No.	Task Name	Budget
1	Project Management	\$25,830
2	Training & Workshops	\$9,900
3	Needs Assessments	\$11,087
4	Compliance Assessments	\$47,835
5	Grant Application Support	\$60,270
Total		\$154,922*

**CRWA may, with the approval from SGPWA, as the Project requires, shift budgets across line items, the budget is based on time and materials, not to exceed \$154,922, based on the following task budgets:*

EXHIBIT B : FEE SCHEDULE

SAN GORGONIO PASS WATER AGENCY SMALL WATER SYSTEM ASSISTANCE PROGRAM - FEE SCHEDULE 2025											
		RD Coordinator / Admin. Staff	Technical Specialist	Program Manager	Program Director	Workshops	Expenses				
	<i>2024-2025 Billing Hourly Rates</i>	\$110.25	\$136.50	\$136.50	\$210.00	\$4,200	\$750	Subconsultant	Expenses	Labor Sub Total	Task Sub Totals
Task 1	Project Management	120			60			\$ -	\$0	\$25,830	\$25,830
Task 2	Training & Workshops (2 Workshops)					2	2	\$ -	\$1,500	\$8,400	\$9,900
Task 3	Needs Assessment (2 Assessments)	6	40	10	10		2	\$ -	\$1,500	\$9,587	\$11,087
Task 4	Compliance Assessments (4 Assessments)	20	200	20	60		4	\$ -	\$3,000	\$44,835	\$47,835
Task 5	Grant Application Support (4 Systems)	60	240	30	80			\$ -	\$0	\$60,270	\$60,270
	Total Hours =	206	480	60	210	2	8	\$ -	\$4,500	\$148,922	\$154,922
										Subtotal =	\$154,922

Notes:

\$0

Task Order Budget: **\$154,922**

Classification	Labor Rate (\$) Jul 2024- Jun 25
Program Director	\$210.00
IRWMP Coordinator / Program Manager	\$136.50
Resource Development Coordinator / Administrative Staff	\$110.25
Supervising Senior Project Manager	\$210.00
Senior Project Manager	\$210.00
Senior Project Engineer	\$210.00
Project Engineer	\$168.00
Associate Engineer	\$141.75
Lead Technical Specialist	\$136.50
Water Efficiency Specialist	\$136.50
Lead Leak Detection Specialist / Ag Water Use Efficiency Specialist	\$105.00
Hydrogeologist	\$210.00
CAD Drafter (subcontractor)	\$115.50
Legal Support	\$210.00

EXHIBIT C: INSURANCE POLICY REQUIREMENTS

Policy Requirements: The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:

- (1) Workers' Compensation:** CONTRACTOR shall maintain Workers' Compensation insurance as required by law in the State of California to cover CONTRACTOR's obligations as imposed by federal and state law having jurisdiction over CONTRACTOR's employees and Employers' Liability insurance, including disease coverage, of not less than \$1,000,000.
- (2) General Liability:** CONTRACTOR shall maintain Comprehensive General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$3,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by AGENCY.
- (3) Automobile Liability:** CONTRACTOR shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence for any owned, hired, or non-owned vehicles.
- (4) Professional Liability:** CONTRACTOR shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONTRACTOR or any person employed by him, with a limit of not less than \$1,000,000 per occurrence or claim and \$1,000,000 aggregate. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by AGENCY.
- (5) Property Coverage - Valuable Papers:** Property coverage on an all-risk, replacement cost form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, plans or other similar data, whether in hard copy or electronic form, relating to the services provided by CONTRACTOR under this Agreement.

California Rural Water Association (CRWA) Small Water Systems Program Contract

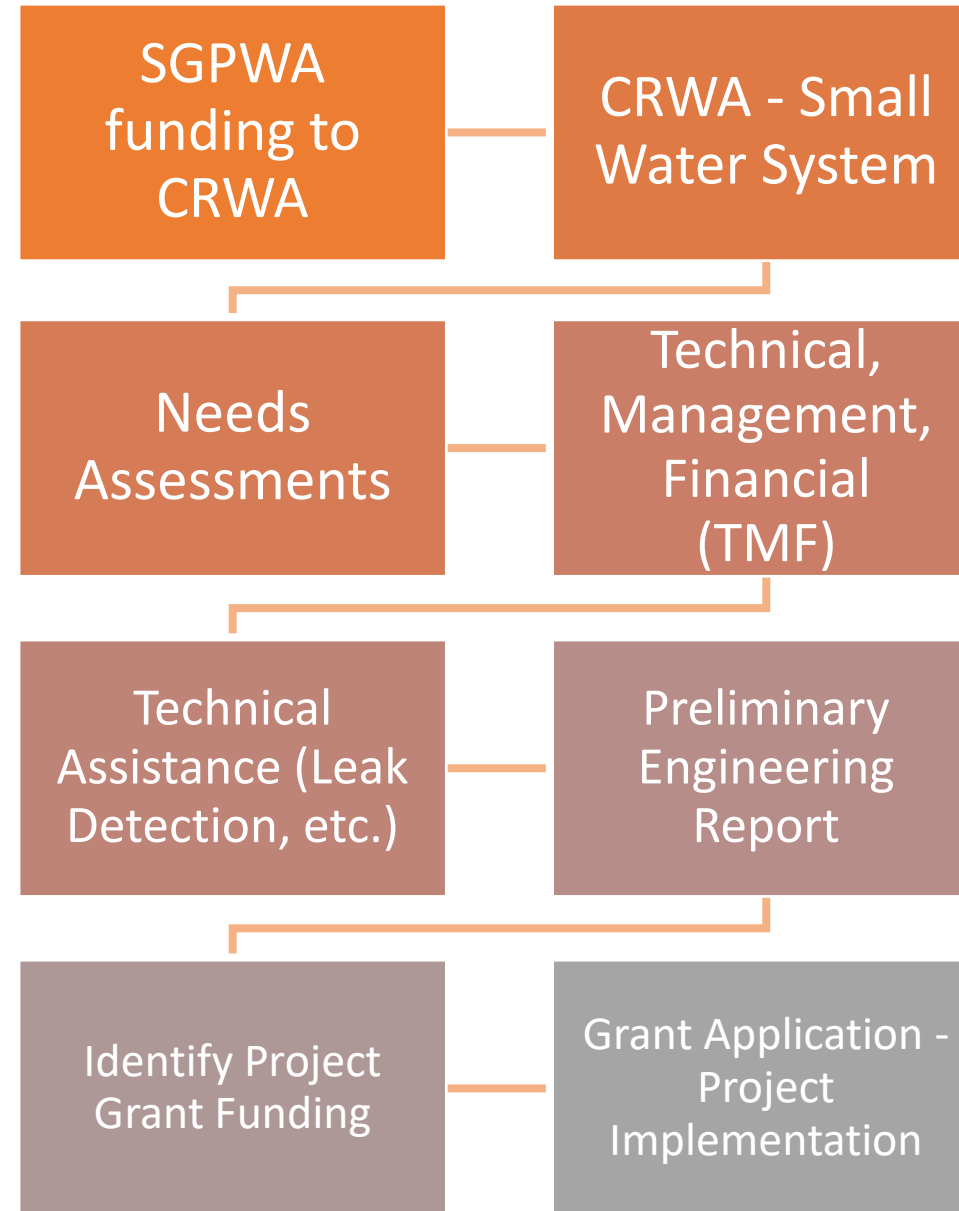
Board of Directors Meeting

December 2, 2024



Small Systems Program Overview

- Partnership between California Rural Water Association and Pass Agency
- Capacity Building for Disadvantaged Small Water System providers:
 - Banning Heights Mutual Water Company
 - Cabazon Water District
 - Cherry Valley Water Company
 - High Valleys Water District



Small Systems Program Work Completed

- Cabazon Water District
 - Needs Assessment
 - Preliminary Engineering Report
 - Technical, Managerial, and Financial Report
 - SWRCB Grant Submission
- Banning Heights Mutual Water Company
 - Source Capacity Assessment Study



Small Systems Program Work Completed

- High Valleys Water District
 - Needs Assessment
 - Successful Prop. 218 Rate Study
 - Preliminary Engineering Report
- Cherry Valley Water Company
 - Needs Assessment
 - GIS Mapping
 - Leak Detection Surveys Performed
 - Technical, Managerial, and Financial Report
 - Preliminary Engineering Report



2024-2025 CRWA Small Systems Program Overview

- Distribution and Treatment Workshops
 - Focused distribution and treatment classes for local retail water agency employees to gain CEUs for State Board Certificates. Two workshops are included in the scope.
- Needs Assessments
 - First step toward applying for grants. Two small water systems require Needs Assessments.
- Compliance Assessments
 - Assessments will focus on the system's overall compliance with a focus on key areas such as annual CCR, lead and copper rule, cross-section control plans, and sanitary survey requirements
- Grant Application Support
 - Draft grant application and submission for Cherry Valley Water Company and High Valleys Water District
 - Continue post-grant application support to Cabazon Water District
 - Preliminary grant application support for Banning Heights Mutual Water Company



Recommendation

Authorize the General Manager to execute a contract with the California Rural Water Association (CRWA) to provide technical, managerial, and financial assistance to small water systems in our service area for a total amount not to exceed \$155,000.



Questions

