

**Borrego Springs Watermaster
Regular Board Meeting
February 8, 2024 @ 4:30 p.m.
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Instructions for Public Comment

The public may address the Board on items within the Watermaster’s Jurisdiction that are included or not included on the meeting agenda.

To address the Board on items that are not included on the meeting agenda, the public may request to speak during **Agenda Item II – Public Correspondence**. Comments may be limited to three minutes per speaker.

To address the Board on items that are included on the meeting agenda, the Board Chairperson will call for public comments immediately following the agenda item’s staff report presentation and prior to Board discussion.

AGENDA

Items with supporting documents in the Board Package are denoted with a page number.

I. OPENING PROCEDURES (Chair)

- A. Call to Order and Begin Meeting Recording
- B. Pledge of Allegiance
- C. Roll Call
- D. Approval of Agenda

II. PUBLIC CORRESPONDENCE/COMMENT (Chair)

The Board may direct staff to include topics brought forward during Public Correspondence and Comment on a future meeting agenda. No action or discussion is otherwise taken by the Board. Written correspondence received between January 4, 2024 and February 1, 2024.

- A. Correspondence Received
 - i. February 1, 2024 Letter from Elena ThompsonPage 4
 - ii. February 1, 2024 Letter from Borrego Water District.....Page 6
- B. Public Comment

III. **CONSENT CALENDAR (Chair)**

Action Item: All items may be approved with a single motion

- A. Approval of Minutes: Regular Meeting – January 11, 2024 **Page 13**
- B. Approval of January 2024 Financial Report **Page 18**
- C. Receive and file September 2023 Watermaster Staff Invoices – Land IQ..... **Page 39**
- D. Receive and file October 2023 Watermaster Staff Invoices – Land IQ **Page 66**
- E. Receive and file November 2023 Watermaster Staff invoices
 - i. November 2023 RWG Invoice..... **Page 91**
 - ii. November 2023 West Yost Invoice
 - a. Technical and Administrative Services (not grant reimbursable) **Page 97**
 - b. Grant Component 7 – Monitoring and Reporting **Page 111**
 - c. Grant Component 6 – Biological Restoration Study **Page 122**
- F. Receive and file December 2023 Watermaster Staff invoices
 - i. December 2023 RWG Invoice **Page 126**
 - ii. December 2023 West Yost Invoice
 - a. Technical and Administrative Services (not grant reimbursable) **Page 133**
 - b. Grant Component 7 – Monitoring and Reporting **Page 140**
 - c. Grant Component 6 – Biological Restoration Study **Page 147**

IV. **ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION**

- A. Hearing to Review the 2023 Draft Annual Report to the DWR (ADAMS) **Page 151**
Recommendation: Conduct Hearing to receive comments and provide direction to staff, if needed, based on comments received
- B. Approve Contractor for Sand Fence Construction for Biological Restoration Project (MALONE) **Page 154**
Recommendation: Approve the contract and appoint a subcommittee to approve the selected contractor.
- C. Fall 2023 Semi-Annual Monitoring Report (SALBERG) **Page 171**
Recommendation: Board discussion
- D. Status Update on the Redetermination of the Sustainable Yield (MALONE) **Page 206**
Recommendation: Authorize the Technical Consultant to call ad-Hoc TAC meetings during the Redetermination of the Sustainable Yield.

V. **REPORTS**

- A. Legal Counsel Report – *verbal*
 - i. Status update on the consideration of Judgment Amendment or Policy to Clarify Carryover Provisions

- B. Technical Consultant Report – *verbal*
- C. Executive Director Reports – *verbal*
 - ii. Prop 68 grant update
 - iii. Upcoming Watermaster activities and deadlines
- D. Chairperson’s Report – *verbal*

VI. APPROVAL OF AGENDA ITEMS FOR MARCH 14, 2024 BOARD MEETINGPage 210
Recommendation: Develop and approve agenda for March 14, 2024 Regular Board meeting.

VII. BOARD MEMBER COMMENTS

- VIII. NEXT MEETINGS OF THE BORREGO SPRINGS WATERMASTER**
- A. Regular Board Meeting – Thursday, March 14, 2024 at 4:30 pm
 - B. Regular Board Meeting – Thursday, April 11, 2024 at 4:30 pm

IX. ADJOURNMENT

Lauren Salberg

From: Elena Thompson <elenathompson@cox.net>
Sent: Thursday, February 1, 2024 8:30 AM
To: Lauren Salberg; BorregoSprings WM
Subject: FEB 8, 2024 Watermaster Board Meeting - Public Comment

Follow Up Flag: Follow up
Flag Status: Flagged

EXTERNAL [This message has originated from outside of West Yost. Please use caution!] **EXTERNAL**

Hello Watermaster Board,

Please confirm receipt of my public comment and include it as part of the public record, thank you.

I would like to inquire what the Borrego Springs “adjudication” strategy, requirements, and timeline is for property owners to remove dead plant and tree material on their properties?

It has come to our attention that there are many parcels throughout the north end of the valley with dead trees. I would encourage this Board to drive north on Di Giorgio Road and also Henderson Canyon Road x Di Giorgio for a harsh glimpse of what this correspondence is about.

We would like to understand what timetable and “best practices” are in place to remedy the issue.

This existing visual blight causes the following major issues and problems for the community of Borrego Springs and the residents, visitors:

1. Seeing hundreds of dead and dying palm and fruit trees is harmful to the community economic development. Visitors regularly inquire what is going on to cause this kind of blight, and are troubled by how unattractive it is.
2. The aesthetics of the dead trees is also problematic for residents, who have to see the degradation of their environment and open space, view corridors, on a daily basis.

3. The fire risks of this dead and dying debris cannot be underestimated. In addition to the fire risk, the heightened fire risks due to the huge quantity of fuel is highly problematic.
4. The health risks of dead plant material floating in the air is an issue for human health and air quality.
5. The financial impacts from the aesthetics of the dead orchards is harmful to property values.
6. The quality of life in Borrego is at risk from all of the above.

Please advise what can be done about this dire issue? Surely the adjudication is not silent on this matter, or is it? How can it be that properties can be purchased for water rights, and there is zero responsibility for the new owners to simply turn off the water and cause this visual harm?

Thank you.

Respectfully,

E Thompson

P.S. I will also be inquiring the County level what the environmental and fire safety enforcement policy may be in connection with this, as well as what grant funding may be available to assist property owners to remove dead and dying trees, if not addressed by the Borrego Water Master and Adjudication.



February 1, 2024

WEST YOST

Samantha Adams

23692 Birtcher Drive

Lake Forest, CA 92630

borregospringsWM@westyost.com

SUBJECT: Watermaster Use of Research Performed by Qualified External Sources

Ms. Samantha Adams,

BWD is encouraged by questions from Director Smith and responses from Technical Consultant Malone in the November 2023 Board meeting regarding the future use of the BWD/Interra Water Quality Data Analysis (Analysis). Specifically, Andy stated the Analysis will be considered as part of the Prop 68 funded, 5-year GMP Update as New Information.

The position expressed in November is different than before. In multiple past WM Board Meetings, the use of Best Available Science (BAS)/research generated by outside sources has been brought up by various BWD participants. In each occurrence, definitive statements by a WM Board Member and Counsel were made indicating that the Judgment somehow prevents the WM from considering or using research it does not produce. The attached Legal Opinion, referencing language from the Judgment and SGMA plus precedent from State and Federal Court rulings, stresses the importance of utilizing Best Available Science.

Just as important as the legal standards is understanding the practical aspects and benefits of accepting work done by qualified outside sources. Due to limitations on the Financial and Technical Resources in the Borrego Basin, it is inevitable that issues will get ignored or at a minimum not be addressed at the same level if the WM must be the originator, funder and responsible party to complete ALL technical work performed in the Basin.

The Borrego Basin is relatively small with a low number of pumpers and annual acre feet pumped which limit the Basin's financial resources. As a side effect of the financial limitations, there are a lack of technical resources that impact the TAC/WMs ability to conduct work. The TAC already seems to have a full plate with overflowing Agendas and FYI Only sections that are impacted by the volume of the overall workload and limits on meeting duration/frequency.

Fortunately, the Proposition 68 Grant provided the Watermaster and other Basin stakeholders with outside financial and technical resources to study SGMA mandated issues ranging from Sustainable Yield Redetermination, GMP Review, WQ Network Expansion, Farmland Fallowing, GDE impacts and others. To date, these activities are virtually the only significant studies undertaken by the WM and they were all

Grant funded. Would these studies have been done at all or at the same level of intensity if expenses were not being reimbursed? Outside assistance is critical.

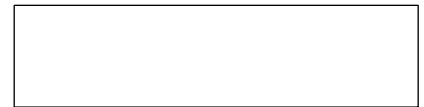
As previously mentioned, furthering the evaluation of GDEs, a SGMA mandated Sustainability Indicator, is being studied by the University of California under the Prop 68 Grant. BWD is hopeful that this important work done by a qualified research Organization (UC) will receive the attention it deserves in the future by the WM TAC and Board. The data collected, analysis completed and recommended actions from UC work deemed viable by the TAC should then be considered by the WM Board.

Once again, BWD is encouraged by recent comments on the future use of BWD/Intera's Analysis and feels the same general concept should be applied to all best available science, including all of the ongoing Prop 68 Studies, whether originated and managed by the WM or not.

Sincerely

A handwritten signature in cursive script, appearing to read "Kathy Dice".

Kathy Dice, President



Memorandum

To: Borrego Water District
From: Legal Counsel
Date: January 29, 2024
Re: Best available science

File No.: 31000.00009

I. Issue

Borrego Water District (District) has asked whether the court-appointed watermaster (Watermaster) for the Borrego groundwater basin is required to consider or rely exclusively on scientific information, if any, prepared at the behest of or commissioned by the Watermaster for purposes of implementing the stipulated judgment for the basin (Judgment).

II. Short Answer

The Watermaster may not categorically refuse to consider available scientific information that was prepared by someone other than the Watermaster or that was not prepared on the Watermaster's behalf. The Watermaster has a duty under the Judgment to "rely on and use" the best available science in implementing the Judgment, regardless of source. This duty is underscored by the Legislature's policy in adopting SGMA that groundwater management be performed according to the "best available science." Under federal law, which strongly influences how state law is interpreted in this instance, the "best available science" standard likely requires the Watermaster to consider any available scientific information that is better than any other information it would otherwise rely on in making decisions. In a circumstance where scientific information—whether in the form of raw data or studies interpreting data—is available and the Watermaster has not prepared its own analysis or data on the same subject, and thus has no information of its own on which it could rely that is better than the available scientific data, the Watermaster likely has a duty to consider that information, even if the Watermaster ultimately discounts the information. Further, the Watermaster's failure to consider available scientific information could be deemed legally "arbitrary" and expose the Watermaster to liability for violating its duty to consider the best available records and data in implementing the Judgment.

III. Analysis

A. The Watermaster has a duty to rely on and use the best available science regardless of its source.

The Watermaster has a duty to rely on and use the "best available records and data," regardless of its source, in implementing the Judgment. Section IV.E(9) of the Judgment provides as follows:

The Watermaster **shall use, among other available data, BVHM runs and best available records and data to support the implementation of this Judgment.** Where actual records of data are not available, Watermaster shall rely on and use sound scientific and engineering estimates for the BVHM runs. Watermaster may use preliminary records of measurements, and, if revisions are subsequently made, Watermaster may reflect such revisions in subsequent accounting.¹

In addition, the Judgment requires the Watermaster to operate pursuant to the rules and regulations that were attached to the Judgment and adopted by the Court. (Judgment, Section IV(D).) Under section 2.6.1 of the Rules and Regulations, the Watermaster must “rely on and use the best available science, records, and data to implement the Judgment and these Rules and Regulations, consistent with the provisions of Section IV.E(9) of the Judgment.” Accordingly, the Judgment, by its direct terms and by directing the Watermaster to operate pursuant to the Rules and Regulations, requires the Watermaster to rely on and use the best available science, records, and data in implementing the Judgment.

SGMA also imposes a “best available science” standard in the management of groundwater resources. In a recent decision, the Sixth District Court of Appeal explained that “[i]n enacting SGMA, the Legislature intended to implement the following policy, as stated in [Water Code] section 113: ‘It is the policy of the state that groundwater resources be managed sustainably for long-term reliability and multiple economic, social, and environmental benefits for current and future beneficial uses. Sustainable groundwater management is best achieved locally through the development, implementation, and updating of plans and programs based on the best available science.’” (*City of Marina v. Cnty. of Monterey* (2023) 97 Cal.App.5th 17, 315 Cal. Rptr. 3d 230, 234.) The Judgment has been deemed by the Court to be compliant with SGMA. (Judgment, section II.F.) Thus, the Judgment must be implemented based on the best available science consistent with SGMA, including how that science may be improved over time.

B. The Watermaster’s duty to rely on and use “best available science” requires it to meaningfully consider available studies.

Neither the Judgment, SGMA, nor Water Code section 113 define “best available science.” However, state agencies have made clear proclamations about what constitutes “best available science.” For instance, the Delta Stewardship Council has made clear what constitutes “best available science”:

Best available science is specific to the decision being made and the time frame available for making that decision. Best available science is developed and presented in a transparent

¹ Section IV.E(9) imposes two obligations on the Watermaster regarding the information it is required to use: the “best available records and data” as well as “other available data.” As discussed in greater detail herein, the applicable standard to which the Watermaster will be held is likely to be the “best available science” standard, which requires the Watermaster to consider available information even if the Watermaster ultimately discounts it. Thus, Section IV.9(E) probably requires the Watermaster to use the best available science.

manner consistent with the scientific process (Sullivan et al. 2006), including clear statements of assumptions, the use of conceptual models, description of methods used, and presentation of summary conclusions. Sources of data used are cited and analytical tools used in analyses and syntheses are identified. Best available science changes over time, and decisions may need to be revisited as new scientific information becomes available. Ultimately, best available science requires scientists to use the best information and data to assist management and policy decisions. The processes and information used should be clearly documented and effectively communicated to foster improved understanding and decision making.

Delta Plan, Appendix 1A, available at <https://deltacouncil.ca.gov/pdf/delta-plan/2015-appendix-1a.pdf>

Similarly, the Department of Water Resources has made the importance of a multi-disciplinary scientific approach clear:

Science is integral to our policy and management decisions. We utilize a wide range of applied science specialties to develop solutions to the complexities of sustainable water management in California, including chemists, botanists, statisticians, ecologists, hydrologists, geologists, anthropologists, and modelers. We carefully consider the best available science when we address mandates to balance human needs with environmental protection.

Department of Water Resources, Science, available at <https://water.ca.gov/What-We-Do/Science>.

Further, California courts have looked to federal case law to define a California public entity's duties with respect to considering "best available science." (*Cnty. of Butte v. Dep't of Water Res.* (2023) 90 Cal.App.5th 147, 169.) Indeed, federal cases provide substantive interpretations of "best available science" that a court could, and likely would, apply to the Watermaster.

Federal case law indicates that "best available science" includes both raw data as well as studies that interpret and apply data. (*Natural Resources Defense Council v. Kempthorne* (E. D. Cal. 2007) 506 F.Supp.2d 322, 388 [finding that federal agencies did not consider best available science by disregarding both trawling data and studies suggesting climate change could impact water availability in the Western United States]; *Pac. Coast Fed.*, *supra*, at 1184 [finding that "data" included predictive studies related to climate change impacts].) Indeed, data and studies produced by "trained research personnel" or agencies with "pertinent experience" qualify for consideration under the best available science standard. (See, e.g., *Am. Tunaboat Assn. v. Baldrige* (9th Cir.1984) 738 F.2d 1013, 1016–17; *Sierra Club v. U.S. Army Corps of Eng'rs* (2d Cir.1983) 701 F.2d 1011, 1030.) Scientific information that has been independently peer reviewed or was prepared by a science advisory board may likewise qualify as best available science. (See, e.g., 36 C.F.R. § 291.11, subd. (b); 40 C.F.R. § 702.33.) Moreover, the "best available science"

standard requires an agency, or here the Watermaster, to meaningfully consider such information—it cannot simply ignore it.

In particular, under the federal standard for “best available science,” “an agency must not disregard available scientific evidence that is in some way better than the evidence it relies on.” (*San Luis & Delta-Mendota Water Auth. v. Locke* (9th Cir. 2014) 776 F.3d 971, 995; *Kern Cnty. Farm Bureau v. Allen* (9th Cir. 2006) 450 F.3d 1072, 1080.) More broadly, an agency complies with the best available science standard “so long as it does not ignore available studies, even if it disagrees with or discredits them.” (*San Luis & Delta-Mendota Water Auth.*, *supra*, at 995; *Pac. Coast Fed. of Fishermen's Associations v. Gutierrez* (E.D. Cal. 2008) 606 F.Supp.2d 1122, 1184 [“[A]n agency may not entirely fail to develop appropriate projections where data was available but was simply not analyzed”].) Put simply, the Watermaster “cannot ignore” available information. (*Conner v. Burford* (9th Cir. 1988) 848 F.2d 1441, 1454 [federal agency “cannot ignore available biological information”]; *Heartwood, Inc. v. U.S. Forest Serv.* (8th Cir. 2004) 380 F.3d 428, 436 [“All that is required of the agencies is to seek out and consider all existing scientific evidence relevant to the decision at hand. They cannot ignore existing data.”].) Therefore, an agency must “meaningfully discuss” available scientific information—including studies, not only raw data—and may only “rationally discount” them if, for example, they are “inconclusive in nature.” (*Natural Resources Defense Council*, *supra*, 506 F.Supp.2d at 369.) Failing to consider available information altogether may be deemed arbitrary. (*Id.*) The bottom line is that the Watermaster only meets its duty to use the best available science if it meaningfully discusses available information, even if it ultimately discounts or discredits certain information in favor of other information. It cannot simply ignore that information.²

C. The Watermaster cannot ignore available studies simply because it wishes to prepare its own studies, if any.

We understand that there may be an opinion that Watermaster needs to consider or rely exclusively on scientific information that the Watermaster or its consultants prepare or that have been prepared on behalf of the Watermaster. The “best available science” standard does not support that position. In *County of Butte*, the Sixth District Court of Appeal held that, consistent with federal law, an agency “does not necessarily need to conduct a study or build a model” to satisfy the best available science standard; instead, it “at least must consider the best available

² We also note that, to the extent the Watermaster is considering wholly disregarding data collected as part of any of the work plans for the Proposition 68 grant for the Borrego Subbasin, such disregard could create concerns with respect to compliance with the Proposition 68 grant and subgrant agreements. The DWR-BWD grant agreement, which is incorporated into each of the grant subagreements, makes clear that data collected with grant funding is part of the public domain (BWD-WM Subgrant Agreement, para. 23) and needs to comply with / be submitted to the state in compliance with Water Code, section 12406 and the related Protocols for Assembly Bill 1755 (Open and Transparent Water Data Act) (Subgrant Agreement, para. 17(b)). In turn, the State makes such data available on a variety of portals for public use. The suggestion that data collected through state grant funding that is part of the public domain and made available through various state data portals can be unilaterally ignored without any consideration or review by the Watermaster does not appear consistent with the language and intent of the grant agreements.

science on the topic.” (*County of Butte, supra*, at 169.) Accordingly, there is no requirement that the Watermaster conduct its own studies or modeling—except as may be provided for in the Judgment—to satisfy its duty to rely on and use the best available science.

More problematically, the position advanced by some associated with the Watermaster, which rejects the need to consider any scientific information that Watermaster has not prepared on its own or that has been prepared at its behest, threatens to violate the Watermaster’s duty to rely on and use best available science, whatever the source. For example, if the Watermaster has a duty to consider best available science—which includes meaningfully discussing available scientific information on the topic—but fails to do so, it may be subject to legal challenge. For example, writs of mandate are available to compel an “inferior tribunal” to perform a ministerial duty, such as an obligation prescribed by a judgment. (*Eberle v. Hubbard* (1912) 18 Cal.App. 704, 707.) The Watermaster is likely an “inferior tribunal” because it is an “arm of the court” (*Water Replenishment Dist. of Southern California v. City of Cerritos* (2012) 202 Cal.App.4th 1063, 1072), and watermasters have been ordered by courts to implement their respective judgments (e.g., *Dow v. Lassen Irrigation Co.* (2022) 75 Cal. App. 5th 482, 489).

It cannot be reasonably argued that best available science collected and analyzed by qualified scientists can be disregarded on its face because the work was not commissioned or authorized by the Watermaster itself. That is tantamount to asserting that if a hydrogeologist Albert Einstein or Stephen Hawking conducted a study of the Basin, such work would have to be disregarded unless it was specifically authorized by the Watermaster, even if such studies were completed before the Watermaster was even established. Further, it would likely also mean that any data collected and scientific work undertaken by DWR, USGS, the County of San Diego or any other party, even including any work conducted by any individual member of the TAC³, would also have to be disregarded.

IV. Conclusion

The Watermaster has a duty to rely on and use the best available science, regardless of its source. Where scientific information is available to the Watermaster that is better than the information the Watermaster possesses or would otherwise use, the Watermaster must meaningfully consider that information, even if it ultimately discounts it. Such information includes both raw data as well as studies interpreting data, including predictive studies.

³ Individual TAC scientists do not work for the Watermaster (and would likely have a conflict of interest if they did); rather, they work for their respective clients and solely provide a review function as TAC members for the Watermaster Board.

MINUTES
BORREGO SPRINGS WATERMASTER BOARD MEETING
Conducted Virtually via GoToMeeting
Thursday, January 11, 2024 4:30 p.m.

The following individuals were present at the meeting:

Directors Present	Chair Dave Duncan – Borrego Water District (BWD)
	Vice Chair Tyler Bilyk – Agricultural Sector
	Secretary and Treasurer Shannon Smith – Recreational Sector
	Mark Jorgensen – Community Representative
	Jim Bennett – County of San Diego
Watermaster Staff Present	James M. Markman, Legal Counsel (arrived at 4:47pm)
	Samantha Adams, Executive Director, West Yost
	Andrew Malone, Lead Technical Consultant, West Yost
	Lauren Salberg, Staff Geologist, West Yost
Others Present	Diane Johnson, BWD Board Member
	Ethan Steiner, County of San Diego
	Geoff Poole, BWD General Manager
	Jessica Clabaugh, BWD Finance Office
	Jim Dax, Board Alternate – Community Representative
	Kathy Dice, Board Alternate - BWD
	Leanne Crow, Board Alternate – County of San Diego
	Steve Anderson, BB&K, representing BWD
	Tammy Baker, BWD Board Member
	Travis Huxman, UCI
	Trey Driscoll, Intera, TAC Member representing BWD
	William Bauer

Please visit the [Watermaster's Website](https://borregospringswatermaster.com/past-watermaster-meetings/)¹ to access the Agenda Packet, recording, and presentation for the January 11, 2024 Meeting.

I. Opening Procedures

- A. Chair Duncan called the meeting to order at 4:39 PM at which time the meeting recording was started.
- B. Chair Duncan led the meeting participants in the Pledge of Allegiance.
- C. Samantha Adams, Executive Director (ED) called roll and confirmed that a quorum of all members of the Board were present.
- D. Approval of Agenda.

Motion: Motioned by Vice Chair Bilyk, seconded by Director Bennett to approve the Agenda. *Motion carried unanimously by voice vote (5-0-0).*

¹ <https://borregospringswatermaster.com/past-watermaster-meetings/>

II. Public Correspondence

- A. Correspondence Received. No correspondence was received.
- B. Public Comments. Chair Duncan called for public comments. There were no public comments.

III. Consent Calendar. Chair Duncan called for any discussion on the Consent Calendar items included in the January 11, 2024 agenda package. Discussion included:

- Director Smith thanked the Watermaster Board and the Borrego Water District (BWD) for ensuring the DWR grant reimbursement check was deposited.
- Clarification that Agenda Item III.F is the Transfer of *Carryover* – W. Bauer to BWD, not the Transfer of BPA as listed on the agenda. The name on the agenda is incorrect; however, the Transfer form in the agenda package is correct. The Transfer form finalizes the Transfer of Carryover between W. Bauer and BWD, as discussed at the November 2023 Board meeting. For the purposes of Water Rights Accounting, the Transfer is shown as occurring in WY 2023 although the solution and formal documentation occurred after WY 2023.
- Confirmation that there were no penalties given to Parties who Transferred Carryover in WY 2023 (including the Borrego Springs Unified School District), following the solutions to the Water Rights Accounting discussed at the November 2023 Board meeting.

Motion: Motioned by Vice Chair Bilyk, seconded by Director Smith, to approve the Consent Calendar. *Motion carried unanimously by roll-call vote (5-0-0).*

IV. Items for Board Consideration and Possible Action

- A. *Water Year 2023 Annual Report Status.* ED Adams provided a status update on the progress and schedule to complete the Water Year (WY) 2023 Annual Report. At the conclusion of the presentation, Chair Duncan opened the floor to public comment, followed by Board discussion. There were no public comments. The key topics of discussion included:

- There was no unresolved Overproduction in WY 2023.
- Director Smith confirmed the timeline for receiving and reviewing the WY 2023 financial audit, which will not be available before the draft Annual Report is published is acceptable given new auditor was hired to perform the work this year.

No Board action was taken.

- B. *Watermaster Budget Status Report as of December 31, 2023.* ED Adams provided a summary of the memo included in the Agenda package. At the conclusion of the presentation, Chair Duncan opened the floor to public comment, followed by Board discussion. There were no public comments or Board discussion.

No Board action was taken.

- C. *Status Update on the Redetermination of the Sustainable Yield.* Mr. Malone provided a status update on the Redetermination of the Sustainable Yield, as summarized in the Agenda package memo. At the conclusion of the presentation, Chair Duncan opened the floor to public comment, followed by Board discussion. Public comment was made by Steve Anderson and Jim Dax. The key topics of discussion included:

- More TAC meetings may be warranted if the TAC takes on additional responsibilities or for the timely resolution of differences of opinion, including consideration of how the Board could authorize additional TAC meetings, if necessary, the procedures for meetings (based on Judgement and TAC guidelines), and how to address cost implications.
- Clarifications on the TAC guidelines² for situations when the Technical Consultant has a conversation with a TAC member outside of TAC meetings.
- Concern that the TAC schedule is already strained on time and that additional formal meetings may not be the solution.
- Clarification about technical items described in the memo, including confirmation that the statement on page 86 of 103 of the Agenda package is correct: “These updates improved the ability of the FMP to estimate groundwater pumping in WY 2021 and 2022.” Mr. Malone described that under Task 2 of the revised scope of work to redetermine the Sustainable Yield, the model’s ability to estimate pumping improved through updating the water use factors. The updated model developed in Task 2 was not used in Task 3, because the objective of Task 3 was to quantify the influence of errors in the model on the original water budget. In Task 4, the improvements made in Task 2 and Task 3 will be combined into a version of the model to calibrate. The water use factors may be adjusted in Task 4 during model recalibration, but within reasonable bounds.
- The Board-approved scope of work for the Sustainable Yield included using the Farm Process (FMP) in the model to redetermine the Sustainable Yield.

The Board directed staff to include a status update on the Redetermination of Sustainable Yield each month until completion of the project.

D. Status Update on the Five-Year Assessment of the GMP. Mr. Malone provided a status update on the five-year assessment of the Groundwater Management Plan (GMP), as summarized in the Agenda package memo. At the conclusion of the presentation, Chair Duncan opened the floor to public comment, followed by Board discussion. Public comment was made by Trey Driscoll. The key topics of discussion included:

- The Court’s role in updating the GMP. Director Smith requested that Watermaster staff and legal counsel meet to discuss the Court’s role with the potential update of the GMP.
- SGMA’s guidelines for GMP updates do not mandate that a 5-year assessment of the GMP must result in an update to the GMP, but provide flexibility to plan managers to determine if an update to the GMP is necessary. If the GMP is updated, the DWR requires a redline version.
- The schedule presented in the Agenda package assumes that updates will be made to the GMP so show how grant funding may be utilized if the Watermaster elects to make updates. The TAC should consider the criteria that would warrant an update to the GMP based on the findings of the 5-year Assessment Report.

² Available on the Watermaster’s website at: <https://borregospringswatermaster.com/wp-content/uploads/2023/03/Resolution-23-01-Guidelines-for-TAC-Process-Executed.pdf>

- The purpose of Section 4.4 is to identify studies and new information available. The Groundwater Dependent Ecosystem (GDE) project is listed as an example of “Other Studies” included in Section 4.4 of draft outline of the 5-Year Assessment Report (page 97 of 103 of the Agenda package), but it is not expected the work to be complete enough to analyze as part of the 5-year assessment. Its listing would be an indication of the need to consider the work before or during the next 5-year assessment.
- OpenET data is an example of additional data that could be included in Section 4.3 – *Other information not regularly collected by the Watermaster* of the 5-Year Assessment Report.
- Request to include the public review process in the proposed schedule once the Court’s role and DWR review process for update’s is clarified. These items would likely not be completed within the grant funding timeline, which expires in March 2025.

No Board action was taken.

V. Reports.

A. Legal Counsel Report. Mr. Markman reported on the following items:

- A Status Conference was held on December 15, 2023 with the new Judge, Judge McCormick.
- Upcoming Legal activities include:
 - February 28, 2024 - Hearing date for T2 Palms intervening as a Party to the Judgment.
 - March 21, 2024 – Hearing date for the motion to amend the Judgment to allow a Community Representative on the TAC. The notice has been served to all Parties to the Judgment, who may submit comments or opposition until March 8, 2024. If opposition is received, responses to the opposition are due on March 14, 2024.
 - April 25, 2024 - Status Conference.
- Status update on the language regarding Carryover Transfers in the Judgment.
- Mr. Markman confirmed he received and reviewed the credentials for the candidate for the Community Representative TAC member and believes that the candidate meets the Judgment criteria for TAC membership. He suggested that Director Jorgensen write a short letter to the Watermaster appointing the representative that can be received and filed at a Board meeting following the approval of the Judgment amendment by the Court.

B. Technical Consultant Report. Mr. Malone provided a status update on the Biological Restoration of Fallowed Lands project (see slide 34 of the [Board presentation slides](#)). Key topics following the presentation included:

- Concern about groundwater quality in the Basin. Mr. Malone described that he is comfortable with the Watermaster’s approach to addressing water quality, which is to develop a Groundwater Quality Monitoring Plan (completed in Spring 2023), expand the monitoring program, analyze new data as part of the 5-year assessment of the GMP, and identify recommended actions based on the results. This is consistent with approaches in other Basins and is appropriate given that changes in groundwater quality occur over the period of years to decades.

C. Executive Director Reports. ED Adams reported on the following items:

- Prop 68 Grant Updates:
 - The first DWR grant reimbursement check was received at the end of December 2023.
 - DWR has performed a preliminary review of the two subsequent grant reimbursement reports (Q2 and Q3). It is anticipated that DWR will provide additional feedback on the Q2 grant reimbursement report in January 2024.
 - The next grant reimbursement request is due on February 15, 2024.
 - The financial model assumes the next DWR grant reimbursement will be received in March. The model assumes a delay in receiving DWR grant reimbursement dependent on when the last reimbursement was received.
- Meter accuracy tests are underway. Pumpers were notified that the accuracy tests are being funded by the Prop 68 Grant.

D. Chairperson's Report. NONE

VI. **Approval of Agenda Items for February 8, 2024 Board Meeting.** ED Adams reviewed the potential agenda items for the next Board meetings listed in the agenda package. The Board discussed items to be included on the February 8, 2024 Board meeting agenda, in addition to items listed in the Agenda package. Discussion included:

- Recommendation to add a standing formal business item specific to the status of the redetermination of the Sustainable Yield, instead of including it in the Technical Consultant's report.

Motion: Motioned by Director Smith seconded by Vice Chair Bilyk, to approve February 8, 2024 agenda presented on the meeting screen. *Motion carried unanimously by roll-call vote (5-0-0).*

VII. **Board Member Comments.** Chair Duncan called for comments.

- Chair Duncan reminded the group that the TAC is open to the public and that TAC meetings must be made publicly available.

VIII. **Next Meetings of the Borrego Springs Watermaster.** Chair Duncan reviewed the meetings listed in the agenda package.

IX. **Adjournment**

A. Chair Duncan adjourned the meeting at 6:49 PM.

Recorded by:
Lauren Salberg, Staff Geologist, West Yost

Attest:
Shannon Smith, Secretary and Treasurer of the Board

9:19 AM

02/02/24

Accrual Basis

Borrego Springs Watermaster
Profit & Loss for Fiscal Year 2023-2024
October 2023 through January 2024

	Oct 23	Nov 23	Dec 23	Jan 24	TOTAL
Ordinary Income/Expense					
Income					
DWR Grant Reimbursement ^t	0.00	0.00	624,880.37	0.00	624,880.37
Meter Read Reimbursement	6,468.96	0.00	0.00	0.00	6,468.96
Pumping Assessment	0.00	229,005.63	0.00	0.00	229,005.63
WY 2022 - Expected Grant Reimb [✓]	0.00	0.00	(235,348.89)	0.00	(235,348.89)
WY 2023 - Expected Grant Reimb [✓]	0.00	0.00	(389,487.97)	0.00	(389,487.97)
WY 2024 - Expected Grant Reimb	69,263.28	83,812.42	74,465.68	71,316.06	298,857.44
Total Income	75,732.24	312,818.05	74,509.19	71,316.06	534,375.54
Expense					
Bank Service Charges	0.00	0.00	0.00	25.00	25.00
Consult Serv Land IQ-Grant Reim ^{**}	16,663.20	14,023.42	19,137.73	17,592.06	67,416.41
Consult Serv WY-Grant Reim ^{**}	52,600.08	69,789.00	55,327.95	53,724.00	231,441.03
Consulting Services [*]	15,973.00	16,179.45	14,698.54	17,746.25	64,597.24
Consulting Services- Meter Read	1,304.75	(131.50)	36.25	88.00	1,297.50
Insurance	3,339.42	3,339.42	3,339.42	3,339.42	13,357.68
Interest Expense	6,909.54	7,121.26	12,009.27	5,498.76	31,538.83
Legal	4,500.00	15,442.50	9,047.50	15,409.39	44,399.39
Meter Read Expenses	1,688.68	0.00	0.00	0.00	1,688.68
Total Expense	102,978.67	125,763.55	113,596.66	113,422.88	455,761.76
Net Ordinary Income	(27,246.43)	187,054.50	(39,087.47)	(42,106.82)	78,613.78
Net Income	(27,246.43)	187,054.50	(39,087.47)	(42,106.82)	78,613.78

^{*} Represents Consulting services by West Yost that are not grant reimbursable.

^{**} Represents expenses that can be reimbursed with grant funding from DWR.

^t Reflects actual reimbursement received from DWR.

[✓] Reflects reversal of estimated reimbursement amounts in prior WYs.

Borrego Springs Watermaster
Balance Sheet for Fiscal Year 2023-2024
As of January 31, 2024

	Jan 31, 24
ASSETS	
Current Assets	
Checking/Savings	
US Bank	870,049.91
Total Checking/Savings	870,049.91
Accounts Receivable	
Accounts Receivable	83,575.55
Total Accounts Receivable	83,575.55
Other Current Assets	
Accrued Grant Reimburse 2023	261,195.99
Accrued Grant Reimburse 2024	298,857.44
Prepaid Expenses	13,357.66
Total Other Current Assets	573,411.09
Total Current Assets	1,527,036.55
TOTAL ASSETS	1,527,036.55
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	298,529.13
Total Accounts Payable	298,529.13
Other Current Liabilities	
Accrued Payables	94,184.25
Total Other Current Liabilities	94,184.25
Total Current Liabilities	392,713.38
Total Liabilities	392,713.38
Equity	
Retained Earnings	1,055,709.39
Net Income	78,613.78
Total Equity	1,134,323.17
TOTAL LIABILITIES & EQUITY	1,527,036.55

Item III.B

9:17 AM

02/02/24

Accrual Basis

**Borrego Springs Watermaster
Expense Distribution Detail**

January 2024

Page 20 of 211

Type	Date	Num	Memo	Account	Amount
Land IQ, LLC					
General Journal	01/01/2024	47R	Land IQ Estimate for December 1, 2023 to December 31, 2023	Consult Serv Land IQ-Grant Reim	(16,538.27)
Bill	01/31/2024	Land IQ Int 01-2024	Land IQ Interest 01-2024	Interest Expense	2,246.64
Bill	01/31/2024	5788	Services from December 1, 2023 to December 31, 2023	Consult Serv Land IQ-Grant Reim	17,655.58
General Journal	01/31/2024	52	Land IQ Estimate for January 1, 2024 to January 31, 2024	Consult Serv Land IQ-Grant Reim	16,474.75
Total Land IQ, LLC					19,838.70
RWG Law					
General Journal	01/01/2024	47R	RWG Law Estimate for December 1, 2023 to December 31, 2023	Legal	(5,500.00)
Bill	01/12/2024	245993	Services rendered through December 31, 2023	Legal	15,409.39
General Journal	01/31/2024	52	RWG Estimate for January 1, 2024 to January 31, 2024	Legal	5,500.00
Total RWG Law					15,409.39
West Yost & Associates					
General Journal	01/01/2024	47R	WY Estimate for December 1, 2023 to December 31, 2023	Consulting Services	(12,788.50)
General Journal	01/01/2024	47R	WY Estimate for December 1, 2023 to December 31, 2023	Consulting Services- Meter Read	(86.50)
General Journal	01/01/2024	47R	WY Estimate for December 1, 2023 to December 31, 2023	Consult Serv WY-Grant Reim	(48,370.75)
Bill	01/29/2024	2056797	West Yost Consulting Services December 1, 2023 to December 31, 2023	Consulting Services	12,288.00
Bill	01/29/2024	2056797	West Yost Consulting Services December 1, 2023 to December 31, 2023	Consulting Services- Meter Read	86.50
Bill	01/29/2024	2056799	West Yost Consulting Services December 1, 2023 to December 31, 2023	Consult Serv WY-Grant Reim	1,016.00
Bill	01/29/2024	2056798	West Yost Consulting Services December 1, 2023 to December 31, 2023	Consult Serv WY-Grant Reim	47,204.00
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2051477, As of 01/10/2024 and 01/31/2024	Interest Expense	1.68
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2051490, As of 01/10/2024 and 01/31/2024	Interest Expense	150.98
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2051750, As of 01/10/2024 and 01/31/2024	Interest Expense	65.80
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2051751, As of 01/10/2024 and 01/31/2024	Interest Expense	12.32
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2052416, As of 01/10/2024 and 01/31/2024	Interest Expense	1.39
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2052417, As of 01/10/2024 and 01/31/2024	Interest Expense	2.43
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2052418, As of 01/10/2024 and 01/31/2024	Interest Expense	0.76
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2052732, As of 01/10/2024 and 01/31/2024	Interest Expense	3.49
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2052733, As of 01/10/2024 and 01/31/2024	Interest Expense	12.23
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2052734, As of 01/10/2024 and 01/31/2024	Interest Expense	0.66
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2052909, As of 01/10/2024 and 01/31/2024	Interest Expense	3.72
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2052910, As of 01/10/2024 and 01/31/2024	Interest Expense	7.62
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2052911, As of 01/10/2024 and 01/31/2024	Interest Expense	0.22
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2053223, As of 01/10/2024 and 01/31/2024	Interest Expense	4.88
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2053224, As of 01/10/2024 and 01/31/2024	Interest Expense	5.37
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2053693, As of 01/10/2024 and 01/31/2024	Interest Expense	2.36
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2053694, As of 01/10/2024 and 01/31/2024	Interest Expense	9.02
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2053695, As of 01/10/2024 and 01/31/2024	Interest Expense	0.19
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2054209, As of 01/10/2024 and 01/31/2024	Interest Expense	4.80
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2054211, As of 01/10/2024 and 01/31/2024	Interest Expense	4.00
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2054212, As of 01/10/2024 and 01/31/2024	Interest Expense	0.46
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2054462, As of 01/10/2024 and 01/31/2024	Interest Expense	4.38
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2054463, As of 01/10/2024 and 01/31/2024	Interest Expense	5.61
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2054827, As of 01/10/2024 and 01/31/2024	Interest Expense	2.14
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2054828, As of 01/10/2024 and 01/31/2024	Interest Expense	3.87
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2054829, As of 01/10/2024 and 01/31/2024	Interest Expense	0.21
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2055144, As of 01/10/2024 and 01/31/2024	Interest Expense	1.50

9:17 AM

02/02/24

Accrual Basis

Borrego Springs Watermaster Expense Distribution Detail

January 2024

Type	Date	Num	Memo	Account	Amount
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2055147, As of 01/10/2024 and 01/31/2024	Interest Expense	12.00
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2055148, As of 01/10/2024 and 01/31/2024	Interest Expense	18.36
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2055426, As of 01/10/2024 and 01/31/2024	Interest Expense	122.55
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2055427, As of 01/10/2024 and 01/31/2024	Interest Expense	190.53
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2055428, As of 01/10/2024 and 01/31/2024	Interest Expense	25.25
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2056066, As of 01/31/2024	Interest Expense	290.19
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2056069, As of 01/31/2024	Interest Expense	931.53
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2055998, As of 01/31/2024	Interest Expense	13.61
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2056298, As of 01/31/2024	Interest Expense	169.10
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2056299, As of 01/31/2024	Interest Expense	643.34
Bill	01/31/2024	Interest Inv 01-2024	Invoice 2056300, As of 01/31/2024	Interest Expense	11.34
Bill	01/31/2024	Interest Jan24 Final	January 2024 Final Interest, Including Payments	Interest Expense	512.23
General Journal	01/31/2024	52	WY Estimate for January 1, 2024 to January 31, 2024	Consulting Services	18,246.75
General Journal	01/31/2024	52	WY Estimate for January 1, 2024 to January 31, 2024	Consulting Services- Meter Read	88.00
General Journal	01/31/2024	52	WY Estimate for January 1, 2024 to January 31, 2024	Consult Serv WY-Grant Reim	53,874.75
Total West Yost & Associates					74,810.37
TOTAL					110,058.46

Register: US Bank
From 01/01/2024 through 01/31/2024
Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
01/10/2024			-split-	Deposit		X	111,587.87	884,646.66
01/12/2024	2131	West Yost & Associates	Accounts Payable		50,463.52	X		834,183.14
01/12/2024	2132	RWG Law	Accounts Payable	Services rendered thr...	12,942.50			821,240.64
01/29/2024			-split-	Deposit		X	48,834.27	870,074.91
01/31/2024			Bank Service Charges	Service Charge	25.00	X		870,049.91

2020 Research Park Drive, Suite 100
Davis, CA 95618

To: Borrego Springs Watermaster
c/o West Yost Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Interest Schedule: 1/31/2024

Invoice No.	Invoice Date / Payment Date	Invoice Amount	Prime Rate (Plus 2%)	Interest Charge	Starting Balance	Ending Balance
2051477	11/4/2022	\$ 9,979.12				\$ 9,979.12
	12/5/2022		9.00%	\$ 76.28	\$ 9,979.12	\$ 10,055.40
	1/5/2023		9.50%	\$ 81.13	\$ 10,055.40	\$ 10,136.53
	2/5/2023		9.50%	\$ 81.79	\$ 10,136.53	\$ 10,218.32
	3/8/2023		9.75%	\$ 84.62	\$ 10,218.32	\$ 10,302.93
	4/8/2023		10.00%	\$ 87.50	\$ 10,302.93	\$ 10,390.44
	5/9/2023		10.00%	\$ 88.25	\$ 10,390.44	\$ 10,478.69
	6/9/2023		10.25%	\$ 91.22	\$ 10,478.69	\$ 10,569.91
	7/10/2023		10.25%	\$ 92.02	\$ 10,569.91	\$ 10,661.92
	8/10/2023		10.50%	\$ 95.08	\$ 10,661.92	\$ 10,757.00
	9/10/2023		10.50%	\$ 95.93	\$ 10,757.00	\$ 10,852.93
	10/11/2023		10.50%	\$ 96.78	\$ 10,852.93	\$ 10,949.72
	11/7/2023	\$ (9,979.12)	10.50%	\$ 85.05	\$ 970.60	\$ 1,055.65
	12/8/2023		10.50%	\$ 9.41	\$ 1,055.65	\$ 1,065.06
	12/28/2023	\$ (673.86)	10.50%	\$ 6.13	\$ 391.20	\$ 397.33
	1/10/2024	\$ (366.50)	10.50%	\$ 1.49	\$ 30.83	\$ 32.31
	1/29/2024	\$ (32.49)	10.50%	\$ 0.18	\$ (0.18)	\$ (0.00)
2051490	11/4/2022	\$ 49,960.75				\$ 49,960.75
	12/5/2022		9.00%	\$ 381.89	\$ 49,960.75	\$ 50,342.64
	1/5/2023		9.50%	\$ 406.19	\$ 50,342.64	\$ 50,748.83
	2/5/2023		9.50%	\$ 409.47	\$ 50,748.83	\$ 51,158.30
	3/8/2023		9.75%	\$ 423.63	\$ 51,158.30	\$ 51,581.93
	4/8/2023	\$ (5,360.00)	10.00%	\$ 438.09	\$ 46,221.93	\$ 46,660.02
	5/9/2023		10.00%	\$ 396.29	\$ 46,660.02	\$ 47,056.31
	6/9/2023		10.25%	\$ 409.65	\$ 47,056.31	\$ 47,465.96
	7/10/2023		10.25%	\$ 413.21	\$ 47,465.96	\$ 47,879.18
	8/10/2023		10.50%	\$ 426.98	\$ 47,879.18	\$ 48,306.15
	9/10/2023		10.50%	\$ 430.79	\$ 48,306.15	\$ 48,736.94
	10/11/2023		10.50%	\$ 434.63	\$ 48,736.94	\$ 49,171.56
	11/7/2023	\$ (8,020.88)	10.50%	\$ 381.92	\$ 41,150.68	\$ 41,532.61
	12/8/2023		10.50%	\$ 370.38	\$ 41,532.61	\$ 41,902.99
	12/28/2023	\$ (3,106.98)	10.50%	\$ 241.09	\$ 38,796.01	\$ 39,037.09
	1/10/2024	\$ (38,357.01)	10.50%	\$ 145.99	\$ 680.08	\$ 826.07
	1/29/2024	\$ (830.59)	10.50%	\$ 4.52	\$ (4.52)	\$ (0.00)

2020 Research Park Drive, Suite 100
Davis, CA 95618

To: Borrego Springs Watermaster
c/o West Yost Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Interest Schedule: 1/31/2024

Invoice No.	Invoice Date / Payment Date	Invoice Amount	Prime Rate (Plus 2%)	Interest Charge	Starting Balance	Ending Balance
2051750	12/9/2022	\$ 16,350.25				\$ 16,350.25
	1/9/2023		9.50%	\$ 131.92	\$ 16,350.25	\$ 16,482.17
	2/9/2023		9.50%	\$ 132.99	\$ 16,482.17	\$ 16,615.16
	3/12/2023		9.75%	\$ 137.59	\$ 16,615.16	\$ 16,752.75
	4/12/2023		10.00%	\$ 142.28	\$ 16,752.75	\$ 16,895.03
	5/13/2023		10.00%	\$ 143.49	\$ 16,895.03	\$ 17,038.52
	6/13/2023		10.25%	\$ 148.33	\$ 17,038.52	\$ 17,186.85
	7/14/2023		10.25%	\$ 149.62	\$ 17,186.85	\$ 17,336.47
	8/14/2023		10.50%	\$ 154.60	\$ 17,336.47	\$ 17,491.07
	9/14/2023		10.50%	\$ 155.98	\$ 17,491.07	\$ 17,647.05
	10/15/2023		10.50%	\$ 157.37	\$ 17,647.05	\$ 17,804.43
	11/15/2023		10.50%	\$ 158.78	\$ 17,804.43	\$ 17,963.20
	12/16/2023		10.50%	\$ 160.19	\$ 17,963.20	\$ 18,123.40
	12/28/2023	\$ (1,096.01)	10.50%	\$ 62.56	\$ 17,027.39	\$ 17,089.95
	1/10/2024	\$ (16,841.24)	10.50%	\$ 63.91	\$ 248.71	\$ 312.62
	1/29/2024	\$ (314.33)	10.50%	\$ 1.71	\$ (1.71)	\$ (0.00)
2051751	12/9/2022	\$ 20,238.00				\$ 20,238.00
	1/9/2023		9.50%	\$ 163.29	\$ 20,238.00	\$ 20,401.29
	2/9/2023		9.50%	\$ 164.61	\$ 20,401.29	\$ 20,565.90
	3/12/2023		9.75%	\$ 170.30	\$ 20,565.90	\$ 20,736.20
	4/12/2023		10.00%	\$ 176.12	\$ 20,736.20	\$ 20,912.32
	5/13/2023		10.00%	\$ 177.61	\$ 20,912.32	\$ 21,089.93
	6/13/2023		10.25%	\$ 183.60	\$ 21,089.93	\$ 21,273.53
	7/14/2023		10.25%	\$ 185.20	\$ 21,273.53	\$ 21,458.72
	8/14/2023		10.50%	\$ 191.36	\$ 21,458.72	\$ 21,650.09
	9/14/2023		10.50%	\$ 193.07	\$ 21,650.09	\$ 21,843.16
	10/15/2023		10.50%	\$ 194.79	\$ 21,843.16	\$ 22,037.95
	11/15/2023		10.50%	\$ 196.53	\$ 22,037.95	\$ 22,234.48
	12/16/2023		10.50%	\$ 198.28	\$ 22,234.48	\$ 22,432.76
	12/28/2023	\$ (19,729.63)	10.50%	\$ 77.44	\$ 2,703.13	\$ 2,780.57
	1/10/2024	\$ (2,472.73)	10.50%	\$ 10.40	\$ 307.84	\$ 318.24
	1/29/2024	\$ (319.98)	10.50%	\$ 1.74	\$ (1.74)	\$ 0.00

2020 Research Park Drive, Suite 100
Davis, CA 95618

To: Borrego Springs Watermaster
c/o West Yost Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Interest Schedule: 1/31/2024

Invoice No.	Invoice Date / Payment Date	Invoice Amount	Prime Rate (Plus 2%)	Interest Charge	Starting Balance	Ending Balance
2052416	12/31/2022	\$ 5,296.24				\$ 5,296.24
	1/31/2023		9.50%	\$ 42.73	\$ 5,296.24	\$ 5,338.97
	3/3/2023		9.75%	\$ 44.21	\$ 5,338.97	\$ 5,383.18
	4/3/2023		10.00%	\$ 45.72	\$ 5,383.18	\$ 5,428.90
	5/4/2023		10.00%	\$ 46.11	\$ 5,428.90	\$ 5,475.01
	6/4/2023		10.25%	\$ 47.66	\$ 5,475.01	\$ 5,522.68
	7/5/2023		10.25%	\$ 48.08	\$ 5,522.68	\$ 5,570.75
	8/5/2023		10.50%	\$ 49.68	\$ 5,570.75	\$ 5,620.43
	9/5/2023		10.50%	\$ 50.12	\$ 5,620.43	\$ 5,670.55
	10/6/2023		10.50%	\$ 50.57	\$ 5,670.55	\$ 5,721.12
	11/6/2023		10.50%	\$ 51.02	\$ 5,721.12	\$ 5,772.14
	12/7/2023		10.50%	\$ 51.47	\$ 5,772.14	\$ 5,823.62
	12/28/2023	\$ (5,642.85)	10.50%	\$ 35.18	\$ 180.77	\$ 215.95
	1/10/2024	\$ (120.95)	10.50%	\$ 0.81	\$ 95.00	\$ 95.81
	1/29/2024	\$ (96.33)	10.50%	\$ 0.52	\$ (0.52)	\$ (0.00)
2052417	12/31/2022	\$ 12,147.63				\$ 12,147.63
	1/31/2023		9.50%	\$ 98.01	\$ 12,147.63	\$ 12,245.64
	3/3/2023		9.75%	\$ 101.40	\$ 12,245.64	\$ 12,347.05
	4/3/2023	\$ (3,521.88)	10.00%	\$ 104.87	\$ 8,825.17	\$ 8,930.03
	5/4/2023		10.00%	\$ 75.84	\$ 8,930.03	\$ 9,005.88
	6/4/2023		10.25%	\$ 78.40	\$ 9,005.88	\$ 9,084.28
	7/5/2023		10.25%	\$ 79.08	\$ 9,084.28	\$ 9,163.36
	8/5/2023		10.50%	\$ 81.72	\$ 9,163.36	\$ 9,245.08
	9/5/2023		10.50%	\$ 82.45	\$ 9,245.08	\$ 9,327.52
	10/6/2023		10.50%	\$ 83.18	\$ 9,327.52	\$ 9,410.70
	11/6/2023		10.50%	\$ 83.92	\$ 9,410.70	\$ 9,494.63
	12/7/2023		10.50%	\$ 84.67	\$ 9,494.63	\$ 9,579.30
	12/28/2023	\$ (9,242.01)	10.50%	\$ 57.87	\$ 337.29	\$ 395.16
	1/10/2024	\$ (238.89)	10.50%	\$ 1.48	\$ 156.27	\$ 157.75
	1/29/2024	\$ (158.61)	10.50%	\$ 0.86	\$ (0.86)	\$ (0.00)

2020 Research Park Drive, Suite 100
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To: Borrego Springs Watermaster
c/o West Yost Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Interest Schedule: 1/31/2024

Invoice No.	Invoice Date / Payment Date	Invoice Amount	Prime Rate (Plus 2%)	Interest Charge	Starting Balance	Ending Balance
2052418	12/31/2022	\$ 2,888.00				\$ 2,888.00
	1/31/2023		9.50%	\$ 23.30	\$ 2,888.00	\$ 2,911.30
	3/3/2023		9.75%	\$ 24.11	\$ 2,911.30	\$ 2,935.41
	4/3/2023		10.00%	\$ 24.93	\$ 2,935.41	\$ 2,960.34
	5/4/2023		10.00%	\$ 25.14	\$ 2,960.34	\$ 2,985.48
	6/4/2023		10.25%	\$ 25.99	\$ 2,985.48	\$ 3,011.47
	7/5/2023		10.25%	\$ 26.22	\$ 3,011.47	\$ 3,037.69
	8/5/2023		10.50%	\$ 27.09	\$ 3,037.69	\$ 3,064.78
	9/5/2023		10.50%	\$ 27.33	\$ 3,064.78	\$ 3,092.11
	10/6/2023		10.50%	\$ 27.57	\$ 3,092.11	\$ 3,119.69
	11/6/2023		10.50%	\$ 27.82	\$ 3,119.69	\$ 3,147.51
	12/7/2023		10.50%	\$ 28.07	\$ 3,147.51	\$ 3,175.57
	12/28/2023	\$ (3,076.99)	10.50%	\$ 19.18	\$ 98.58	\$ 117.77
	1/10/2024	\$ (65.96)	10.50%	\$ 0.44	\$ 51.81	\$ 52.25
	1/29/2024	\$ (52.53)	10.50%	\$ 0.29	\$ (0.28)	\$ 0.00
2052732	1/31/2023	\$ 14,532.25				\$ 14,532.25
	3/3/2023		9.75%	\$ 120.34	\$ 14,532.25	\$ 14,652.59
	4/3/2023		10.00%	\$ 124.45	\$ 14,652.59	\$ 14,777.04
	5/4/2023		10.00%	\$ 125.50	\$ 14,777.04	\$ 14,902.54
	6/4/2023		10.25%	\$ 129.73	\$ 14,902.54	\$ 15,032.27
	7/5/2023		10.25%	\$ 130.86	\$ 15,032.27	\$ 15,163.14
	8/5/2023		10.50%	\$ 135.22	\$ 15,163.14	\$ 15,298.36
	9/5/2023		10.50%	\$ 136.43	\$ 15,298.36	\$ 15,434.79
	10/6/2023		10.50%	\$ 137.64	\$ 15,434.79	\$ 15,572.43
	11/6/2023		10.50%	\$ 138.87	\$ 15,572.43	\$ 15,711.30
	12/7/2023		10.50%	\$ 140.11	\$ 15,711.30	\$ 15,851.41
	12/28/2023	\$ (15,435.53)	10.50%	\$ 95.76	\$ 415.88	\$ 511.64
	1/10/2024	\$ (253.06)	10.50%	\$ 1.91	\$ 258.58	\$ 260.50
	1/29/2024	\$ (261.92)	10.50%	\$ 1.42	\$ (1.42)	\$ (0.00)

2020 Research Park Drive, Suite 100
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To: Borrego Springs Watermaster
c/o West Yost Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Interest Schedule: 1/31/2024

Invoice No.	Invoice Date / Payment Date	Invoice Amount	Prime Rate (Plus 2%)	Interest Charge	Starting Balance	Ending Balance
2052733	1/31/2023	\$ 50,983.50				\$ 50,983.50
	3/3/2023		9.75%	\$ 422.19	\$ 50,983.50	\$ 51,405.69
	4/3/2023		10.00%	\$ 436.60	\$ 51,405.69	\$ 51,842.28
	5/4/2023		10.00%	\$ 440.30	\$ 51,842.28	\$ 52,282.59
	6/4/2023		10.25%	\$ 455.14	\$ 52,282.59	\$ 52,737.73
	7/5/2023		10.25%	\$ 459.11	\$ 52,737.73	\$ 53,196.84
	8/5/2023		10.50%	\$ 474.40	\$ 53,196.84	\$ 53,671.24
	9/5/2023		10.50%	\$ 478.63	\$ 53,671.24	\$ 54,149.87
	10/6/2023		10.50%	\$ 482.90	\$ 54,149.87	\$ 54,632.77
	11/6/2023		10.50%	\$ 487.20	\$ 54,632.77	\$ 55,119.97
	12/7/2023		10.50%	\$ 491.55	\$ 55,119.97	\$ 55,611.52
	12/28/2023	\$ (54,152.52)	10.50%	\$ 335.95	\$ 1,459.00	\$ 1,794.95
	1/10/2024	\$ (887.82)	10.50%	\$ 6.71	\$ 907.13	\$ 913.85
	1/29/2024	\$ (918.84)	10.50%	\$ 4.99	\$ (4.99)	\$ 0.00
2052734	1/31/2023	\$ 2,763.00				\$ 2,763.00
	3/3/2023		9.75%	\$ 22.88	\$ 2,763.00	\$ 2,785.88
	4/3/2023		10.00%	\$ 23.66	\$ 2,785.88	\$ 2,809.54
	5/4/2023		10.00%	\$ 23.86	\$ 2,809.54	\$ 2,833.40
	6/4/2023		10.25%	\$ 24.67	\$ 2,833.40	\$ 2,858.07
	7/5/2023		10.25%	\$ 24.88	\$ 2,858.07	\$ 2,882.95
	8/5/2023		10.50%	\$ 25.71	\$ 2,882.95	\$ 2,908.66
	9/5/2023		10.50%	\$ 25.94	\$ 2,908.66	\$ 2,934.60
	10/6/2023		10.50%	\$ 26.17	\$ 2,934.60	\$ 2,960.77
	11/6/2023		10.50%	\$ 26.40	\$ 2,960.77	\$ 2,987.17
	12/7/2023		10.50%	\$ 26.64	\$ 2,987.17	\$ 3,013.81
	12/28/2023	\$ (2,934.74)	10.50%	\$ 18.21	\$ 79.07	\$ 97.28
	1/10/2024	\$ (48.12)	10.50%	\$ 0.36	\$ 49.16	\$ 49.52
	1/29/2024	\$ (49.79)	10.50%	\$ 0.27	\$ (0.27)	\$ 0.00

West Yost Associates

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c/o West Yost Associates
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Interest Schedule: 1/31/2024

Invoice No.	Invoice Date / Payment Date	Invoice Amount	Prime Rate (Plus 2%)	Interest Charge	Starting Balance	Ending Balance
2052909	2/28/2023	\$ 15,867.75				\$ 15,867.75
	3/31/2023		10.00%	\$ 134.77	\$ 15,867.75	\$ 16,002.52
	5/1/2023		10.00%	\$ 135.91	\$ 16,002.52	\$ 16,138.43
	6/1/2023		10.25%	\$ 140.49	\$ 16,138.43	\$ 16,278.92
	7/2/2023		10.25%	\$ 141.72	\$ 16,278.92	\$ 16,420.64
	8/2/2023		10.50%	\$ 146.44	\$ 16,420.64	\$ 16,567.07
	9/2/2023		10.50%	\$ 147.74	\$ 16,567.07	\$ 16,714.82
	10/3/2023		10.50%	\$ 149.06	\$ 16,714.82	\$ 16,863.88
	11/3/2023		10.50%	\$ 150.39	\$ 16,863.88	\$ 17,014.26
	12/4/2023		10.50%	\$ 151.73	\$ 17,014.26	\$ 17,165.99
	12/28/2023	\$ (16,770.28)	10.50%	\$ 118.52	\$ 395.71	\$ 514.23
	1/10/2024	\$ (219.41)	10.50%	\$ 1.92	\$ 294.82	\$ 296.74
	1/29/2024	\$ (298.36)	10.50%	\$ 1.62	\$ (1.62)	\$ 0.00
2052910	2/28/2023	\$ 32,523.25				\$ 32,523.25
	3/31/2023		10.00%	\$ 276.22	\$ 32,523.25	\$ 32,799.47
	5/1/2023		10.00%	\$ 278.57	\$ 32,799.47	\$ 33,078.05
	6/1/2023		10.25%	\$ 287.96	\$ 33,078.05	\$ 33,366.01
	7/2/2023		10.25%	\$ 290.47	\$ 33,366.01	\$ 33,656.47
	8/2/2023		10.50%	\$ 300.14	\$ 33,656.47	\$ 33,956.62
	9/2/2023		10.50%	\$ 302.82	\$ 33,956.62	\$ 34,259.43
	10/3/2023		10.50%	\$ 305.52	\$ 34,259.43	\$ 34,564.95
	11/3/2023		10.50%	\$ 308.24	\$ 34,564.95	\$ 34,873.20
	12/4/2023		10.50%	\$ 310.99	\$ 34,873.20	\$ 35,184.19
	12/28/2023	\$ (34,373.13)	10.50%	\$ 242.92	\$ 811.06	\$ 1,053.97
	1/10/2024	\$ (449.68)	10.50%	\$ 3.94	\$ 604.29	\$ 608.24
	1/29/2024	\$ (611.56)	10.50%	\$ 3.32	\$ (3.32)	\$ 0.00

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To: Borrego Springs Watermaster
c/o West Yost Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Interest Schedule: 1/31/2024

Invoice No.	Invoice Date / Payment Date	Invoice Amount	Prime Rate (Plus 2%)	Interest Charge	Starting Balance	Ending Balance
2052911	2/28/2023	\$ 921.00				\$ 921.00
	3/31/2023		10.00%	\$ 7.82	\$ 921.00	\$ 928.82
	5/1/2023		10.00%	\$ 7.89	\$ 928.82	\$ 936.71
	6/1/2023		10.25%	\$ 8.15	\$ 936.71	\$ 944.87
	7/2/2023		10.25%	\$ 8.23	\$ 944.87	\$ 953.09
	8/2/2023		10.50%	\$ 8.50	\$ 953.09	\$ 961.59
	9/2/2023		10.50%	\$ 8.58	\$ 961.59	\$ 970.17
	10/3/2023		10.50%	\$ 8.65	\$ 970.17	\$ 978.82
	11/3/2023		10.50%	\$ 8.73	\$ 978.82	\$ 987.55
	12/4/2023		10.50%	\$ 8.81	\$ 987.55	\$ 996.35
	12/28/2023	\$ (973.39)	10.50%	\$ 6.88	\$ 22.96	\$ 29.84
	1/10/2024	\$ (12.73)	10.50%	\$ 0.11	\$ 17.11	\$ 17.22
	1/29/2024	\$ (17.32)	10.50%	\$ 0.09	\$ (0.10)	\$ (0.00)
2053223	3/31/2023	\$ 21,997.75				\$ 21,997.75
	5/1/2023		10.00%	\$ 186.83	\$ 21,997.75	\$ 22,184.58
	6/1/2023		10.25%	\$ 193.13	\$ 22,184.58	\$ 22,377.71
	7/2/2023		10.25%	\$ 194.81	\$ 22,377.71	\$ 22,572.52
	8/2/2023		10.50%	\$ 201.30	\$ 22,572.52	\$ 22,773.81
	9/2/2023		10.50%	\$ 203.09	\$ 22,773.81	\$ 22,976.91
	10/3/2023		10.50%	\$ 204.90	\$ 22,976.91	\$ 23,181.81
	11/3/2023		10.50%	\$ 206.73	\$ 23,181.81	\$ 23,388.54
	12/4/2023		10.50%	\$ 208.57	\$ 23,388.54	\$ 23,597.12
	12/28/2023	\$ (23,113.89)	10.50%	\$ 162.92	\$ 483.23	\$ 646.14
	1/10/2024	\$ (240.86)	10.50%	\$ 2.42	\$ 405.28	\$ 407.70
	1/29/2024	\$ (409.93)	10.50%	\$ 2.23	\$ (2.23)	\$ (0.00)
2053224	3/31/2023	\$ 42,762.31				\$ 42,762.31
	5/1/2023		10.00%	\$ 363.19	\$ 42,762.31	\$ 43,125.50
	5/25/2023	\$ (12,549.56)	10.00%	\$ 283.56	\$ 30,575.94	\$ 30,859.50
	6/1/2023		10.25%	\$ 60.66	\$ 30,859.50	\$ 30,920.16
	7/2/2023		10.25%	\$ 269.17	\$ 30,920.16	\$ 31,189.34
	8/2/2023		10.50%	\$ 278.14	\$ 31,189.34	\$ 31,467.48
	9/2/2023		10.50%	\$ 280.62	\$ 31,467.48	\$ 31,748.10
	10/3/2023		10.50%	\$ 283.12	\$ 31,748.10	\$ 32,031.22
	11/3/2023		10.50%	\$ 285.65	\$ 32,031.22	\$ 32,316.87
	12/4/2023		10.50%	\$ 288.20	\$ 32,316.87	\$ 32,605.07
	12/28/2023	\$ (32,072.03)	10.50%	\$ 225.11	\$ 533.04	\$ 758.15
	1/10/2024	\$ (342.11)	10.50%	\$ 2.84	\$ 416.04	\$ 418.87
	1/29/2024	\$ (421.16)	10.50%	\$ 2.29	\$ (2.29)	\$ 0.00

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To: Borrego Springs Watermaster
c/o West Yost Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Interest Schedule: 1/31/2024

Invoice No.	Invoice Date / Payment Date	Invoice Amount	Prime Rate (Plus 2%)	Interest Charge	Starting Balance	Ending Balance
2053693	4/30/2023	\$ 12,763.44				\$ 12,763.44
	5/31/2023		10.00%	\$ 108.40	\$ 12,763.44	\$ 12,871.84
	7/1/2023		10.25%	\$ 112.06	\$ 12,871.84	\$ 12,983.90
	8/1/2023		10.50%	\$ 115.79	\$ 12,983.90	\$ 13,099.69
	9/1/2023		10.50%	\$ 116.82	\$ 13,099.69	\$ 13,216.51
	10/2/2023		10.50%	\$ 117.86	\$ 13,216.51	\$ 13,334.37
	11/2/2023		10.50%	\$ 118.91	\$ 13,334.37	\$ 13,453.28
	12/3/2023		10.50%	\$ 119.97	\$ 13,453.28	\$ 13,573.26
	12/28/2023	\$ (13,321.60)	10.50%	\$ 97.62	\$ 251.66	\$ 349.27
	1/10/2024	\$ (176.27)	10.50%	\$ 1.31	\$ 173.00	\$ 174.31
	1/29/2024	\$ (175.26)	10.50%	\$ 0.95	\$ (0.95)	\$ (0.00)
2053694	4/30/2023	\$ 51,120.65				\$ 51,120.65
	5/31/2023		10.00%	\$ 434.18	\$ 51,120.65	\$ 51,554.83
	6/16/2023	\$ (10,025.10)	10.25%	\$ 231.64	\$ 41,529.73	\$ 41,761.37
	7/1/2023		10.25%	\$ 175.91	\$ 41,761.37	\$ 41,937.28
	8/1/2023		10.50%	\$ 373.99	\$ 41,937.28	\$ 42,311.27
	9/1/2023		10.50%	\$ 377.32	\$ 42,311.27	\$ 42,688.59
	10/2/2023		10.50%	\$ 380.69	\$ 42,688.59	\$ 43,069.28
	11/2/2023		10.50%	\$ 384.08	\$ 43,069.28	\$ 43,453.37
	12/3/2023		10.50%	\$ 387.51	\$ 43,453.37	\$ 43,840.88
	12/28/2023	\$ (42,988.66)	10.50%	\$ 315.29	\$ 852.22	\$ 1,167.51
	1/10/2024	\$ (401.92)	10.50%	\$ 4.37	\$ 765.59	\$ 769.96
	1/29/2024	\$ (774.16)	10.50%	\$ 4.21	\$ (4.20)	\$ 0.00
2053695	4/30/2023	\$ 875.25				\$ 875.25
	5/31/2023		10.00%	\$ 7.43	\$ 875.25	\$ 882.68
	7/1/2023		10.25%	\$ 7.68	\$ 882.68	\$ 890.37
	8/1/2023		10.50%	\$ 7.94	\$ 890.37	\$ 898.31
	9/1/2023		10.50%	\$ 8.01	\$ 898.31	\$ 906.32
	10/2/2023		10.50%	\$ 8.08	\$ 906.32	\$ 914.40
	11/2/2023		10.50%	\$ 8.15	\$ 914.40	\$ 922.56
	12/3/2023		10.50%	\$ 8.23	\$ 922.56	\$ 930.78
	12/28/2023	\$ (913.51)	10.50%	\$ 6.69	\$ 17.27	\$ 23.97
	1/10/2024	\$ (7.70)	10.50%	\$ 0.09	\$ 16.27	\$ 16.36
	1/29/2024	\$ (16.45)	10.50%	\$ 0.09	\$ (0.09)	\$ (0.00)

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To: Borrego Springs Watermaster
c/o West Yost Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Interest Schedule: 1/31/2024

Invoice No.	Invoice Date / Payment Date	Invoice Amount	Prime Rate (Plus 2%)	Interest Charge	Starting Balance	Ending Balance
2054209	5/31/2023	\$ 23,130.59				\$ 23,130.59
	7/1/2023		10.25%	\$ 201.36	\$ 23,130.59	\$ 23,331.95
	8/1/2023		10.50%	\$ 208.07	\$ 23,331.95	\$ 23,540.02
	9/1/2023		10.50%	\$ 209.93	\$ 23,540.02	\$ 23,749.95
	10/2/2023		10.50%	\$ 211.80	\$ 23,749.95	\$ 23,961.75
	11/2/2023		10.50%	\$ 213.69	\$ 23,961.75	\$ 24,175.43
	12/3/2023		10.50%	\$ 215.59	\$ 24,175.43	\$ 24,391.02
	12/28/2023	\$ (23,975.34)	10.50%	\$ 175.41	\$ 415.68	\$ 591.10
	1/10/2024	\$ (165.18)	10.50%	\$ 2.21	\$ 425.92	\$ 428.13
	1/29/2024	\$ (430.47)	10.50%	\$ 2.34	\$ (2.34)	\$ (0.00)
2054211	5/31/2023	\$ 27,923.60				\$ 27,923.60
	7/1/2023		10.25%	\$ 243.09	\$ 27,923.60	\$ 28,166.69
	7/20/2023	\$ (2,300.00)	10.25%	\$ 150.29	\$ 25,866.69	\$ 26,016.97
	8/20/2023		10.50%	\$ 232.01	\$ 26,016.97	\$ 26,248.99
	9/20/2023		10.50%	\$ 234.08	\$ 26,248.99	\$ 26,483.07
	10/21/2023		10.50%	\$ 236.17	\$ 26,483.07	\$ 26,719.24
	11/21/2023		10.50%	\$ 238.28	\$ 26,719.24	\$ 26,957.52
	12/22/2023		10.50%	\$ 240.40	\$ 26,957.52	\$ 27,197.92
	12/28/2023	\$ (26,705.68)	10.50%	\$ 46.94	\$ 492.24	\$ 539.19
	1/10/2024	\$ (212.89)	10.50%	\$ 2.02	\$ 326.30	\$ 328.31
	1/29/2024	\$ (330.11)	10.50%	\$ 1.79	\$ (1.80)	\$ (0.00)
2054212	5/31/2023	\$ 2,214.50				\$ 2,214.50
	7/1/2023		10.25%	\$ 19.28	\$ 2,214.50	\$ 2,233.78
	8/1/2023		10.50%	\$ 19.92	\$ 2,233.78	\$ 2,253.70
	9/1/2023		10.50%	\$ 20.10	\$ 2,253.70	\$ 2,273.80
	10/2/2023		10.50%	\$ 20.28	\$ 2,273.80	\$ 2,294.07
	11/2/2023		10.50%	\$ 20.46	\$ 2,294.07	\$ 2,314.53
	12/3/2023		10.50%	\$ 20.64	\$ 2,314.53	\$ 2,335.17
	12/28/2023	\$ (2,295.37)	10.50%	\$ 16.79	\$ 39.80	\$ 56.60
	1/10/2024	\$ (15.83)	10.50%	\$ 0.21	\$ 40.77	\$ 40.98
	1/29/2024	\$ (41.20)	10.50%	\$ 0.22	\$ (0.22)	\$ 0.00

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c/o West Yost Associates
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Interest Schedule: 1/31/2024

Invoice No.	Invoice Date / Payment Date	Invoice Amount	Prime Rate (Plus 2%)	Interest Charge	Starting Balance	Ending Balance
2054462	6/30/2023	\$ 21,668.55				\$ 21,668.55
	7/31/2023		10.25%	\$ 188.64	\$ 21,668.55	\$ 21,857.19
	8/31/2023		10.50%	\$ 194.92	\$ 21,857.19	\$ 22,052.10
	10/1/2023		10.50%	\$ 196.66	\$ 22,052.10	\$ 22,248.76
	11/1/2023		10.50%	\$ 198.41	\$ 22,248.76	\$ 22,447.17
	12/2/2023		10.50%	\$ 200.18	\$ 22,447.17	\$ 22,647.35
	12/28/2023	\$ (22,297.94)	10.50%	\$ 169.39	\$ 349.41	\$ 518.80
	1/10/2024	\$ (116.81)	10.50%	\$ 1.94	\$ 401.99	\$ 403.93
	1/29/2024	\$ (406.14)	10.50%	\$ 2.21	\$ (2.21)	\$ (0.00)
2054463	6/30/2023	\$ 27,758.50				\$ 27,758.50
	7/31/2023		10.25%	\$ 241.65	\$ 27,758.50	\$ 28,000.15
	8/31/2023		10.50%	\$ 249.70	\$ 28,000.15	\$ 28,249.85
	10/1/2023		10.50%	\$ 251.93	\$ 28,249.85	\$ 28,501.78
	11/1/2023		10.50%	\$ 254.17	\$ 28,501.78	\$ 28,755.95
	12/2/2023		10.50%	\$ 256.44	\$ 28,755.95	\$ 29,012.39
	12/28/2023	\$ (28,564.77)	10.50%	\$ 217.00	\$ 447.62	\$ 664.62
	1/10/2024	\$ (149.64)	10.50%	\$ 2.49	\$ 514.98	\$ 517.46
	1/29/2024	\$ (520.29)	10.50%	\$ 2.83	\$ (2.83)	\$ 0.00
2054827	7/31/2023	\$ 10,954.89				\$ 10,954.89
	8/31/2023		10.50%	\$ 97.69	\$ 10,954.89	\$ 11,052.58
	10/1/2023		10.50%	\$ 98.56	\$ 11,052.58	\$ 11,151.15
	11/1/2023		10.50%	\$ 99.44	\$ 11,151.15	\$ 11,250.59
	12/2/2023		10.50%	\$ 100.33	\$ 11,250.59	\$ 11,350.92
	12/28/2023	\$ (11,191.85)	10.50%	\$ 84.90	\$ 159.07	\$ 243.97
	1/10/2024	\$ (42.48)	10.50%	\$ 0.91	\$ 201.49	\$ 202.40
	1/29/2024	\$ (203.51)	10.50%	\$ 1.11	\$ (1.11)	\$ 0.00
2054828	7/31/2023	\$ 19,875.25				\$ 19,875.25
	8/31/2023		10.50%	\$ 177.24	\$ 19,875.25	\$ 20,052.49
	10/1/2023		10.50%	\$ 178.82	\$ 20,052.49	\$ 20,231.32
	11/1/2023		10.50%	\$ 180.42	\$ 20,231.32	\$ 20,411.74
	12/2/2023		10.50%	\$ 182.03	\$ 20,411.74	\$ 20,593.76
	12/28/2023	\$ (20,305.18)	10.50%	\$ 154.03	\$ 288.58	\$ 442.62
	1/10/2024	\$ (77.07)	10.50%	\$ 1.66	\$ 365.55	\$ 367.20
	1/29/2024	\$ (369.21)	10.50%	\$ 2.01	\$ (2.01)	\$ (0.00)

2020 Research Park Drive, Suite 100
Davis, CA 95618

To: Borrego Springs Watermaster
c/o West Yost Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Interest Schedule: 1/31/2024

Invoice No.	Invoice Date / Payment Date	Invoice Amount	Prime Rate (Plus 2%)	Interest Charge	Starting Balance	Ending Balance
2054829	7/31/2023	\$ 1,056.00				\$ 1,056.00
	8/31/2023		10.50%	\$ 9.42	\$ 1,056.00	\$ 1,065.42
	10/1/2023		10.50%	\$ 9.50	\$ 1,065.42	\$ 1,074.92
	11/1/2023		10.50%	\$ 9.59	\$ 1,074.92	\$ 1,084.50
	12/2/2023		10.50%	\$ 9.67	\$ 1,084.50	\$ 1,094.18
	12/28/2023	\$ (1,078.84)	10.50%	\$ 8.18	\$ 15.34	\$ 23.52
	1/10/2024	\$ (4.10)	10.50%	\$ 0.09	\$ 19.42	\$ 19.51
	1/29/2024	\$ (19.61)	10.50%	\$ 0.11	\$ (0.10)	\$ 0.00
2055144	8/31/2023	\$ 8,007.75				\$ 8,007.75
	10/1/2023		10.50%	\$ 71.41	\$ 8,007.75	\$ 8,079.16
	11/1/2023		10.50%	\$ 72.05	\$ 8,079.16	\$ 8,151.21
	12/2/2023		10.50%	\$ 72.69	\$ 8,151.21	\$ 8,223.90
	12/28/2023	\$ (8,119.83)	10.50%	\$ 61.51	\$ 104.07	\$ 165.58
	1/10/2024	\$ (19.60)	10.50%	\$ 0.62	\$ 145.98	\$ 146.60
	1/29/2024	\$ (147.40)	10.50%	\$ 0.80	\$ (0.80)	\$ 0.00
2055147	8/31/2023	\$ 25,958.00				\$ 25,958.00
	10/1/2023		10.50%	\$ 231.49	\$ 25,958.00	\$ 26,189.49
	11/1/2023		10.50%	\$ 233.55	\$ 26,189.49	\$ 26,423.04
	12/2/2023		10.50%	\$ 235.64	\$ 26,423.04	\$ 26,658.68
	12/28/2023	\$ (25,594.91)	10.50%	\$ 199.39	\$ 1,063.77	\$ 1,263.16
	1/10/2024	\$ (63.51)	10.50%	\$ 4.72	\$ 1,199.65	\$ 1,204.37
	1/29/2024	\$ (1,210.96)	10.50%	\$ 6.58	\$ (6.59)	\$ (0.00)
2055148	8/31/2023	\$ 1,837.75				\$ 1,837.75
	10/1/2023		10.50%	\$ 16.39	\$ 1,837.75	\$ 1,854.14
	11/1/2023		10.50%	\$ 16.53	\$ 1,854.14	\$ 1,870.67
	12/2/2023		10.50%	\$ 16.68	\$ 1,870.67	\$ 1,887.36
	12/28/2023	\$ (25.72)	10.50%	\$ 14.12	\$ 1,861.64	\$ 1,875.75
	1/10/2024	\$ (4.50)	10.50%	\$ 7.01	\$ 1,871.25	\$ 1,878.27
	1/29/2024	\$ (1,888.53)	10.50%	\$ 10.27	\$ (10.26)	\$ 0.00

West Yost Associates

2020 Research Park Drive, Suite 100
Davis, CA 95618

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To: Borrego Springs Watermaster
c/o West Yost Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Interest Schedule: 1/31/2024

Invoice No.	Invoice Date / Payment Date	Invoice Amount	Prime Rate (Plus 2%)	Interest Charge	Starting Balance	Ending Balance
2055426	9/30/2023	\$ 12,275.50				\$ 12,275.50
	10/31/2023		10.50%	\$ 109.47	\$ 12,275.50	\$ 12,384.97
	12/1/2023		10.50%	\$ 110.45	\$ 12,384.97	\$ 12,495.42
	12/28/2023	\$ (82.21)	10.50%	\$ 97.05	\$ 12,413.21	\$ 12,510.26
	1/10/2024	\$ (15.16)	10.50%	\$ 46.78	\$ 12,495.10	\$ 12,541.89
	1/29/2024	\$ (12,610.44)	10.50%	\$ 68.55	\$ (68.55)	\$ (0.00)
2055427	9/30/2023	\$ 19,085.00				\$ 19,085.00
	10/31/2023		10.50%	\$ 170.20	\$ 19,085.00	\$ 19,255.20
	12/1/2023		10.50%	\$ 171.71	\$ 19,255.20	\$ 19,426.91
	12/28/2023	\$ (127.81)	10.50%	\$ 150.89	\$ 19,299.10	\$ 19,449.99
	1/10/2024	\$ (23.57)	10.50%	\$ 72.74	\$ 19,426.42	\$ 19,499.16
	1/29/2024	\$ (19,605.74)	10.50%	\$ 106.58	\$ (106.58)	\$ (0.00)
2055428	9/30/2023	\$ 2,529.50				\$ 2,529.50
	10/31/2023		10.50%	\$ 22.56	\$ 2,529.50	\$ 2,552.06
	12/1/2023		10.50%	\$ 22.76	\$ 2,552.06	\$ 2,574.82
	12/28/2023	\$ (16.94)	10.50%	\$ 20.00	\$ 2,557.88	\$ 2,577.88
	1/10/2024	\$ (3.12)	10.50%	\$ 9.64	\$ 2,574.76	\$ 2,584.40
	1/29/2024	\$ (2,598.52)	10.50%	\$ 14.13	\$ (14.12)	\$ 0.00
2056066	10/31/2023	\$ 16,390.75				\$ 16,390.75
	12/1/2023		10.50%	\$ 146.17	\$ 16,390.75	\$ 16,536.92
	1/29/2024	\$ (436.36)	10.50%	\$ 280.67	\$ 16,100.56	\$ 16,381.23
	1/29/2024	\$ (26.85)	10.50%	\$ -	\$ 16,354.38	\$ 16,354.38
	1/31/2024		10.50%	\$ 9.41	\$ 16,354.38	\$ 16,363.79
2056069	10/31/2023	\$ 55,813.83				\$ 55,813.83
	12/1/2023		10.50%	\$ 497.74	\$ 55,813.83	\$ 56,311.57
	1/10/2024	\$ (10,020.58)	10.50%	\$ 647.97	\$ 46,290.99	\$ 46,938.96
	1/29/2024	\$ (1,429.27)	10.50%	\$ 256.56	\$ 45,509.69	\$ 45,766.24
	1/31/2024		10.50%	\$ 26.33	\$ 45,766.24	\$ 45,792.57
2055998	10/31/2023	\$ 769.00				\$ 769.00
	12/1/2023		10.50%	\$ 6.86	\$ 769.00	\$ 775.86
	1/29/2024	\$ (789.03)	10.50%	\$ 13.17	\$ (13.17)	\$ (0.00)

West Yost Associates

2020 Research Park Drive, Suite 100
Davis, CA 95618

To: Borrego Springs Watermaster
c/o West Yost Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Interest Schedule: 1/31/2024

Invoice No.	Invoice Date / Payment Date	Invoice Amount	Prime Rate (Plus 2%)	Interest Charge	Starting Balance	Ending Balance
2056298	11/30/2023	\$ 18,794.74				\$ 18,794.74
	12/31/2023		10.50%	\$ 167.61	\$ 18,794.74	\$ 18,962.35
	1/29/2024	\$ (336.71)	10.50%	\$ 158.19	\$ 18,625.64	\$ 18,783.83
	1/31/2024		10.50%	\$ 10.81	\$ 18,783.83	\$ 18,794.64
2056299	11/30/2023	\$ 71,503.45				\$ 71,503.45
	12/31/2023		10.50%	\$ 637.65	\$ 71,503.45	\$ 72,141.10
	1/29/2024	\$ (1,280.99)	10.50%	\$ 601.83	\$ 70,860.11	\$ 71,461.95
	1/31/2024		10.50%	\$ 41.12	\$ 71,461.95	\$ 71,503.06
2056300	11/30/2023	\$ 1,260.00				\$ 1,260.00
	12/31/2023		10.50%	\$ 11.24	\$ 1,260.00	\$ 1,271.24
	1/29/2024	\$ (22.57)	10.50%	\$ 10.61	\$ 1,248.67	\$ 1,259.27
	1/31/2024		10.50%	\$ 0.72	\$ 1,259.27	\$ 1,260.00
2056797	12/31/2023	\$ 12,374.50				\$ 12,374.50
	1/31/2024		10.50%	\$ 110.35	\$ 12,374.50	\$ 12,484.85
2056798	12/31/2023	\$ 47,204.00				\$ 47,204.00
	1/31/2024		10.50%	\$ 420.96	\$ 47,204.00	\$ 47,624.96
2056799	12/31/2023	\$ 1,016.00				\$ 1,016.00
	1/31/2024		10.50%	\$ 9.06	\$ 1,016.00	\$ 1,025.06

Total Invoices (Less Pymts) \$ 168,714.73

Current Month Interest (Estimated)

\$ 2,739.89

Current Month Interest (Final, including payments)

\$ 3,252.12

Adjusted Monthly Interest

\$ 512.23

Total Interest Charges

\$ 46,134.20

Grand Total

\$ 214,848.92

2020 L St, Suite 210
Sacramento, CA 95811

To: Borrego Springs Watermaster
c/o West Yost Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Interest Schedule: 1/31/2024

Invoice No.	Invoice Date / Payment Date	Invoice Amount	Prime Rate (Plus 2%)	Interest Charge	Starting Balance	Ending Balance
4708	5/31/2023	\$ 161,700.54				\$ 161,700.54
	7/1/2023		10.25%	\$ 1,407.68	\$ 161,700.54	\$ 163,108.22
	8/1/2023		10.25%	\$ 1,419.94	\$ 163,108.22	\$ 164,528.16
	9/1/2023		10.50%	\$ 1,467.23	\$ 164,528.16	\$ 165,995.39
	10/2/2023		10.50%	\$ 1,480.32	\$ 165,995.39	\$ 167,475.70
	10/27/2023	\$ (25,230.83)	10.50%	\$ 1,204.45	\$ 142,244.87	\$ 143,449.32
	11/13/2023	\$ (25,000.00)	10.50%	\$ 701.53	\$ 118,449.32	\$ 119,150.85
	12/14/2023		10.50%	\$ 1,062.56	\$ 119,150.85	\$ 120,213.41
	1/4/2024	\$ (86,469.71)	10.50%	\$ 726.22	\$ 33,743.70	\$ 34,469.92
	1/4/2024	\$ (3,708.10)	10.50%	\$ -	\$ 30,761.82	\$ 30,761.82
	1/11/2024	\$ (25,000.00)	10.50%	\$ 61.95	\$ 5,761.82	\$ 5,823.77
	1/31/2024		10.50%	\$ 33.51	\$ 5,823.77	\$ 5,857.27
5228	4/30/2023	\$ 4,369.38				\$ 4,369.38
	5/31/2023		10.25%	\$ 38.04	\$ 4,369.38	\$ 4,407.42
	7/1/2023		10.25%	\$ 38.37	\$ 4,407.42	\$ 4,445.79
	8/1/2023		10.25%	\$ 38.70	\$ 4,445.79	\$ 4,484.49
	9/1/2023		10.50%	\$ 39.99	\$ 4,484.49	\$ 4,524.48
	10/2/2023		10.50%	\$ 40.35	\$ 4,524.48	\$ 4,564.83
	11/2/2023		10.50%	\$ 40.71	\$ 4,564.83	\$ 4,605.54
	12/3/2023		10.50%	\$ 41.07	\$ 4,605.54	\$ 4,646.61
	1/4/2024	\$ (4,369.38)	10.50%	\$ 42.77	\$ 277.23	\$ 320.00
	1/4/2024	\$ (320.00)	10.50%	\$ -	\$ 0.00	\$ 0.00
5478	5/31/2023	\$ 14,498.19				\$ 14,498.19
	7/1/2023		10.25%	\$ 126.21	\$ 14,498.19	\$ 14,624.40
	8/1/2023		10.25%	\$ 127.31	\$ 14,624.40	\$ 14,751.72
	9/1/2023		10.50%	\$ 131.55	\$ 14,751.72	\$ 14,883.27
	10/2/2023		10.50%	\$ 132.73	\$ 14,883.27	\$ 15,016.00
	11/2/2023		10.50%	\$ 133.91	\$ 15,016.00	\$ 15,149.91
	12/3/2023		10.50%	\$ 135.10	\$ 15,149.91	\$ 15,285.01
	1/4/2024	\$ (14,498.19)	10.50%	\$ 140.71	\$ 786.82	\$ 927.52
	1/4/2024	\$ (927.52)	10.50%	\$ -	\$ 0.00	\$ 0.00

2020 L St, Suite 210
Sacramento, CA 95811

To: Borrego Springs Watermaster
c/o West Yost Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Interest Schedule: 1/31/2024

Invoice No.	Invoice Date / Payment Date	Invoice Amount	Prime Rate (Plus 2%)	Interest Charge	Starting Balance	Ending Balance
5497	6/30/2023	\$18,321.62				\$ 18,321.62
	7/31/2023		10.25%	\$ 159.50	\$ 18,321.62	\$ 18,481.12
	8/31/2023		10.50%	\$ 164.81	\$ 18,481.12	\$ 18,645.93
	10/1/2023		10.50%	\$ 166.28	\$ 18,645.93	\$ 18,812.21
	11/1/2023		10.50%	\$ 167.76	\$ 18,812.21	\$ 18,979.97
	12/2/2023		10.50%	\$ 169.26	\$ 18,979.97	\$ 19,149.23
	1/4/2024	\$ (18,321.62)	10.50%	\$ 181.79	\$ 827.61	\$ 1,009.40
	1/4/2024	\$ (1,009.40)	10.50%	\$ -	\$ 0.00	\$ 0.00
5554	7/31/2023	\$ 8,266.01				\$ 8,266.01
	8/31/2023		10.50%	\$ 73.71	\$ 8,266.01	\$ 8,339.72
	10/1/2023		10.50%	\$ 74.37	\$ 8,339.72	\$ 8,414.10
	11/1/2023		10.50%	\$ 75.04	\$ 8,414.10	\$ 8,489.13
	12/2/2023		10.50%	\$ 75.70	\$ 8,489.13	\$ 8,564.84
	1/4/2024	\$ (8,266.01)	10.50%	\$ 81.31	\$ 298.83	\$ 380.13
	1/4/2024	\$ (380.13)	10.50%	\$ -	\$ 0.00	\$ 0.00
5603	8/31/2023	\$ 12,842.04				\$ 12,842.04
	10/1/2023		10.50%	\$ 114.52	\$ 12,842.04	\$ 12,956.56
	11/1/2023		10.50%	\$ 115.54	\$ 12,956.56	\$ 13,072.11
	12/2/2023		10.50%	\$ 116.57	\$ 13,072.11	\$ 13,188.68
	1/4/2024	\$ (12,842.04)	10.50%	\$ 125.20	\$ 346.64	\$ 471.84
	1/4/2024	\$ (471.84)	10.50%	\$ -	\$ 0.00	\$ 0.00
5644	9/30/2023	\$ 22,664.74				\$ 22,664.74
	10/31/2023		10.50%	\$ 202.12	\$ 22,664.74	\$ 22,866.86
	12/1/2023		10.50%	\$ 203.92	\$ 22,866.86	\$ 23,070.78
	1/4/2024	\$ (20,230.76)	10.50%	\$ 225.65	\$ 2,840.02	\$ 3,065.67
	1/4/2024	\$ (3,065.67)	10.50%	\$ -	\$ 0.00	\$ 0.00

2020 L St, Suite 210
Sacramento, CA 95811

To: Borrego Springs Watermaster
c/o West Yost Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Interest Schedule: 1/31/2024

Invoice No.	Invoice Date / Payment Date	Invoice Amount	Prime Rate (Plus 2%)	Interest Charge	Starting Balance	Ending Balance
5689	10/31/2023	\$ 19,593.79				\$ 19,593.79
	12/1/2023		10.50%	\$ 174.73	\$ 19,593.79	\$ 19,768.52
	1/31/2024		10.50%	\$ 346.90	\$ 19,768.52	\$ 20,115.42
5737	11/30/2023	\$ 13,692.29				\$ 13,692.29
	12/31/2023		10.50%	\$ 122.11	\$ 13,692.29	\$ 13,814.40
	1/31/2024		10.50%	\$ 123.19	\$ 13,814.40	\$ 13,937.59
5788	12/31/2023	\$ 17,655.58				\$ 17,655.58
	1/31/2024		10.50%	\$ 157.45	\$ 17,655.58	\$ 17,813.03
Total Invoices (Less Pymts)		\$ 43,492.98				
Current Month Interest				\$ 2,246.64		
Total Interest Charges				\$ 14,230.35		
Grand Subtotal						\$ 57,723.33



Land IQ, LLC
2020 L Street
Suite 210
Sacramento, CA 95811
www.landIQ.com

Borrego Springs Watermaster
c/o West Yost & Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Invoice Date: 9/30/23
Total Amount: \$22,664.74
Invoice Number: 5644
Invoice Period: 09/01/23 - 09/30/23
Engagement: Borrego Springs Watermaster

Approved February 5, 2024

Summary of Charges

Description	Amount
Task A. LIQ (WY22/23) Project Management	\$55.00
Task 2: LIQ (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study	\$352.50
Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	\$10,242.50
Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	\$3,360.00
Task 2: UCI (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study Expenses	\$215.48
Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study Expenses	\$945.63
Task 3: UCI (WY22/23) Brush Pile Wildlife Sand Fence Case Study Expenses	\$3,793.63
Task 6: UCI (WY22/23) Conduct Environmental Working Group (EWG) Meetings Expenses	\$3,700.00
TOTAL AMOUNT DUE	\$22,664.74



Land IQ, LLC
2020 L Street
Suite 210
Sacramento, CA 95811
www.landIQ.com

Borrego Springs Watermaster
c/o West Yost & Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Invoice Date: 9/30/23
Total Amount: \$22,664.74
Invoice Number: 5644
Invoice Period: 09/01/23 - 09/30/23
Engagement: Borrego Springs Watermaster

SUMMARY OF FEES

Source	Hrs	Rate	Amount
Task A. LIQ (WY22/23) Project Management			
Laura McFadden	0.50	\$110.00	\$55.00
Task A. LIQ (WY22/23) Project Management	0.50		\$55.00
Task 2: LIQ (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study			
Robert Travis Brooks	1.50	\$160.00	\$240.00
Mica Heilmann	0.50	\$225.00	\$112.50
Task 2: LIQ (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study	2.00		\$352.50
Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study			
Robert Travis Brooks	37.00	\$160.00	\$5,920.00
Stephanie Tillman	22.75	\$190.00	\$4,322.50
Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	59.75		\$10,242.50
Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings			
Robert Travis Brooks	21.00	\$160.00	\$3,360.00
Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	21.00		\$3,360.00
TOTAL FEES & EXPENSES	83.25		\$22,664.74

TIME & EXPENSE DETAIL

Date	Task	Description	Hrs	Rate	Amount
Robert Travis Brooks					
9/19/23	Task 2: LIQ (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study	Investigate age of Seley Parcel by looking at historical aerials	1.50	\$160.00	\$240.00
9/20/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Reached out to Cogen Plant contact to learn about economics of selling tree biomass	1.50	\$160.00	\$240.00
9/21/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Work on Task 3 Comments	3.00	\$160.00	\$480.00
9/26/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Prep for Borrego Springs for Field Work	3.00	\$160.00	\$480.00
9/27/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Field investigation at Bauer/BWD Farmland	12.00	\$160.00	\$1,920.00
9/29/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Type up field notes from Sep 27; Work on final experimental block selection	2.00	\$160.00	\$320.00
9/30/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Task 3 Study Design work	4.00	\$160.00	\$640.00
9/5/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Study Design; and prep for meeting with UCI and ST (Land IQ)	5.00	\$160.00	\$800.00
9/6/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Work on updated design	1.50	\$160.00	\$240.00
9/7/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Review of Task 3 Study Design	2.00	\$160.00	\$320.00
9/15/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Meeting on Task 3 Study Design	3.00	\$160.00	\$480.00
9/18/23	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	Edit Memo and attachments for EWG meeting on Sep 26	3.00	\$160.00	\$480.00
9/21/23	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	Prep for meeting	2.00	\$160.00	\$320.00
9/22/23	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	Prepare for meeting	3.00	\$160.00	\$480.00
9/24/23	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	Prep for EWB Meeting	2.00	\$160.00	\$320.00
9/26/23	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	Prep and participation in EWG Meeting	5.00	\$160.00	\$800.00
9/19/23	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	Edit Memo and attachments for EWG meeting on Sep 26	1.00	\$160.00	\$160.00
9/20/23	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	Communications on Sand Fence Study Design (Task 3) and prep for EWG Meeting; intel on cogen plant costs for grinding/transporting biomass	5.00	\$160.00	\$800.00

Date	Task	Description	Hrs	Rate	Amount
Robert Travis Brooks			59.50		\$9,520.00
Mica Heilmann					
9/27/23	Task 2: LIQ (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study	Contract/land access review	0.50	\$225.00	\$112.50
Mica Heilmann			0.50		\$112.50
Laura McFadden					
9/15/23	Task A. LIQ (WY22/23) Project Management	Project Management Support	0.50	\$110.00	\$55.00
Laura McFadden			0.50		\$55.00
Stephanie Tillman					
9/25/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	communication with Steve A., Geoff P, and Travis re easement	0.75	\$190.00	\$142.50
9/26/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	EWG meeting attendance; communication with T. Huxman re CEQA and Geoff P. re easements	2.50	\$190.00	\$475.00
9/27/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	reviewed BWG mtg notes and sent to UCI for review; communication with G. Poole re legal permissions; communication with T. Huxman re CEQA exemption; reviewed CEQA requirements; drafted exemption and sent to Travis B. for review; sent T2 easement to Mica for review	3.00	\$190.00	\$570.00
9/28/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	coordination with G. Poole and project team re Task 3 easements and schedule	1.00	\$190.00	\$190.00
9/12/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	communication with J. markman re land lease and with project team on Task 2 deadlines; began drafting lease approval memo for Watermaster meeting	1.75	\$190.00	\$332.50
9/13/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Worked on easement agreement memo for Watermaster board meeting; communication with Jim, Cathy and Steve re easement	1.00	\$190.00	\$190.00
9/14/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	communication with Sicco; viewed drone footage	0.25	\$190.00	\$47.50
9/15/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	mtg with team about Task 3 approval schedule and study design	2.00	\$190.00	\$380.00
9/18/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	communication with UCI, G. Poole and Travis re EWG materials and Task 3 study design; drafted and compiled documents for EWG mtg	3.50	\$190.00	\$665.00
9/21/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	reviewed all responses to design	1.00	\$190.00	\$190.00
9/5/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	mtg with team re Task 3 field design	3.25	\$190.00	\$617.50
9/6/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	communication with team and called Geoff, emailed Cathy re drone flight permission	1.00	\$190.00	\$190.00
9/7/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Reviewed revised Task 3 design and responded with comments; left message for Geoff Poole; call with Geoff Poole and email communication; summary email to project team	1.50	\$190.00	\$285.00
9/8/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	communication with team re Task 3 design	0.25	\$190.00	\$47.50

Date	Task	Description	Hrs	Rate	Amount
		Stephanie Tillman	22.75		\$4,322.50
		TOTAL FEES	83.25		\$14,010.00

Date	Code	Task	Description	Amount
Land IQ Expenses				
9/30/23	Professional Services	Task 2: UCI (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study	UCIrive: Direct Expenses (Invoice No. 21605358-58786)	\$215.48
9/30/23	Professional Services	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Greg Okin: Field Restoration for September 2023	\$700.00
9/30/23	Professional Services	Task 3: UCI (WY22/23) Brush Pile Wildlife Sand Fence Case Study	UCIrive: Invoice No: 21605358-58786	\$3,793.63
9/30/23	Professional Services	Task 6: UCI (WY22/23) Conduct Environmental Working Group (EWG) Meetings	UCIrive: Invoice No: 21605358-58786	\$3,700.00
			Land IQ Expenses	\$8,409.11

Robert Travis Brooks

9/27/23	Mileage-Auto 2023	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Travel Roundtrip (375 miles total) to Bauer Parcel in Borrego Springs for work with BWD/Bauer to Build Sample Sand Fences	\$245.63
			Robert Travis Brooks	\$245.63
			TOTAL EXPENSES	\$8,654.74

TOTAL AMOUNT DUE	\$22,664.74
-------------------------	--------------------

**Contracts and Grants Accounting**

228 Aldrich Hall
Irvine, CA 92697-1050
Fax: (949) 824-3895

Invoice No: 21605358-58786

Date: 10/09/2023
Federal Tax ID: 95-2226406
Proposal Number: 105753
UC Fund Number: 58786
Reference:

LAND IQ, LLC
2020 L STREET, SUITE 210
SACRAMENTO, CA 95811

Please Include Invoice Number with Check or Wire Payment

Award Number: 225754
Project Title: Concept Feasibility Plan for Rehabilitation of Fallowed Irrigated Agricultural Land in the Borrego Valley Groundwater Basin
Principal Investigator: Lulow, Megan
Project Title: 01/02/2023 to 03/31/2025

Billing Period: 09/01/2023-09/30/2023

Expense Category	Cumulative To Date	Previously Billed	Current Expenses
Labor - Task A	\$5,837.45	\$5,837.45	\$0.00
Labor - Task 1	\$16,250.00	\$16,250.00	\$0.00
Labor - Task 2	\$39,696.82	\$39,696.82	\$0.00
Labor - Task 3	\$8,685.30	\$4,891.67	\$3,793.63
Labor - Task 6	\$3,700.00	\$0.00	\$3,700.00
Direct Expense	\$215.48	\$0.00	\$215.48
	\$74,385.05	\$66,675.94	\$7,709.11
Indirect Costs (0%)	\$9226.19	\$9,226.19	\$0.00
	\$83,611.24	\$75,902.13	\$7,709.11
Current Invoice Total			\$7,709.11

Please make your check payable to The Regents of the University of California Irvine, CONTRACTS AND GRANTS ACCOUNTING 228 ALDRICH HALL, IRVINE, CALIFORNIA 92697-1050. Include a reference to the invoice number and mail your payment to the above address. If you have any questions regarding this invoice, please contact Griselda Duran for assistance at (949) 824-6828 or email griseld@uci.edu

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Certified By

DocuSigned by:

A5C03A9D5EAD46F...

Griselda Duran
Manager, Contracts & Grants Accounting

UCI September Activities REFARM

Task 3 Activities:

- All staff monthly check in meeting
- Meeting with advisors on Task 3 monitoring techniques and dust control specifications
- Prep for field visit to potential Task 3 sites
- Correspondence about GIS variables, feasibility of different variables
- Meeting with Laurel & Julie to discuss GIS variables and analysis approaches moving forward
- drone flights and site visits to help strategize for Task 3
- Visit of sites and meeting with land owner and EWG members and other experts to develop pilot some approaches moving trees for Task 3
- Admin and budget management & Coordination

Task 6 Activities:

- Creation of Task 2 and 3 methods document for EWG
- Prep for presentation of Task 2 and Task 3 methodology to EWG
- Drone imagery management and uploading
- Organized spreadsheet to track and organize metadata for drone imagery
- Visit of sites and meeting with land owner and EWG members and other experts to develop pilot some approaches moving trees for Task 3
- EWG presentation

SUMMARY OF LABOR PER HOUR

September 2023			
Individual	Time (h)	Rate (h)	Total
Post-Doctoral Researcher 1 (Fiore)	36.3	\$ 38.59	\$ 1,400.65
Post-Doctoral Researcher 2 (Brigham)	36.3	\$ 38.59	\$ 1,400.65
Research Associate 1 (Rood)*	24.1	\$ 61.20	\$ 1,472.45
Research Associate 2 (Coffey)	49.1	\$ 48.82	\$ 2,397.53
Senior Scientist 2 (Lulow)	9.4	\$ 87.61	\$ 822.35
			\$ 7,493.63

Contracts and Grants Accounting

228 Aldrich Hall
Irvine, CA 92697-1050

Date: 10/09/2023**Federal Tax ID:** 95-2226406**Proposal Number:** 105753**UC Fund Number:** 58786**Reference:**

LAND IQ, LLC
2020 L STREET, SUITE 210
SACRAMENTO, CA 95811

Please Include Invoice Number with Check or Wire Payment

Award Number: 225754
Project Title: Concept Feasibility Plan for Rehabilitation of Fallowed Irrigated Agricultural Land in the Borrego Valley Groundwater Basin
Principal Investigator: Lulow, Megan
Project Period: 01/02/2023 to 03/31/2025

Billing Period: 09/01/2023 to 09/30/2023

<u>Expense Category</u>	<u>Cumulative To Date</u>	<u>Previously Billed</u>	<u>Current Expenses</u>
Salaries and Wages	\$53,545.60	\$48,065.75	\$5,479.85
Fringe Benefits	\$19,244.66	\$17,284.92	\$1,959.74
Supplies and Materials	\$10,042.18	\$9,826.70	\$215.48
Equipment	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Other Direct Costs	\$778.80	\$724.76	\$54.04
Subawards	\$0.00	\$0.00	\$0.00
	<hr/>	<hr/>	<hr/>
	\$83,611.24	\$75,902.13	\$7,709.11
Indirect Costs (0%)	<hr/>	<hr/>	<hr/>
	\$0.00	\$0.00	\$0.00
	<hr/>	<hr/>	<hr/>
	\$83,611.24	\$75,902.13	\$7,709.11
Current Invoice Total			<hr/> <hr/>
			\$7,709.11

Please make your check payable to The Regents of the University of California Irvine, CONTRACTS AND GRANTS ACCOUNTING 228 ALDRICH HALL, IRVINE, CALIFORNIA 92697-1050. Include a reference to the invoice number and mail your payment to the above address. If you have any questions regarding this invoice, please contact Ashley Vuong for assistance at or email avuong6@uci.edu

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Certified By



Griselda Duran
Manager, Contracts & Grants Accounting

DOCUMENT OVERVIEW

OVERVIEW

* Description : AMAZON.COM*TX34F86P0
stulving 09/19/2023

Explanation : 5TB External Hard Drive for Back-
Up Storage

Organization Document Number :

FINANCIAL DOCUMENT DETAIL

Total Amount : 215.48

IMAGE SCANNING

SCAN DOCUMENTATION

View Scanned Documents

Upload Scan Document

FILENET UPLOAD SUPPORTING DOCUMENTATION

Users can upload Original receipts/backup directly into the Image Scanning tab in lieu of sending the originals to Scanning Services. No coversheet is needed. Please ensure the image file or PDF document is in color (where applicable), is readable, and considered 'finalized' since images cannot be removed once uploaded.

Select File to Upload:

Choose File

 No file chosen

ACCOUNTING LINES

TRANSACTION #24431063262083717689422

Procurement Card Number : MC0000000001887

Cardholder Name : S TULVING

Transaction Date : 09/19/2023

Post Date : 09/20/2023

Transaction ID Number : 24431063262083717689422

Vendor Name : AMAZON.COM*TX34F86P0

Transaction Total Amount : 215.48

Sales Tax Amount : 15.50

Enter Sales Tax :

Enter Use Tax :

Tax Exempt Indicator : No

Tax Exempt Reason Code :

ACCOUNTING LINES

								LINE	
* CHART	* ACCOUNT	SUB-ACCOUNT	* OBJECT	SUB-OBJECT	PROJECT	ORG REF ID	* AMOUNT	DESCRIPTION	ACTIONS
IR	PC15547		8035				215.48	5TB External	
1 UC IRVINE	486369-58786 ...		COMPUTER EQ...					Hard Drive for	
	RESR-PRIVATE ...							Storage	

ACCOUNTING LINES FOR CAPITALIZATION

There are currently no Accounting lines for capitalization entries associated with this Transaction Processing document.

CREATE CAPITAL ASSETS

There are currently no Create Capital Assets entries associated with this Transaction Processing document.

MODIFY CAPITAL ASSETS

There are currently no Modify Capital Assets entries associated with this Transaction Processing document.

GENERAL LEDGER PENDING ENTRIES


There are currently no General Ledger Pending Entries associated with this Transaction Processing document.

NOTES AND ATTACHMENTS (0)





Notes and attachments on this document may be viewable to many KFS users. Do not add data with personal, sensitive, or restricted information. Refer to the [UC Irvine Information Security](#) page for more details on what information may be considered a risk.


ROUTE LOG

ID: 21459400

Title	Procurement Card - AMAZON.COM*TX34F86P0 stulving 09/19/2023		
Type	Procurement Card	Created	05:30 AM 09/23/2023
Initiator	 Kuali Financial System User	Last Modified	05:23 PM 09/26/2023
Route Status	FINAL	Last Approved	05:23 PM 09/26/2023
Node(s)	JoinTaxExemptReview	Finalized	05:23 PM 09/26/2023

ACTIONS TAKEN

Action	Taken By	For Delegator	Time/Date	Annotation
SAVED	 Kuali Financial System User		05:30 AM 09/23/2023	
COMPLETED	 Kuali Financial System User		05:38 AM 09/23/2023	
APPROVED	 Meyers, Tammy	Procurement Card Reconciler	11:47 AM 09/25/2023	
APPROVED	 Nguyen, Daniel		05:23 PM 09/26/2023	

Item III.C		Page 50 of 211		
Action		Requested Of	Time/Date	Annotation
IN ACTION LIST		 Tulving, Elaine	05:38 AM 09/23/2023	KFS-FP Procurement Cardholder
FYI				

FUTURE ACTION REQUESTS

Item III.C

Page 51 of 211



Reviewer: _____

Fiscal Officer: _____

Internal Purchase Requisition - UCI-Nature (6191)

Date of Request: September 18, 2023 Name of Requestor: M Lulow/S RoodDate of Purchase: September 19, 2023 Name of Buyer: Tulving

<input checked="" type="checkbox"/> PAL Card
<input type="checkbox"/> High Value PO #
<input type="checkbox"/> Low Value PO / Requisition

KFS Account	Object Code	%	Amount	Purchase justification/purpose, and User Name
PC15547	8150		215.48	electric file back-up storage for project

Vendor		Purchasing Packet Checklist:
Company	Amazon.com	
Address		<input checked="" type="checkbox"/> Internal Purchase Requisition <input checked="" type="checkbox"/> Invoice from the Merchant <input type="checkbox"/> Itemized Receipt <input type="checkbox"/> Order Confirmation <input type="checkbox"/> Proof of Delivery <input type="checkbox"/> Conf. Registration Form KFS Doc # <u>21459400</u>
City, State, Zip		
Contact		
Phone		
Fax		
Additional Notes		

Quantity	Unit	Description	Unit Cost	Total Cost
2	ea	5 TB external hard drive	\$ 99.99	\$ 199.98
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Notes:			Subtotal	\$
			Sales or Use Tax	\$ 15.50
			Shipping/Handling	\$
			Total	\$ 215.48
<input type="checkbox"/> DELETE USE TAX \$				

Authorized Approval: _____

 DocuSigned by:

 AC07CD6B61AE446...
Date: 9/25/2023

**Details for Order #113-5254442-1094648****Order Placed:** September 18, 2023**PO number :** Fallowed Farmland**Amazon.com order number:** 113-5254442-1094648**Order Total:** \$215.48

Not Yet Shipped	
Items Ordered	Price
2 of: <i>WD 5TB Elements Portable HDD, External Hard Drive, USB 3.0 for PC & Mac, Plug and Play Ready - WDBU6Y0050BBK-WESN</i>	\$99.99
Sold by: Amazon (seller profile)	
Business Price	
Condition: New	
Shipping Address: UCI Desert Research Center 2098 401 TILTING T DR # 2098 BORREGO SPRINGS, CA 92004-4358 United States	
Shipping Speed: FREE Prime Delivery	
Payment information	
Payment Method: Visa Last digits: 1562	Item(s) Subtotal: \$199.98
	Shipping & Handling: \$0.00
Billing address UCI Desert Research Center 2098 401 TILTING T DR # 2098 BORREGO SPRINGS, CA 92004-4358 United States	----- Total before tax: \$199.98 Estimated Tax: \$15.50 ----- Grand Total: \$215.48

To view the status of your order, return to [Order Summary](#) .

amazon.com



SG4tNyyB0G

Purchase Order #: Followed Farmland
Your order of September 18, 2023 (Order ID 113-5254442-1094648)

Qty.	Item	Item Price	Total
2	WD 5TB Elements Portable HDD, External Hard Drive, USB 3.0 for PC & Mac, Plug and Play Ready - WDBU6Y0050BBK-WESN Personal Computers B07X41PWTY B07X41PWTY 694089734026	\$99.99	\$199.98

This shipment completes your order.

Subtotal	\$199.98
Tax Collected	\$15.50
Order Total	\$215.48
Paid via credit/debit	\$215.48

Return or replace your item
Visit Amazon.com/returns



0/G4tNyyB0G/-2 of 2-//SAN5-NIT/next-1dc/0/0919-15:30/0919-08:52

RECEIVED
9-22-23B4-
M2



Internal Purchase Requisition

Date of Request: 7/18/23 Name of Requestor: Julie Coffey

Date of Purchase: 6/29/23 Name of Buyer: Julie Coffey

<input checked="" type="radio"/> PAL Card
<input type="radio"/> High Value PO #
<input type="radio"/> Low Value PO / Requisition

KFS Account	Object Code	%	Amount	Purchase Justification / Purpose & User Name
PC15547		100%	\$ 45.02	Meter tapes

Vendor Information	
Vendor Name	Land Tool via Amazon
Vendor Website	amazon.com
Shipping Information	
Attention	Julie Coffey
Shipping Address	321 Steinhaus Hall
Phone	ADD PHONE HERE
Additional Notes	

Purchasing Checklist:

☐ Software

☐ Invoice from the Merchant

☐ Itemized Receipt

☐ Order Confirmation

☐ Proof of Delivery

☐ Conf. Registration Form

KFS Doc # _____

Quantity	Item #	Description	Unit Cost	Total Cost
2		Meter tapes-50m	\$ 20.89	\$ 41.78
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
			\$	\$ 0.00
Notes:			Subtotal	\$ 41.78
			Sales or Use Tax	\$ 3.24
			Shipping/Handling	\$
			Total	\$ 45.02

☐ DELETE USE TAX \$

Authorized Approval: _____ **Date:** _____



Final Details for Order #113-5506792-8090609

Order Placed: June 29, 2023

PO number : 0

Amazon.com order number: 113-5506792-8090609

Order Total: \$45.02

Shipped on June 30, 2023	
Items Ordered	Price
2 of: LAND Open Reel Fiberglass Tape Measure - 165FT/50M by 1/2-Inch, Inch/Metric Scale, Heavy Duty Tape for Runway and Engineer Survey (165FT) Sold by: LAND TOOL (seller profile) Business Price Condition: New	\$20.89
Shipping Address: JULIE COFFEY 321 STEINHAUS HALL IRVINE, CA 92697-2525 United States	Item(s) Subtotal: \$41.78 Shipping & Handling: \$0.00 ----- Total before tax: \$41.78 Sales Tax: \$3.24 -----
Shipping Speed: FREE Prime Delivery	Total for This Shipment: \$45.02 -----

Payment information	
Payment Method: Visa Last digits: 9931	Item(s) Subtotal: \$41.78 Shipping & Handling: \$0.00 -----
Billing address JULIE COFFEY 3300 BIOLOGICAL SCIENCES 3 UNIVERSITY OF CALIFORNIA IRVINE IRVINE, CA 92697 United States	Total before tax: \$41.78 Estimated Tax: \$3.24 ----- Grand Total: \$45.02
Credit Card transactions	Visa ending in 9931: June 30, 2023: \$45.02

To view the status of your order, return to [Order Summary](#).

KFS Account Transactions - Income and Expense

Report

Run Date/Time: 01/05/2024 8:58:11 AM

Page #: 1 of 3

Run by: Ashley Vuong

FS0100-Detail General Ledger

Fiscal Year: 2024 Period(s) Selected: 03 - SEPT. 2023

Chart: IR

Org: 6191

Org Title: OFFICE OF UCI-NATURE

Account: PC15547

Account Name: 486369-58786 UCI-Nature/LAND IQ

Control Account - UC Account: UC58786 - 486369

Agency Name: LAND IQ, LLC

Fiscal Officer: Daniel S Nguyen

Account Manager: Sinqui Musto

Project Director: Megan E Lulow

Sub Fund Grp Type

Award #: -

Award Begin Date: 01/03/2023

Award End Date: 03/31/2025

ICR Rate: 0.00%

Private Contracts-Restricted

GEC Doc#	Period	Object Type	Object Level	Object Code	Doc Type	Origin	Doc No	Description	Post Date	Ledger Entry ID	Org Doc No	Project	OrgRefID	Doc Ref No	Budget	Actuals	Encumbrances
Account - PC15547																	
Consolidation - SWG2																	
	03	EX	SWGN	1200	IBI	UP	20230902	BI-WEEKLY Check Date 09/13/2023	09/12/23	136831053	-	-	-	-	\$0.00	\$472.28	\$0.00
	03	EX	SWGN	1200	IBI	UP	20230916	BI-WEEKLY Check Date 09/27/2023	09/26/23	137643836	-	-	-	-	\$0.00	\$485.78	\$0.00
	03	EX	SWGN	1200	IBI	UP	20230930	BI-WEEKLY Check Date 10/11/2023	10/10/23	138202626	-	-	-	-	\$0.00	\$1,169.26	\$0.00
	03	EX	SWGN	1200	IBI	UP	20230930	MONTHLY Check Date 09/29/2023	09/28/23	137779441	-	-	-	-	\$0.00	\$1,539.94	\$0.00
	03	EX	SWGN	1211	IBI	UP	20230930	MONTHLY Check Date 09/29/2023	09/28/23	137779442	-	-	-	-	\$0.00	\$2,852.17	\$0.00
	03	EX	SWGN	1285	IBI	UP	20230930	MONTHLY Check Date 09/29/2023	09/28/23	137779443	-	-	-	-	\$0.00	\$129.68	\$0.00
Consolidation Summary - SWG2 for period 03															\$0.00	\$6,649.11	\$0.00
Consolidation - BENF																	
	03	EX	BENE	1627	IBI	UP	20230930	MONTHLY Check Date 09/29/2023	09/28/23	137779444	-	-	-	-	\$0.00	(\$129.68)	\$0.00
	03	EX	BENE	1627	IBI	UP	20230930	MONTHLY Check Date 09/29/2023	09/28/23	137779445	-	-	-	-	\$0.00	\$155.07	\$0.00
	03	EX	BENE	1678	IBI	UP	20230902	BI-WEEKLY Check Date 09/13/2023	09/12/23	136831054	-	-	-	-	\$0.00	\$3.21	\$0.00
	03	EX	BENE	1678	IBI	UP	20230916	BI-WEEKLY Check Date 09/27/2023	09/26/23	137643837	-	-	-	-	\$0.00	\$3.30	\$0.00
	03	EX	BENE	1678	IBI	UP	20230930	BI-WEEKLY Check Date 10/11/2023	10/10/23	138202627	-	-	-	-	\$0.00	\$7.95	\$0.00
	03	EX	BENE	1678	IBI	UP	20230930	MONTHLY Check Date 09/29/2023	09/28/23	137779446	-	-	-	-	\$0.00	\$14.94	\$0.00
	03	EX	BENE	1685	IBI	UP	20230902	BI-WEEKLY Check Date 09/13/2023	09/12/23	136831055	-	-	-	-	\$0.00	\$245.59	\$0.00
	03	EX	BENE	1685	IBI	UP	20230916	BI-WEEKLY Check Date 09/27/2023	09/26/23	137643838	-	-	-	-	\$0.00	\$252.61	\$0.00
	03	EX	BENE	1685	IBI	UP	20230930	BI-WEEKLY Check Date 10/11/2023	10/10/23	138202628	-	-	-	-	\$0.00	\$608.02	\$0.00
	03	EX	BENE	1685	IBI	UP	20230930	MONTHLY Check Date 09/29/2023	09/28/23	137779447	-	-	-	-	\$0.00	\$1,414.70	\$0.00
Consolidation Summary - BENF for period 03															\$0.00	\$2,575.71	\$0.00

KFS Account Transactions - Income and Expense Report

FS0100-Detail General Ledger

Fiscal Year: 2024 Period(s) Selected: 03 - SEPT. 2023

GEC Doc#	Period	Object Type	Object Level	Object Code	Doc Type	Origin	Doc No	Description	Post Date	Ledger Entry ID	Org Doc No	Project	OrgRefID	Doc Ref No	Budget	Actuals	Encumbrances
Consolidation - SUPL																	
	03	EX	SUPP	8035	PCDO	01	21459400	5TB External Hard Drive for Storage	09/26/23	137663386	-	-	-	-	\$0.00	\$215.48	\$0.00
Consolidation Summary - SUPL for period 03															\$0.00	\$215.48	\$0.00
Consolidation - GENX																	
	03	EX	SRVC	7065	IBI	UP	20230902	BI-WEEKLY Check Date 09/13/2023	09/12/23	136831056	-	-	-	-	\$0.00	\$4.77	\$0.00
	03	EX	SRVC	7065	IBI	UP	20230916	BI-WEEKLY Check Date 09/27/2023	09/26/23	137643839	-	-	-	-	\$0.00	\$4.91	\$0.00
	03	EX	SRVC	7065	IBI	UP	20230930	BI-WEEKLY Check Date 10/11/2023	10/10/23	138202629	-	-	-	-	\$0.00	\$11.81	\$0.00
	03	EX	SRVC	7065	IBI	UP	20230930	MONTHLY Check Date 09/29/2023	09/28/23	137779448	-	-	-	-	\$0.00	\$44.36	\$0.00
Consolidation Summary - GENX for period 03															\$0.00	\$65.85	\$0.00
Total Expense for period 03															\$0.00	\$9,506.15	\$0.00

OTHER DIRECT COSTS FOR SEPTEMBER 2023:
GAEL NOT INCLUDING TO BENEFITS:
\$4.77 + \$4.91 + \$44.36 = \$54.04

Description of Total Assessment Rates:

GAEL is UCI's acronym for (General, Automobile, and Employment Practices Liability), which is an automatic assessment to cover various liability and related loss prevention programs for all UC employees <https://accounting.uci.edu/cost-analysis/campus-assessment.html#gael>. Rates are assessed based on salaries of employee and on funding source, using the following rates:

FY 2023-24 *	
GAEL Rates	0.886%
Prop 2	0.118%
Total Assessment Rates	1.01%

The total assessment rate of 1.01% is calculated as the sum of the Prop 2 and GAEL rates (listed above) and is applied to personnel salaries (prior to other benefits applied).

In the September 2023 invoice, ODCs are listed as the total assessment rates, calculated as follows:

- Total personnel salaries (pre-benefit) = \$5,350.50
- Total assessment rate = \$54.04 (1.01% x \$5,350.50)

KFS Account Transactions - Income and Expense

Report

FS0100-Detail General Ledger

Fiscal Year: 2024 Period(s) Selected: 03 - SEPT. 2023

Run Date/Time: 01/05/2024 8:58:11 AM

Page #: 3 of 3

Run by: Ashley Vuong

Chart: IR

Org: 8525

Org Title: CONTROL - CONTRACTS & GRANTS

Account: UC58786

Account Name: LAND IQ 225754 LULOW G0 CR 3/25

Control Account - UC Account: UC58786 - -

Agency Name: LAND IQ, LLC

Fiscal Officer: Ashley Vuong

Account Manager: Beata I Najman

Project Director: Megan E Lulow

Sub Fund Grp Type

Award #: -

Award Begin Date: 01/02/2023

Award End Date: 03/31/2025

ICR Rate: 0.00%

Private Contracts-Restricted

GEC Doc#	Period	Object Type	Object Level	Object Code	Doc Type	Origin	Doc No	Description	Post Date	Ledger Entry ID	Org Doc No	Project	OrgRefID	Doc Ref No	Budget	Actuals	Encumbrances
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Account - UC58786

Consolidation - INCO																	
	03	IN	INCM	R012	CINV	01	21356029	105753 [avuong6] UC58786-AUGUST 2023	09/13/23	137091283	-	-	-	-	\$0.00	\$32,250.17	\$0.00
Consolidation Summary - INCO for period 03															\$0.00	\$32,250.17	\$0.00
Total Income for period 03															\$0.00	\$32,250.17	\$0.00



UCPath Salaries by Fund Report

Fiscal Year: 2024 Period(s) Selected: 3 - September

Run Date/Time: 01/05/2024 9:02:19 AM
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Control Account: IR - UC58786 LAND IQ 225754 LULOW G0 CR 3/25

Accounting Date	KFS Org	UC Account	UC Fund	KFS Consolidation Code	KFS Object Code	KFS Project	Line Description	KFS Account	Employee ID	Employee Name	Job Code	Job Code Description	Pay End Date	UC Earn End Date	Earn Code	FTE	Comp Frequency	Comp Rate	FTE Comp Rate	Percent Total Pay	Hours	Salary Amount	Fringe Amount
09/30/2023	6191	486369	58786	SWG2	1200			PC15547	10286318	Coffey, Julie Ellen	009611	SRA 3	09/30/2023	09/30/2023	REG	1	M	5,455.96	5,455.96	0.2823	47.42	1,539.94	0.00
09/30/2023	6191	486369	58786	SWG2	1200			PC15547	10308213	Rood, Sicco Herman	009617	SRA 2 NEX	09/02/2023	09/02/2023	REG	0.475	H	39.82	39.82	0.3389	11.86	472.28	0.00
09/30/2023	6191	486369	58786	SWG2	1200			PC15547	10308213	Rood, Sicco Herman	009617	SRA 2 NEX	09/16/2023	09/16/2023	REG	0.475	H	39.82	39.82	0.3389	12.20	485.78	0.00
09/30/2023	6191	486369	58786	SWG2	1200			PC15547	10308213	Rood, Sicco Herman	009617	SRA 2 NEX	09/30/2023	09/30/2023	REG	0.475	H	39.82	39.82	0.8157	29.36	1,169.26	0.00
09/30/2023	6191	486369	58786	SWG2	1211			PC15547	10283026	Fiore, Nicole M	003252	POSTDOC-EMPLOYEE	09/30/2023	09/30/2023	REG	1	UC_FY	5,185.00	5,185.00	0.2242	37.66	1,162.27	0.00
09/30/2023	6191	486369	58786	SWG2	1211			PC15547	10283754	Lulow, Megan E	003403	PROJ SCIENTIST-FY NON REP	09/30/2023	08/31/2023	REG	1	UC_FY	9,791.67	9,791.67	(0.0125)	(2.30)	(129.68)	0.00
09/30/2023	6191	486369	58786	SWG2	1211			PC15547	10283754	Lulow, Megan E	003403	PROJ SCIENTIST-FY NON REP	09/30/2023	09/30/2023	REG	1	UC_FY	9,791.67	9,791.67	0.0671	11.28	657.31	0.00
09/30/2023	6191	486369	58786	SWG2	1211			PC15547	10569787	Brigham, Laurel Marie	003252	POSTDOC-EMPLOYEE	09/30/2023	09/30/2023	REG	1	UC_FY	5,185.00	5,185.00	0.2242	37.66	1,162.27	0.00
09/30/2023	6191	486369	58786	SWG2	1285			PC15547	10283754	Lulow, Megan E	003403	PROJ SCIENTIST-FY NON REP	09/30/2023	08/31/2023	VAC	1	UC_FY	9,791.67	9,791.67	0.0125	2.30	129.68	0.00
SWG2 - SALARIES & WAGES GENERAL ASSISTANCE																					187.44	6,649.11	0.00
09/30/2023	6191	486369	58786	BENF	1627		Leave Assessment - Expense	PC15547	10283754	Lulow, Megan E	003403	PROJ SCIENTIST-FY NON REP	09/30/2023	09/30/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	39.57
09/30/2023	6191	486369	58786	BENF	1627		Leave Assessment - Expense	PC15547	10286318	Coffey, Julie Ellen	009611	SRA 3	09/30/2023	09/30/2023		1	M	5,455.96	5,455.96		0.00	0.00	115.50
09/30/2023	6191	486369	58786	BENF	1627		Vacation Usage Fringe Expense	PC15547	10283754	Lulow, Megan E	003403	PROJ SCIENTIST-FY NON REP	09/30/2023	09/30/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	(129.68)
09/30/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10283754	Lulow, Megan E	003403	PROJ SCIENTIST-FY NON REP	09/30/2023	09/30/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	4.47
09/30/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10286318	Coffey, Julie Ellen	009611	SRA 3	09/30/2023	09/30/2023		1	M	5,455.96	5,455.96		0.00	0.00	10.47
09/30/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10308213	Rood, Sicco Herman	009617	SRA 2 NEX	09/02/2023	09/02/2023		0.475	H	39.82	39.82		0.00	0.00	3.21
09/30/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10308213	Rood, Sicco Herman	009617	SRA 2 NEX	09/16/2023	09/16/2023		0.475	H	39.82	39.82		0.00	0.00	3.30
09/30/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10308213	Rood, Sicco Herman	009617	SRA 2 NEX	09/30/2023	09/30/2023		0.475	H	39.82	39.82		0.00	0.00	7.95
09/30/2023	6191	486369	58786	BENF	1685		CBR	PC15547	10283026	Fiore, Nicole M	003252	POSTDOC-	09/30/2023	09/30/2023		1	UC_FY	5,185.00	5,185.00		0.00	0.00	226.64



UCPath Salaries by Fund Report

Fiscal Year: 2024 Period(s) Selected: 3 - September

Run Date/Time: 01/05/2024 9:02:19 AM
Page #: 2 of 2

Accounting Date	KFS Org	UC Account	UC Fund	KFS Consolidation Code	KFS Object Code	KFS Project	Line Description	KFS Account	Employee ID	Employee Name	Job Code	Job Code Description	Pay End Date	UC Earn End Date	Earn Code	FTE	Comp Frequency	Comp Rate	FTE Comp Rate	Percent Total Pay	Hours	Salary Amount	Fringe Amount
							Assessment - Expense					EMPLOYEE											
09/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	09/30/2023	09/30/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	245.35
09/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	09/30/2023	09/30/2023		1	M	5,455.96	5,455.96		0.00	0.00	716.07
09/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/02/2023	09/02/2023		0.475	H	39.82	39.82		0.00	0.00	245.59
09/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/16/2023	09/16/2023		0.475	H	39.82	39.82		0.00	0.00	252.61
09/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/30/2023	09/30/2023		0.475	H	39.82	39.82		0.00	0.00	608.02
09/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10569787	Brigham,Laurel Marie	003252	POSTDOC-EMPLOYEE	09/30/2023	09/30/2023		1	UC_FY	5,185.00	5,185.00		0.00	0.00	226.64
BENF - BENEFITS																					0.00	0.00	2,575.71
09/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10283026	Fiore,Nicole M	003252	POSTDOC-EMPLOYEE	09/30/2023	09/30/2023		1	UC_FY	5,185.00	5,185.00		0.00	0.00	11.74
09/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	09/30/2023	09/30/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	5.33
09/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	09/30/2023	09/30/2023		1	M	5,455.96	5,455.96		0.00	0.00	15.55
09/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/02/2023	09/02/2023		0.475	H	39.82	39.82		0.00	0.00	4.77
09/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/16/2023	09/16/2023		0.475	H	39.82	39.82		0.00	0.00	4.91
09/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/30/2023	09/30/2023		0.475	H	39.82	39.82		0.00	0.00	11.81
09/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10569787	Brigham,Laurel Marie	003252	POSTDOC-EMPLOYEE	09/30/2023	09/30/2023		1	UC_FY	5,185.00	5,185.00		0.00	0.00	11.74
GENX - GENERAL EXPENSES																					0.00	0.00	65.85
PC15547 - 486369-58786 UCI-Nature/LAND IQ																					187.44	6,649.11	2,641.56
58786 - LAND IQ 225754 LULOW G0 CR 3/25																					187.44	6,649.11	2,641.56

LAND IQ PERSONAL VEHICLE USAGE LOG

Date	Project Name	Phase/Task	Total Mileage	Mileage Rate	Total Amount	Driver	Location	Purpose
9/27/2023	Borrego Springs Watermaster	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	375	0.655	\$ 245.63	Travis Brooks	Roundtrip Travel to Bauer Parcel in Borrego Springs	Work with BWD/Bauer to Build Sample Sand Fences
				TOTAL	\$ 245.63			



Description of Services Rendered

Project 940-80-22-05

Grant Component No. 6: Biological Restoration of Fallowed Lands

Water Year 2023 - Invoice Period: September 1 to September 30

The services billed in this invoice are for work performed on the tasks included in Grant Component No. 6: Biological Restoration of Fallowed Lands. The work is the Land IQ portion of the total scope of work. The remainder of the scope of work is being performed by West Yost.

CATEGORY (A) COMPONENT ADMINISTRATION. The work performed for this task includes monthly project management of the tasks included in Component 6 and preparation of quarterly grant progress reports for submittal to the Borrego Water District (BWD). The work performed during the invoice period includes:

- Performed monthly project management tasks including budget, schedule, and scope of work progress evaluations.

CATEGORY (D) MONITORING, ASSESSMENT. The work performed for this task includes the monitoring and reporting portion of the Component 6 tasks. The work performed in this reporting period included:

TASK 2 - DATA REVIEW.

- No Activity this Month. This task is complete.

TASK 3 - HABITAT FIELD STUDY.

- Data Management
- Data Analysis

TASK 4 - SAND FENCE CASE STUDY.

- Update Methodology for Fallowed Farmland Brush Fence Study
- Coordinate with County, Landowners, and Watermaster Staff to develop study
- Communicate with landowners regarding easement language for inclusion of fallowed land in the study
- Field work to build sample tree fence and scattered tree treatments with David Bauer and BWD.

TASK 5 - FOLLOWING REHAB STRATEGIES.

- No Activity this Month

TASK 6 - FOLLOWING PRIORITIZATION.

- No Activity this Month

Description of Services
940-80-22-05 (WY 2023)
Page 2

CATEGORY (E) STAKEHOLDER OUTREACH. The work performed for this task includes stakeholder outreach activities to support the implementation and communication of the Component 6 tasks. The work performed in this reporting period included:

TASK 7 - ENVIRONMENTAL WORKING GROUP MEETINGS.

- Prepare and Present Update to the EWG on Study Design for the Habitat Field Study and Sand Fence Case Study. Virtual Meeting Held on September 26, 2023. Meeting Materials are posted to the Watermaster Webpage for public access and review.

Task	Sep-23
	<i>Totals</i>
	\$22,664.74
Category (a) Component Administration - Category 7	\$55.00
Component Administration	\$55.00
Category (d) Monitoring, Assessment	\$15,549.74
Task 1 - Data Review	\$0.00
Task 2 - Habitat Field Study	\$567.98
Task 3 - Sand Fence Case Study	\$14,981.76
Task 4 - Fallowing Rehab Strategies	\$0.00
Task 5 - Fallowing Prioritization	\$0.00
Category (e) Stakeholder Outreach	\$7,060.00
Task 6 - EWG Meetings	\$7,060.00

Notes:

(a) Does not include work performed by West Yost



Land IQ, LLC
2020 L Street
Suite 210
Sacramento, CA 95811
www.landIQ.com

Borrego Springs Watermaster
c/o West Yost & Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Invoice Date: 10/31/23
Total Amount: \$19,593.79
Invoice Number: 5689
Invoice Period: 10/01/23 - 10/31/23
Engagement: Borrego Springs Watermaster

Approved February 5, 2024

Summary of Charges

Description	Amount
Task A. LIQ (WY22/23) Project Management	\$1,205.00
Task 2: LIQ (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study	\$967.50
Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	\$4,862.50
Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	\$2,827.50
Task 2: UCI (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study Expenses	\$4,702.60
Task 3: UCI (WY22/23) Brush Pile Wildlife Sand Fence Case Study Expenses	\$4,702.60
Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings Expenses	\$326.09
TOTAL AMOUNT DUE	\$19,593.79



Land IQ, LLC
2020 L Street
Suite 210
Sacramento, CA 95811
www.landIQ.com

Borrego Springs Watermaster
c/o West Yost & Associates
23692 Birtcher Drive
Lake Forest, CA 92630

Invoice Date: 10/31/23
Total Amount: \$19,593.79
Invoice Number: 5689
Invoice Period: 10/01/23 - 10/31/23
Engagement: Borrego Springs Watermaster

SUMMARY OF FEES

Source	Hrs	Rate	Amount
Task A. LIQ (WY22/23) Project Management			
Laura McFadden	1.50	\$110.00	\$165.00
Robert Travis Brooks	6.50	\$160.00	\$1,040.00
Task A. LIQ (WY22/23) Project Management	8.00		\$1,205.00
Task 2: LIQ (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study			
Robert Travis Brooks	1.00	\$160.00	\$160.00
Stephanie Tillman	4.25	\$190.00	\$807.50
Task 2: LIQ (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study	5.25		\$967.50
Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study			
Stephanie Tillman	8.75	\$190.00	\$1,662.50
Robert Travis Brooks	20.00	\$160.00	\$3,200.00
Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	28.75		\$4,862.50
Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings			
Robert Travis Brooks	15.00	\$160.00	\$2,400.00
Stephanie Tillman	2.25	\$190.00	\$427.50
Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	17.25		\$2,827.50
TOTAL FEES & EXPENSES	59.25		\$19,593.79

TIME & EXPENSE DETAIL

Date	Task	Description	Hrs	Rate	Amount
Robert Travis Brooks					
10/6/23	Task A. LIQ (WY22/23) Project Management	Project Management and coordination	1.00	\$160.00	\$160.00
10/11/23	Task A. LIQ (WY22/23) Project Management	Project Management, Monthly Sep Report, Scheduling	1.50	\$160.00	\$240.00
10/17/23	Task A. LIQ (WY22/23) Project Management	Project Management	1.50	\$160.00	\$240.00
10/23/23	Task A. LIQ (WY22/23) Project Management	Project Management	0.50	\$160.00	\$80.00
10/26/23	Task A. LIQ (WY22/23) Project Management	project management	1.00	\$160.00	\$160.00
10/31/23	Task A. LIQ (WY22/23) Project Management	Project management	1.00	\$160.00	\$160.00
10/11/23	Task 2: LIQ (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study	Review of data collected by UCI presented at EWG Meeting from Sep	1.00	\$160.00	\$160.00
10/12/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Attendance at Watermaster Board Meeting to answer any questions about the easement agreements or the study design.	2.00	\$160.00	\$320.00
10/9/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Prep for call with David about developing a bid to construct the study desing	1.50	\$160.00	\$240.00
10/11/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Easement Agreement discussions with staff and Rodney; and a meeting with David Bauer to discuss implementation timeline and items to include in a bid cost sheet for him to complete for Task 3 implementation.	4.50	\$160.00	\$720.00
10/4/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Site selection; plot layout	5.00	\$160.00	\$800.00
10/5/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Task 3 Study Map	5.00	\$160.00	\$800.00
10/6/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	Borrego Springs Watermaster Board package, including Memo and Exhibit C	2.00	\$160.00	\$320.00
10/20/23	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	Print flyers for Borrego Days	0.50	\$160.00	\$80.00
10/21/23	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	Roundtrip Travel and Attendance at Borrego Days Event for Public Outreach on Project	14.00	\$160.00	\$2,240.00
10/5/23	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	Meeting with BWD about potential Borrego Days participation	0.50	\$160.00	\$80.00
Robert Travis Brooks			42.50		\$6,800.00
Laura McFadden					
10/10/23	Task A. LIQ (WY22/23) Project Management	Project Management Support	0.50	\$110.00	\$55.00

Date	Task	Description	Hrs	Rate	Amount
10/11/23	Task A. LIQ (WY22/23) Project Management	Project Management Support	0.50	\$110.00	\$55.00
10/13/23	Task A. LIQ (WY22/23) Project Management	Project Management Support	0.50	\$110.00	\$55.00
		Laura McFadden	1.50		\$165.00
Stephanie Tillman					
10/25/23	Task 2: LIQ (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study	carbon background in deserts	0.50	\$190.00	\$95.00
10/17/23	Task 2: LIQ (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study	Call with Tyler Bilyk re following options; call with Travis re next steps using additional info; sent email summary to group; sent response email to Tyler re other feedback from other landowners and carbon issue.	2.25	\$190.00	\$427.50
10/18/23	Task 2: LIQ (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study	started drafting info for rehab strategies	0.50	\$190.00	\$95.00
10/19/23	Task 2: LIQ (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study	communication with Laurel re C emissions and land access	0.50	\$190.00	\$95.00
10/23/23	Task 2: LIQ (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study	carbon comparisons	0.50	\$190.00	\$95.00
10/12/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	revisions to Borrego Days brochure	0.75	\$190.00	\$142.50
10/11/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	conversation with Travis re irrigation status of T2 parcel; mtg with Travis, Megan and D. Bauer; travel schedule	1.50	\$190.00	\$285.00
10/3/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	communication with Geoff and Travis re Task 3	0.50	\$190.00	\$95.00
10/4/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	communication with Travis re details for Task 3 memo for board meeting	0.50	\$190.00	\$95.00
10/5/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	communication with G. Poole, C. Milkey and Travis re easement supporting documents; finished drafting memo for board packet	3.00	\$190.00	\$570.00
10/6/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	revisions to documents for board packet; communication with Travis re Bylik, etc.	1.50	\$190.00	\$285.00
10/24/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	carbon storage and emissions	0.50	\$190.00	\$95.00
10/31/23	Task 3: LIQ (WY22/23) Brush Pile Wildlife Sand Fence Case Study	arrangements for Dec mtg	0.50	\$190.00	\$95.00
10/5/23	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	drafted brochure for Borrego Days	1.00	\$190.00	\$190.00
10/11/23	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	brochure for Borrego Days	1.00	\$190.00	\$190.00
10/10/23	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	Reviewed emails from Monday re mtgs and schedule	0.25	\$190.00	\$47.50

Date	Task	Description	Hrs	Rate	Amount
		Stephanie Tillman	15.25		\$2,897.50
		TOTAL FEES	59.25		\$9,862.50

Date	Code	Task	Description	Amount
Land IQ Expenses				
10/31/23	Professional Services	Task 2: UCI (WY 22/23) Existing Fallowed Farmland and Reference Natural Habitat Field Study	UCIrvine: Invoice No: 21943932-58786	\$4,702.60
10/31/23	Professional Services	Task 3: UCI (WY22/23) Brush Pile Wildlife Sand Fence Case Study	UCIrvine: Invoice No: 21943932-58786	\$4,702.60
			Land IQ Expenses	\$9,405.20

Robert Travis Brooks

10/20/23	Office Supplies	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	FedEx Office: Flyer Reproduction	\$78.84
10/20/23	Office Supplies	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	FedEx Office: Flyer Reproduction	\$1.62
10/21/23	Mileage-Auto 2023	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	Travel Roundtrip (375 miles total) from LA Office (3791 Wade St, Los Angeles) to Bauer Parcel in Borrego Springs for Roundtrip Travel and Attendance at Borrego Days Event for Public Outreach on Project START MILEAGE: 237,719 END MILEAGE: 237,994	\$245.63
			Robert Travis Brooks	\$326.09
			TOTAL EXPENSES	\$9,731.29

TOTAL AMOUNT DUE**\$19,593.79**



UCIRVINE

Contracts and Grants Accounting

228 Aldrich Hall
Irvine, CA 92697-1050
Fax: (949) 824-3895

Invoice No: 21953932-58786

Date: 11/13/2023

Federal Tax ID: 95-2226406

Proposal Number: 105753

UC Fund Number: 58786

Reference:

LAND IQ, LLC
2020 L STREET, SUITE 210
SACRAMENTO, CA 95811

Please Include Invoice Number with Check or Wire Payment

Award Number: 225754
Project Title: Concept Feasibility Plan for Rehabilitation of Fallowed Irrigated Agricultural Land in the Borrego Valley Groundwater Basin
Principal Investigator: Lulow, Megan
Project Title: 01/02/2023 to 03/31/2025

Billing Period: 10/01/2023-10/31/2023

Expense Category	Cumulative To Date	Previously Billed	Current Expenses
Labor - Task A	\$5,837.45	\$5,837.45	\$0.00
Labor - Task 1	\$16,250.00	\$16,250.00	\$0.00
Labor - Task 2	\$44,399.42	\$39,696.82	\$4,702.60
Labor - Task 3	\$13,387.90	\$8,685.30	\$4,702.60
Labor - Task 6	\$3,700.00	\$3,700.00	\$0.00
Direct Expense	\$9,441.67	\$9,441.67	\$0.00
	\$93,016.44	\$83,611.24	\$9,405.20
Indirect Costs (0%)	\$0.00	\$0.00	\$0.00
	\$93,016.44	\$83,611.24	\$9,405.20
Current Invoice Total			\$9,405.20

Please make your check payable to The Regents of the University of California Irvine, CONTRACTS AND GRANTS ACCOUNTING 228 ALDRICH HALL, IRVINE, CALIFORNIA 92697-1050. Include a reference to the invoice number and mail your payment to the above address. If you have any questions regarding this invoice, please contact Ashley Vuong for assistance at (949) 824-3406 or email avuong6@uci.edu

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Certified By

DocuSigned by:

A5C03A9D5EAD46E

Griselda Duran
Manager, Contracts & Grants Accounting

UCI October Activities REFARM

Task 2 Activities:

- All staff monthly check in meeting
- Drone methodology and image analysis meetings
- Data processing and figure creation for landscape structure and function from 9 retired farmland sites and 7 natural reference sites
- Meeting drone DEMS, pulled DTMs into ArcGIS to look at, crop to plot size and extract environmental variables/statistics
- GIS metadata and organizing drone imagery and storage
- Set up Github page to host project code
- Data processing and statistical analyses of vegetation data from 9 retired farmland sites and 7 natural reference sites
- Process DEM and DTM drone flights for a number of the sand fence plots and environs.
- Assist refarm researchers during visits and with Borrego Days community outreach event.

Task 3 Activities:

- All staff monthly check in meeting
- Sand fence methodology planning, review, coordination
- Sand Fence methodology planning, Sand Fence coordination meetings, Finalizing scale drawings of Sand Fences and maps of plots
- Drone methodology and image analysis meetings
- Update to Schedule of deliverables to adjust for timing of Sand Fence Construction
- Set up Github page to host project code
- Process DEM and DTM drone flights for a number of the sand fence plots and environs.

SUMMARY OF LABOR PER HOUR

October 2023			
Individual	Time (h)	Rate (h)	Total
Post-Doctoral Researcher 1 (Fiore)	38.0	\$ 38.59	\$ 1,466.40
Post-Doctoral Researcher 2 (Brigham)	38.0	\$ 38.59	\$ 1,466.40
Research Associate 1 (Rood)*	58.1	\$ 61.20	\$ 3,554.14
Research Associate 2 (Coffey)	43.8	\$ 48.82	\$ 2,139.15
Senior Scientist 2 (Lulow)	8.9	\$ 87.61	\$ 779.11
*Includes 29 hours conducted in September 2023			\$ 9,405.20

Contracts and Grants Accounting

228 Aldrich Hall
Irvine, CA 92697-1050

Date: 11/13/2023

Federal Tax ID: 95-2226406

Proposal Number: 105753

UC Fund Number: 58786

Reference:

LAND IQ, LLC
2020 L STREET, SUITE 210
SACRAMENTO, CA 95811

Please Include Invoice Number with Check or Wire Payment

Award Number: 225754
Project Title: Concept Feasibility Plan for Rehabilitation of Fallowed Irrigated Agricultural Land in the Borrego Valley Groundwater Basin
Principal Investigator: Lulow, Megan
Project Period: 01/02/2023 to 03/31/2025

Billing Period: 10/01/2023 to 10/31/2023

<u>Expense Category</u>	<u>Cumulative To Date</u>	<u>Previously Billed</u>	<u>Current Expenses</u>
Salaries and Wages	\$60,266.78	\$53,545.60	\$6,721.18
Fringe Benefits	\$21,861.83	\$19,244.66	\$2,617.17
Supplies and Materials	\$10,042.18	\$10,042.18	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Other Direct Costs	\$845.65	\$778.80	\$66.85
Subawards	\$0.00	\$0.00	\$0.00
	<hr/>	<hr/>	<hr/>
	\$93,016.44	\$83,611.24	\$9,405.20
Indirect Costs (0%)	<hr/>	<hr/>	<hr/>
	\$0.00	\$0.00	\$0.00
	<hr/>	<hr/>	<hr/>
	\$93,016.44	\$83,611.24	\$9,405.20
	<hr/>	<hr/>	<hr/>
Current Invoice Total			\$9,405.20

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By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Certified By



Griselda Duran
Manager, Contracts & Grants Accounting

KFS Account Transactions - Income and Expense Report

Run Date/Time: 01/05/2024 9:14:59 AM
Page #: 1 of 4
Run by: Ashley Vuong

FS0100-Detail General Ledger

Fiscal Year: 2024 Period(s) Selected: 03 - SEPT. 2023, 04 - OCT. 2023, 05 - NOV. 2023

Chart: IR

Org: 6191

Org Title: OFFICE OF UCI-NATURE

Account: PC15547

Account Name: 486369-58786 UCI-Nature/LAND IQ

Control Account - UC Account: UC58786 - 486369

Agency Name: LAND IQ, LLC

Fiscal Officer: Daniel S Nguyen

Account Manager: Sinqui Musto

Project Director: Megan E Lulow

Sub Fund Grp Type

Award #: -

Award Begin Date: 01/03/2023

Award End Date: 03/31/2025

ICR Rate: 0.00%

Private Contracts-Restricted

GEC Doc#	Period	Object Type	Object Level	Object Code	Doc Type	Origin	Doc No	Description	Post Date	Ledger Entry ID	Org Doc No	Project	OrgRefID	Doc Ref No	Budget	Actuals	Encumbrances
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Account - PC15547

Consolidation - SWG2

	03	EX	SWGN	1200	IBI	UP	20230902	BI-WEEKLY Check Date 09/13/2023	09/12/23	136831053	-	-	-	-	\$0.00	\$472.28	\$0.00
	03	EX	SWGN	1200	IBI	UP	20230916	BI-WEEKLY Check Date 09/27/2023	09/26/23	137643836	-	-	-	-	\$0.00	\$485.78	\$0.00
	03	EX	SWGN	1200	IBI	UP	20230930	BI-WEEKLY Check Date 10/11/2023	10/10/23	138202626	-	-	-	-	\$0.00	\$1,169.26	\$0.00
	03	EX	SWGN	1200	IBI	UP	20230930	MONTHLY Check Date 09/29/2023	09/28/23	137779441	-	-	-	-	\$0.00	\$1,539.94	\$0.00
	04	EX	SWGN	1200	IBI	UP	20231014	BI-WEEKLY Check Date 10/25/2023	10/24/23	138702435	-	-	-	-	\$0.00	\$571.64	\$0.00
	04	EX	SWGN	1200	IBI	UP	20231028	BI-WEEKLY Check Date 11/08/2023	11/06/23	139324540	-	-	-	-	\$0.00	\$571.64	\$0.00
	04	EX	SWGN	1200	IBI	UP	20231031	MONTHLY Check Date 11/01/2023	10/31/23	139082968	-	-	-	-	\$0.00	\$1,373.67	\$0.00
	05	EX	SWGN	1200	IBI	UP	20231111	BI-WEEKLY Check Date 11/22/2023	11/21/23	139813744	-	-	-	-	\$0.00	\$571.65	\$0.00
	05	EX	SWGN	1200	IBI	UP	20231125	BI-WEEKLY Check Date 12/06/2023	12/05/23	140389251	-	-	-	-	\$0.00	\$547.83	\$0.00
	05	EX	SWGN	1200	IBI	UP	20231130	MONTHLY Check Date 12/01/2023	11/30/23	140133616	-	-	-	-	\$0.00	\$1,311.64	\$0.00
	03	EX	SWGN	1211	IBI	UP	20230930	MONTHLY Check Date 09/29/2023	09/28/23	137779442	-	-	-	-	\$0.00	\$2,852.17	\$0.00
	04	EX	SWGN	1211	IBI	UP	20231031	MONTHLY Check Date 11/01/2023	10/31/23	139082969	-	-	-	-	\$0.00	\$2,933.95	\$0.00
	05	EX	SWGN	1211	IBI	UP	20231130	MONTHLY Check Date 12/01/2023	11/30/23	140133617	-	-	-	-	\$0.00	\$2,964.17	\$0.00
	03	EX	SWGN	1285	IBI	UP	20230930	MONTHLY Check Date 09/29/2023	09/28/23	137779443	-	-	-	-	\$0.00	\$129.68	\$0.00
	04	EX	SWGN	1285	IBI	UP	20231031	MONTHLY Check Date 11/01/2023	10/31/23	139082970	-	-	-	-	\$0.00	\$101.02	\$0.00
	05	EX	SWGN	1285	IBI	UP	20231130	MONTHLY Check Date 12/01/2023	11/30/23	140133618	-	-	-	-	\$0.00	\$132.83	\$0.00
Consolidation Summary - SWG2 for period 03, 04, 05															\$0.00	\$17,729.15	\$0.00

Consolidation - BENF

	03	EX	BENE	1627	IBI	UP		MONTHLY Check Date	09/28/23	137779444	-	-	-	-	\$0.00	(\$129.68)	\$0.00
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KFS Account Transactions - Income and Expense Report

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FS0100-Detail General Ledger

Fiscal Year: 2024 Period(s) Selected: 03 - SEPT. 2023, 04 - OCT. 2023, 05 - NOV. 2023

GEC Doc#	Period	Object Type	Object Level	Object Code	Doc Type	Origin	Doc No	Description	Post Date	Ledger Entry ID	Org Doc No	Project	OrgRefID	Doc Ref No	Budget	Actuals	Encumbrances
							20230930	09/29/2023									
	03	EX	BENE	1627	IBI	UP	20230930	MONTHLY Check Date 09/29/2023	09/28/23	137779445	-	-	-	-	\$0.00	\$155.07	\$0.00
	04	EX	BENE	1627	IBI	UP	20231031	MONTHLY Check Date 11/01/2023	10/31/23	139082971	-	-	-	-	\$0.00	(\$101.02)	\$0.00
	04	EX	BENE	1627	IBI	UP	20231031	MONTHLY Check Date 11/01/2023	10/31/23	139082972	-	-	-	-	\$0.00	\$140.55	\$0.00
	05	EX	BENE	1627	IBI	UP	20231130	MONTHLY Check Date 12/01/2023	11/30/23	140133619	-	-	-	-	\$0.00	(\$132.83)	\$0.00
	05	EX	BENE	1627	IBI	UP	20231130	MONTHLY Check Date 12/01/2023	11/30/23	140133620	-	-	-	-	\$0.00	\$138.17	\$0.00
	03	EX	BENE	1678	IBI	UP	20230902	BI-WEEKLY Check Date 09/13/2023	09/12/23	136831054	-	-	-	-	\$0.00	\$3.21	\$0.00
	03	EX	BENE	1678	IBI	UP	20230916	BI-WEEKLY Check Date 09/27/2023	09/26/23	137643837	-	-	-	-	\$0.00	\$3.30	\$0.00
	03	EX	BENE	1678	IBI	UP	20230930	BI-WEEKLY Check Date 10/11/2023	10/10/23	138202627	-	-	-	-	\$0.00	\$7.95	\$0.00
	03	EX	BENE	1678	IBI	UP	20230930	MONTHLY Check Date 09/29/2023	09/28/23	137779446	-	-	-	-	\$0.00	\$14.94	\$0.00
	04	EX	BENE	1678	IBI	UP	20231014	BI-WEEKLY Check Date 10/25/2023	10/24/23	138702436	-	-	-	-	\$0.00	\$3.89	\$0.00
	04	EX	BENE	1678	IBI	UP	20231028	BI-WEEKLY Check Date 11/08/2023	11/06/23	139324541	-	-	-	-	\$0.00	\$3.89	\$0.00
	04	EX	BENE	1678	IBI	UP	20231031	MONTHLY Check Date 11/01/2023	10/31/23	139082973	-	-	-	-	\$0.00	\$13.43	\$0.00
	05	EX	BENE	1678	IBI	UP	20231111	BI-WEEKLY Check Date 11/22/2023	11/21/23	139813745	-	-	-	-	\$0.00	\$3.89	\$0.00
	05	EX	BENE	1678	IBI	UP	20231125	BI-WEEKLY Check Date 12/06/2023	12/05/23	140389252	-	-	-	-	\$0.00	\$3.73	\$0.00
	05	EX	BENE	1678	IBI	UP	20231130	MONTHLY Check Date 12/01/2023	11/30/23	140133621	-	-	-	-	\$0.00	\$13.43	\$0.00
	03	EX	BENE	1685	IBI	UP	20230902	BI-WEEKLY Check Date 09/13/2023	09/12/23	136831055	-	-	-	-	\$0.00	\$245.59	\$0.00
	03	EX	BENE	1685	IBI	UP	20230916	BI-WEEKLY Check Date 09/27/2023	09/26/23	137643838	-	-	-	-	\$0.00	\$252.61	\$0.00
	03	EX	BENE	1685	IBI	UP	20230930	BI-WEEKLY Check Date 10/11/2023	10/10/23	138202628	-	-	-	-	\$0.00	\$608.02	\$0.00
	03	EX	BENE	1685	IBI	UP	20230930	MONTHLY Check Date 09/29/2023	09/28/23	137779447	-	-	-	-	\$0.00	\$1,414.70	\$0.00
	04	EX	BENE	1685	IBI	UP	20231014	BI-WEEKLY Check Date 10/25/2023	10/24/23	138702437	-	-	-	-	\$0.00	\$297.25	\$0.00
	04	EX	BENE	1685	IBI	UP	20231028	BI-WEEKLY Check Date 11/08/2023	11/06/23	139324542	-	-	-	-	\$0.00	\$297.25	\$0.00

KFS Account Transactions - Income and Expense Report

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 Run by: Ashley Vuong

FS0100-Detail General Ledger

Fiscal Year: 2024 Period(s) Selected: 03 - SEPT. 2023, 04 - OCT. 2023, 05 - NOV. 2023

GEC Doc#	Period	Object Type	Object Level	Object Code	Doc Type	Origin	Doc No	Description	Post Date	Ledger Entry ID	Org Doc No	Project	OrgRefID	Doc Ref No	Budget	Actuals	Encumbrances
	04	EX	BENE	1685	IBI	UP	20231031	MONTHLY Check Date 11/01/2023	10/31/23	139082974	-	-	-	-	\$0.00	\$1,345.96	\$0.00
	05	EX	BENE	1685	IBI	UP	20231111	BI-WEEKLY Check Date 11/22/2023	11/21/23	139813746	-	-	-	-	\$0.00	\$297.26	\$0.00
	05	EX	BENE	1685	IBI	UP	20231125	BI-WEEKLY Check Date 12/06/2023	12/05/23	140389253	-	-	-	-	\$0.00	\$284.87	\$0.00
	05	EX	BENE	1685	IBI	UP	20231130	MONTHLY Check Date 12/01/2023	11/30/23	140133622	-	-	-	-	\$0.00	\$1,331.16	\$0.00
Consolidation Summary - BENF for period 03, 04, 05															\$0.00	\$6,516.59	\$0.00
Consolidation - SUPL																	
	03	EX	SUPP	8035	PCDO	01	21459400	5TB External Hard Drive for Storage	09/26/23	137663386	-	-	-	-	\$0.00	\$215.48	\$0.00
Consolidation Summary - SUPL for period 03, 04, 05															\$0.00	\$215.48	\$0.00
Consolidation - GENX																	
	03	EX	SRVC	7065	IBI	UP	20230902	BI-WEEKLY Check Date 09/13/2023	09/12/23	136831056	-	-	-	-	\$0.00	\$4.77	\$0.00
	03	EX	SRVC	7065	IBI	UP	20230916	BI-WEEKLY Check Date 09/27/2023	09/26/23	137643839	-	-	-	-	\$0.00	\$4.91	\$0.00
	03	EX	SRVC	7065	IBI	UP	20230930	BI-WEEKLY Check Date 10/11/2023	10/10/23	138202629	-	-	-	-	\$0.00	\$11.81	\$0.00
	03	EX	SRVC	7065	IBI	UP	20230930	MONTHLY Check Date 09/29/2023	09/28/23	137779448	-	-	-	-	\$0.00	\$44.36	\$0.00
	04	EX	SRVC	7065	IBI	UP	20231014	BI-WEEKLY Check Date 10/25/2023	10/24/23	138702438	-	-	-	-	\$0.00	\$5.77	\$0.00
	04	EX	SRVC	7065	IBI	UP	20231028	BI-WEEKLY Check Date 11/08/2023	11/06/23	139324543	-	-	-	-	\$0.00	\$5.77	\$0.00
	04	EX	SRVC	7065	IBI	UP	20231031	MONTHLY Check Date 11/01/2023	10/31/23	139082975	-	-	-	-	\$0.00	\$43.50	\$0.00
	05	EX	SRVC	7065	IBI	UP	20231111	BI-WEEKLY Check Date 11/22/2023	11/21/23	139813747	-	-	-	-	\$0.00	\$5.77	\$0.00
	05	EX	SRVC	7065	IBI	UP	20231125	BI-WEEKLY Check Date 12/06/2023	12/05/23	140389254	-	-	-	-	\$0.00	\$5.53	\$0.00
	05	EX	SRVC	7065	IBI	UP	20231130	MONTHLY Check Date 12/01/2023	11/30/23	140133623	-	-	-	-	\$0.00	\$43.19	\$0.00
Consolidation Summary - GENX for period 03, 04, 05															\$0.00	\$175.38	\$0.00
Total Expense for period 03, 04, 05															\$0.00	\$24,636.60	\$0.00

OTHER DIRECT COSTS FOR OCTOBER 2023:
 GAEL NOT INCLUDING TO BENEFITS"
 $\$11.81 + \$5.77 + \$5.77 + \$43.50 = \$66.85$

Description of Total Assessment Rates:

GAEL is UCI's acronym for (General, Automobile, and Employment Practices Liability), which is an automatic assessment to cover various liability and related loss prevention programs for all UC employees <https://accounting.uci.edu/cost-analysis/campus-assessment.html#gael>. Rates are assessed based on salaries of employee and on funding source, using the following rates:

FY 2023-24 *	
GAEL Rates	0.886%
Prop 2	0.118%
Total Assessment Rates	1.01%

The total assessment rate of 1.01% is calculated as the sum of the Prop 2 and GAEL rates (listed above) and is applied to personnel salaries (prior to other benefits applied).

In the October 2023 invoice, ODCs are listed as the total assessment rates, calculated as follows:

- Total personnel salaries (pre-benefit) = \$6,620.16
- Total assessment rate = \$66.85 (1.01% x \$6,620.16)

KFS Account Transactions - Income and Expense Report

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Run by: Ashley Vuong

FS0100-Detail General Ledger
Fiscal Year: 2024 Period(s) Selected: 03 - SEPT. 2023, 04 - OCT. 2023, 05 - NOV. 2023

Chart: IR

Org: 8525

Org Title: CONTROL - CONTRACTS & GRANTS

Account: UC58786

Account Name: LAND IQ 225754 LULOW G0 CR 3/25

Control Account - UC Account: UC58786 - -

Agency Name: LAND IQ, LLC

Fiscal Officer: Ashley Vuong

Account Manager: Beata I Najman

Project Director: Megan E Lulow

Sub Fund Grp Type

Award #: -

Award Begin Date: 01/02/2023

Award End Date: 03/31/2025

ICR Rate: 0.00%

Private Contracts-Restricted

GEC Doc#	Period	Object Type	Object Level	Object Code	Doc Type	Origin	Doc No	Description	Post Date	Ledger Entry ID	Org Doc No	Project	OrgRefID	Doc Ref No	Budget	Actuals	Encumbrances
Account - UC58786																	
Consolidation - INCO																	
	03	IN	INCM	R012	CINV	01	21356029	105753 [avuong6] UC58786-AUGUST 2023	09/13/23	137091283	-	-	-	-	\$0.00	\$32,250.17	\$0.00
	04	IN	INCM	R012	CINV	01	21605358	105753 [avuong6] UC58786-SEPT 2023	10/09/23	138171046	-	-	-	-	\$0.00	\$7,709.11	\$0.00
	05	IN	INCM	R012	CINV	01	21953932	105753 [avuong6] UC58786-October 2023	11/13/23	139556882	-	-	-	-	\$0.00	\$9,405.20	\$0.00
Consolidation Summary - INCO for period 03, 04, 05															\$0.00	\$49,364.48	\$0.00
Total Income for period 03, 04, 05															\$0.00	\$49,364.48	\$0.00



UCPath Salaries by Fund Report

Fiscal Year: 2024 Period(s) Selected: 3 - September, 4 - October, 5 - November

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Control Account: IR - UC58786 LAND IQ 225754 LULOW G0 CR 3/25

Accounting Date	KFS Org	UC Account	UC Fund	KFS Consolidation Code	KFS Object Code	KFS Project	Line Description	KFS Account	Employee ID	Employee Name	Job Code	Job Code Description	Pay End Date	UC Earn End Date	Earn Code	FTE	Comp Frequency	Comp Rate	FTE Comp Rate	Percent Total Pay	Hours	Salary Amount	Fringe Amount
09/30/2023	6191	486369	58786	SWG2	1200			PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	09/30/2023	09/30/2023	REG	1	M	5,455.96	5,455.96	0.2823	47.42	1,539.94	0.00
09/30/2023	6191	486369	58786	SWG2	1200			PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/02/2023	09/02/2023	REG	0.475	H	39.82	39.82	0.3389	11.86	472.28	0.00
09/30/2023	6191	486369	58786	SWG2	1200			PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/16/2023	09/16/2023	REG	0.475	H	39.82	39.82	0.3389	12.20	485.78	0.00
09/30/2023	6191	486369	58786	SWG2	1200			PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/30/2023	09/30/2023	REG	0.475	H	39.82	39.82	0.8157	29.36	1,169.26	0.00
10/31/2023	6191	486369	58786	SWG2	1200			PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	10/31/2023	09/30/2023	REG	1	M	5,455.96	5,455.96	(0.0134)	(2.26)	(70.80)	0.00
10/31/2023	6191	486369	58786	SWG2	1200			PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	10/31/2023	10/31/2023	REG	1	M	5,455.96	5,455.96	0.2648	46.60	1,444.47	0.00
10/31/2023	6191	486369	58786	SWG2	1200			PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	10/14/2023	10/14/2023	REG	0.475	H	39.82	39.82	0.3988	14.36	571.64	0.00
10/31/2023	6191	486369	58786	SWG2	1200			PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	10/28/2023	10/28/2023	REG	0.475	H	39.82	39.82	0.3988	14.36	571.64	0.00
11/30/2023	6191	486369	58786	SWG2	1200			PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	11/30/2023	10/31/2023	REG	1	M	5,455.96	5,455.96	(0.0241)	(4.24)	(132.83)	0.00
11/30/2023	6191	486369	58786	SWG2	1200			PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	11/30/2023	11/30/2023	REG	1	M	5,455.96	5,455.96	0.2648	46.60	1,444.47	0.00
11/30/2023	6191	486369	58786	SWG2	1200			PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	11/11/2023	11/11/2023	REG	0.475	H	39.82	39.82	0.3988	14.36	571.65	0.00
11/30/2023	6191	486369	58786	SWG2	1200			PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	11/25/2023	11/25/2023	REG	0.475	H	39.82	39.82	0.3988	13.76	547.83	0.00
11/30/2023	6191	486369	58786	SWG2	1211			PC15547	10283026	Fiore,Nicole M	003252	POSTDOC-EMPLOYEE	11/30/2023	11/30/2023	REG	1	UC_FY	5,572.33	5,572.33	0.2184	38.43	1,216.83	0.00
11/30/2023	6191	486369	58786	SWG2	1211			PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	11/30/2023	11/30/2023	REG	1	UC_FY	9,791.67	9,791.67	0.0542	9.54	530.51	0.00
11/30/2023	6191	486369	58786	SWG2	1211			PC15547	10569787	Brigham,Laurel Marie	003252	POSTDOC-EMPLOYEE	11/30/2023	11/30/2023	REG	1	UC_FY	5,572.33	5,572.33	0.2184	38.43	1,216.83	0.00
10/31/2023	6191	486369	58786	SWG2	1211			PC15547	10283026	Fiore,Nicole M	003252	POSTDOC-EMPLOYEE	10/31/2023	10/31/2023	REG	1	UC_FY	5,572.33	5,572.33	0.2184	38.43	1,216.83	0.00
10/31/2023	6191	486369	58786	SWG2	1211			PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	10/31/2023	09/30/2023	REG	1	UC_FY	9,791.67	9,791.67	(0.0032)	(0.54)	(30.22)	0.00
10/31/2023	6191	486369	58786	SWG2	1211			PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	10/31/2023	10/31/2023	REG	1	UC_FY	9,791.67	9,791.67	0.0542	9.54	530.51	0.00
10/31/2023	6191	486369	58786	SWG2	1211			PC15547	10569787	Brigham,Laurel Marie	003252	POSTDOC-EMPLOYEE	10/31/2023	10/31/2023	REG	1	UC_FY	5,572.33	5,572.33	0.2184	38.43	1,216.83	0.00
09/30/2023	6191	486369	58786	SWG2	1211			PC15547	10283026	Fiore,Nicole M	003252	POSTDOC-EMPLOYEE	09/30/2023	09/30/2023	REG	1	UC_FY	5,185.00	5,185.00	0.2242	37.66	1,162.27	0.00
09/30/2023	6191	486369	58786	SWG2	1211			PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	09/30/2023	08/31/2023	REG	1	UC_FY	9,791.67	9,791.67	(0.0125)	(2.30)	(129.68)	0.00
09/30/2023	6191	486369	58786	SWG2	1211			PC15547	10283754	Lulow,Megan	003403	PROJ	09/30/2023	09/30/2023	REG	1	UC_FY	9,791.67	9,791.67	0.0671	11.28	657.31	0.00



UCPath Salaries by Fund Report

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Accounting Date	KFS Org	UC Account	UC Fund	KFS Consolidation Code	KFS Object Code	KFS Project	Line Description	KFS Account	Employee ID	Employee Name	Job Code	Job Code Description	Pay End Date	UC Earn End Date	Earn Code	FTE	Comp Frequency	Comp Rate	FTE Comp Rate	Percent Total Pay	Hours	Salary Amount	Fringe Amount
										E		SCIENTIST-FY NON REP											
09/30/2023	6191	486369	58786	SWG2	1211			PC15547	10569787	Brigham,Laurel Marie	003252	POSTDOC-EMPLOYEE	09/30/2023	09/30/2023	REG	1	UC_FY	5,185.00	5,185.00	0.2242	37.66	1,162.27	0.00
09/30/2023	6191	486369	58786	SWG2	1285			PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	09/30/2023	08/31/2023	VAC	1	UC_FY	9,791.67	9,791.67	0.0125	2.30	129.68	0.00
10/31/2023	6191	486369	58786	SWG2	1285			PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	10/31/2023	09/30/2023	VAC	1	UC_FY	9,791.67	9,791.67	0.0032	0.54	30.22	0.00
10/31/2023	6191	486369	58786	SWG2	1285			PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	10/31/2023	09/30/2023	VAC	1	M	5,455.96	5,455.96	0.0134	2.26	70.80	0.00
11/30/2023	6191	486369	58786	SWG2	1285			PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	11/30/2023	10/31/2023	VAC	1	M	5,455.96	5,455.96	0.0241	4.24	132.83	0.00
SWG2 - SALARIES & WAGES GENERAL ASSISTANCE																					510.26	17,729.15	0.00
09/30/2023	6191	486369	58786	BENF	1627		Leave Assessment - Expense	PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	09/30/2023	09/30/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	39.57
09/30/2023	6191	486369	58786	BENF	1627		Leave Assessment - Expense	PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	09/30/2023	09/30/2023		1	M	5,455.96	5,455.96		0.00	0.00	115.50
09/30/2023	6191	486369	58786	BENF	1627		Vacation Usage Fringe Expense	PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	09/30/2023	09/30/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	(129.68)
10/31/2023	6191	486369	58786	BENF	1627		Leave Assessment - Expense	PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	10/31/2023	10/31/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	37.52
10/31/2023	6191	486369	58786	BENF	1627		Leave Assessment - Expense	PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	10/31/2023	10/31/2023		1	M	5,455.96	5,455.96		0.00	0.00	103.03
10/31/2023	6191	486369	58786	BENF	1627		Vacation Usage Fringe Expense	PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	10/31/2023	10/31/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	(30.22)
10/31/2023	6191	486369	58786	BENF	1627		Vacation Usage Fringe Expense	PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	10/31/2023	10/31/2023		1	M	5,455.96	5,455.96		0.00	0.00	(70.80)
11/30/2023	6191	486369	58786	BENF	1627		Leave Assessment - Expense	PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	11/30/2023	11/30/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	39.79
11/30/2023	6191	486369	58786	BENF	1627		Leave Assessment - Expense	PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	11/30/2023	11/30/2023		1	M	5,455.96	5,455.96		0.00	0.00	98.38
11/30/2023	6191	486369	58786	BENF	1627		Vacation Usage Fringe Expense	PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	11/30/2023	11/30/2023		1	M	5,455.96	5,455.96		0.00	0.00	(132.83)
11/30/2023	6191	486369	58786	BENF	1678		Expense -	PC15547	10283754	Lulow,Megan	003403	PROJ	11/30/2023	11/30/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	3.61



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Accounting Date	KFS Org	UC Account	UC Fund	KFS Consolidation Code	KFS Object Code	KFS Project	Line Description	KFS Account	Employee ID	Employee Name	Job Code	Job Code Description	Pay End Date	UC Earn End Date	Earn Code	FTE	Comp Frequency	Comp Rate	FTE Comp Rate	Percent Total Pay	Hours	Salary Amount	Fringe Amount
							RPNI Assessments			E		SCIENTIST-FY NON REP											
11/30/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	11/30/2023	11/30/2023		1	M	5,455.96	5,455.96		0.00	0.00	9.82
11/30/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	11/11/2023	11/11/2023		0.475	H	39.82	39.82		0.00	0.00	3.89
11/30/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	11/25/2023	11/25/2023		0.475	H	39.82	39.82		0.00	0.00	3.73
10/31/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	10/31/2023	10/31/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	3.61
10/31/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	10/31/2023	10/31/2023		1	M	5,455.96	5,455.96		0.00	0.00	9.82
10/31/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	10/14/2023	10/14/2023		0.475	H	39.82	39.82		0.00	0.00	3.89
10/31/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	10/28/2023	10/28/2023		0.475	H	39.82	39.82		0.00	0.00	3.89
09/30/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	09/30/2023	09/30/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	4.47
09/30/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	09/30/2023	09/30/2023		1	M	5,455.96	5,455.96		0.00	0.00	10.47
09/30/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/02/2023	09/02/2023		0.475	H	39.82	39.82		0.00	0.00	3.21
09/30/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/16/2023	09/16/2023		0.475	H	39.82	39.82		0.00	0.00	3.30
09/30/2023	6191	486369	58786	BENF	1678		Expense - RPNI Assessments	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/30/2023	09/30/2023		0.475	H	39.82	39.82		0.00	0.00	7.95
09/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10283026	Fiore,Nicole M	003252	POSTDOC-EMPLOYEE	09/30/2023	09/30/2023		1	UC_FY	5,185.00	5,185.00		0.00	0.00	226.64
09/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	09/30/2023	09/30/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	245.35
09/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	09/30/2023	09/30/2023		1	M	5,455.96	5,455.96		0.00	0.00	716.07
09/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/02/2023	09/02/2023		0.475	H	39.82	39.82		0.00	0.00	245.59
09/30/2023	6191	486369	58786	BENF	1685		CBR Assessment	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/16/2023	09/16/2023		0.475	H	39.82	39.82		0.00	0.00	252.61



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							- Expense																
09/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/30/2023	09/30/2023		0.475	H	39.82	39.82		0.00	0.00	608.02
09/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10569787	Brigham,Laurel Marie	003252	POSTDOC-EMPLOYEE	09/30/2023	09/30/2023		1	UC_FY	5,185.00	5,185.00		0.00	0.00	226.64
10/31/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10283026	Fiore,Nicole M	003252	POSTDOC-EMPLOYEE	10/31/2023	10/31/2023		1	UC_FY	5,572.33	5,572.33		0.00	0.00	237.28
10/31/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	10/31/2023	10/31/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	232.64
10/31/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	10/31/2023	10/31/2023		1	M	5,455.96	5,455.96		0.00	0.00	638.76
10/31/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	10/14/2023	10/14/2023		0.475	H	39.82	39.82		0.00	0.00	297.25
10/31/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	10/28/2023	10/28/2023		0.475	H	39.82	39.82		0.00	0.00	297.25
10/31/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10569787	Brigham,Laurel Marie	003252	POSTDOC-EMPLOYEE	10/31/2023	10/31/2023		1	UC_FY	5,572.33	5,572.33		0.00	0.00	237.28
11/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10283026	Fiore,Nicole M	003252	POSTDOC-EMPLOYEE	11/30/2023	11/30/2023		1	UC_FY	5,572.33	5,572.33		0.00	0.00	237.28
11/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	11/30/2023	11/30/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	246.69
11/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	11/30/2023	11/30/2023		1	M	5,455.96	5,455.96		0.00	0.00	609.91
11/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	11/11/2023	11/11/2023		0.475	H	39.82	39.82		0.00	0.00	297.26
11/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	11/25/2023	11/25/2023		0.475	H	39.82	39.82		0.00	0.00	284.87
11/30/2023	6191	486369	58786	BENF	1685		CBR Assessment - Expense	PC15547	10569787	Brigham,Laurel Marie	003252	POSTDOC-EMPLOYEE	11/30/2023	11/30/2023		1	UC_FY	5,572.33	5,572.33		0.00	0.00	237.28
BENF - BENEFITS																					0.00	0.00	6,516.59
09/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10283026	Fiore,Nicole M	003252	POSTDOC-EMPLOYEE	09/30/2023	09/30/2023		1	UC_FY	5,185.00	5,185.00		0.00	0.00	11.74
09/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	09/30/2023	09/30/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	5.33
09/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment	PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	09/30/2023	09/30/2023		1	M	5,455.96	5,455.96		0.00	0.00	15.55



UCPath Salaries by Fund Report

Fiscal Year: 2024 Period(s) Selected: 3 - September, 4 - October, 5 - November

Run Date/Time: 01/05/2024 9:28:40 AM
Page #: 5 of 6

Accounting Date	KFS Org	UC Account	UC Fund	KFS Consolidation Code	KFS Object Code	KFS Project	Line Description	KFS Account	Employee ID	Employee Name	Job Code	Job Code Description	Pay End Date	UC Earn End Date	Earn Code	FTE	Comp Frequency	Comp Rate	FTE Comp Rate	Percent Total Pay	Hours	Salary Amount	Fringe Amount
							- Expense																
09/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/02/2023	09/02/2023		0.475	H	39.82	39.82		0.00	0.00	4.77
09/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/16/2023	09/16/2023		0.475	H	39.82	39.82		0.00	0.00	4.91
09/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	09/30/2023	09/30/2023		0.475	H	39.82	39.82		0.00	0.00	11.81
09/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10569787	Brigham,Laurel Marie	003252	POSTDOC-EMPLOYEE	09/30/2023	09/30/2023		1	UC_FY	5,185.00	5,185.00		0.00	0.00	11.74
10/31/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10283026	Fiore,Nicole M	003252	POSTDOC-EMPLOYEE	10/31/2023	10/31/2023		1	UC_FY	5,572.33	5,572.33		0.00	0.00	12.29
10/31/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	10/31/2023	10/31/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	5.05
10/31/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	10/31/2023	10/31/2023		1	M	5,455.96	5,455.96		0.00	0.00	13.87
10/31/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	10/14/2023	10/14/2023		0.475	H	39.82	39.82		0.00	0.00	5.77
10/31/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	10/28/2023	10/28/2023		0.475	H	39.82	39.82		0.00	0.00	5.77
10/31/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10569787	Brigham,Laurel Marie	003252	POSTDOC-EMPLOYEE	10/31/2023	10/31/2023		1	UC_FY	5,572.33	5,572.33		0.00	0.00	12.29
11/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10283026	Fiore,Nicole M	003252	POSTDOC-EMPLOYEE	11/30/2023	11/30/2023		1	UC_FY	5,572.33	5,572.33		0.00	0.00	12.29
11/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10283754	Lulow,Megan E	003403	PROJ SCIENTIST-FY NON REP	11/30/2023	11/30/2023		1	UC_FY	9,791.67	9,791.67		0.00	0.00	5.36
11/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10286318	Coffey,Julie Ellen	009611	SRA 3	11/30/2023	11/30/2023		1	M	5,455.96	5,455.96		0.00	0.00	13.25
11/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	11/11/2023	11/11/2023		0.475	H	39.82	39.82		0.00	0.00	5.77
11/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10308213	Rood,Sicco Herman	009617	SRA 2 NEX	11/25/2023	11/25/2023		0.475	H	39.82	39.82		0.00	0.00	5.53
11/30/2023	6191	486369	58786	GENX	7065		GAEL GA Assessment - Expense	PC15547	10569787	Brigham,Laurel Marie	003252	POSTDOC-EMPLOYEE	11/30/2023	11/30/2023		1	UC_FY	5,572.33	5,572.33		0.00	0.00	12.29
GENX - GENERAL EXPENSES																					0.00	0.00	175.38
PC15547 - 486369-58786 UCI-Nature/LAND IQ																					510.26	17,729.15	6,691.97



UCPath Salaries by Fund Report

Fiscal Year: 2024 Period(s) Selected: 3 - September, 4 - October, 5 - November

Run Date/Time: 01/05/2024 9:28:40 AM
Page #: 6 of 6

Accounting Date	KFS Org	UC Account	UC Fund	KFS Consolidation Code	KFS Object Code	KFS Project	Line Description	KFS Account	Employee ID	Employee Name	Job Code	Job Code Description	Pay End Date	UC Earn End Date	Earn Code	FTE	Comp Frequency	Comp Rate	FTE Comp Rate	Percent Total Pay	Hours	Salary Amount	Fringe Amount
58786 - LAND IQ 225754 LULOW G0 CR 3/25																					510.26	17,729.15	6,691.97



28901 S Western Ave Ste 207
Rancho Palos Verdes, CA, 90275
(310) 221-0380

Terminal: 1023M600MIX03
10/20/2023 08:13
Receipt #: 1023ALF7439
Type: Purchase

Qty	Description	Amount
2	PNG Color S/S 8.5x11 & 8.5x14	1.48
SubTotal		1.48
District tax		0.03
City tax		0.00
County tax		0.02
State tax		0.09
Total		USD \$1.62

Acct #:*****3618
VISA CREDIT
Contactless
Auth No.: 04394D
Mode: Issuer
AID: A0000000031010
NO CVM
CVM Result:
TVR: 0000000000
IAD: 06011203A00000
TSI:
ARC: 00
APPROVED

The Cardholder agrees to pay the Issuer of the charge card in accordance with the agreement between the Issuer and the Cardholder.



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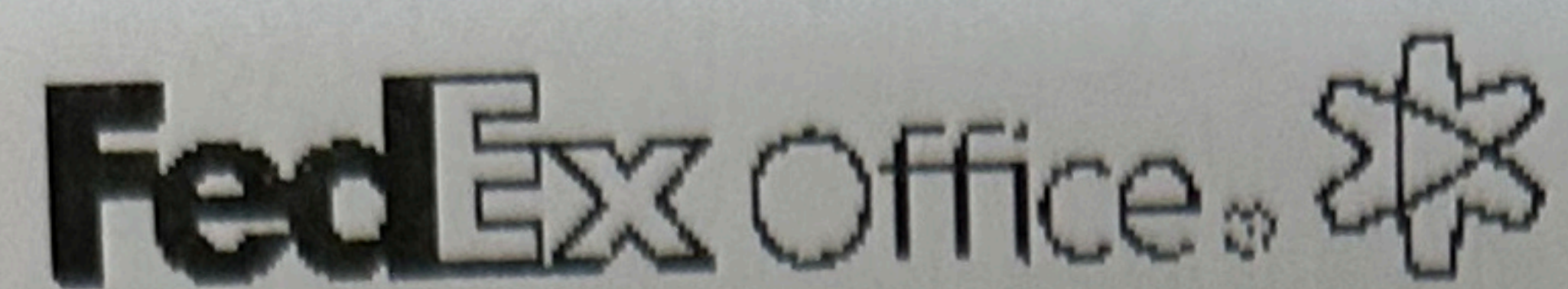
Offer expires 12/31/2023

*Terms & Conditions

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28901 S Western Ave
Rancho Palos Verdes, CA 90275
Tel: (310) 221-0380

10/20/2023 8:15:47 AM PST
Team Member: Blyss B.

SALE

CLR 2S Print	50 @	1.4400 T
001408 Reg. Price	1.44	
Regular Total	72.00	
Discounts	0.00	
Total	72.00	

Sub-Total	72.00
Tax	6.84
Deposit	0.00
Total	78.84

***** PURCHASE *****
APPROVED

Total: \$78.84

Card Type: VISA
Card Entry: Contactless
Acct #: *****3618
Approval Code: 09742D

***** EMV PURCHASE *****

App Label: VISA CREDIT
Mode: Issuer

AID: A0000000031010
TVR: 0000000000
IAD: 06011203A00000
TSI:
ARC: 00
AC: FFAD69DD6F1B1AF7
CVM:

Total Tender	78.84
Change Due	0.00

Total Discounts 0.00



* 1 0 2 3 0 0 2 9 0 5 1 *

LAND IQ PERSONAL VEHICLE USAGE LOG

Date	Project Name	Phase/Task	Total Mileage	Mileage Rate	Total Amount	Driver	Location	Purpose
10/21/2023	Borrego Springs Watermaster	Task 6: LIQ (WY22/23) Conduct Environmental Working Group (EWG) Meetings	375	0.655	\$ 245.63	Travis Brooks	Roundtrip Travel from LA office (3791 Wade St, Los Angeles) to Bauer Parcel in Borrego Springs	Roundtrip Travel and Attendance at Borrego Days Event for Public Outreach on Project START MILEAGE: 237,719 END MILEAGE: 237,994
				TOTAL	\$ 245.63			

Description of Services Rendered
Project 940-80-23-08
Grant Component No. 6: Biological Restoration of Fallowed Lands
Water Year 2024 - Invoice Period: October 1, 2023 to October 31, 2023

The services billed in this invoice are for work performed on the tasks included in Grant Component No. 6: Biological Restoration of Fallowed Lands. The work is the Land IQ portion of the total scope of work. The remainder of the scope of work is being performed by West Yost.

CATEGORY (A) COMPONENT ADMINISTRATION. The work performed for this task includes monthly project management of the tasks included in Component 6 and preparation of quarterly grant progress reports for submittal to the Borrego Water District (BWD). The work performed during the invoice period includes:

- Performed monthly project management to review scope, schedule, and budget progress.

CATEGORY (D) MONITORING, ASSESSMENT. The work performed for this task includes the monitoring and reporting portion of the Component 6 tasks. The work performed in this reporting period included:

TASK 1 - DATA REVIEW.

- No work performed in this reporting period. This task is complete.

TASK 2 - HABITAT FIELD STUDY.

- Data Management
- Data Analysis

TASK 3 - SAND FENCE CASE STUDY.

- Coordinate with T2 Borrego, BWD, and Borrego Watermaster regarding implementation of the Case Study Design.
- Prepare monitoring equipment and sample design for implementation

TASK 4 - FOLLOWING REHAB STRATEGIES.

- No work performed in this reporting period.

TASK 5 - FOLLOWING PRIORITIZATION.

- No work performed in this reporting period.

CATEGORY (E) STAKEHOLDER OUTREACH. The work performed for this task includes stakeholder outreach activities to support the implementation and communication of the Component 6 tasks. The work performed in this reporting period included:

TASK 6 - ENVIRONMENTAL WORKING GROUP MEETINGS.

- Preparation for and attendance at Borrego Days on behalf of the project for public outreach. Distributed flyers with information on the project.

Task	Oct-23
	Totals
	\$19,593.79
Category (a) Component Administration - Category 7	\$1,205.00
Component Administration	\$1,205.00
Category (d) Monitoring, Assessment	\$15,235.20
Task 1 - Data Review	\$0.00
Task 2 - Habitat Field Study	\$5,670.10
Task 3 - Sand Fence Case Study	\$9,565.10
Task 4 - Fallowing Rehab Strategies	\$0.00
Task 5 - Fallowing Prioritization	\$0.00
Category (e) Stakeholder Outreach	\$3,153.59
Task 6 - EWG Meetings	\$3,153.59

Notes:

(a) Does not include work performed by West Yost



James L. Markman

T 714.990.0901
F 714.990.6230
E jmarkman@rwglaw.com

1 Civic Center Circle, PO Box 1059
Brea, California 92822-1059
rwglaw.com

Approved January 17, 2024

MEMORANDUM

TO: Samantha Adams
Maria Mendoza-Tellez
Lauren Sather

FROM: James L. Markman

DATE: December 11, 2023

SUBJECT: RWG Invoices - for services rendered through November 2023

Per your request, below please find the summary of the attached invoice.

A substantial amount of legal services provided concerned policy issues regarding Carryover transfer; involuntary transfers (foreclosure) and the public member of the Watermaster Board having authority to appoint a TAC member. In addition, court documents were prepared for the next status conference set for this month.

13056-0001\2742368v9.doc



T 213.626.8484
 F 213.626.0078
 Fed. I.D. No. 95-3292015

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 37th Floor
 Los Angeles, CA 90071

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BORREGO SPRINGS WATERMASTER
 C/O SAMANTHA ADAMS, EXECUTIVE DIRECTOR
 WEST YOST
 23692 BIRTCHEER DRIVE
 LAKE FOREST, CA 92630

Invoice Date: December 08, 2023
 Invoice Number: 245539
 Matter Number: 13056-0001

Re: 13056-0001 GENERAL LEGAL SERVICES

For professional services rendered through November 30, 2023

Time Detail

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
11/01/23	JLM	REVIEW DOCUMENTS ON FOUR TRANSFERS OF BPA; TELEPHONE CALLS AND E-MAILS ON CARRYOVER POLICY	1.10
11/02/23	JLM	REVIEW E-MAILS AND RESPOND TO QUESTIONS ON TRANSFERS	0.60
11/03/23	JLM	TELEPHONE CALL WITH MS. ADAMS ON CARRYOVER POLICY	0.40
11/06/23	JLM	REVIEW ADDITIONAL E-MAILS ON CARRYOVER TRANSFER POLICY	0.70
11/07/23	JLM	REVIEW BOARD MEETING AGENDA MATERIALS	1.30
11/09/23	JLM	REVIEW ADDENDUM TO AGENDA; ATTEND BOARD MEETING	3.20
11/10/23	JLM	REVIEW T2 PALMS MOTION DOCUMENTS; REVIEW TWO POLICY ISSUES	0.80
11/10/23	JCM	REVIEW WATERMASTER'S DECLARATION OF NON-OPPOSITION TO T2 PALMS LLC'S APPLICATION FOR INTERVENTION AS A DEFENDANT TRANSFEREE; REVIEW T2 PALMS LLC'S APPLICATION FOR INTERVENTION	0.20
11/13/23	JCM	E-MAIL SERVICE LIST TO COUNSEL MR. MCGLOTHLIN FOR T2 PALMS LLC; E-MAIL COMMUNICATION WITH MR. MARKMAN REGARDING SAME	0.20

Item III.E.i

Client: BORREGO SPRINGS WATERMASTER

Matter: GENERAL LEGAL SERVICES

Invoice Date:

Invoice Number:

Matter Number:

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December 08, 2023

245539

13056-0001

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<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
11/14/23	BTK	TELEPHONE CONFERENCE WITH MR. MARKMAN REGARDING DRAFTING OF POLICIES REGARDING FORECLOSURES AND RIGHTS AND OBLIGATIONS RELATING TO TRANSFER OF WATER RIGHTS	0.20
11/14/23	JLM	REVIEW AUDIT ENGAGEMENT LETTER; TELEPHONE CALLS ON FORECLOSURES AND WATERMASTER POLICIES	1.00
11/15/23	BWG	MESSAGE FROM AND TELEPHONE CONFERENCE WITH MR. MARKMAN REGARDING RECORDING OF JUDGMENT AND EFFECT OF FORECLOSURE OF PRIOR DEED OF TRUST ACQUIRED AFTER THE JUDGMENT	0.30
11/15/23	JLM	TELEPHONE CONFERENCE WITH MR. GALLOWAY REGARDING POLICY ON INVOLUNTARY PROPERTY AND BPA TRANSFER	1.10
11/16/23	JLM	ANALYSIS AND RESEARCH ON TRANSFER POLICIES	0.70
11/16/23	JCM	CONFERENCE WITH MR. MARKMAN REGARDING WATERMASTER'S ABILITY TO RECOVER DELINQUENT PUMPING ASSESSMENTS IN CONNECTION WITH TRANSFER OF BASELINE PUMPING ALLOCATION FROM MR. DOLJANIN TO T2 PALMS, LLC	0.40
11/22/23	JLM	GENERATE DRAFT JUDGMENT AMENDMENT FOR CARRY-OVER TRANSFERS	2.50
11/27/23	JLM	WORK ON JUDGMENT AMENDMENTS; E-MAILS ON FOLLOWING PROJECT	0.70
11/27/23	JCM	REVIEW T2 PALMS LLC'S APPLICATION FOR INTERVENTION AS DEFENDANT TRANSFEREE; REVIEW JUDGMENT REGARDING BASELINE PUMPING ALLOCATION TRANSFERS	0.40
11/27/23	JCM	RESEARCH FORECLOSURE PROCEEDINGS AND REQUIREMENTS FOR BASELINE PUMPING ALLOCATION TRANSFERS AND WATERMASTER'S ABILITY TO RECOVER DELINQUENT PUMPING ASSESSMENTS IN CONNECTION WITH TRANSFER OF BASELINE PUMPING ALLOCATION FROM MR. DOLJANIN TO T2 PALMS, LLC; CONFERENCE WITH MR. MARKMAN REGARDING SAME	0.80
11/28/23	JLM	TELEPHONE CALLS AND E-MAILS ON FOLLOWING EXPERIMENTS, STRUCTURE OF WORK AND USE OF SUBCONTRACTORS; TELEPHONE CALL TO MR. MALONE THEREON; WORK ON TRANSFER POLICY ISSUES	3.40
11/29/23	JLM	E-MAILS OF FOLLOWING EXPERIMENT DOCUMENTS AND CONTRACTOR ISSUES; REVIEW WATER RIGHTS ACCOUNTING DOCUMENTS; REVIEW MOTION TO INTERVENE	2.50
11/29/23	JCM	CONFERENCE WITH MR. MARKMAN REGARDING WATERMASTER'S ABILITY TO RECOVER DELINQUENT PUMPING	0.10

Item III.E.i

Client: BORREGO SPRINGS WATERMASTER

Matter: GENERAL LEGAL SERVICES

Invoice Date:

Invoice Number:

Matter Number:

Page 94 of 211

December 08, 2023

245539

13056-0001

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<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
		ASSESSMENTS IN CONNECTION WITH TRANSFER OF BASELINE PUMPING ALLOCATION FROM MR. DOLJANIN TO T2 PALMS, LLC	
11/30/23	JLM	MEETING AND E-MAILS ON FOLLOWING EXPERIMENT TERMS	2.70
11/30/23	JCM	RESEARCH FORECLOSURE PROCEEDINGS AND REQUIREMENTS FOR BASELINE PUMPING ALLOCATION TRANSFERS AND WATERMASTER'S ABILITY TO RECOVER DELINQUENT PUMPING ASSESSMENTS IN CONNECTION WITH TRANSFER OF BASELINE PUMPING ALLOCATION FROM MR. DOLJANIN TO T2 PALMS, LLC; DRAFT E-MAIL ANALYSIS REGARDING SAME TO MR. MARKMAN	2.60
Total			27.90

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
B. TILDEN KIM	0.20	350.00	70.00
BRUCE W. GALLOWAY	0.30	350.00	105.00
JACOB C. METZ	4.70	275.00	1,292.50
JAMES L. MARKMAN	22.70	400.00	9,080.00
Total	27.90		\$10,547.50

Item III.E.i

Client: BORREGO SPRINGS WATERMASTER
Matter: GENERAL LEGAL SERVICES

Invoice Date: December 08, 2023
Invoice Number: 245539
Matter Number: 13056-0001

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Current Legal Fees.....	\$10,547.50
Current Client Costs Advanced.....	\$0.00
Total Current Fees and Costs	\$10,547.50



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Los Angeles, CA 90071

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BORREGO SPRINGS WATERMASTER
C/O SAMANTHA ADAMS, EXECUTIVE DIRECTOR
WEST YOST
23692 BIRTCHE DRIVE
LAKE FOREST, CA 92630

Invoice Date: December 08, 2023
Invoice Number: 245539
Matter Number: 13056-0001

Re: 13056-0001 GENERAL LEGAL SERVICES

For professional services rendered through November 30, 2023

Fees	10,547.50
Costs	0.00
Total Amount Due	\$10,547.50

TERMS: PAYMENT DUE UPON RECEIPT

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE TO

RICHARDS, WATSON & GERSHON
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071

RICHARDS WATSON GERSHON



Remit Payment To:
PO Box 2158
Davis, CA 95617

November 30, 2023
Invoice Number: 2056298

Accounts Payable	Client Project:	Work Order No. 6
Borrego Springs Watermaster	WY Project No:	940-80-23-06
c/o West Yost Associates	Contract Amount:	211,584.00
23692 Birtcher Drive	Job Name:	WY 2024 Admin and Technical Services
Lake Forest, CA 92630		

Professional Services from November 1, 2023 to November 30, 2023

Approved January 17, 2024

Previously Billed :	16,390.75
Total This Period :	18,794.74
Total Amount Billed to Date including This Invoice :	35,185.49
Amount Remaining in Contract :	176,398.51

Project	940-80-23-06	WY 2024 Admin and Technical Services	Invoice	2056298
---------	--------------	--------------------------------------	---------	---------

Professional Personnel

	Hours	Rate	Amount	
Eng/Scientist/Geologist Manager I				
Adams, Samantha	16.50	319.00	5,263.50	
Principal Eng/Scientist/Geologist II				
Malone, Andy	5.00	307.00	1,535.00	
Engineer/Scientist/Geologist II				
Salberg, Lauren	30.00	201.00	6,030.00	
Engineer/Scientist/Geologist I				
Arevalo, Andrea	.25	173.00	43.25	
Gateley, Amanda	.25	173.00	43.25	
Kelty, Clay	2.50	173.00	432.50	
Field Monitoring Services				
Arevalo, Andrea	2.50	125.00	312.50	
Kelty, Clay	4.00	125.00	500.00	
Administrative IV				
Ehresman, Leah	.50	152.00	76.00	
Administrative III				
Mendoza-Tellez, Maria	14.50	138.00	2,001.00	
Totals	76.00		16,237.00	
Total Labor				16,237.00

Reimbursable Expenses

Other Direct Costs			300.00	
Supplies/Permits/Publications/Equipment			25.80	
Mileage			429.69	
Travel			1,802.25	
Total Reimbursables			2,557.74	2,557.74
Total this Invoice				\$18,794.74

Description of Services:

See attached description of services

Outstanding Invoices

Number	Date	Balance
2056066	10/31/2023	16,390.75
Total		16,390.75

Please direct questions to:

Project Manager	Samantha Adams
Principal	Greg Chung



Description of Services Rendered

Project 940-80-23-06

Watermaster Administrative and Technical Services – Portion of Services not
Reimbursable by DWR Prop 68 Grant

Invoice Period: November 1, 2023 to November 30, 2023

The services billed in this invoice are those Watermaster administrative and technical services that are not reimbursable through the DWR Prop 68 grant.

TASK 1 – MEETINGS AND COURT HEARINGS

The work performed for this task includes preparing for and attending Watermaster Board Meetings and Court Hearings. The work performed in this reporting period included:

BOARD MEETINGS

- Corresponded with Watermaster Board officers and legal counsel throughout the month to coordinate meeting agenda items and other Watermaster activities.
- November 2023 Regular Board Meeting Preparation:
 - Prepared meeting minutes from October Board meeting.
 - Prepared agenda package content. This work included:
 - Organized, compiled, and formatted the public correspondence and consent calendar items.
 - Performed work, including coordination and preparation of staff memos or other materials, if needed, to support the following agenda items:
 - Consideration of approval to receive and file five pending transfers of Water Rights
 - Final Water Year 2023 Water Rights Accounting
 - TAC agenda
 - Final Water Year 2023 Budget Status
 - Setting agenda for the December 14, 2023 regular meeting
 - Compiled the agenda package and distributed via the stakeholder distribution list and Watermaster website.
 - Prepared PowerPoint Presentation to support the Board meeting discussion.
 - Responded to questions from Board members via email and phone calls regarding the Board package items.
 - Attended the in-person Board meeting at the Borrego Springs Library on November 9, 2023. The meeting was attended by Samantha Adams, Andy Malone, and Lauren Salberg.
 - Drove to in-person meeting in Borrego Springs from West Yost Lake Forest office.

Description of Services

940-80-23-06

Page 2

- Enclosed direct expenses are for mileage.
- December 2023 Board Meeting Preparation:
 - Prepared punch list of agenda items for the Board meeting. Created meeting link and coordinated assignments for preparing the package.

COURT HEARINGS

- No work performed during the reporting period.

TASK 2 – WATERMASTER ADMINISTRATION

The Executive Director, with support from staff, will organize, oversee, and/or perform the administrative and management aspects of running the Watermaster and administering the Judgment, Rules and Regulations, and GMP. The work performed in this reporting period included:

PREPARE THE WATERMASTER ANNUAL BUDGET

- No work performed during the reporting period.

INSURANCE, ACCOUNTING, AND FINANCIAL SERVICES

- Processed accounts receivable into QuickBooks.
- Processed accounts payable into QuickBooks.
- Drove to US Bank to deposit checks.
- Cut checks for accounts payable and mailed for signature.
- Prepared October 2023 Financial Report to the Board.
- Coordinated with Treasurer Smith to review the audit engagement letter from C.J. Brown & Company, CPAs to perform the WY 2023 financial audit.
- Coordinated with C.J Brown & Company, CPAs to execute engagement letter to perform the WY 2023 financial audit.
- Communicated with vendors on reporting estimates of November billings for inclusion in November monthly financials.
- Prepared, issued, and mailed invoices for 1st installment of WY 2024 Pumping Assessment.

RESPOND TO AND TRACK PUBLIC INFORMATION REQUESTS

- No work performed during the reporting period.

AS-NEEDED SUPPORT TO THE BPA PARTIES

- Provided general as-requested support to BPA parties throughout the month by performing outreach, responding to emails, and taking phone calls on the following topics:
 - Transfers of Carryover
 - Manual meter read invoices
 - Entry Permit Agreements
 - WY 2023 Water Rights Accounting

Description of Services

940-80-23-06

Page 3

AS-NEEDED ADMINISTRATION OF THE TERMS OF THE JUDGMENT, RULES & REGULATIONS, AND GROUNDWATER MANAGEMENT PLAN

- Per the request of the Board, worked with Legal Counsel to review and consider updates to the Watermaster Transfer policy. This included:
 - Coordinate with legal counsel throughout the month to discuss and review language in the Judgment and transfer forms.
 - Drafted memo on the options for consideration in a Water Transfer Policy.
- Coordinated with Parties participating in the Watermaster's groundwater monitoring program to update or execute new Entry Permits to reflect the new Groundwater Monitoring Program. Executed and filed Entry Permits.
- Updated Exhibit 4 to the Judgment based on Final Water Year 2023 Water Rights Accounting.
- The enclosed invoice is for WordPress.com is for the annual fee to host the BorregoSpringsWatermaster.com website domain.

GENERAL ADMINISTRATION AND PROJECT MANAGERMENTS TASKS

- Performed monthly project management tasks including budget, schedule, and scope of work progress evaluations.

TASK 3 – TECHNICAL SERVICES

The objective of this task is for the Technical Consulting team to perform the technical services required by the Judgment, Rules and Regulations, and GMP for WY 2023 that are not reimbursable by the DWR Prop 68 Grant. The work performed in this reporting period included:

NON-REIMBURSABLE COSTS FOR GROUNDWATER MONITORING PROGRAM.

- Non-grant reimbursable costs for November 2023 include:
 - Mileage for the field technicians to travel to and around Borrego Springs to perform the fall 2023 semi-annual monitoring event.
 - Hotel accommodations and meals for field staff that traveled to Borrego Springs from November 12th through November 16th for the Fall 2023 monitoring event.
 - Purchase of extra keys and locks for the Fall 2023 monitoring event.

NON-REIMBURSABLE COSTS FOR ADDRESSING ABANDONED WELLS

- Mileage from roundtrip travel to Borrego Springs from the West Yost Lake Forest office to perform well canvassing on November 14, 2023.

AS-NEEDED TECHNICAL SUPPORT FOR IMPLEMENTATION OF THE JUDGMENT, RULES AND REGULATIONS, AND GROUNDWATER MANAGEMENT PLAN

- Per Board direction, coordinated logistics for collecting additional water quality samples during the semi-annual monitoring event to support their GDE study. This work will be reimbursed by UCI after all work is complete. This included:
 - Performed field work to collect 16 additional groundwater quality samples during the semi-annual monitoring event.
 - Coordinated and organized groundwater quality sample pick-up with UCI staff.

Description of Services

940-80-23-06

Page 4

ADDRESS AD HOC REQUESTS OF TAC FROM THE BOARD

- No work performed during the reporting period.

TASK 4 – ENVIRONMENTAL WORKING GROUP

The objective of this task is to support the activities of the EWG in WY 2024 that are not part of the DWR Prop 68 Grant. The work performed in this reporting period included:

EWG MEETINGS.

- No work performed during the reporting period.

TASK 5 - STAFF SERVICES BILLED TO WATERMASTER RELATED TO MANUAL-READ METERS

The objective of this task is to coordinate the monitoring and collection of meter data from the parties with manual-read meters. This work is reimbursed by only those Parties with manual-read meters. The work performed in this reporting period included:

- Followed-up with Parties who had not yet sent October 2023 self-reporting of meter reads.
- Sent email reminders to pumpers to perform November 2023 meter read.
- Responded to Party's questions on WY 2023 and WY 2024 manual meter read invoices.
- Correspond with Parties with questions on manual meter reads and meter errors.



WordPress.com
by Automattic, Inc
60 29th St. #343, San Francisco, CA 94110

Oct 31, 2023

RECEIPT ID

86271107

TRANSACTION ID

STRIPE:CH_307I8EAEUZOIBR941JBI47SN

PAYMENT METHOD

MASTERCARD ending in 4644

BILLING DETAILS

Casey Duncan



Order summary

DESCRIPTION	AMOUNT
WordPress.com Business (recurring) <i>Annual subscription</i>	\$300
<i>borregospringswatermaster.wordpress.com</i>	
Total paid:	\$300

INVOICE ATTACHMENT

Borrego Springs Hardware
785 Palm Canyon Drive
Borrego Springs, California, 92004
United States
(760) 767-5001

Sales Receipt
11/13/2023 2:45 pm

Ticket: 220000194358
Register: Register1
Employee: Michael

Items	SKU	#	Price
Single cut key	Skey	6 x \$3.99	\$23.94
Subtotal			\$23.94
Tax (\$23.94 @ 7.75%)			\$1.86
Total			\$25.80

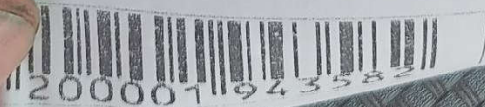
PAYMENTS

Credit Card \$25.80

Total Item Count: 6

No Returns After 10 Days
No Return On Tools

Thank You!



Item III.E.ii.a

Page 105 of 211

Borrego Springs Resort Golf Club & Spa

Page 1 of 1

1112 Tilting T Drive
Borrego Springs, CA 92004

www.borregospringsresort.com

Clay Kelty
23692 Birtcher Dr
Lake Forest, CA 92630

Room	Folio	CheckIn	CheckOut	Balance
213	109549	11/12/2023	11/16/2023	0.00
Master Folio				

Date	Room	Description / Voucher	Charges	Credits	Balance
11/12/2023	213	Resort Fee	16.20	0.00	16.20
11/12/2023	213	Room Taxable	189.00	0.00	205.20
11/12/2023	213	CA Assessment	15.49	0.00	220.69
11/13/2023	213	Resort Fee	16.20	0.00	236.89
11/13/2023	213	Room Taxable	189.00	0.00	425.89
11/13/2023	213	CA Assessment	15.49	0.00	441.38
11/14/2023	213	Resort Fee	16.20	0.00	457.58
11/14/2023	213	Room Taxable	189.00	0.00	646.58
11/14/2023	213	CA Assessment	15.49	0.00	662.07
11/15/2023	213	Resort Fee	16.20	0.00	678.27
11/15/2023	213	Room Taxable	189.00	0.00	867.27
11/15/2023	213	CA Assessment	15.49	0.00	882.76
11/16/2023	213	Visa/Mastercard - ...4213 AP: 028754	0.00	882.76	0.00

MA
11/16/2023 11:52 AM

Guest Sign _____

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Please rate us at [Tripadvisor.com](https://www.tripadvisor.com)

Borrego Springs Resort Golf Club & Spa

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Borrego Springs, CA 92004

Page 1 of 1

www.borregospringsresort.com

Andrea Arevalo
23692 Birtcher Dr
Lake Forest, CA 92630

Room	Folio	CheckIn	CheckOut	Balance
(206)	109551	11/12/2023	11/16/2023	0.00
Master Folio				

Date	Room	Description / Voucher	Charges	Credits	Balance
11/12/2023	206	Deposit Transfer - Conf: 63011 to Folio: 109551 10/06/2023 Visa/Mastercard (...3933) -786.44	0.00	786.44	-786.44
11/12/2023	206	Resort Fee	16.20	0.00	-770.24
11/12/2023	206	Room Taxable	166.70	0.00	-603.54
11/12/2023	206	CA Assessment	13.71	0.00	-589.83
11/13/2023	206	Resort Fee	16.20	0.00	-573.63
11/13/2023	206	Room Taxable	166.70	0.00	-406.93
11/13/2023	206	CA Assessment	13.71	0.00	-393.22
11/14/2023	206	Resort Fee	16.20	0.00	-377.02
11/14/2023	206	Room Taxable	166.70	0.00	-210.32
11/14/2023	206	CA Assessment	13.71	0.00	-196.61
11/15/2023	206	Resort Fee	16.20	0.00	-180.41
11/15/2023	206	Room Taxable	166.70	0.00	-13.71
11/15/2023	206	CA Assessment	13.71	0.00	0.00

VG

11/27/2023 09:35 AM

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VG

11/27/2023 09:35 AM

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11/15/2023	206	Room Taxable	166.70	0.00	-13.71
11/15/2023	206	CA Assessment	13.71	0.00	0.00

VG

11/27/2023 09:35 AM

Guest Sign _____

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Thank you for your order!

Order Number #2330849	Pickup date November 11, 2023	Pickup Time Afternoon
Status Active	Store Torrance	

Pickup Order Details

19 Items in Order

 <div>Salmon Superfood salad \$8.45 FAV</div>	
 <div>Lemon Pepper Chicken Caesar Salad X 2 \$7.45 FAV</div>	
 <div>Mañaneros Bowl \$5.95</div>	
 <div>Ginger Orange Tofu Buddha Bowl \$6.95 NEW NEW</div>	
 <div>Rainbow Crunch Salad \$6.95</div>	
 <div>Homegirl Salmon Bowl \$8.95 FAV</div>	
 <div>Turkey Taco Bowl \$6.95 FAV</div>	
 <div>Chicken Shawarma With Yogurt Sauce \$7.45</div>	

salmon superfood salad	x 1	\$8.45/ea
lemon pepper chicken caesar salad	x 2	\$7.45/ea
Mañaneros Bowl	x 1	\$5.95/ea
Ginger Orange Tofu Buddha Bowl	x 1	\$6.95/ea
Rainbow Crunch Salad	x 1	\$6.95/ea
Homegirl Salmon Bowl	x 1	\$8.95/ea
turkey taco bowl	x 1	\$6.95/ea
Chicken Shawarma with Yogurt Sauce	x 1	\$7.45/ea
Scallion Beef with Jasmine Rice	x 1	\$6.95/ea
Jamaican Jerk Chicken with Mango Sauce	x 1	\$7.45/ea
Southwest Chipotle Chicken Bowl	x 1	\$7.45/ea
Nashville Hot Chicken Pasta	x 1	\$5.45/ea
Backyard BBQ Chicken Plate	x 1	\$7.45/ea
Mushroom Philly Wrap	x 1	\$6.45/ea
Elote Caesar Wrap	x 1	\$6.45/ea
Pesto Chicken on Ciabatta	x 1	\$6.75/ea
Chipotle Turkey Burrito	x 1	\$6.45/ea
monica's breakfast burrito	x 1	\$5.65/ea
Subtotal		\$133.05
Tax		\$0.00
Total		\$133.05
Payment		
MasterCard ****0498		\$133.05



Remit Payment To:
PO Box 2158
Davis, CA 95617

November 30, 2023
Invoice Number: 2056299

Accounts Payable	Client Project:	Work Order No. 6
Borrego Springs Watermaster	WY Project No:	940-80-23-07
c/o West Yost Associates	Contract Amount:	822,010.00
23692 Birtcher Drive	Job Name:	WY 2024 Component 7: Monitoring
Lake Forest, CA 92630		Reporting, and GMP Update

Approved January 17, 2024

Professional Services from November 1, 2023 to November 30, 2023

Previously Billed :	55,813.83
Total This Period :	71,503.45
Total Amount Billed to Date including This Invoice :	127,317.28
Amount Remaining in Contract :	694,692.72

Project	940-80-23-07	Comp 7 Monitoring Reporting & GMP Update	Invoice	2056299
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Professional Personnel

	Hours	Rate	Amount	
Eng/Scientist/Geologist Manager I				
Adams, Samantha	5.75	319.00	1,834.25	
Principal Eng/Scientist/Geologist II				
Chiang, Eric	26.00	307.00	7,982.00	
Malone, Andrew	53.50	307.00	16,424.50	
Engineer/Scientist/Geologist II				
Alonzo, Terrinda	2.50	201.00	502.50	
Salberg, Lauren	85.25	201.00	17,135.25	
Engineer/Scientist/Geologist I				
Arevalo, Andrea	7.00	173.00	1,211.00	
Gateley, Amanda	.25	173.00	43.25	
Kelty, Clay	29.75	173.00	5,146.75	
Field Monitoring Services				
Arevalo, Andrea	46.75	125.00	5,843.75	
Kelty, Clay	52.50	125.00	6,562.50	
Administrative III				
Mendoza-Tellez, Maria	.50	138.00	69.00	
Technical Specialist III				
Lasick, Sheri	3.25	228.00	741.00	
Technical Specialist I				
Jones, Katie	2.00	178.00	356.00	
Totals	315.00		63,851.75	
Total Labor				63,851.75

Subconsultants

Blaine Tech Services, Inc.	6,145.00	
Total Subconsultants	6,145.00	6,145.00

Reimbursable Expenses (Units)

Field Vehicles (Groundwater)	901.70	
Precision Water Level Meter 500ft	160.00	
Precision Water Level Meter 700ft	45.00	
Turbidity Meter	150.00	
Water Quality Meter	250.00	
Total Reimbursable Expenses (Units)		1,506.70

Total this Invoice	\$71,503.45
---------------------------	--------------------

Description of Services:

See attached description of services

Outstanding Invoices

Number	Date	Balance
2056069	10/31/2023	55,813.83
Total		55,813.83

Please direct questions to:

Project	940-80-23-07	Comp 7 Monitoring Reporting & GMP Update	Invoice	2056299
---------	--------------	--	---------	---------

Project Manager	Samantha Adams
Principal	Greg Chung



**Grant Component No. 7: Monitoring, Reporting, and Groundwater Management Planning
West Yost - Nov 2023 Invoiced by Category and Task**

Category and Task	Nov-23
	<i>Total Invoice</i> \$71,503.45
Category (a) Component Administration	\$3,058.25
Component Administration	\$3,058.25
Category (b) Planning, Design, Environmental	\$0.00
Task 1: Environmental Documentation/Permitting	\$0.00
Task 2: Design Plans and Specifications (SW Station)	\$0.00
Category (c) Construction, Implementation	\$5,359.80
Task 3: Construction Management	\$0.00
Task 4: Construct of New Monitoring Facilities (SW Station)	\$0.00
Task 5: Identify and Address Improperly Abandoned Wells	\$5,359.80
Category (d) Monitoring, Assessment	\$55,687.15
Task 6: Groundwater Pumping Monitoring - Annual Meter Verification	\$0.00
Task 6: Groundwater Pumping Monitoring - Monthly Meter Reading	\$1,663.25
Task 7 & 8 Groundwater Level and Quality Monitoring Program - Semi Annual Monitoring Events	\$27,325.15
Task 9 Surface Water Flow Monitoring	\$0.00
Task 10 Maintain and Enhance Data Management System	\$1,534.75
Task 11 Annual Water Rights Accounting (Pumping Report)	\$2,278.75
Task 11 Annual Report to the Court and DWR	\$1,696.25
Task 12 Redetermination of the Sustainable Yield by 2025	\$18,748.50
Task 13 Prepare the 2025 GMP Update	\$2,440.50
Category (e) Stakeholder Outreach	\$7,398.25
Task 14 Outreach - Board Meetings on Grant Implementation	\$0.00
Task 14 Outreach - Technical Advisory Committee Working Meetings	\$4,823.25
Task 14 Outreach - Stakeholder Open House	\$2,575.00
Task 14 Outreach - Maintain Website and Grant Communications	\$0.00



Description of Services Rendered
Project 940-80-23-07
Grant Component No. 7: Monitoring, Reporting, and
Groundwater Management Planning
Water Year 2024 - Invoice Period: November 1, 2023 to November 30, 2023

The services billed in this invoice are for work performed on the tasks included in Grant Component No. 7: Monitoring, Reporting, and Groundwater Management Planning.

CATEGORY (A) COMPONENT ADMINISTRATION. The work performed for this task includes monthly project management of the tasks included in Component 7 and preparation of quarterly grant progress reports for submittal to the Borrego Water District (BWD). The work performed during the invoice period includes:

- Performed monthly project management to review scope, schedule, and budget progress as of the end of October 2023.
- Updated budget status table.
- Completed the third quarterly grant status report and reimbursement request for the July 1 to September 30, 2023 reporting period.
- Compiled and sent grant deliverables to BWD.

CATEGORY (C) CONSTRUCTION, IMPLEMENTATION. The work performed for this task includes the construction and implementation portion of the Component 7 tasks. Component 7 includes one construction and implementation task – implementation of the surface water monitoring station at Coyote Creek. The work performed during the invoice period includes:

ADDRESS ABANDONED WELLS (CONVERSION OR ABANDON)

- Prepared for well canvassing effort of inactive/abandoned wells during Fall 2023 to identify wells to convert to monitoring wells in the groundwater level and monitoring programs, including:
 - Preparing a summary spreadsheet of the specific inactive wells to canvass and inspect in the field, including well construction information, location, and previous groundwater-quality and/or groundwater-level data
 - Preparing map of inactive wells to canvass
- Performed well canvassing effort of inactive/abandoned wells on November 14, 2023 to identify wells to convert to monitoring wells in the groundwater level and monitoring programs, including:
 - Mobilizing to/from Borrego Springs from the West Yost Lake Forest office

Description of Services
940-80-23-07 (WY 2024)
Page 2

- Conducting site inspections of 10 inactive/abandoned wells to determine the feasibility of incorporating the well into the groundwater monitoring program
- Collecting three manual groundwater level measurements from inactive/abandoned wells
- Updated the summary spreadsheet of the wells canvassed and inspected in the field with information on inactive wells collected during canvassing effort.
- Meeting with John Peterson (TAC member) and Jim Dax (Alternative Board Director) to debrief from well canvassing effort and discuss next steps of outreach efforts, including identifying additional wells and well owners.

CATEGORY (D) MONITORING, ASSESSMENT. The work performed for this task includes the monitoring and reporting portion of the Component 7 tasks. The work performed in this reporting period included:

GROUNDWATER PUMPING MONITORING - ANNUAL METER VERIFICATION

- No work performed in this reporting period.

GROUNDWATER PUMPING MONITORING - MONTHLY COLLECTION AND PROCESSING OF METER READ DATA

NOTE: THIS TASK DOES NOT INCLUDE WORK TO COORDINATE OR PERFORM METER READING SERVICES AT MANUAL-READ METERS – THAT WORK IS PAID FOR BY THE PUMPERS WITH MANUAL-READ METERS.

- Cataloged and processed October 2023 monthly meter reads.
- Communicated with Parties on questions regarding telemetry meter read values.
- Calculated October 2023 pumping by well.
- Performed QA/QC of October 2023 pumping data.

GROUNDWATER LEVEL AND QUALITY MONITORING PROGRAM - SEMI ANNUAL MONITORING EVENTS

- Printed field forms for the Groundwater Monitoring Program semi-annual event. Updated the pre-route check-list, photos, maps, and contact sheet. Compiled all information into a field binder that is used by field technicians to execute the semi-annual monitoring program.
- Confirmed monitoring dates with well owners.
- Performed the Fall 2023 semi-annual field monitoring event in Borrego Springs from November 12 to November 16. This work included:
 - Mobilized to Borrego Springs with all equipment for monitoring.
 - Visited 23 wells to collect water quality samples:
 - Collected groundwater quality samples from all 15 production wells in the current monitoring program (Fortiner, Terry well, County Yard, T2 Farms, Air Ranch 4, RH-1, RH-2, RH-3, RH-4, RH-5, RH-6, Auxiliary 2, BSR 6, Horse Camp, La Casa). This work included documenting site conditions, collecting a static water level measurement (if possible), testing field parameters for stabilization, and filling sample bottles.
 - Supported the collection of water quality samples from 8 monitoring wells with Blaine Tech Support Services. This work included

Item III.E.ii.b

Description of Services
 940-80-23-07 (WY 2024)
 Page 3

documenting site conditions, collecting a static water level measurement (if possible), testing field parameters for stabilization, and filling sample bottles. A water quality sample was retrieved from all 8 wells visited (MW-1, MW-3, MW-4, MW-5A, MW-5B, MW-6S, MW-6D, WWTP).

- At 10 of the 12 wells with transducers installed (MW-1, MW-3, MW-5A, MW-5B, WWTP, JC Well, RH-1, RH-2, RH-3, RH-6), the data loggers with continuously record water levels were downloaded, serviced (as needed), and reset. At two of the 12 wells (RH-4 and RH-5), data were not downloaded due to equipment malfunction. Maintenance was performed as follows:
 - A new transducer and direct read cable was installed in State Park Auxiliary 3 well. This well has not previously been equipped with a transducer.
 - The transducer from MW-5B was removed and installed in the Hanna Flowers well. A new direct read cable was also installed. This well has not previously been equipped with a transducer.
 - New transducers were installed to replace units in four wells that have exceeded their battery life (RH-6, JC Well, MW-1, MW-3).
- Visited 44 wells to collect manual water level readings – 42 wells were able to be monitored. This work included documenting site conditions and measuring a static water level depth. No water quality samples were collected at these wells. Two wells were unable to be monitored:
- Downloaded data from the Barologger installed in the BSR 6 well to compensate transducer measurements at all wells.
- Mobilized back to the West Yost Lake Forest office.
- Reimbursable expenses billed this period include field equipment and Blaine Tech Services. Pending reimbursable expenses to be billed when received include the laboratory analysis (Clinical Laboratory of San Bernadino, Inc.).
- Scanned all field forms and downloaded data logger files collected in the field to the project directory.
- Updated field program binder with revised well access information obtained during fall 2023 monitoring event.
- Began cataloging and processing the following datasets collected in the field by Watermaster staff in November 2023:
 - Field water quality parameters
 - Manual water level measurements
 - Transducer water level data
- Prepared for well canvassing effort of inactive/abandoned wells during Fall 2023 to identify active wells to add to the groundwater level and monitoring programs, including:

Description of Services
 940-80-23-07 (WY 2024)
 Page 4

- Preparing a summary spreadsheet of the specific active wells to canvass and inspect in the field, including well construction information, location, and previous groundwater-quality and/or groundwater-level data
- Preparing map of active wells to canvass
- Scheduling well canvassing effort with well owners
- Performed well canvassing effort of active wells on November 14, 2023 to identify wells to add to the groundwater level and monitoring programs, including:
 - Mobilizing to/from Borrego Springs from the West Yost Lake Forest office
 - Conducting site inspections of 9 active wells to determine the feasibility of incorporating the well into the groundwater monitoring program
 - Collecting three groundwater quality samples from active production wells
 - Requesting and collecting missing well construction information and well completion reports from well owners
 - Discussing the Watermaster's Groundwater Monitoring Program with well owners and describing requirements of participation in the Program
- Updated the summary spreadsheet of the wells canvassed and inspected in the field with information on active wells collected during canvassing effort.

COOPERATOR DATA COLLECTION, DATA MANAGEMENT, AND REPORTING DATA TO DWR PORTALS

- Digitized and loaded well construction information for three private wells to DMS.
- Updated DMS with photos and well sketches of new well sites visited by Staff during the Fall 2023 Semi-Annual sampling event.
- Collected and processed Fall 2023 groundwater quality data for all active BWD wells (sampled by BWD).

ANNUAL WATER RIGHTS ACCOUNTING (PUMPING REPORT)

- Updated WY 2023 water rights accounting spreadsheet based on Board direction from the November 9, 2023 Board meeting.
- Finalized WY 2023 water rights accounting memo and distribute to the Watermaster Board and posted to the Watermaster's website.
- Populated and sent final WY 2023 pumping reports and WY 2024 Pumping Assessments to each Party to the Judgment.

ANNUAL REPORT TO THE COURT AND DWR

- Developed detailed schedule for preparing WY 2023 Annual Report.
- Prepared Annual Report word document .
- Held internal kick-off meeting to begin preparation of the Annual Report.
- Began drafting text of the following report sections:
 - Section 1. Introduction and Background
 - Section 2. Watermaster Administrative Activities

Description of Services
940-80-23-07 (WY 2024)
Page 5

○ Section 3. Watermaster Technical Activities

REDETERMINATION OF THE SUSTAINABLE YIELD OF THE BORREGO SPRINGS SUBBASIN

- Began finalizing the technical memorandum on Task 2 – *Update Water Use Factors in the FMP*, including reviewing TAC comments on the Task 2 draft technical memorandum and continuing preparation of a summary of TAC comments to add as an addendum to the Task 2 final technical memorandum.
- Continued working on Task 3 to correct errors identified in the BVHM, including:
 - Reviewing MODFLOW-OWHM, Farm Process (FMP), and Multi-Node Well (MNW2) package source code to resolve discrepancies in output files.
 - Modifying the seepage calculation in the MODFLOW-OWHM source code in an attempt to resolve the model error related to reduced pumping in the MNW2 package.
 - Developing script to post-process MNW2 output files.
 - Comparing model-estimated pumping across the listing file, FMP, and MNW2 package output files to reconcile discrepancies across the model sources.
 - Analyzing the depth distribution of pumping in the MNW2 package and comparing model well information to well logs and well construction information.
 - Preparing model input files for the Final, Corrected BVHM (all model packages corrected).
 - Running the Final, Corrected BVHM, post-processing and QA/QCing model results, calculating the water budget, and quantifying the cumulative impact of the model errors on the water budget.
 - Preparing a technical memorandum and supporting figures and tables for Task 3 – *Correct Errors in the 2021 BHVM* and distributing to the TAC for review.
- Began preparation of a technical memorandum on proposed methods and approach to perform Task 4 – *Model Recalibration* for TAC review.
- Began preparation of a technical memorandum on the proposed methods for performing Task 5 – *Determine the Sustainable Yield* for TAC review.

PREPARE THE 2025 GROUNDWATER MANAGEMENT PLAN UPDATE

- Began preparation of draft annotated outline of the 5-year assessment of the GMP report.
- Began preparation of a memo on the process and schedule for preparing the draft and final 5-year assessment of the GMP report and preparing the draft and final updated GMP.

CATEGORY (E) STAKEHOLDER OUTREACH. The work performed for this task includes stakeholder outreach activities to support the implementation and communication of the Component 7 tasks. The work performed in this reporting period included:

TECHNICAL ADVISORY COMMITTEE MEETINGS

Description of Services
940-80-23-07 (WY 2024)
Page 6

- Conducted TAC working meeting on November 1, 2023. The meeting attendees were Andy Malone, Eric Chiang, and Lauren Salberg.
- Finalized November 1, 2023 TAC meeting minutes and posted to Watermaster website.
- Coordinated with TAC members on delivering comments requested on materials presented at the November 1st TAC meeting.
- Compiled and prepared TAC comment summary tables for topics discussed at the November 1, 2023 Board meeting, including:
 - Time-period to evaluate the Sustainable Yield
 - Draft results of the storage change calculation for Spring 2022 to Spring 2023
 - 5-year assessment of the GMP
- Coordinate with TAC members to schedule December working meeting.
- Prepared draft TAC agenda for December working meeting.
- Noticed December TAC meeting to the public distribution list.
- Prepared map of potential wells to fill data gaps in the Groundwater-Level and Groundwater-Quality Monitoring Program at request of the TAC.

STAKEHOLDER OPEN HOUSE

- Traveled to and set up meeting room at the Borrego Springs Library for the Open House.
- Conducted Open House on November 9, 2023 at the Borrego Springs Library from 1:30 pm to 4:00 pm. Open House was run by by Andy Malone, Samantha Adams, and Lauren Salberg.
- Captured notes on questions and discussions during the Open House.

MAINTAIN WEBSITE AND GRANT COMMUNICATIONS

- No work performed in this reporting period.

BLAINE
TECH SERVICES INC.

1680 ROGERS AVE., SAN JOSE, CA 95112-1105
(408) 573-0555 FAX: (408) 573-7771
FED. EIN 77-0131-704 / CONTRACTOR'S LICENSE #746684

Invoice

Invoice Number
2BLJT-231113BN1

Invoice Date
Dec 6, 2023

Send To:

WEST YOST ASSOCIATES
ATTN: ACCOUNTS PAYABLE
2020 RESEARCH PARK DR, STE 100
DAVIS, CA 95618

Job Number / P.O. Number	Job Date(s)	Customer ID	Payment Terms	Due Date
940-80-21-02	11/13/23	737	Net 90 Days	3/5/24

Quantity	Item	Description	Unit Price	Extension
1.00	BBOR	BORREGO SPRINGS, CA / PM: SAMANTHA ADAMS / JOB# 940-80-21-02		
2.00	B216CB	PER DIEM	200.00	400.00
20.00	B114CB	TECHNICIAN/VEHICLE HOURLY RATE	105.00	2,100.00
20.00	B114CB	ASSISTANT TECHNICIAN/VEHICLE HOURLY RATE	95.00	1,900.00
1.00	B322CB	PROVIDE FLOW CELL: WEEKLY	300.00	300.00
1.00	B115CB	500' ROLL: 3/8 X 1/2 PE TUBING	325.00	325.00
2.00	B115CB	500' ROLL: 0.17 X 1/4 BONDED TUBING	360.00	720.00
3.00	B115CB	PROVIDE N2 TANKS	50.00	150.00
1.00	B115CB	PROVIDE ST1102 PUMP AND CONTROLLER	250.00	250.00

PLEASE PAY THIS AMOUNT 6,145.00



Remit Payment To:
PO Box 2158
Davis, CA 95617

November 30, 2023

Invoice Number: 2056300

Accounts Payable	Client Project:	Work Order No. 6
Borrego Springs Watermaster	WY Project No:	940-80-23-08
c/o West Yost Associates	Contract Amount:	18,106.00
23692 Birtcher Drive	Job Name:	WY 2024 Component 6: Biological
Lake Forest, CA 92630		Restoration of Fallowed Lands

Professional Services from November 1, 2023 to November 30, 2023

Approved January 17, 2024

Previously Billed :	769.00
Total This Period :	1,260.00
Total Amount Billed to Date including This Invoice :	2,029.00
Amount Remaining in Contract :	16,077.00

Professional Personnel

	Hours	Rate	Amount	
Principal Eng/Scientist/Geologist II				
Malone, Andy	2.00	307.00	614.00	
Engineer/Scientist/Geologist II				
Salberg, Lauren	1.00	201.00	201.00	
Technical Specialist I				
Jones, Katie	2.50	178.00	445.00	
Totals	5.50		1,260.00	
Total Labor				1,260.00
		Total this Invoice		\$1,260.00

Description of Services:

See attached description of services

Outstanding Invoices

Number	Date	Balance
2055998	10/31/2023	769.00
Total		769.00

Please direct questions to:

Project Manager Andy Malone
Principal Greg Chung *GKC*

Grant Component No. 6: Biological Restoration of Fallowed Lands - WY 2024 ^(a)

West Yost - November 2023 Invoiced by Category and Task

Task	Nov-23
	Totals
	\$1,260.00
Category (a) Component Administration - Category 6	\$646.00
Component Administration	\$646.00
Category (d) Monitoring, Assessment	\$614.00
Task 1 - Data Review	\$0.00
Task 2 - Habitat Field Study	\$0.00
Task 3 - Sand Fence Case Study	\$614.00
Task 4 - Fallowing Rehab Strategies	\$0.00
Task 5 - Fallowing Prioritization	\$0.00
Category (e) Stakeholder Outreach	\$0.00
Task 6 - EWG Meetings	\$0.00

Notes:

(a) Does not include work performed by Land IQ



Description of Services Rendered

Project 940-80-23-08

Grant Component No. 6: Biological Restoration of Fallowed Lands

Water Year 2024 - Invoice Period: November 1, 2023 to November 30, 2023

The services billed in this invoice are for work performed on the tasks included in Grant Component No. 6: Biological Restoration of Fallowed Lands. The work is the West Yost portion of the total scope of work. The remainder of the scope of work is being performed by Land IQ and its subconsultant UCI.

CATEGORY (A) COMPONENT ADMINISTRATION. The work performed for this task includes monthly project management of the tasks included in Component 6 and preparation of quarterly grant progress reports for submittal to the Borrego Water District (BWD). The work performed during the invoice period includes:

- Performed monthly project management to review scope, schedule, and budget progress.
- Updated budget status table.
- Completed the third quarterly grant progress report and reimbursement request for the July 1, 2023 through September 30, 2023 period. Submitted report materials to BWD Board.
- Prepared budget tracking table for grant reimbursement requests.
- Communicated Board-requested changes to Land IQ and UCI monthly invoices.
- Corresponded with land owners, Legal Counsel, and Land IQ to finalize Easement Agreements for Task 3 – Sand Fence Study.

CATEGORY (D) MONITORING, ASSESSMENT. The work performed for this task includes the monitoring and reporting portion of the Component 6 tasks. The work performed in this reporting period included:

TASK 1 - DATA REVIEW.

- No work performed in this reporting period.

TASK 2 - HABITAT FIELD STUDY.

- No work performed in this reporting period.

TASK 3 - SAND FENCE CASE STUDY.

- No work performed in this reporting period.

TASK 4 - FALLOWING REHAB STRATEGIES.

- No work performed in this reporting period.

Description of Services
940-80-23-08 (WY 2024)
Page 2

TASK 5 - FOLLOWING PRIORITIZATION.

- No work performed in this reporting period.

CATEGORY (E) STAKEHOLDER OUTREACH. The work performed for this task includes stakeholder outreach activities to support the implementation and communication of the Component 6 tasks. The work performed in this reporting period included:

TASK 6 - ENVIRONMENTAL WORKING GROUP MEETINGS.

- No work performed in this reporting period.



James L. Markman

T 714.990.0901
F 714.990.6230
E jmarkman@rwglaw.com

1 Civic Center Circle, PO Box 1059
Brea, California 92822-1059
rwglaw.com

MEMORANDUM

Approved February 5, 2024

TO: Samantha Adams
Maria Mendoza-Tellez
Lauren Salberg
Leah Ehresman

FROM: James L. Markman

DATE: January 16, 2024

SUBJECT: RWG Invoices - for services rendered through December 2023

Per your request, below please find the summary of the attached invoice.

Approximately 2/3 of the work for December 2023 concerned Court activity, including the Watermaster motion for appointment of a TAC member and the latest preparation of a status conference statement.

13056-0001\2742368v10.doc



T 213.626.8484
 F 213.626.0078
 Fed. I.D. No. 95-3292015

350 South Grand Avenue
 37th Floor
 Los Angeles, CA 90071

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BORREGO SPRINGS WATERMASTER
 C/O SAMANTHA ADAMS, EXECUTIVE DIRECTOR
 WEST YOST
 23692 BIRTCHEER DRIVE
 LAKE FOREST, CA 92630

Invoice Date: January 12, 2024
 Invoice Number: 245993
 Matter Number: 13056-0001

Re: 13056-0001 GENERAL LEGAL SERVICES

For professional services rendered through December 31, 2023

Time Detail

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
12/01/23	JLM	REVIEW E-MAILS ON REVISION OF DOCUMENTS FOR FOLLOWING STUDY	0.80
12/04/23	JLM	E-MAILS AND ZOOM MEETING ON FOLLOWING EXPERIMENT	0.80
12/05/23	JLM	WORK ON FOLLOWING EXPERIMENT DOCUMENT AND ISSUES	1.80
12/05/23	JCM	CONFERENCE WITH MR. MARKMAN REGARDING JOINT STATUS CONFERENCE STATEMENT; E-MAIL COMMUNICATION WITH MR. MARKMAN REGARDING SAME	0.40
12/06/23	JLM	PREPARE STATUS CONFERENCE STATEMENT; E-MAILS THEREON FROM BWD	1.60
12/06/23	JCM	REVIEW AND REVISE DRAFT OF JOINT STATUS CONFERENCE STATEMENT FROM MR. MARKMAN; CONFERENCE WITH MR. MARKMAN REGARDING SAME; CIRCULATE DRAFT JOINT STATUS CONFERENCE STATEMENT TO PARTIES FOR PROPOSED MATERIAL AND COMMENTS	0.70
12/07/23	JLM	REVIEW AMENDMENTS TO STATUS CONFERENCE STATEMENT	0.50
12/07/23	JCM	REVIEW AND REVISE DRAFT OF JOINT STATUS CONFERENCE STATEMENT WITH COMMENTS FROM PARTIES; E-MAIL COMMUNICATION WITH PARTIES REGARDING REVISIONS TO JOINT STATUS CONFERENCE STATEMENT; CONFERENCE WITH MR. MARKMAN REGARDING SAME	0.80

Item III.F.i

Client: BORREGO SPRINGS WATERMASTER

Matter: GENERAL LEGAL SERVICES

Invoice Date:

Invoice Number:

Matter Number:

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January 12, 2024

245993

13056-0001

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<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
12/08/23	JLM	REVIEW TRANSFER TO BUSD; E-MAILS AND TELEPHONE CALLS ON POLICIES FOR NEXT BOARD MEETING	1.20
12/08/23	JCM	REVIEW AND REVISE WATERMASTER'S JOINT STATUS CONFERENCE STATEMENT; E-MAIL COMMUNICATIONS WITH PARTIES AND MR. MARKMAN REGARDING MATERIAL AND COMMENTS REGARDING JOINT STATEMENT; CONFERENCE WITH MR. MARKMAN REGARDING SAME; FINALIZE, FILE AND SERVE JOINT STATEMENT	1.50
12/11/23	JLM	PREPARE MEMORANDUM TO THE BOARD ON POLICIES ON TRANSFERS AND TAC MEMBER APPOINTMENT; MEETING THEREON WITH MR. DUNCAN AND MS. ADAMS	3.00
12/11/23	JCM	E-MAIL COMMUNICATION WITH MS. STAPLES AND MR. HILL REGARDING JOINT STATUS CONFERENCE STATEMENT	0.10
12/12/23	JLM	REVIEW AGENDA PACKET MATERIALS INCLUDING FOLLOWING AGREEMENTS	1.40
12/14/23	JLM	REVIEW ADDENDUM TO BOARD MEETING MATERIALS; REVIEW STATUS CONFERENCE STATEMENT; ATTEND WATERMASTER BOARD MEETING	4.60
12/14/23	JCM	CONFERENCE WITH MR. MARKMAN REGARDING STATUS CONFERENCE HEARING	0.20
12/15/23	JLM	ATTEND COURT STATUS CONFERENCE HEARING	4.50
12/15/23	JCM	APPEAR FOR STATUS CONFERENCE REGARDING BASIN MANAGEMENT UNDER THE JUDGMENT; PREPARE FOR STATUS CONFERENCE REGARDING SAME; DRAFT NOTICE OF ENTRY OF ORDER REGARDING STATUS CONFERENCE	1.00
12/18/23	BTK	REVIEW NOTICE OF ENTRY OF ORDER REGARDING STATUS CONFERENCE AND CONTINUANCE OF STATUS CONFERENCE TO 4-25-24	0.10
12/18/23	JLM	REVIEW DOLJANIAN RESPONSE TO T2 PALMS MOTION TO INTERVENE; REVIEW AB 845; TELEPHONE CALL FROM MS. STAPLES ON STATUS CONFERENCE STATEMENT FROM HER FIRM	2.10
12/18/23	JCM	FINALIZE, FILE AND SERVE NOTICE OF ENTRY OF ORDER REGARDING STATUS CONFERENCE; E-MAIL COMMUNICATIONS WITH MR. MARKMAN AND MS. KENNEDY REGARDING SAME; REVIEW OBJECTION TO T2 PALMS' APPLICATION FOR INTERVENTION FILED BY MR. DOLJANIN	0.70
12/20/23	JLM	WORK ON JUDGMENT AMENDMENT ON TAC MEMBERSHIP	1.50

Item III.F.i

Client: BORREGO SPRINGS WATERMASTER

Matter: GENERAL LEGAL SERVICES

Invoice Date:

Invoice Number:

Matter Number:

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January 12, 2024

245993

13056-0001

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<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>
12/20/23	JCM	E-MAIL COMMUNICATION WITH MR. MARKMAN REGARDING MOTION TO AMEND JUDGMENT REGARDING MEMBERSHIP OF TECHNICAL ADVISORY COMMITTEE	0.10
12/21/23	JLM	WORK ON JUDGMENT AMENDMENT	0.50
12/22/23	JLM	DRAFT MOTION, ORDER AND DECLARATION ON TAC MEMBERSHIP	2.50
12/26/23	JLM	FINISH DRAFT MOTION TO AMEND JUDGMENT	3.00
12/27/23	JLM	WORK ON HEARING PROCESS FOR JUDGMENT AMENDMENT	0.50
12/27/23	JCM	REVIEW, REVISE AND DRAFT NOTICE OF MOTION AND MOTION TO AMEND THE JUDGMENT REGARDING MEMBERSHIP TO THE TECHNICAL ADVISORY COMMITTEE AND DECLARATION OF MR. MARKMAN; E-MAIL COMMUNICATION WITH MR. MARKMAN AND MR. BROCHARD REGARDING SAME; RESERVE COURT HEARING DATE FOR MOTION	2.80
12/27/23	BTK	ASSIST PREPARATION AND FINALIZATION OF MOTION OF BORREGO SPRINGS WATERMASTER TO AMEND THE JUDGMENT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF MR. MARKMAN IN SUPPORT THEREOF	0.20
12/28/23	JCM	FINALIZE, FILE AND SERVE NOTICE OF MOTION AND MOTION TO AMEND THE JUDGMENT REGARDING MEMBERSHIP TO THE TECHNICAL ADVISORY COMMITTEE; CONFERENCE WITH MR. MARKMAN REGARDING SAME	1.50
12/28/23	JLM	COMPLETE MOTION TO AMEND JUDGMENT AND FILE WITH COURT	1.20
Total			41.60

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
B. TILDEN KIM	0.30	350.00	105.00
JACOB C. METZ	9.80	275.00	2,695.00
JAMES L. MARKMAN	31.50	400.00	12,600.00
Total	41.60		\$15,400.00

Item III.F.i

Client: BORREGO SPRINGS WATERMASTER
Matter: GENERAL LEGAL SERVICES

Invoice Date:
Invoice Number:
Matter Number:

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January 12, 2024
245993
13056-0001

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Cost Detail

<u>Date</u>	<u>Description</u>	<u>Amount</u>
12/14/23	LEGAL RESEARCH - 11/23	9.39
Total		\$9.39

Item III.F.i

Client: BORREGO SPRINGS WATERMASTER
Matter: GENERAL LEGAL SERVICES

Invoice Date:
Invoice Number:
Matter Number:

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January 12, 2024
245993
13056-0001

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Current Legal Fees.....	\$15,400.00
Current Client Costs Advanced.....	\$9.39
Total Current Fees and Costs	\$15,409.39



T 213.626.8484
F 213.626.0078
Fed. I.D. No. 95-3292015

350 South Grand Avenue
37th Floor
Los Angeles, CA 90071

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BORREGO SPRINGS WATERMASTER
C/O SAMANTHA ADAMS, EXECUTIVE DIRECTOR
WEST YOST
23692 BIRTCHER DRIVE
LAKE FOREST, CA 92630

Invoice Date: January 12, 2024
Invoice Number: 245993
Matter Number: 13056-0001

Re: 13056-0001 GENERAL LEGAL SERVICES

For professional services rendered through December 31, 2023

Fees	15,400.00
Costs	9.39
Total Amount Due	\$15,409.39

TERMS: PAYMENT DUE UPON RECEIPT

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE TO

RICHARDS, WATSON & GERSHON
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071

RICHARDS WATSON GERSHON



Remit Payment To:
PO Box 2158
Davis, CA 95617

December 31, 2023

Invoice Number: 2056797

Accounts Payable	Client Project:	Work Order No. 6
Borrego Springs Watermaster	WY Project No:	940-80-23-06
c/o West Yost Associates	Contract Amount:	211,584.00
23692 Birtcher Drive	Job Name:	WY 2024 Admin and Technical Services
Lake Forest, CA 92630		

Professional Services from December 1, 2023 to December 31, 2023

Approved February 5, 2024

Previously Billed :	35,185.49
Total This Period :	12,374.50
Total Amount Billed to Date including This Invoice :	47,559.99
Amount Remaining in Contract :	164,024.01

Professional Personnel

	Hours	Rate	Amount
Eng/Scientist/Geologist Manager I			
Adams, Samantha	12.25	319.00	3,907.75
Principal Eng/Scientist/Geologist II			
Malone, Andy	6.00	307.00	1,842.00
Engineer/Scientist/Geologist II			
Salberg, Lauren	21.00	201.00	4,221.00
Engineer/Scientist/Geologist I			
Kelty, Clay	.50	173.00	86.50
Administrative IV			
Ehresman, Leah	2.25	152.00	342.00
Administrative III			
Mendoza-Tellez, Maria	14.00	138.00	1,932.00
Totals	56.00		12,331.25
Total Labor			12,331.25

Reimbursable Expenses

Supplies/Permits/Publications/Equipment	43.25	
Total Reimbursables	43.25	43.25

Total this Invoice \$12,374.50

Description of Services:

See attached description of services

Project	940-80-23-06	WY 2024 Admin and Technical Services	Invoice	2056797
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Outstanding Invoices

Number	Date	Balance
2056066	10/31/2023	16,390.75
2056298	11/30/2023	18,794.74
Total		35,185.49

Please direct questions to:

Project Manager	Samantha Adams
Principal	Greg Chung

GKC



Description of Services Rendered

Project 940-80-23-06

Watermaster Administrative and Technical Services – Portion of Services not
Reimbursable by DWR Prop 68 Grant

Invoice Period: December 1, 2023 to December 31, 2023

The services billed in this invoice are those Watermaster administrative and technical services that are not reimbursable through the DWR Prop 68 grant.

TASK 1 – MEETINGS AND COURT HEARINGS

The work performed for this task includes preparing for and attending Watermaster Board Meetings and Court Hearings. The work performed in this reporting period included:

BOARD MEETINGS

- Corresponded with Watermaster Board officers and legal counsel throughout the month to coordinate meeting agenda items and other Watermaster activities.
- December 2023 Regular Board Meeting Preparation:
 - Prepared meeting minutes from November Board meeting.
 - Prepared agenda package content. This work included:
 - Organized, compiled, and formatted the public correspondence and consent calendar items.
 - Performed work, including coordination and preparation of staff memos or other materials, if needed, to support the following agenda items:
 - Approval of Easement Agreements for Sand Fence Study
 - Change in groundwater storage calculation
 - Amendment to WY 2024 budget
 - Consideration of Judgment Amendments
 - Draft resolution to address third-party requests for Watermaster resources
 - Expansion of the Watermaster's groundwater monitoring program
 - Status update on the Biological Restoration of Fallowed Lands project
 - Setting agenda for the January 11, 2024 regular meeting
 - Compiled the agenda package and distributed via the stakeholder distribution list and Watermaster website.
 - Prepared PowerPoint Presentation to support the Board meeting discussion.

Description of Services

940-80-23-06

Page 2

- Responded to questions from Board members via email and phone calls regarding the Board package items.
- Attended the virtual Board meeting on December 14. The meeting was attended by Samantha Adams, Andy Malone, and Lauren Salberg.
- January 2024 Board Meeting Preparation:
 - Prepared punch list of agenda items for the Board meeting. Created meeting link and coordinated assignments for preparing the package.

COURT HEARINGS

- Coordinated with legal counsel on the December 15, 2023 Status Conference with the Court.

TASK 2 – WATERMASTER ADMINISTRATION

The Executive Director, with support from staff, will organize, oversee, and/or perform the administrative and management aspects of running the Watermaster and administering the Judgment, Rules and Regulations, and GMP. The work performed in this reporting period included:

PREPARE THE WATERMASTER ANNUAL BUDGET

- No work performed during the reporting period.

INSURANCE, ACCOUNTING, AND FINANCIAL SERVICES

- Processed accounts receivable into QuickBooks.
- Processed accounts payable into QuickBooks.
- Drove to US Bank to deposit checks.
- Cut checks for accounts payable and mailed for signature.
- Prepared November 2023 Financial Report to the Board.
- Communicated with vendors on reporting estimates of December billings for inclusion in December monthly financials.
- Ran aging report of unpaid assessment and meter read invoices.
- Processed DWR grant reimbursement check.
- Communicated with Auditors about the schedule to complete the audit.

RESPOND TO AND TRACK PUBLIC INFORMATION REQUESTS

- No work performed during the reporting period.

AS-NEEDED SUPPORT TO THE BPA PARTIES

- Provided general as-requested support to BPA parties throughout the month by performing outreach, responding to emails, and taking phone calls on the following topics:
 - Transfers of Carryover
 - WY 2024 Pumping Assessments and Carryover calculations
 - Water rights rules when using groundwater to fight fires

Description of Services

940-80-23-06

Page 3

- Compiled and delivered well meter verification tests, certification, and access to telemetry database to new owner of BPA following BPA transfer.
- Began preparing the 2023 Rams Hill Groundwater Pumping Report to support required reporting to the County of San Diego.

AS-NEEDED ADMINISTRATION OF THE TERMS OF THE JUDGMENT, RULES & REGULATIONS, AND GROUNDWATER MANAGEMENT PLAN

- Per the request of the Board, worked with Legal Counsel to review and consider Judgment amendments or policy options to address Carryover rules.
- Responded to email inquiries on the following topics: applications for construction of new De Minimis pumping wells, well drillers in the Basin, and the Judgment.

GENERAL ADMINISTRATION AND PROJECT MANAGERMENTS TASKS

- Performed monthly project management tasks including budget, schedule, and scope of work progress evaluations.
- Processed contract paperwork associated with WY 2024 Budget amendment approved at the December Board meeting.

TASK 3 – TECHNICAL SERVICES

The objective of this task is for the Technical Consulting team to perform the technical services required by the Judgment, Rules and Regulations, and GMP for WY 2023 that are not reimbursable by the DWR Prop 68 Grant. The work performed in this reporting period included:

NON-REIMBURSABLE COSTS FOR GROUNDWATER MONITORING PROGRAM.

- Purchase of field supplies to secure newly-installed transducer and cable during fall 2023 semi-annual monitoring event.

NON-REIMBURSABLE COSTS FOR ADDRESSING ABANDONED WELLS

- There are no non-grant reimbursable costs in this reporting period.

AS-NEEDED TECHNICAL SUPPORT FOR IMPLEMENTATION OF THE JUDGMENT, RULES AND REGULATIONS, AND GROUNDWATER MANAGEMENT PLAN

- No work performed during the reporting period.

ADDRESS AD HOC REQUESTS OF TAC FROM THE BOARD

- No work performed during the reporting period.

TASK 4 – ENVIRONMENTAL WORKING GROUP

The objective of this task is to support the activities of the EWG in WY 2024 that are not part of the DWR Prop 68 Grant. The work performed in this reporting period included:

EWG MEETINGS.

- No work performed during the reporting period.

Description of Services

940-80-23-06

Page 4

TASK 5 - STAFF SERVICES BILLED TO WATERMASTER RELATED TO MANUAL-READ METERS

The objective of this task is to coordinate the monitoring and collection of meter data from the parties with manual-read meters. This work is reimbursed by only those Parties with manual-read meters. The work performed in this reporting period included:

- Followed-up with Parties who had not yet sent November 2023 self-reporting of meter reads.



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23651 EL TORO RD, LAKE FOREST, 92630
TRACI_L_WISHAM@HOMEDEPOT.COM

1840 00012 66733 11/09/23 03:33 PM
SALE CASHIER DIGNA

887480031829 SECURITYCABL <A> 6.38
3/16"X6"SECURITY CABLE
071649274664 HD TSA LOCK <A> 13.78
HEAVY DUTY TSA LUGGAGE LOCK
039208237802 LK 40 MM LAM <A> 19.98
LK 40 MM LAMINATED STEEL 2 IN. SHACK

SUBTOTAL 40.14
SALES TAX 3.11
TOTAL \$43.25

XXXXXXXXXXXX3933 MASTERCARD

USD\$ 43.25

AUTH CODE 043896/9123683

TA

Chip Read

AID A00000000041010

MASTERCARD

P.O.#/JOB NAME: 0

1840 11/09/23 03:33 PM



1840 12 66733 11/09/2023 0327

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 02/07/2024

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Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



Remit Payment To:
PO Box 2158
Davis, CA 95617

December 31, 2023

Invoice Number: 2056798

Accounts Payable	Client Project:	Work Order No. 6
Borrego Springs Watermaster	WY Project No:	940-80-23-07
c/o West Yost Associates	Contract Amount:	822,010.00
23692 Birtcher Drive	Job Name:	WY 2024 Component 7: Monitoring
Lake Forest, CA 92630		Reporting, and GMP Update

Professional Services from December 1, 2023 to December 31, 2023

[Approved February 5, 2024](#)

Previously Billed :	127,317.28
Total This Period :	47,204.00
Total Amount Billed to Date including This Invoice :	174,521.28
Amount Remaining in Contract :	647,488.72

Professional Personnel

	Hours	Rate	Amount
Eng/Scientist/Geologist Manager I			
Adams, Samantha	25.25	319.00	8,054.75
Principal Eng/Scientist/Geologist II			
Chiang, Eric	14.75	307.00	4,528.25
Malone, Andy	32.50	307.00	9,977.50
Associate Eng/Scientist/Geologist I			
Hedley, Lucy	2.25	215.00	483.75
Engineer/Scientist/Geologist II			
Alonzo, Terrinda	.75	201.00	150.75
Salberg, Lauren	63.25	201.00	12,713.25
Engineer/Scientist/Geologist I			
Arevalo, Andrea	11.25	173.00	1,946.25
Kelty, Clay	52.50	173.00	9,082.50
Technical Specialist I			
Paredes, Cynthia	1.50	178.00	267.00
Totals	204.00		47,204.00
Total Labor			47,204.00
Total this Invoice			\$47,204.00

Description of Services:

See attached description of services

Project	940-80-23-07	Comp 7 Monitoring Reporting & GMP Update	Invoice	2056798
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Outstanding Invoices

Number	Date	Balance
2056069	10/31/2023	45,793.25
2056299	11/30/2023	71,503.45
Total		117,296.70

Please direct questions to:

Project Manager	Samantha Adams
Principal	Greg Chung



**Grant Component No. 7: Monitoring, Reporting, and Groundwater Management Planning
West Yost - December 2023 Invoiced by Category and Task**

Category and Task	Dec-23
	<i>Total Invoice</i> \$47,204.00
Category (a) Component Administration	\$3,629.50
Component Administration	\$3,629.50
Category (b) Planning, Design, Environmental	\$0.00
Task 1: Envionmental Documentation/Permitting	\$0.00
Task 2: Design Plans and Specifications (SW Station)	\$0.00
Category (c) Construction, Implementation	\$1,998.00
Task 5: Identify and Address Improperly Abandoned Wells	\$1,998.00
Category (d) Monitoring, Assessment	\$35,539.00
Task 6: Groundwater Pumping Monitoring - Annual Meter Verification	\$360.50
Task 6: Groundwater Pumping Monitoring - Monthly Meter Reading	\$1,498.50
Task 7 & 8 Groundwater Level and Quality Monitoring Program - Semi Annual Monitoring Events	\$4,260.00
Task 10 Maintain and Enhance Data Management System	\$3,684.75
Task 11 Annual Water Rights Accounting (Pumping Report)	\$0.00
Task 11 Annual Report to the Court and DWR	\$10,117.25
Task 12 Redetermination of the Sustainable Yield by 2025	\$8,854.50
Task 13 Prepare the 2025 GMP Update	\$6,763.50
Category (e) Stakeholder Outreach	\$6,037.50
Task 14 Outreach - Board Meetings on Grant Implementation	\$0.00
Task 14 Outreach - Technical Advisory Committee Working Meetings	\$6,037.50
Task 14 Outreach - Stakeholder Open House	\$0.00
Task 14 Outreach - Maintain Website and Grant Communications	\$0.00



Description of Services Rendered
Project 940-80-23-07
Grant Component No. 7: Monitoring, Reporting, and
Groundwater Management Planning
Water Year 2024 - Invoice Period: December 1, 2023 to December 31, 2023

The services billed in this invoice are for work performed on the tasks included in Grant Component No. 7: Monitoring, Reporting, and Groundwater Management Planning.

CATEGORY (A) COMPONENT ADMINISTRATION. The work performed for this task includes monthly project management of the tasks included in Component 7 and preparation of quarterly grant progress reports for submittal to the Borrego Water District (BWD). The work performed during the invoice period includes:

- Performed monthly project management to review scope, schedule, and budget progress for WY 2024 tasks as of the end of December 2023.
- Updated budget status table.
- Executed annual Task Order agreement with vendor (Blaine Tech).
- Prepared budget tracking spreadsheets for tracking:
 - WY spending, by grant task, from WY 2022 through WY 2023.
 - DWR Prop 68 grant reimbursement requests by quarter for WY 2022 through WY 2023.
- Corresponded with BWD throughout the month on grant reimbursement status and report reviews.

CATEGORY (C) CONSTRUCTION, IMPLEMENTATION. The work performed for this task includes the construction and implementation portion of the Component 7 tasks. Component 7 includes one construction and implementation task – implementation of the surface water monitoring station at Coyote Creek. The work performed during the invoice period includes:

ADDRESS ABANDONED WELLS (CONVERSION OR ABANDON)

- Catalog and review the field documentation from the well canvassing effort in November 2023 and determine the next steps to add suitable wells identified during canvassing effort to the monitoring network.

CATEGORY (D) MONITORING, ASSESSMENT. The work performed for this task includes the monitoring and reporting portion of the Component 7 tasks. The work performed in this reporting period included:

Description of Services
940-80-23-07 (WY 2024)
Page 2

GROUNDWATER PUMPING MONITORING - ANNUAL METER VERIFICATION

- Corresponded with Pumpers, McCall Meters, and McKeever Water and Wells about annual meter verification testing.
- Updated list of approved vendors for annual meter verification and calibration and posted to Watermaster's website.

GROUNDWATER PUMPING MONITORING - MONTHLY COLLECTION AND PROCESSING OF METER READ DATA

NOTE: THIS TASK DOES NOT INCLUDE WORK TO COORDINATE OR PERFORM METER READING SERVICES AT MANUAL-READ METERS – THAT WORK IS PAID FOR BY THE PUMPERS WITH MANUAL-READ METERS.

- Cataloged and processed November 2023 monthly meter reads.
- Communicated with Parties on questions regarding telemetry meter read values.
- Calculated November 2023 pumping by well.
- Performed QA/QC of November 2023 pumping data.

GROUNDWATER LEVEL AND QUALITY MONITORING PROGRAM - SEMIANNUAL MONITORING EVENTS

- Cataloged, processed into standard formats, performed QA/QC, and loaded to HydroDaVE transducer water level data collected in the field by Watermaster staff in November 2023.
- Received, cataloged, processed into standard formats, performed QA/QC, and loaded to HydroDaVE laboratory water quality parameters for samples collected in the field by Watermaster staff in November 2023.
- Prepared summary of activities completed for the fall 2023 semi-annual monitoring report.
- Review outcomes of the fall 2023 semi-annual monitoring event and canvassing effort in November 2023 to determine:
 - Changes to logistics to implement during the spring 2024 semi-annual monitoring event
 - Next steps to add suitable wells identified during canvassing effort to the monitoring network.

COOPERATOR DATA COLLECTION, DATA MANAGEMENT, AND REPORTING DATA TO DWR PORTALS

- Barocompensated BWD transducer data using barometric data from the BSR 6 well.
- Cataloged, processed into standard formats, performed QA/QC, and loaded to HydroDaVE the following datasets collected in November 2023:
 - Water level data collected by BWD field staff at BWD wells.
 - Water level transducer data downloaded by BWD field staff at BWD wells.
- Performed QA/QC of Fall 2023 groundwater quality data for all active BWD wells sampled by BWD.
- Performed QA/QC of groundwater quality data sampled by BWD in July and August 2023 for newly acquired BWD wells and PFAS results for BWD wells.
- Updated database with new information obtained for location, depths, and reference points of wells sampled and canvassed in the field during November 2023.

Description of Services
940-80-23-07 (WY 2024)
Page 3

- Submitted fall 2023 groundwater level data to the DWR Monitoring Network Module (MNM).
- Digitized and loaded well construction information for three private wells to DMS.
- Began processing historical groundwater elevation data (2009-2021) for private wells in the Basin received from DWR.

ANNUAL WATER RIGHTS ACCOUNTING (PUMPING REPORT)

- No work performed in this reporting period.

ANNUAL REPORT TO THE COURT AND DWR

- Prepared text, figures, and tables for Sections 1 through 4 of the draft Annual Report.
- Performed QA/QC of Sections 1 through 4 of the draft Annual.
- Began preparing text, figures, and tables for Section 5 of the draft Annual Report.
- Prepared Appendix A to the draft Annual Report.

REDETERMINATION OF THE SUSTAINABLE YIELD OF THE BORREGO SPRINGS SUBBASIN

- Prepared a technical memorandum on proposed methods and approach to perform Task 4 – *Model Recalibration* for TAC review.
- Prepared a technical memorandum on the proposed methods for performing Task 5 – *Determine the Sustainable Yield* for TAC review.
- Reviewed model input files including from the Farm Process (FMP) and Multi-Node Well (MNW2) package to identify how Rampdown was simulated in the 2016 BVHM.

PREPARE THE 2025 GROUNDWATER MANAGEMENT PLAN UPDATE

- Prepared draft annotated outline of the 5-year assessment of the GMP report.
- Prepared memo summarizing the process and schedule for preparing the draft and final 5-year assessment of the GMP report and preparing the draft and final updated GMP. The memo and the draft outline of the report were distributed to the TAC for review.
- Prepared templates of new figures presenting historical and current data compared to Sustainable Management Criteria.
- Began writing text for Sections 1 through 4 of the GMP Assessment Report.

CATEGORY (E) STAKEHOLDER OUTREACH. The work performed for this task includes stakeholder outreach activities to support the implementation and communication of the Component 7 tasks. The work performed in this reporting period included:

TECHNICAL ADVISORY COMMITTEE MEETINGS

- Prepared agenda and materials for the December 18, 2023 TAC working meeting, including memos to describe the goals and objectives of each agenda item. Materials included supporting information for:
 - Final TM on Task 3 to Redetermine the Sustainable Yield – *Correct Errors Identified in the BVHM*

Description of Services
 940-80-23-07 (WY 2024)
 Page 4

- Methods to perform Task 4 to Redetermine the Sustainable Yield – *Model Recalibration*
- Methods to perform Task 5 to Redetermine the Sustainable Yield – *Determine the Sustainable Yield*
- Process of the 5-year assessment of the GMP
- Expansion of the Groundwater Monitoring Program
- Compiled and prepared summary tables of written TAC comments received since the November 1, 2023 TAC meeting to include in Agenda package, including:
 - Task 3 to Redetermine the Sustainable Yield – *Correct Errors Identified in the BVHM*
 - Task 4 to Redetermine the Sustainable Yield – *Model Recalibration*
 - Methods to perform Task 5 to Redetermine the Sustainable Yield – *Determine the Sustainable Yield*
 - 5-year assessment of the GMP
- Completed and distributed the agenda package and agenda package addendum to the Borrego Springs Stakeholder distribution list for the December 18, 2023 TAC meeting.
- Prepared detailed PowerPoint Presentation to support the TAC meeting.
- Conducted TAC working meeting on December 18, 2023. The meeting attendees were Andy Malone, Eric Chiang, and Lauren Salberg.
- Prepared draft meeting minutes from the December 18, 2023 TAC meeting and distributed to the TAC for review.
- Corresponded with TAC members regarding deadlines for submitting comments on meeting minutes and agenda items presented during the December 18, 2023 TAC meeting.

STAKEHOLDER OPEN HOUSE

- No work performed in this reporting period.

MAINTAIN WEBSITE AND GRANT COMMUNICATIONS

- No work performed in this reporting period.



Remit Payment To:
PO Box 2158
Davis, CA 95617

December 31, 2023

Invoice Number: 2056799

Accounts Payable	Client Project:	Work Order No. 6
Borrego Springs Watermaster	WY Project No:	940-80-23-08
c/o West Yost Associates	Contract Amount:	18,106.00
23692 Birtcher Drive	Job Name:	WY 2024 Component 6: Biological
Lake Forest, CA 92630		Restoration of Fallowed Lands

Professional Services from December 1, 2023 to December 31, 2023

Approved February 5, 2024

Previously Billed :	2,029.00
Total This Period :	1,016.00
Total Amount Billed to Date including This Invoice :	3,045.00
Amount Remaining in Contract :	15,061.00

Professional Personnel

	Hours	Rate	Amount
Principal Eng/Scientist/Geologist II			
Malone, Andy	2.00	307.00	614.00
Engineer/Scientist/Geologist II			
Salberg, Lauren	2.00	201.00	402.00
Totals	4.00		1,016.00
Total Labor			1,016.00
Total this Invoice			\$1,016.00

Description of Services:

See attached description of services

Outstanding Invoices

Number	Date	Balance
2055998	10/31/2023	769.00
2056300	11/30/2023	1,260.00
Total		2,029.00

Please direct questions to:

Project Manager Andy Malone
Principal Greg Chung *GKC*

Grant Component No. 6: Biological Restoration of Fallowed Lands - WY 2024 ^(a)

West Yost - December 2023 Invoiced by Category and Task

Task	Dec-23
	Totals
	\$1,016.00
Category (a) Component Administration - Category 6	\$402.00
Component Administration	\$402.00
Category (d) Monitoring, Assessment	\$614.00
Task 1 - Data Review	\$0.00
Task 2 - Habitat Field Study	\$0.00
Task 3 - Sand Fence Case Study	\$614.00
Task 4 - Fallowing Rehab Strategies	\$0.00
Task 5 - Fallowing Prioritization	\$0.00
Category (e) Stakeholder Outreach	\$0.00
Task 6 - EWG Meetings	\$0.00

Notes:

(a) Does not include work performed by Land IQ



Description of Services Rendered

Project 940-80-23-08

Grant Component No. 6: Biological Restoration of Fallowed Lands

Water Year 2024 - Invoice Period: December 1, 2023 to December 31, 2023

The services billed in this invoice are for work performed on the tasks included in Grant Component No. 6: Biological Restoration of Fallowed Lands. The work is the West Yost portion of the total scope of work. The remainder of the scope of work is being performed by Land IQ and its subconsultant UCI.

CATEGORY (A) COMPONENT ADMINISTRATION. The work performed for this task includes monthly project management of the tasks included in Component 6 and preparation of quarterly grant progress reports for submittal to the Borrego Water District (BWD). The work performed during the invoice period includes:

- Performed monthly project management to review scope, schedule, and budget progress.
- Updated budget status table.
- Communicated Board-requested changes to Land IQ and UCI monthly invoices.

CATEGORY (D) MONITORING, ASSESSMENT. The work performed for this task includes the monitoring and reporting portion of the Component 6 tasks. The work performed in this reporting period included:

TASK 1 - DATA REVIEW.

- No work performed in this reporting period.

TASK 2 - HABITAT FIELD STUDY.

- No work performed in this reporting period.

TASK 3 - SAND FENCE CASE STUDY.

- Held meeting with landowners to discuss Easement Agreements for Task 3 – Sand Fence Study.
- Finalized Easement Agreements.

TASK 4 - FOLLOWING REHAB STRATEGIES.

- No work performed in this reporting period.

TASK 5 - FOLLOWING PRIORITIZATION.

- No work performed in this reporting period.

Description of Services
940-80-23-08 (WY 2024)
Page 2

CATEGORY (E) STAKEHOLDER OUTREACH. The work performed for this task includes stakeholder outreach activities to support the implementation and communication of the Component 6 tasks. The work performed in this reporting period included:

TASK 6 - ENVIRONMENTAL WORKING GROUP MEETINGS.

- No work performed in this reporting period.

**Borrego Springs Watermaster
Board of Directors Meeting
February 8, 2024
AGENDA ITEM IV.A**

To: Board of Directors
From: Samantha Adams, Executive Director
Date: February 5, 2024
Subject: Hearing to Receive Comments on the Water Year 2023 Annual Report for the Borrego Springs Subbasin

<input type="checkbox"/> Recommended Action	<input checked="" type="checkbox"/> Provide Direction to Staff	<input checked="" type="checkbox"/> Information and Discussion
<input type="checkbox"/> Fiscal Impact	<input type="checkbox"/> Cost Estimate: \$	

Recommended Action

Conduct Hearing to receive comments and provide direction to staff, if needed, based on comments received

Fiscal Impact: None.

Background and Previously Related Actions by the Board

Pursuant to Section IV.E.G of the Judgment, the Watermaster is required to prepare and file an Annual Report with the Court not later than April 1 following the end of each Water Year (WY).¹ Watermaster is also required to file the Annual Report with the California State Department of Water Resources (DWR) pursuant to the requirements of the Sustainable Groundwater Management Act (SGMA), specifically Article 7, Section 356.2. The Annual Report must also be submitted to the DWR by April 1.

The WY 2023 Annual Report will be the third Annual Report of the Watermaster to satisfy the combined Judgment and DWR reporting requirements. Two prior annual reports were prepared and submitted to the DWR to satisfy the SGMA requirements only (prior to entry of the Judgement)—the WY 2019 and WY 2020 Annual Reports.

Annual Report Process and Contents

The Judgment defines a minimum process for completion of the Annual Report (Section IV.E.5.a), which includes:

- Notifying all Parties that a draft Annual Report is available for review.

¹ At its October 13, 2022 regular Board meeting, the Board voted to amend the Judgment to extend the filing deadline of the Annual Report to April 1st to allow sufficient time to complete, review, and respond to comments on the draft Annual Report. A motion to amend the Judgment to extend the Annual Report filing deadline to April 1st was filed with the Superior Court of Orange County on January 13, 2023 and was approved at an April 20, 2023 hearing.

- Holding a hearing to receive comments and recommendations for changes to the draft report.
- Filing the final report with the Court and DWR, and distributing copies to Parties upon request.

The Judgment also defines the minimum contents for inclusion in the Annual Report to the Court (Section IV.E.5.b), which includes:

- The information set forth in the SGMA regulations of the CA Water Code (section 10728) and Code of Regulations (section 356.2)—these are the DWR reporting requirements
- An annual fiscal report of the operation of Watermaster during the preceding Water Year
- An audit of all assessments and expenditures by Watermaster
- A summary of the management of the Basin and Watermaster Activities pursuant to the Judgement
- A summary of aggregate Pumping
- A record of Leases and Permanent Transfers of BPA and the amount of Carryover held by each Party
- Any recommendations to the Court to advance the sustainable management of the Basin
- Such additional information as may be required by order of the Court

The WY 2023 Annual Report contains all required elements defined in the Judgment.

The draft WY 2023 Annual Report was published on January 25, 2024 and Watermaster staff provided notification to the Parties and to the interested stakeholder distribution list via email and posting to the Watermaster website. The notification included a link to the draft report and provided the date and time of the Watermaster hearing to receive comments.

Hearing to Receive Comments

Linked herein is the [Draft Water Year 2023 Annual Report for the Borrego Springs Subbasin](#). The Hearing to receive comment will be held as part of this regularly scheduled Board meeting (February 8, 2024). During the hearing, Watermaster staff will give a brief overview of the report contents prior to the Chair opening the hearing to receive comments from the public and Board members.

Next Steps

The schedule to complete the report is as follows:

- Written comments on the draft report will be accepted by Watermaster Staff through Thursday, February 22, 2024. Comments received after the deadline are not guaranteed to be addressed.
- Staff will publish a revised WY 2023 Annual Report, with a response to comments document as an appendix to the report no later than Monday, March 4, 2024.
- The Board will review and adopt the final WY 2023 Annual Report during the regular Board meeting scheduled for Thursday, March 14, 2024. Additional edits to the report may be

directed as part of the approval. And, if deemed necessary, a Special Meeting can be called by the Chair later in the month for final approval by the Board.

- Watermaster Staff will file the final WY 2023 Annual Report with the Court and DWR no later than April 1, 2024.

Enclosures

Due to length of the document, the Draft Water Year 2023 Annual Report for the Borrego Springs Subbasin is available online. The report can be accessed at the following link:

borregospringswatermaster.com/wp-content/uploads/2024/01/R-940-Water-Year-2023-Annual-Report-DRAFT-240121-ah.pdf

**Borrego Springs Watermaster
Board of Directors Meeting
February 8, 2024
AGENDA ITEM IV.B**

To: Board of Directors
From: Andy Malone, Technical Consultant
Date: February 5, 2024
Subject: Approval of Contractor for Sand Fence Construction for Biological Restoration Project

<input checked="" type="checkbox"/> Recommended Action	<input type="checkbox"/> Provide Direction to Staff	<input type="checkbox"/> Information and
<input type="checkbox"/> Fiscal Impact	<input type="checkbox"/> Cost Estimate: \$	Discussion

Recommended Action

Approve the contract template and appoint a subcommittee to approve the selected contractor.

Fiscal Impact: None. Sand Fence Study is included in the WY 2024 Budget and is reimbursable through the DWR SGMA Implementation Grant.

Background and Previously Related Actions by the Board

Land IQ is a current contractor to the Watermaster and is conducting the Biological Restoration of Fallowed Lands project (Project). Task 3 of the Project is a pilot study to construct and monitor various configurations of “Sand Fences” on fallowed agricultural lands to evaluate their relative effectiveness at mitigating adverse impacts associated with fallowed lands, such as airborne dust emissions.

The chosen parcels to construct the Sand Fences are owned by T2 Borrego LLC (T2) and the Borrego Water District (BWD). The Watermaster Board has previously approved Easement Agreements with T2 and BWD to allow Watermaster staff, consultants, and subconsultants to enter onto the parcels for the purposes of conducting Task 3 of the Project.

Soliciting and Selecting a Subcontractor to Construct Sand Fences

Land IQ must hire a subcontractor to construct the Sand Fences. Land IQ prepared a Request for Proposals (RFP), which was reviewed by T2, BWD, and Watermaster legal counsel before release. The RFP includes a template Subcontractor Services Agreement which includes the same insurance requirements and indemnification language as the Land IQ contract with the Watermaster, which includes terms to protect the Watermaster and property owners. The selected subcontractor will work at prevailing wage rates, as required by the DWR grant agreement. The RFP and template Subcontractor Services Agreement is attached to this memorandum.

The RFP was released on January 24, 2024 and was posted on the Watermaster's website on the Environmental Working Group page.¹ Proposals are due to Land IQ on February 7, 2024.

Recommended "Conditional Approval" of the Subcontractor and Agreement

Land IQ will not have a selected subcontractor in time for consideration of Board approval at the February 8, 2024 Board meeting, but hopes to soon thereafter. To avoid delaying approval and starting work until the next Board meeting (March 14, 2024), Watermaster staff and legal counsel recommend the following approach:

1. Approve the enclosed draft Subcontractor Services Agreement template.
2. Appoint a subcommittee of the Board to review and approve the Land IQ recommended subcontractor and oversee execution of the final Subcontractor Services Agreement to ensure it is consistent with the enclosed template that complies with Watermaster requirements. The subcommittee will work with Watermaster legal counsel in its review.

This action will expedite the construction of the Sand Fences and assist in completing the Project before the end of Prop. 68 funding on March 31, 2025.

Enclosures

Template Subcontractor Services Agreement

Link to full RFP: <https://borregospringswatermaster.com/wp-content/uploads/2024/01/2024-01-24-Sand-Fence-Study-RFP.pdf>

¹ <https://borregospringswatermaster.com/environmental-working-group/>

SUBCONTRACTOR SERVICES AGREEMENT

THIS SUBCONTRACTOR SERVICES AGREEMENT (the “**Agreement**”) is made and entered into effective as of _____, by and between **Land IQ, LLC**, a California limited liability company (“**Land IQ**”), and _____, (the “**Subcontractor**”).

WHEREAS, Land IQ, LLC, a California limited liability company, has entered into a certain Agreement with _____ (the “**Client**”), pursuant to which Land IQ, LLC has agreed, through its affiliates, to provide certain environmental consulting, assessment, research, analysis and/or other services (the “**Services**”) to such Client (the “**Client Services Agreement**”); and

WHEREAS, Land IQ desires to engage Subcontractor to perform certain Subcontractor Services (as hereinafter defined) in order to assist Land IQ in performing its obligations to Client under the Client Services Agreement, and Subcontractor desires to perform such Subcontractor Services, all on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises in this Agreement, and all other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Scope of Services**

- a. Land IQ hereby engages Subcontractor, and Subcontractor hereby accepts such engagement, at all times during the Term (as hereinafter defined), to provide those services described on **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the “**Subcontractor Services**”). Upon request by Land IQ, Subcontractor shall provide to Land IQ detailed periodic reports, in a form reasonably prescribed by Land IQ and/or Client from time to time, describing the Subcontractor Services performed by Subcontractor, including the status thereof.
- b. With respect to the Client Services Agreement, Subcontractor shall perform all of the obligations of Land IQ, LLC under the Client Services Agreement that relate to the Subcontractor Services, and Subcontractor shall otherwise comply with the requirements of this Agreement and with those requirements of the Client Services Agreement that directly relate to the performance of the Subcontractor Services; and in the event of any conflict between the terms of this Agreement and the terms of the Client Services Agreement regarding the performance of the Subcontractor Services, the terms which impose the more stringent requirements on Subcontractor will govern and control. Land IQ shall make available to Subcontractor applicable portions of the Client Services Agreement upon request, to the extent Land IQ is permitted to do so. Performance and payment bond requirements, if any, shall be as specified on **Exhibit A** attached hereto.
- c. From time to time during the Term, Land IQ, by written notice to Subcontractor (each such notice, a “**Change Order**”), may make changes in the scope, time for performance and other terms of the Subcontractor Services. Upon receipt of a Change Order, Subcontractor shall promptly deliver to Land IQ an estimate of the additional fees, costs, expenses and other charges that Subcontractor will charge to implement the Change Order, and a list of the materials and information necessary for Subcontractor to implement the Change Order. If Land IQ accepts such estimate and agrees to the terms thereof in writing, Land IQ shall notify Subcontractor promptly, and upon such acceptance this Agreement shall be deemed

amended and modified to incorporate the terms and conditions of the Change Order. The liability of Land IQ to Subcontractor for additional compensation or time related to the Change Order shall be limited to additional compensation authorized or time allowed by Client for such additional Subcontractor Services described in the Change Order.

2. **Compensation and Billing**

- a. Except as otherwise provided herein, in consideration of the performance by Subcontractor of the Subcontractor Services, Land IQ shall pay to Subcontractor the compensation set forth on **Exhibit A** attached hereto, as such amount may from time to time be adjusted as part of any Change Order. All invoices rendered to Land IQ by Subcontractor shall indicate the number of hours worked, the dates worked and any additional information as requested by Land IQ. Furthermore, except as otherwise provided herein, Land IQ shall reimburse Subcontractor for those out-of-pocket expenses, costs and disbursements incurred by Subcontractor in the performance of the Subcontractor Services that are both (a) of the types expressly set forth on **Exhibit A** attached hereto, and (b) approved by Land IQ as to amount and reimbursable by Client to Land IQ (directly or through Land IQ, LLC) under the terms of the Client Services Agreement. Otherwise, Subcontractor shall pay all of its own costs and expenses in connection with the performance of the Subcontractor Services, and shall not be entitled to receive any reimbursement for any such costs and expenses incurred in the performance of the Subcontractor Services. Subcontractor agrees to provide Land IQ with access to such original receipts, ledgers and other records as may be reasonably appropriate for Land IQ, Client or their accountants to verify the amount and nature of any such expenses, costs and disbursements.
- b. Subcontractor may invoice Land IQ on a single invoice basis for Subcontractor Services completed under the terms of this Agreement, or not more frequently than monthly. Land IQ shall pay to Subcontractor all such invoiced amounts (to the extent set forth on **Exhibit A** attached hereto) no later than thirty (30) days after the receipt by Land IQ, LLC of the amounts payable by Client under the Client Services Agreement for the performance of the applicable Subcontractor Services covered by the applicable Subcontractor invoice(s). Interest shall not accrue on any unpaid balances of any invoices. Notwithstanding any provision of this Agreement to the contrary, Land IQ's obligation to pay Subcontractor the compensation, and to reimburse Subcontractor for the costs and expenses, described in this Agreement and set forth in any invoice is contingent upon (1) the final acceptance and approval of the Subcontractor Services covered by such invoice by Land IQ and Client, and (2) the receipt by Land IQ, LLC of the amounts payable by Client under the Client Services Agreement for the performance of the applicable Subcontractor Services covered by such invoice. Payment of any invoice by Land IQ shall not imply inspection, approval or acceptance of the Subcontractor Services by Land IQ or Client. No payment by Land IQ shall limit Land IQ's or Client's right to later dispute any of the charges invoiced. Furthermore, Land IQ shall have the right to withhold payment of any invoice when there is a bona fide question or dispute as to the propriety of any charges invoiced, or sufficient information was not received to enable Land IQ to determine the accuracy of all or part of the invoice. Subcontractor shall not invoice Client for any amounts due from the performance of the Subcontractor Services. Subcontractor acknowledges and agrees that, as between Land IQ and Subcontractor, Land IQ shall be the sole owner of all accounts receivable from Client related to the performance of the Subcontractor Services.

3. **Termination**

- a. The term of this Agreement (the "**Term**") shall begin on the date hereof, and shall continue

until terminated pursuant to the terms of this Section 3.

- b. Land IQ shall have the right to terminate this Agreement for any reason whatsoever, upon written notice thereof to Subcontractor. Subcontractor shall have the right to terminate this Agreement immediately upon written notice thereof to Land IQ, if Land IQ breaches any of the material terms of this Agreement or fails to perform or observe any of its material obligations hereunder, and such breach or failure is not cured within a period of thirty (30) days after the receipt by Land IQ of written notice of such breach or failure from Subcontractor specifying the nature of the breach or failure. This Agreement will automatically terminate when all of the Subcontractor Services have been completed and accepted by Land IQ and Client. Finally, this Agreement will automatically terminate, without any requirement of notice or other action, at the same time that the Client Services Agreement expires or terminates or, if the Subcontractor Services are tied to a particular statement of work, at the same time that such statement of work expires or terminates.
- c. Upon the termination of this Agreement for any reason, but subject to the terms and restrictions of Section 2 above, this Section 3 and any other applicable provisions of this Agreement or the Client Services Agreement, Land IQ shall pay to Subcontractor all of Subcontractor's then earned but unpaid compensation hereunder, and all of Subcontractor's reimbursable but unreimbursed expenses, costs and disbursements described herein. If Land IQ terminates this Agreement due to the breach by Subcontractor of any of the terms of this Agreement or the Client Services Agreement, or due to the failure by Subcontractor to perform or observe one or more of its obligations under this Agreement or the Client Services Agreement, or because Land IQ or Client is otherwise dissatisfied with the performance of the Subcontractor Services in any respect, then Land IQ shall not be required to pay to Subcontractor any of Subcontractor's then earned but unpaid compensation hereunder, or any of Subcontractor's then reimbursable but unreimbursed expenses, costs and disbursements described herein, until the Subcontractor Services shall have been completed by a third party selected by Land IQ, and until such third party shall have been paid in full for the performance thereof. If the total amount paid to such third party exceeds the maximum amount remaining to be paid to Subcontractor under this Agreement, Subcontractor shall pay such excess amount to Land IQ, and Land IQ shall not be required to pay Subcontractor any amount. If the total amount paid to such third party is less than such maximum amount remaining to be paid to Subcontractor under this Agreement, then Land IQ shall pay to Subcontractor the difference, in full satisfaction of all amounts owed by Land IQ to Subcontractor hereunder.
- d. Upon any termination of this Agreement, Subcontractor, except as otherwise required by Land IQ, shall deliver to Land IQ all Work Product (defined below) and other information and materials prepared by Subcontractor or received from Land IQ or Client in the performance of the Subcontractor Services, whether completed or in progress.
- e. Finally, notwithstanding any provision of this Agreement to the contrary, the terms and provisions of Sections 2, 3, 8-11, 14-19 and 22-24 shall survive any termination of this Agreement.

4. **Suspension of Services**

Time is of the essence in this Agreement. Subcontractor shall notify Land IQ immediately by telephone, and confirm in writing within five (5) business days thereafter, of any event or condition impairing its ability to meet deadlines for the performance of any of the Subcontractor Services, together with proposed revisions to the time for performance. Delays caused by matters outside of

Subcontractor's control, as enumerated in Section 5 below, shall be excusable, but shall be compensable only if additional compensation is obtained by Land IQ, LLC from Client for such delays. Subcontractor waives any other claim for compensation based on such delays. Land IQ may suspend performance of the Subcontractor Services hereunder at any time by written notice to Subcontractor. Any such suspension shall extend the Agreement completion date commensurately.

5. Delays

Neither party shall hold the other responsible for damages or delays in performance caused by Acts of God, acts and/or omissions of federal, state and local governmental authorities and regulatory agencies or other events which are beyond the reasonable control of the other party that could not have been reasonably foreseen or prevented.

6. Assignments and Subcontracts

Subcontractor shall not assign, subcontract or otherwise transfer its rights or obligations hereunder without the prior written consent of Land IQ.

7. Compliance with Laws

In performing the Subcontractor Services, Subcontractor shall comply with all applicable provisions of federal, state, and local equal employment opportunity laws, rules and regulations and with all other applicable laws, rules, regulations and orders including without limitation federal, state and local occupational safety, health and environmental requirements.

8. Arbitration

Any dispute, claim or controversy relating in any way to this Agreement, whether in contract, in tort or otherwise, except a request for equitable, injunctive or restraining relief or to enforce an arbitration award, shall be resolved by arbitration, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), subject to the limitations of this Section 8. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of a demand for arbitration will be filed in writing with the other party hereto and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The parties agree that one (1) arbitrator shall arbitrate all disputes. The arbitrator shall be selected by the joint agreement of the parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the Commercial Arbitration Rules from the panels of arbitrators maintained by the American Arbitration Association. The parties will be entitled to discovery in the arbitration proceeding to the extent provided for in civil actions in the United States District Court. The award rendered by the arbitrator will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to vacation, modification or appeal, except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act, the terms of which Sections the parties agree shall apply. Except as provided to the contrary in Section 9, each party shall pay its own expenses of arbitration, and the expenses of the arbitrators shall be equally shared.

9. Litigation

In the event of litigation or arbitration between the parties to this Agreement, all reasonable costs and

attorneys fees to enforce this Agreement incurred by the prevailing party shall be reimbursed by the non-prevailing party.

10. Independent Contractor Status

Subcontractor shall act as an independent contractor with respect to the performance of the Subcontractor Services hereunder, and not as an employee, agent or representative of Land IQ. To that end, the parties hereby acknowledge and agree that Land IQ shall have no right to control the manner, means or method by which Subcontractor performs the Subcontractor Services hereunder. Rather, Land IQ shall be entitled only to direct Subcontractor with respect to the elements of the Subcontractor Services to be performed by Subcontractor and the results to be derived by Land IQ, to inform Subcontractor as to where and when such Subcontractor Services shall be performed, and to review and assess the performance of such Subcontractor Services by Subcontractor for the limited purposes of assuring that such Subcontractor Services have been performed and confirming that such results were satisfactory. Subcontractor agrees to pay all taxes due on amounts paid to it under this Agreement, and is solely responsible for timely remittance to appropriate authorities of all federal, state and local income taxes and charges incident to the payment of compensation for services, and to the operation of Subcontractor's business.

11. Warranties; Correction of Defective Work

- a. Subcontractor represents and warrants that it is qualified and has the competence to perform the Subcontractor Services; that Subcontractor shall comply with all applicable laws, regulations and orders in the performance of the Subcontractor Services, including but not limited to the Environmental Laws (as that term is defined in the Client Services Agreement); that Subcontractor has the necessary tools, equipment and personnel to perform the Subcontractor Services; that the Subcontractor Services shall be performed in a workmanlike manner and consistent with that level of care and skill ordinarily exercised by others performing similar work under similar circumstances; and that the Subcontractor shall perform the Subcontractor Services in compliance with the terms of this Agreement and the Client Services Agreement.
- b. Furthermore, Subcontractor represents and warrants that, for a period beginning on the date hereof and ending on the date that is one (1) year after the date of final payment by Land IQ to Subcontractor under this Agreement, all Subcontractor Services, Work Product and materials provided by Subcontractor hereunder will be free from defects in material and workmanship, and will not fail under ordinary usage, exclusive of ordinary wear and tear. Pursuant to such warranty, the Subcontractor Services, Work Product and/or materials which are determined by Land IQ to be defective or deficient in any manner shall be remedied or removed and replaced (collectively "remedied") by Subcontractor in a manner reasonably acceptable to Land IQ and Client, and without expense to Land IQ or Client; furthermore, at its sole expense, Subcontractor shall remedy all Subcontractor Services performed by other subcontractors or subsubcontractors adversely affected by such remedial activities. If Subcontractor fails to provide the remedies as described above within a reasonable time after receiving notice from Land IQ that the Subcontractor Services, Work Product and/or materials have been found to be defective or deficient, Land IQ may cause the defective or deficient Subcontractor Services, Work Product and/or materials to be remedied by others at the expense of Subcontractor. In such event Land IQ may withhold from payments due Subcontractor hereunder such amounts as may be necessary to have such Subcontractor Services, Work Product and/or materials remediated or, at Land IQ's option, Subcontractor shall immediately pay the expenses incurred by Land IQ in remedying such deficient Subcontractor Services, Work Product and/or materials. Corrected or replaced Subcontractor Services, Work Product and materials will be

subject to the same warranties as those given for the originals, except that the warranty period shall be extended for an additional one (1) year period. This remedy shall be in addition to all other remedies provided by law. Subcontractor also makes such further warranties as may be provided on **Exhibit A** attached hereto.

- c. Additionally, Subcontractor hereby makes the same representations and warranties to Land IQ regarding or relating to the performance of the Subcontractor Services that Land IQ, LLC makes to Client regarding or relating to the performance of the Services under the Client Services Agreement. In the event of any conflict between the terms of such representations and warranties described in this Section 11c and those described in Sections 11a and 11b above, the terms that impose the more stringent requirements on Subcontractor will govern and control.
- d. Neither final acceptance of the Subcontractor Services, nor payment therefor, nor any provision in the Client Services Agreement, shall relieve Subcontractor of its responsibilities under this Section. Land IQ shall give notice of discovered defects or deficiencies with reasonable promptness.

12. Inspection and Approval

Subcontractor shall permit representatives of Land IQ and Client to inspect and observe the performance of the Subcontractor Services at all reasonable times, and all Subcontractor Services shall be subject to the acceptance and approval of Land IQ and Client, in their sole discretion. Such acceptance and/or approval shall not relieve Subcontractor of its responsibility to perform the Subcontractor Services in accordance with all requirements of this Agreement. The failure of Land IQ to insist upon strict performance of any of the terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed as a waiver of its right to assert or rely on any such terms or rights on any future occasion or as a waiver of any terms or rights. Upon completion of the Subcontractor Services, Subcontractor shall provide to Land IQ and Client a written certification that such Subcontractor Services were completed in accordance with this Agreement, the Client Services Agreement, all approved drawings and/or specifications and all applicable laws, rules and regulations.

13. Permits and Approvals

At all times during the Term, Subcontractor shall secure and maintain, at its sole cost, all necessary approvals, permits, licenses and consents necessary for it to be properly qualified to perform the Subcontractor Services hereunder.

14. Liens

Subcontractor agrees to furnish, at Land IQ' request, a list of all fabricators, materialmen, subsubcontractors, suppliers and workmen involved in Subcontractor's performance of the Subcontractor Services hereunder, together with evidence satisfactory to Land IQ that all claims for labor and material have been satisfied and paid and that there are no unsatisfied claims for injuries or damage to persons or properties. Land IQ retains the right to withhold from any payments to Subcontractor such amounts as Land IQ reasonably deems sufficient to protect Land IQ, LLC and Client and their properties against any claim by Subcontractor's employees, independent contractors, representatives, fabricators, materialmen, subsubcontractors, suppliers and workmen which could or may become a lien or claim against Land IQ, LLC or Client, or the property of any of them. Land IQ may at any time pay and discharge any such lien or claim and deduct the amount so paid, together with

costs and attorneys' fees, from any payment then due or thereafter to become due to Subcontractor. If any lien or claim remains unsatisfied after payment has been made by Land IQ, Subcontractor shall refund to Land IQ the entire sum that Land IQ may be compelled to pay in discharging such lien or claim, together with all costs and attorneys' fees. Subcontractor shall defend, indemnify and hold harmless Land IQ, LLC and Client, and their respective members, managers, shareholders, directors, officers and employees, against all liens, or claims of rights to enforce liens, arising out of any Subcontractor Services performed by Subcontractor or any of Subcontractor's subsubcontractors or due to any materials furnished by Subcontractor or any of Subcontractor's suppliers, provided Land IQ has paid for such Subcontractor Services or such materials.

15. Insurance

Subcontractor agrees that it now carries, and will continue to carry during the performance of its obligations under this Agreement, the applicable insurance policies indicated below, including any coverage required by law, with limits not less than those specified. Notwithstanding the above, if the Client Services Agreement requires Land IQ, LLC to carry types of insurance policies and/or amounts of insurance coverage that are different than those set forth below, Subcontractor shall carry those policies and coverages that provide the greater insurance protection for Land IQ, LLC, and Client. Subcontractor agrees to name Land IQ, LLC, and Client as additional insureds and to include a waiver of subrogation against Land IQ, LLC, and Client for each of the insurance policies (to the extent permitted by law). All policies must be primary and noncontributing. Any insurance on a "claims made" basis shall be maintained for at least three (3) years after completion of the Subcontractor Services or any time period required by the Client Services Agreement, whichever is longer.

Type	Coverage
(1) Worker's Compensation required by California law.	Statutory. In the amount
(2) Employer's Liability	\$1,000,000 per occurrence
(3) Commercial General Liability and Contractual Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
(4) Automobile Liability	\$1,000,000 per occurrence
(5) Umbrella Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
(6) Pollution/Environmental Impairment Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
(Required if the Subcontractor Services involve invasive work or hazardous substances. If the Subcontractor Services include asbestos abatement, Asbestos Liability must be included. If the Subcontractor Services include transportation, treatment or disposal of hazardous substances, such activities must be insured under the policy.)	
(7) Professional Liability	\$1,000,000 per occurrence

Prior to the commencement of the Subcontractor Services, Subcontractor shall provide Land IQ with certificates of insurance evidencing the required insurance and including the additional insured and

waiver of subrogation requirements. Such certificates shall be issued by an insurance carrier(s) acceptable to Land IQ and shall be endorsed to include thirty (30) days prior written notice of cancellation or material change in any of the coverages. Subcontractor shall include these minimum insurance requirements in its sub subcontracts unless Land IQ consents in writing to a deviation. The failure of Land IQ to insist upon any requirement in this Section shall not relieve Subcontractor of its obligation to fully comply with the requirements herein. The foregoing requirements as to types and limits of insurance coverage to be maintained by Subcontractor are not intended to and shall not in any manner limit the liabilities and obligations assumed by Subcontractor under this Agreement.

Proof of Insurance

Prior to execution of the Agreement, Consultant shall file with Watermaster evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

Policy Provisions Required

- (i) Consultant shall provide Watermaster at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to Watermaster at least ten (10) days prior to the effective date of cancellation or expiration.
- (ii) The Commercial General and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by Watermaster or any named insureds shall not be called upon to contribute to any loss.
- (iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three (3) years.
- (iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of Watermaster, its officials, officers, employees, and agents or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Watermaster, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- (v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to Watermaster and shall not preclude Watermaster from taking such other actions

available to Watermaster under other provisions of the Agreement or law.

Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by Watermaster, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by Watermaster, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Watermaster has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Watermaster will be promptly reimbursed by Consultant or

16. Liability and Indemnity

- a. Subcontractor assumes all liability for the Subcontractor Services to be performed by it and for any breach by it of any of the terms of this Agreement. To the maximum extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Land IQ, LLC and Client, and their respective members, shareholders, partners, managers, directors, officers, affiliates, employees and agents (collectively, the "**Indemnitees**"), from and against any and all demands, claims, causes of action, suits, judgments, liabilities, liens, losses, damages, expenses, fines, penalties and assessments incurred or sustained by the Indemnitees, or any of them, on account of (a) any personal injury, death or damage to or loss of property in any manner related to the management, conduct or operation of Subcontractor's business; (b) the negligence or willful misconduct of Subcontractor or any of its members, shareholders, partners, managers, directors, officers, affiliates, employees, independent contractors (including subcontractors) or agents in the performance of the Subcontractor Services or the other obligations of Subcontractor under this Agreement; (c) the failure of Subcontractor to comply with all of its obligations under this Agreement; and/or (d) the release or spill of any Hazardous Materials or of materials containing or alleged to contain Hazardous Materials, on, in, under or affecting all or any portion of the project work area or any immediately surrounding areas, that is caused or permitted by Subcontractor or any of the other persons described in (b) above.
- b. Subcontractor assumes all liability for workers' compensation and employer's liability coverage for its own employees.
- c. Subcontractor shall be responsible for and shall hold Land IQ, LLC and Client harmless from any loss of or damage to Subcontractor's or its subsubcontractors' tools and equipment and rented items which are used or intended for use in performing the Subcontractor Services, and for any consequential, special or indirect damages, or loss of anticipated profits sustained by Subcontractor or its subsubcontractors; and Subcontractor shall indemnify Land IQ, LLC and Client for all loss of or damage to Land, LLC's or Client's property while in Subcontractor's

or its subsubcontractors care, custody or control.

- d. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by Watermaster), indemnify and hold Watermaster, its officials, officers, attorneys, agents, employees, successors, assigns and those Watermaster agents serving as independent contractors in the role of Watermaster officials (collectively "Indemnitees" in this Section 11 free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages and/or injury of any kind, in law or equity, to property or persons, including personal injury and wrongful death, in any manner arising out of, pertaining to, or incidental to any acts, errors, omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of Consultant's Services, this Agreement or any specific item of the Services, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or any of the Indemnitees.
- e. To the extent Consultant's Services are subject to California Civil Code § 2782.8, then to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, indemnify and hold harmless the Indemnitees, and each of them, from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual for whom Consultant shall bear legal liability) in the performance of services under this Agreement. Notwithstanding the foregoing and as required by Civil Code § 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Consultant, exceed Consultant's proportionate percentage of fault.
- f. The provisions of this Section 11 shall survive the termination of this Agreement.

17. **Proprietary Information**

Subcontractor acknowledges that, in connection with this Agreement, Subcontractor might be making use of, acquiring and adding to, the Confidential Information of Land IQ, LLC and/or Client (individually and collectively, the "**Discloser**"). For purposes of this Agreement, "**Confidential Information**" shall mean (i) the confidential and proprietary information of the Discloser which is of a special and confidential nature and has tangible or intangible value and which includes, but is not limited to, the following: (1) information related to the suppliers, customers, and prospective suppliers and customers of the Discloser, (2) information concerning or related to the business of the Discloser that could be used as a competitive advantage by competitors if revealed or disclosed to such competitors or to persons or entities revealing or disclosing same to such competitors, and (3) "trade secrets", as that term is defined in Section 34236-3426.11 of the California Civil Code as amended from time to time, or such other applicable state law, statute or code ("**Trade Secrets**"); (ii) the confidential and proprietary information of any other person or entity that the Discloser is

obligated to maintain or hold as confidential; and (iii) any and all oral or written analyses, notes, compilations, studies, interpretations, extracts or summaries which contain, reflect or are based upon, in whole or in part, any of the confidential and proprietary information described in items (i) or (ii) hereof, as well as all photo, electronic or other copies or reproductions, in whole or in part, of any of the foregoing, stored in whatever medium (including electronic or magnetic). Subcontractor acknowledges that the Confidential Information has been and shall continue to be of central importance to the business of the Discloser, and that disclosure of it to, or its use by, others could cause substantial loss to the Discloser. Subcontractor agrees that, at all times during the Term and (a) with respect to all Trade Secrets, for so long thereafter as such Trade Secrets continue to constitute Trade Secrets (or for a period of three (3) years after the Term, whichever is longer); and (b) with respect to all Confidential Information not constituting Trade Secrets, for a period of three (3) years after the Term, Subcontractor shall not, directly or indirectly, use, divulge or disclose to any person or entity, other than those persons or entities employed or engaged by Subcontractor who or which are authorized to receive such information, any of the Confidential Information which was obtained by Subcontractor as a result of the performance of this Agreement, and Subcontractor shall hold all of the Confidential Information confidential and inviolate and shall not use the Confidential Information against the best interests of the Discloser.

18. Ownership of Materials and Documents

All Work Product shall be considered work(s) made by Subcontractor for hire for Land IQ, LLC and/or Client (as applicable), and all right, title and interest in and to such Work Product shall belong exclusively to Land IQ, LLC and/or Client (as applicable) and their respective designees. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by Land IQ, LLC and/or Client (as applicable) automatically upon the creation thereof, then Subcontractor agrees to assign, and hereby assigns, to Land IQ, on behalf of Land IQ, LLC and/or Client (as applicable) and their respective designees, the ownership of such Work Product, including all related intellectual property rights. As used herein, the term “**Work Product**” shall mean all calculations, maps, photographs, computer programs, computer printouts, soil samples, specimens, information, documentation, data, data compilations, reports and any other media, working notes, drawings, designs, specifications, materials or other objects produced by Subcontractor as a result of the performance of the Subcontractor Services or delivered by Subcontractor in the course of performing such Subcontractor Services; all ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, libraries, processes, routines and technologies created, developed adapted or used by Subcontractor in connection with the performance of the Subcontractor Services; and all applicable rights to patents, copyrights, trademarks, service marks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Subcontractor shall retain the Work Product for a minimum of three (3) years, and shall not thereafter dispose of such Work Product without prior written notice to Land IQ. Reuse of such Work Product by Subcontractor without written permission by Land IQ and/or Client is prohibited.

19. Accounting and Auditing

Subcontractor shall comply with all accounting and audit requirements of the Client Services Agreement. Furthermore, representatives of Land IQ and Client shall have access, at all reasonable times, to Subcontractor’s personnel job descriptions, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, data stored in computers, and memoranda of every description pertaining to the Subcontractor Services, for the purpose of auditing and verifying the accuracy of costs and hours relating to the Subcontractor Services for which Land IQ is to credit Subcontractor hereunder or for any of the information referred to above. Subcontractor shall preserve, and shall require its subsubcontractors to preserve, and provide audit access to, all information referred to above for a period of not less than three (3) years after completion and acceptance of the

Subcontractor Services or termination of this Agreement or for the period required by the Client Services Agreement or by law, if longer.

20. **Tests**

If the specifications, Land IQ' prior instructions, the Client Services Agreement, laws, ordinances or any public authority require any part of the Site to be tested or approved, Subcontractor shall give Land IQ and such public authority, as required, timely notice of its readiness for inspection. If any such part of the Site is covered up by Subcontractor without Land IQ' or Client's approval, or the required approval of a public authority, it must be uncovered for inspection at Subcontractor's expense if directed by Land IQ, Client or such public authority. Land IQ shall have the opportunity to witness all tests.

21. **Safety**

Subcontractor shall place the highest priority on safety and health during the performance of the Subcontractor Services. Therefore, it shall be the responsibility of Subcontractor to provide and maintain a safe working environment during the performance of the Subcontractor Services and to adequately protect the health and safety of Subcontractor's employees, agents and subsubcontractors (and their respective employees, agents and sub subsubcontractors), Land IQ' and Client's employees and agents, the public and any other third parties. All tools, equipment, facilities and other items used by Subcontractor, and practices employed by Subcontractor, in accomplishing the Subcontractor Services are considered to be part of the working environment.

Subcontractor shall provide a health and safety plan for its employees covering any exposure to Hazardous Materials, and shall complete all Subcontractor Services in accordance with that plan.

In addition to general health and safety guidelines, Subcontractor may elect to use the site-specific Land IQ Health & Safety Plan in developing its own plans. In any event, Subcontractor shall hold Land IQ, LLC and Client harmless from, and indemnify them against, all liability in the case of any injury arising out of such use.

Subcontractor shall provide safety equipment in accordance with the Land IQ Health & Safety Plan requirements. When respirators are necessary, Subcontractor shall provide certificates of respirator fit test and physician's "fit for respirator use" declarations.

Subcontractor shall appoint one or more of its supervisory personnel to be, at all times during the performance of the Subcontractor Services, responsible for Subcontractor's compliance with the safety and health practices and procedures for performing the Subcontractor Services covered by this Agreement and all applicable governmental laws and regulations.

The requirements of this Section are applicable to all subsubcontractors hired by Subcontractor, and Subcontractor's contracts with such subsubcontractors shall provide that such subsubcontractors will be subject to the requirements of this Section.

The above Section is agreed by both Land IQ and Subcontractor to be of the highest importance. A breach or violation of any of the terms of said Section by Subcontractor shall be considered to be a material and substantial breach of this Agreement. If Subcontractor fails to promptly take the necessary steps to cure said breach or violation or to otherwise comply with this Section, Land IQ may take any action permitted by the terms of this Agreement or under law including termination of this Agreement. Nothing contained in this Section of the Agreement shall be interpreted as enlarging the legal duty of Land IQ to Subcontractor or Subcontractor's agents, employees, subsubcontractors or third parties or

altering the status of Subcontractor as set forth in Section 10.

22. Nonsolicitation

At all times during the Term, and for a period of two (2) year(s) thereafter, Subcontractor will not directly or indirectly solicit, call upon or attempt to solicit or call upon any representative of Client with a view to the provision of any service competitive or potentially competitive with the services provided by Land IQ (directly or through Subcontractor or other subcontractors) to Client during the Term.

23. Notices

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and, if mailed by prepaid first class mail or certified mail, return receipt requested, at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the earlier of the date shown on the receipt or three (3) business days after the postmarked date thereof. In addition, notices hereunder may be delivered by hand, in which event the notice shall be deemed effective when delivered, or by overnight courier, in which event the notice shall be deemed to have been received on the next business day following delivery to such courier. Finally, notices hereunder may be delivered by facsimile transmission or by electronic mail transmission; if sent by facsimile transmission, such notice shall be followed forthwith by letter and shall be deemed to have been received on the next business day following dispatch and acknowledgment of receipt by the recipient's facsimile machine; and if sent by electronic mail transmission, such notice shall be followed forthwith by letter and shall be deemed to have been received on the next business day following such transmission. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

(a) If to Land IQ:

Casey Gudel
2020 L Street Suite 210
Sacramento, CA 95811
Fax: 916-265-6330
Email: cgudel@landiq.com

(b) If to Subcontractor:

Email: _____

Unless and until notice of another or different address shall be given as provided herein.

24. Miscellaneous

- a. This Agreement and the applicable provisions of the Client Services Agreement embody the entire agreement between, and the understanding of, the parties hereto in respect of the subject matter contained herein. The parties hereto have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those

expressly set forth or referred to herein. This Agreement (including such applicable provisions of the Client Services Agreement) supersedes all prior or contemporaneous negotiations, understandings and agreements, whether written or oral, between the parties hereto with respect to the subject matter contained herein.

- b. No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification or amendment is set forth in a written instrument which is executed and delivered on behalf of such party.
- c. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto (and to the benefit of Land IQ, LLC and their respective successors in interest and permitted assigns. Except as set forth below, neither party shall assign any of its rights or obligations hereunder to any other person or entity without the prior written consent of the other party. With the prior written consent of Land IQ, Subcontractor shall be permitted to enter into subsubcontract agreements with persons or entities acceptable to Land IQ in order to properly perform its obligations under this Agreement; provided however, that Subcontractor shall remain ultimately responsible for the performance of the Subcontractor Services and its obligations under this Agreement, notwithstanding the above.
- d. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision were limited or modified, consistent with its general intent, to the extent necessary so that it shall be valid, legal and enforceable, or if it shall not be possible to so limit or modify such invalid, illegal or unenforceable provision, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and all other provisions hereof shall be and remain unimpaired and in full force and effect.
- e. The failure or delay of either party hereto at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by either party hereto of any condition of this Agreement, or the breach of any term, agreement or covenant or the inaccuracy of any representation or warranty of this Agreement, whether by conduct or otherwise, in any one or more instances shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.
- g. This Agreement, and any and all claims arising out of the relationship between the parties hereto, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflicts or choice of laws principles which otherwise might be applicable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the day and year first above written.

LAND IQ:

LAND IQ _____, LLC

By: _____

Name: _____

Title: _____

SUBCONTRACTOR:

By: _____

Name: _____

Title: _____

**Borrego Springs Watermaster
Board of Directors Meeting
February 8, 2024
AGENDA ITEM IV.C**

To: Board of Directors
From: Lauren Salberg, Associate Geologist, West Yost
Date: February 5, 2024
Subject: Semi-Annual Report of Groundwater Level and Quality Results for the Borrego Springs Subbasin: Fall 2023

<input type="checkbox"/> Recommended Action	<input type="checkbox"/> Provide Direction to Staff	<input checked="" type="checkbox"/> Information and Discussion
<input type="checkbox"/> Fiscal Impact	<input type="checkbox"/> Cost Estimate	

Recommended Action

Board discussion

Fiscal Impact: None.

Background and Previously Related Actions by the Board

On April 6, 2023, the Watermaster adopted an updated [Groundwater Monitoring Program for the Borrego Springs Subbasin](#) (2023 Monitoring Program) that defined (1) the wells included groundwater monitoring network and (2) the actions and schedule to fill data gaps and improve monitoring documentation and reporting protocols. Generally, the main objectives of the monitoring program are to collect the data that can be used to:

- Demonstrate progress toward meeting the Sustainability Goal of the GMP, which is to ensure that by 2040 the Subbasin is operated within its Sustainable Yield without causing Undesirable Results. The main Undesirable Results to be avoided are the significant and unreasonable occurrences of the following Sustainability Indicators¹: chronic lowering of groundwater levels; reduction in groundwater storage; and degradation of groundwater quality.
- Inform adaptive management to achieve the Sustainability Goal.
- Improve the Borrego Valley Hydrologic Model (BVHM) in a cost-effective manner that offers the most benefit for the resources expended.

¹ "Sustainability Indicator" refers to any of the effects caused by groundwater conditions occurring throughout the Basin that, when significant and unreasonable, cause undesirable results (California Water Code Section 10721(x)).

To demonstrate progress towards sustainability, the monitoring program data is used to track and monitor specific parameters relative to Minimum Thresholds² for the relevant Sustainability Indicators for the Basin. The GMP identified a subset of the wells in the monitoring program as Representative Monitoring Wells to assess groundwater conditions within the three management areas of the Basin (North, Central, and South).

Monitoring is performed semi-annually in the spring and fall of each year by Watermaster staff and the Borrego Water District. This report summarizes the most recent semi-annual event that occurred in November 2023. This report includes:

- A description of the groundwater-level and groundwater-quality monitoring networks as of fall 2023 .
- A summary of the activities that occurred during the fall 2023 event.
- Assessment of the data collected during the fall 2023 event, including:
 - Comparison of groundwater-level data at the Representative Monitoring Wells against the Minimum Thresholds.
 - Comparison of groundwater-level data at all wells in the groundwater-level monitoring program to historical trends in the Basin.
 - Comparison of groundwater-quality data to i) water quality standards and ii) historical trends in the Basin. Wells sampled for water quality were analyzed for the following parameters:

Groundwater Quality Monitoring Program: Water Quality Parameters	
Alkalinity (including bicarbonate and carbonate)	Nitrite
Arsenic	Magnesium
Calcium	Potassium
Chloride	Sodium
Fluoride	Sulfate
Nitrate	Total dissolved solids

Status of Groundwater Monitoring Network

Table 1 lists the wells in the groundwater-level and groundwater-quality monitoring programs by management area, and includes the local well name, State Well ID, well use (if known), type of monitoring performed, and, if applicable, the reason(s) why a sample or measurement was not collected during fall 2023. Wells in the groundwater-level monitoring network and the groundwater-quality monitoring network are shown on Figures 1 and 2, respectively. Some of the wells in the monitoring network are strictly observation wells (no pumping), while others are used to pump

² Minimum Thresholds are quantitative values that represent the groundwater conditions at a Representative Monitoring Well that, when exceeded individually or in combination with Minimum Thresholds at other monitoring sites, may cause an Undesirable Result(s) in the Basin.

groundwater for municipal, recreation (e.g., golf courses), and other purposes. As shown in Table 1, the monitoring network currently consists of 52 groundwater wells. Of the 52 wells in the network:

- 50 wells are monitored for groundwater-levels. Figure 1 shows the locations of the wells that are currently or have recently been in the groundwater-level monitoring network. Of these 50 wells:
 - 31 wells have groundwater-level measurements collected manually. Manual measurements are collected semi-annually in the spring and fall of each year.
 - 19 wells have groundwater-level measurements collected at a high frequency interval (15 minutes to 1 hour) using a pressure transducer with an integrated data logger. Manual water level measurements are also collected semi-annually at these wells while the transducer data is downloaded.
- 32 wells are monitored for groundwater-quality. Figure 2 shows the locations of the wells that are currently in the groundwater-quality monitoring network.

Summary of Fall 2023 Groundwater Monitoring Event

The fall 2023 semi-annual monitoring event took place from November 12 to November 16, 2023, and included the following activities:

- Groundwater-level measurements at 49 of the 50 wells (see Table 1 and Figure 1), including:
 - Manual measurement of depth to groundwater at 49 wells, including:
 - All 19 wells equipped with transducers.³
 - 30 of the 31 wells that monitored using manual groundwater-level methods. Notable outcomes include:
 - One well, Airport 2, was not able to be monitored because the well casing had collapsed. The Airport 2 well should be removed from the groundwater-level monitoring program moving forward as it cannot be monitored without rehabilitation. Given that this well is a Representative Monitoring Well, a replacement will need to be selected. This will be done as part of the 5-year GMP Assessment.
 - For the first time since fall 2019, groundwater-level monitoring was resumed at the Fortiner well in the North Management Area. An access easement was executed between the Watermaster and the well owner, allowing access to resume monitoring the well.
 - Depth to groundwater measurements at 16 of the 19 wells that are equipped with transducers. Transducer data were not able to be downloaded from three wells due to technical issues and well maintenance during the sampling event.

³ Additionally, the barologger installed in the BSR 6 well was downloaded. The barologger data is used to compensate transducer measurements taken at surrounding wells for variations in barometric pressure.

- Water quality grab samples were collected at 29 of 32 wells (see Table 1 and Figure 2). Three wells did not have water quality samples collected by BWD due to well construction activities during the sampling event.
- Performed the following maintenance activities:
 - Pressure transducers were installed in two wells that previously have not been monitored with high-frequency methods (State Park Auxiliary 3 well and Hanna Flowers).
 - New transducers were installed to replace units that exceeded their battery life in four wells (RH-2, RH-6, MW-1, and MW-5A).

Expansion of Groundwater Monitoring Program

The Groundwater Monitoring Plan identified and recommended areas for additional monitoring to improve the monitoring programs. The Watermaster continues efforts to expand the network of monitoring wells for both the groundwater-level and groundwater-quality monitoring programs through public outreach. No new wells were added to the groundwater monitoring network in fall 2023, however, efforts to expand the groundwater monitoring program in fall 2023 included canvassing potential well sites identified through public outreach efforts.

Watermaster staff canvassed 19 wells in North and Central Management Areas. The locations of the canvassed wells relative to the locations recommended for additional monitoring are shown in Figure 3. At each well, the well characteristics and site conditions were documented to determine the feasibility of incorporating the well into either the groundwater-level and/or groundwater-quality monitoring network. Of the 19 wells canvassed, 8 wells are active pumping wells used to irrigate agriculture, and 11 wells are inactive and/or abandoned wells. Where possible, Watermaster staff measured depth to groundwater and collected groundwater-quality samples. In total, Watermaster staff collected three groundwater-level measurements and three groundwater-quality samples. These groundwater-level and groundwater-quality data were processed and added to the Watermaster's database and will inform the decision to include the wells in the program or not. The next steps include:

- Request and compile well construction information and well completion reports from well owners (where they haven't already been provided).
- Evaluate which wells are feasible options for filling data gaps. For abandoned wells identified as feasible candidates, a site-specific maintenance plan to prepare the well for monitoring will be generated. The plan will document costs and identify if sub-contractors are needed to perform maintenance.
- Perform outreach with well owners to obtain their final consent to participate in the monitoring program, including executing entry agreements and data confidentiality agreements.

Fall 2023 Groundwater Monitoring Results

The following additional figures and tables were prepared to summarize and analyze the results of the fall 2023 monitoring event:

Table 2 – Current Groundwater Elevations at Representative Monitoring Wells Compared to Minimum Threshold. For each well, this table lists the groundwater elevation in fall 2023, the Minimum Threshold⁴, and the difference between the fall 2023 groundwater elevation and Minimum Threshold. If the difference is positive, current elevations are above the Minimum Threshold. Table 2 shows that groundwater-levels are above the Minimum Thresholds at all Representative Monitoring Wells.

Table 3 - Groundwater Level Trends at Representative Monitoring Wells - Fall 2019 to Fall 2023. For each well, the table lists the depth to groundwater in fall 2019 (*i.e.*, the start of Physical Solution implementation period in WY 2020), the depth to groundwater in fall 2023, the change in groundwater-level, and the rate of change from fall 2019 to fall 2023, and the historical groundwater-level trend (average decline in feet per year). Table 3 shows that since fall 2019:

- Groundwater levels decreased at all 16 Representative Monitoring Wells, ranging from -0.5 to -12.1 feet.
- Generally, the rate of decline in groundwater-levels at the Representative Monitoring Wells is slowing compared to historical rates of change. However, three wells exhibit an increase in the rate of decline groundwater-level compared to the historical rate of change (ID4-4, ID1-16, and ID4-11).

Figures 4a – 4p – Groundwater Level and Sustainable Management Criteria at Representative Monitoring Wells. For each well, these time-series charts show historical groundwater elevations prior to the start of GMP implementation, groundwater elevations since the start of GMP implementation (*i.e.*, fall 2019), and the Minimum Threshold. Figures 4a-4p show that groundwater-levels are above the Minimum Thresholds at all Representative Monitoring Wells⁵.

Table 4 – Water Quality Standard Exceedance Report. This table lists all groundwater-quality sample results that exceeded a California or EPA drinking water standard (*e.g.*, California Maximum Contaminant Level [MCL]) during the fall 2023 monitoring event. For each well with a water quality standard exceedance, the table lists: the well owner, well name, well use (*e.g.* public supply, non-potable irrigation, or observation), the water quality parameter(s) exceeded, the date of the water quality sample, the fall 2023 parameter concentration, and the water quality standard. Table 5 below summarizes the number of exceedances of each standard, by well type. The standard exceedances are similar to past observations.

⁴ As defined in the GMP, the Minimum Threshold for water levels is expressed as the maximum allowable decline in groundwater levels from the beginning of the Physical Solution implementation through 2040. Watermaster staff converted the decline into an elevation for comparison to current elevations.

⁵ Figures 4d, 4f, and 4n show that the lowest groundwater elevations are periodically below the Minimum Thresholds for the RH-1, ID1-16, and MW-3 wells, respectively. The groundwater elevations below the Minimum Threshold occur during well operation (*i.e.* pumping) of the RH-1 and ID1-16 wells. For MW-3, the lowest groundwater elevations occur when a nearby pumping well (ID1-8) is in operation. The groundwater elevations that occur while the wells are pumping or influenced by pumping are not representative of static groundwater conditions and, therefore, are not considered to be below the Minimum Threshold.

Table 5. Summary of Exceedances of Water Quality Standard by Standard Type and Well Type

Parameter	Standard	Standard Limit (units)	Number of Drinking Water Wells with Exceedance	Number of Non-Potable Water Wells with Exceedance ¹	Number of Observation Wells with Exceedance
TDS ²	CA Secondary MCL – lower limit	500 mg/l	3	4	4
TDS ³	CA Secondary MCL – upper limit	1,000 mg/l	0	1	2
Sulfate	CA and EPA Secondary MCL	250 mg/l	1	3	3
Chloride	EPA Secondary MCL	250 mg/l	0	0	1
Nitrate (as N)	CA and EPA Primary MCL	10 mg/l	0	1	0
Fluoride	EPA Secondary MCL	2 mg/l	0	0	1
Arsenic	CA Primary MCL	0.01 mg/l	0	4	0
Notes: mg/l = milligrams per liter 1. Non-potable wells are wells used for irrigation and/or “other” purposes. These wells are not used for drinking water (potable) supplies. Note that the Fortiner well is considered “other” because water pumped from this well is not used for potable supply, per conversation with the well owner on October 12, 2023. 2. Wells shown exceeding the CA Secondary MCL – lower limit are wells with TDS results greater than 500 mg/l, but less than 1,000 mg/l (less than the CA Secondary MCL – upper limit). 3. Wells shown exceeding the CA Secondary MCL – upper limit are wells with TDS results greater than 1,000 mg/l. This row does not include wells that exceeded the CA Secondary MCL – lower limit.					

Figures 6 through 10. These figures characterize groundwater-quality for the five constituents of concern identified in the GMP: TDS, nitrate, arsenic, sulfate, and fluoride. Each figure includes:

- A map that illustrates the spatial distribution of water quality concentrations at all wells sampled in fall 2023.
- Time-series charts of historical concentration trends at selected wells in each of the Management Areas for the five constituents of concern.

Appendix A (A-1 through A-50). These figures show time-series charts of the historical groundwater elevation data for all wells in the groundwater level monitoring network. Appendix A is available as a handout only – to access click on this [LINK](#) or visit the Meetings page of the Watermaster’s website

Appendix B (B-1 through B-160). These figures show time-series charts of the historical concentration trends for the five constituents of concern for the wells in the groundwater-quality monitoring network (arsenic, TDS, chloride, fluoride, and nitrate). The primary or secondary MCLs for drinking

water quality standards for each constituent are also plotted on each chart. The figures also identify the general well location and the total depth, and screened interval of the well. Appendix B is available as a handout only – to access click on this [LINK](#) or visit the Meetings page of the Watermaster's website.

Enclosures

Figure 1. Groundwater-Level Monitoring Program

Figure 2. Groundwater-Quality Monitoring Program

Figure 3. Groundwater Wells Canvassed Fall 2023

Figures 4a – 4p. Groundwater Level and Sustainable Management Criteria at Representative Monitoring Wells

Figure 5. Total Dissolved Solids (TDS) in Groundwater

Figure 6. Nitrate in Groundwater

Figure 7. Arsenic in Groundwater

Figure 8. Sulfate in Groundwater

Figure 9. Fluoride in Groundwater

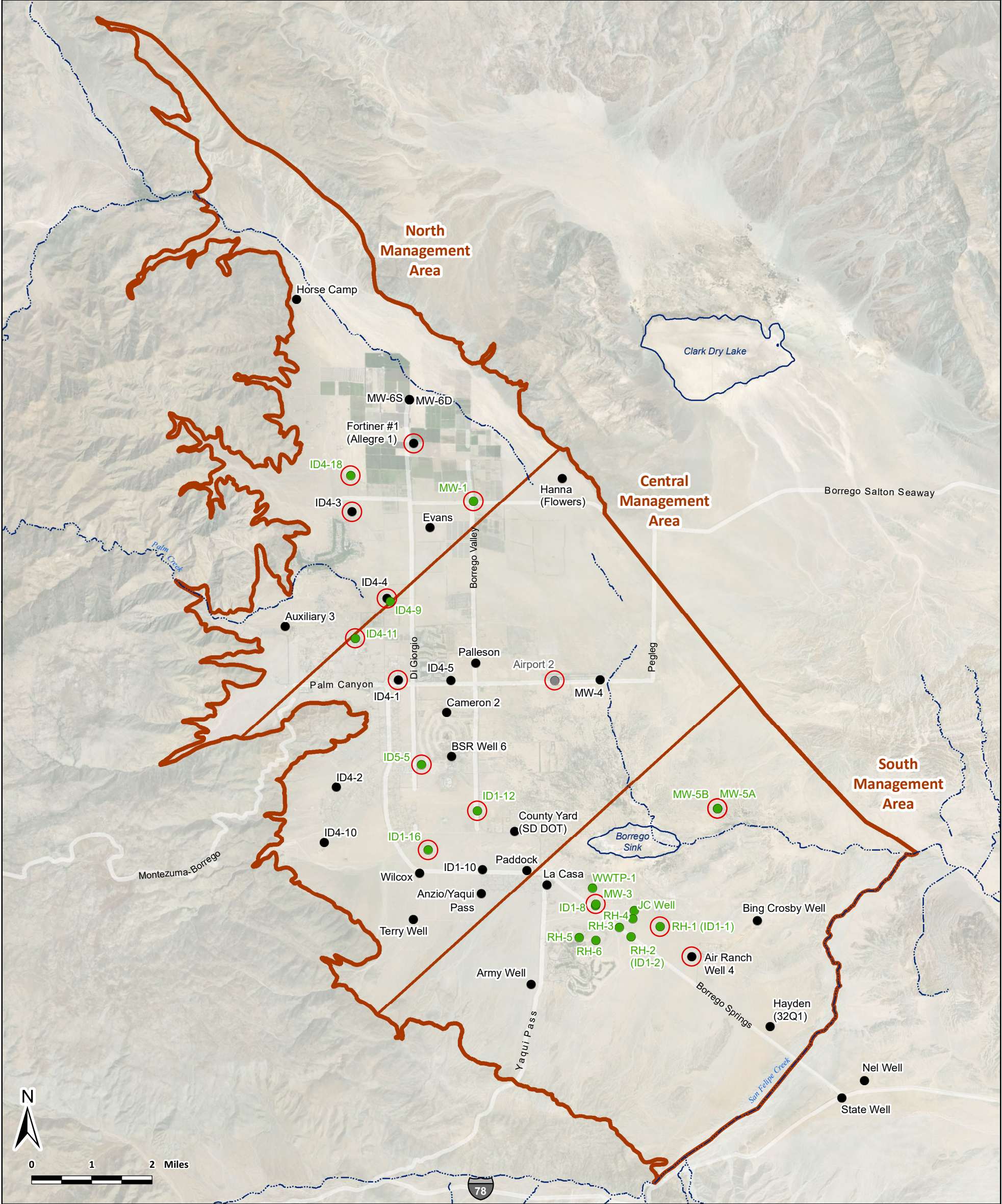
Table 1. Groundwater Level and Quality Monitoring Network and Wells Monitored in Fall 2023

Table 2. Current Groundwater Elevations at Representative Monitoring Wells Compared to Minimum Threshold

Table 3. Groundwater Level Trends at Representative Monitoring Wells - Fall 2019 to Fall 2023

Table 4. Water Quality Standard Exceedance Report

WEST YOST - \\LF5-F501\\Lake Forest\\Clients\\940 Borrego Springs Watermaster\\00-00-00 Master Project\\GIS\\MXD\\Semi Annual Monitoring Report\\2023 Fall\\Figure1_GWMP_Site Map.mxd - ckelty - 1/31/2024



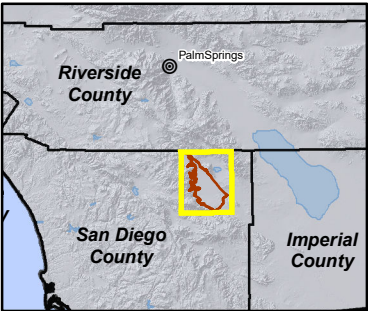
Groundwater-Level Monitoring Network

○ Representative Monitoring Site

▭ Borrego Springs Subbasin with Management Area Divisions

Wells Monitored for Groundwater Level in Fall 2023

- Manual Water-Level Data
- Transducer Water-Level Data
- Unable to Measure Water-Level



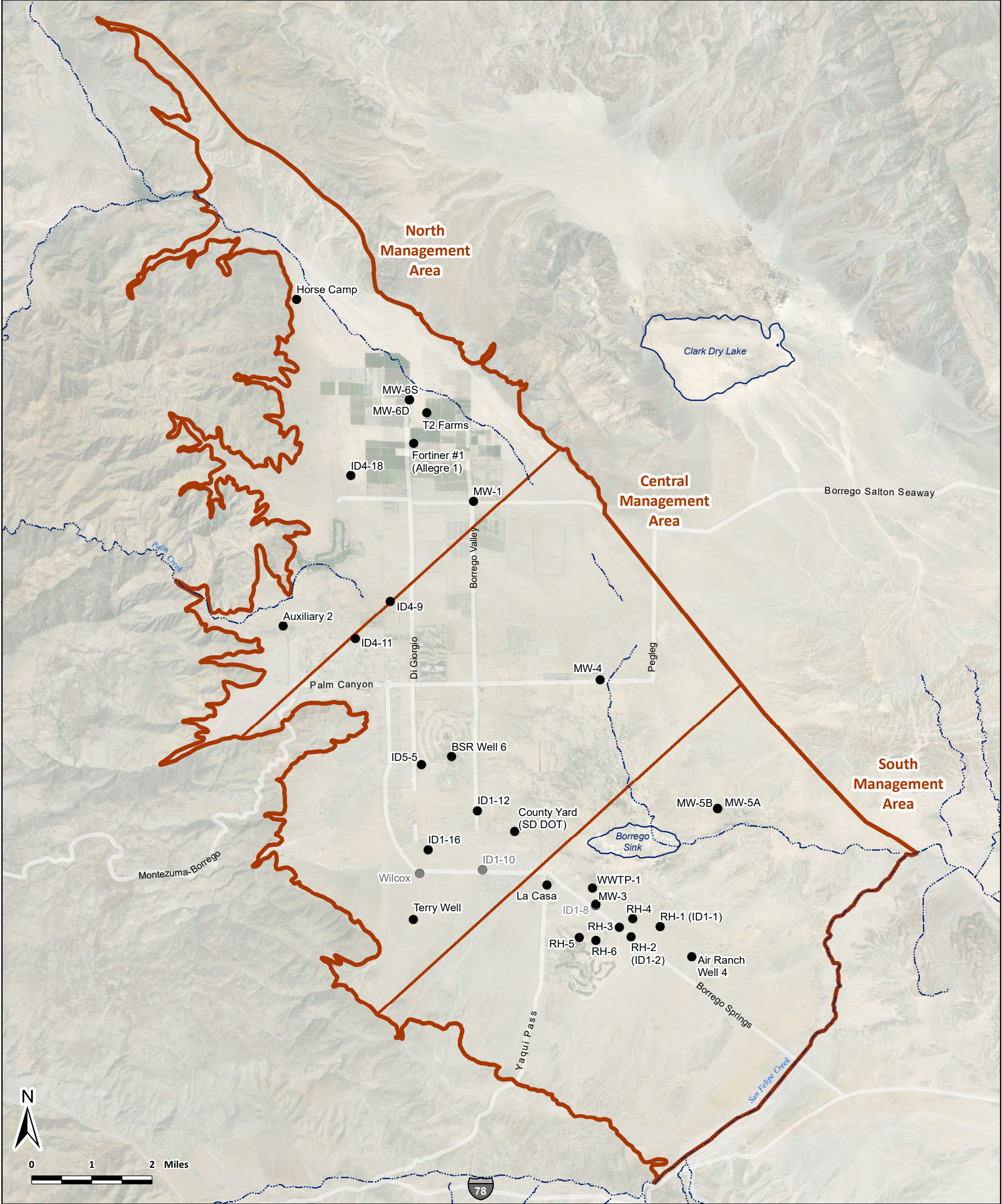
Borrego Springs Watermaster
Groundwater Monitoring Plan

Prepared by:



Figure 1
Groundwater-Level Monitoring Network
Fall 2023

WEST YOST - \\LF5-F501\\Lake Forest\\Clients\\940 Borrego Springs Watermaster\\00-00-00 Master Project\\GIS\\MXD\\Semi Annual Monitoring Report\\2023 Fall\\Figure2_GWQ_Site Map.mxd - ckelty - 1/31/2024

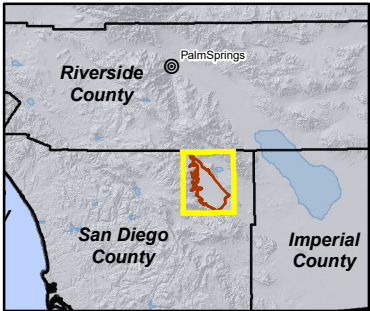


Groundwater-Quality Monitoring Network - Fall 2023

- Well Sampled for Water Quality
- Unable to Sample Well for Water Quality



Borrego Springs Subbasin with Management Area Divisions

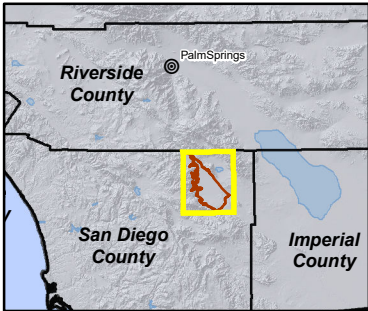
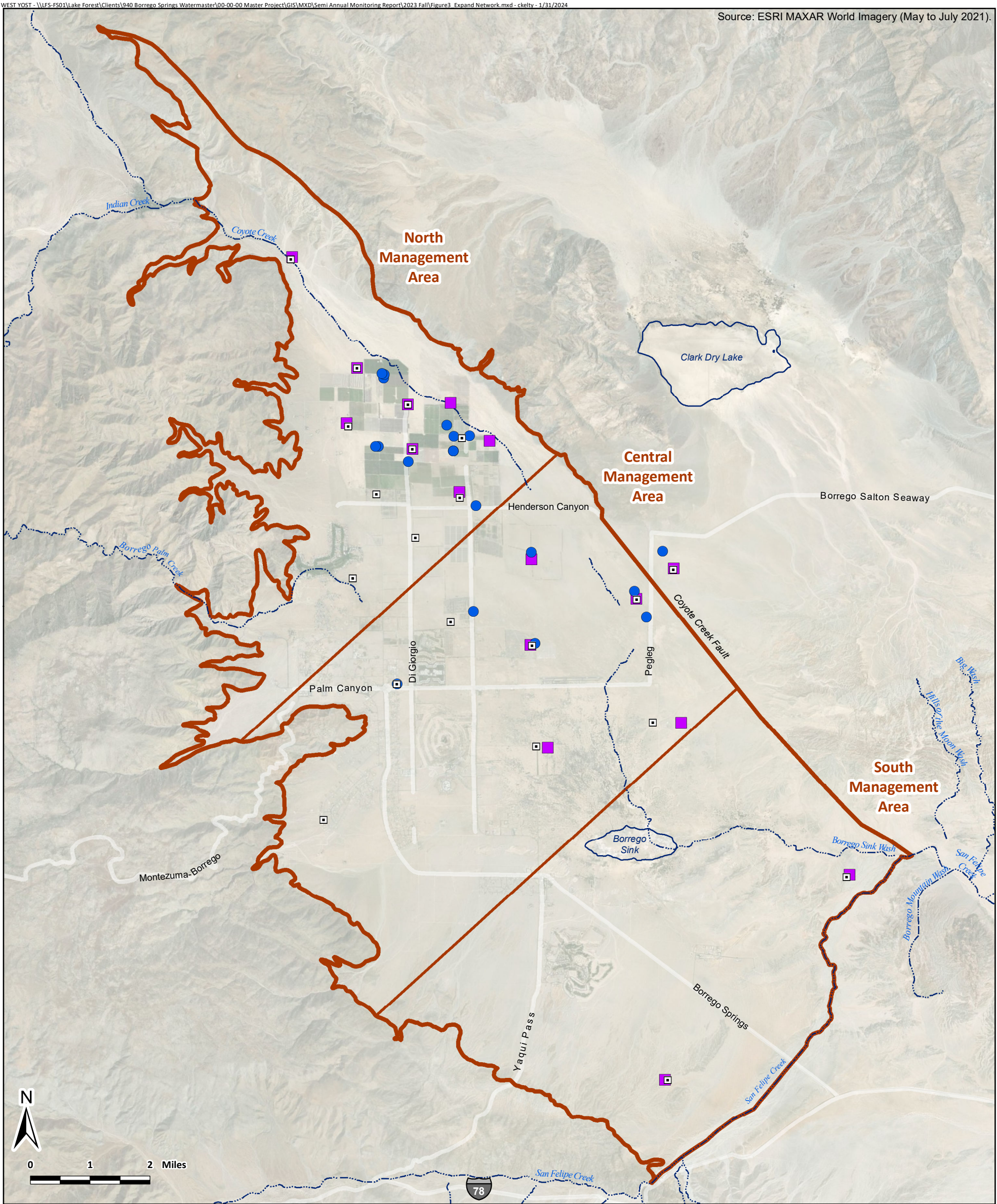


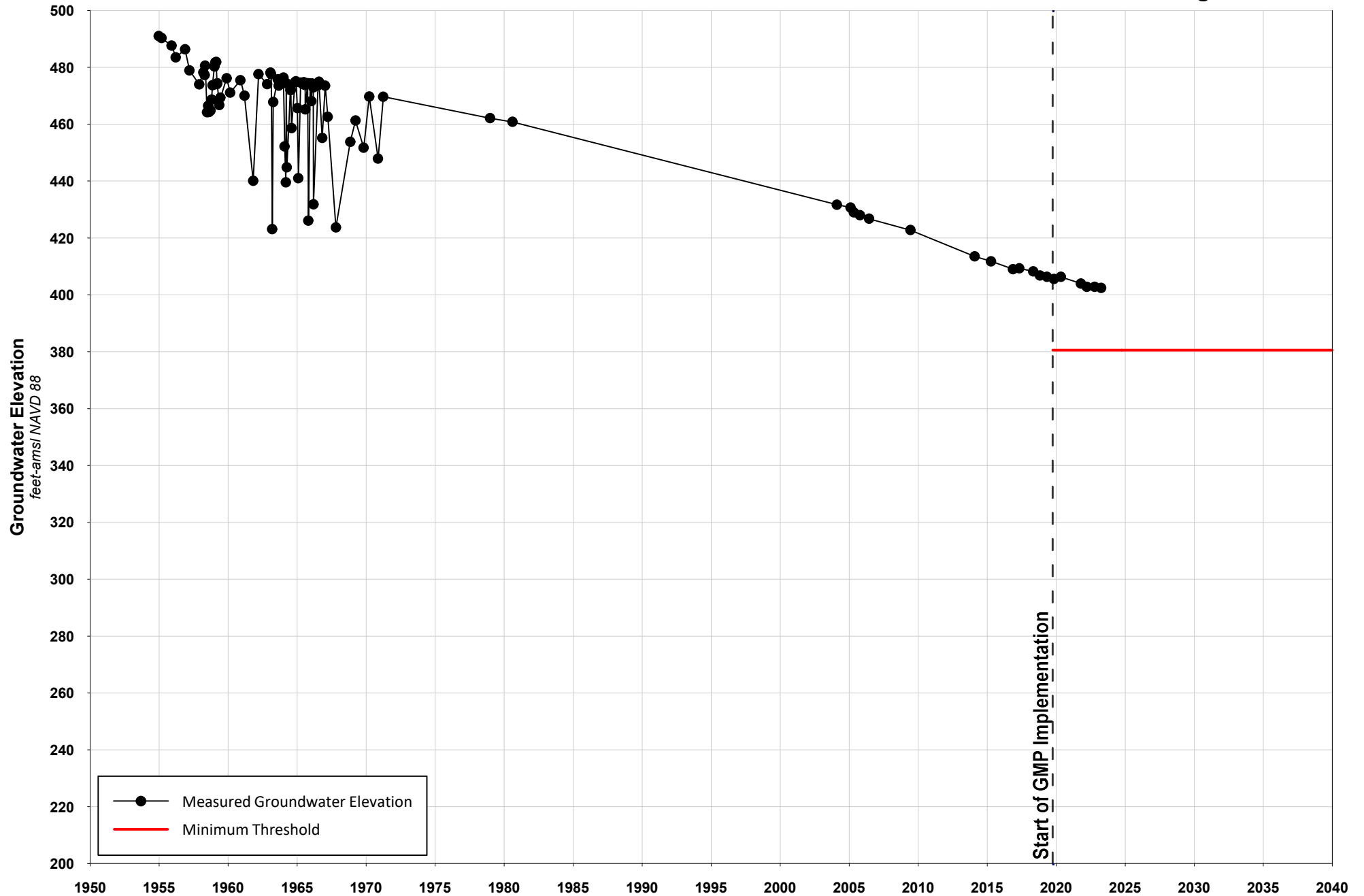
Borrego Springs Watermaster
Groundwater Monitoring Plan

Prepared by:



Figure 2
Groundwater-Quality Monitoring Network
Fall 2023





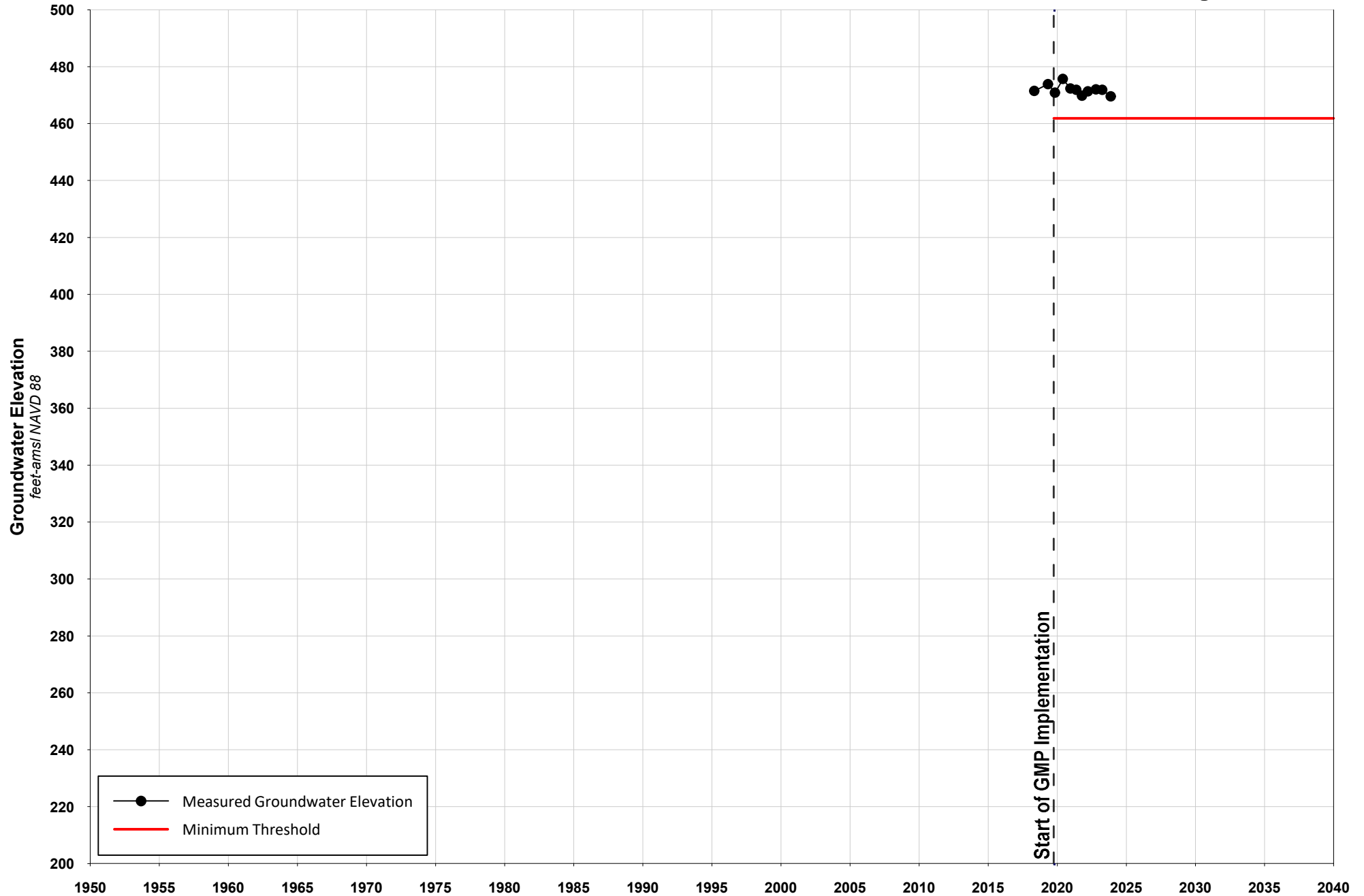


Figure 4b

Groundwater Level and Sustainable Management Criteria
at Representative Monitoring Well Air Ranch 4

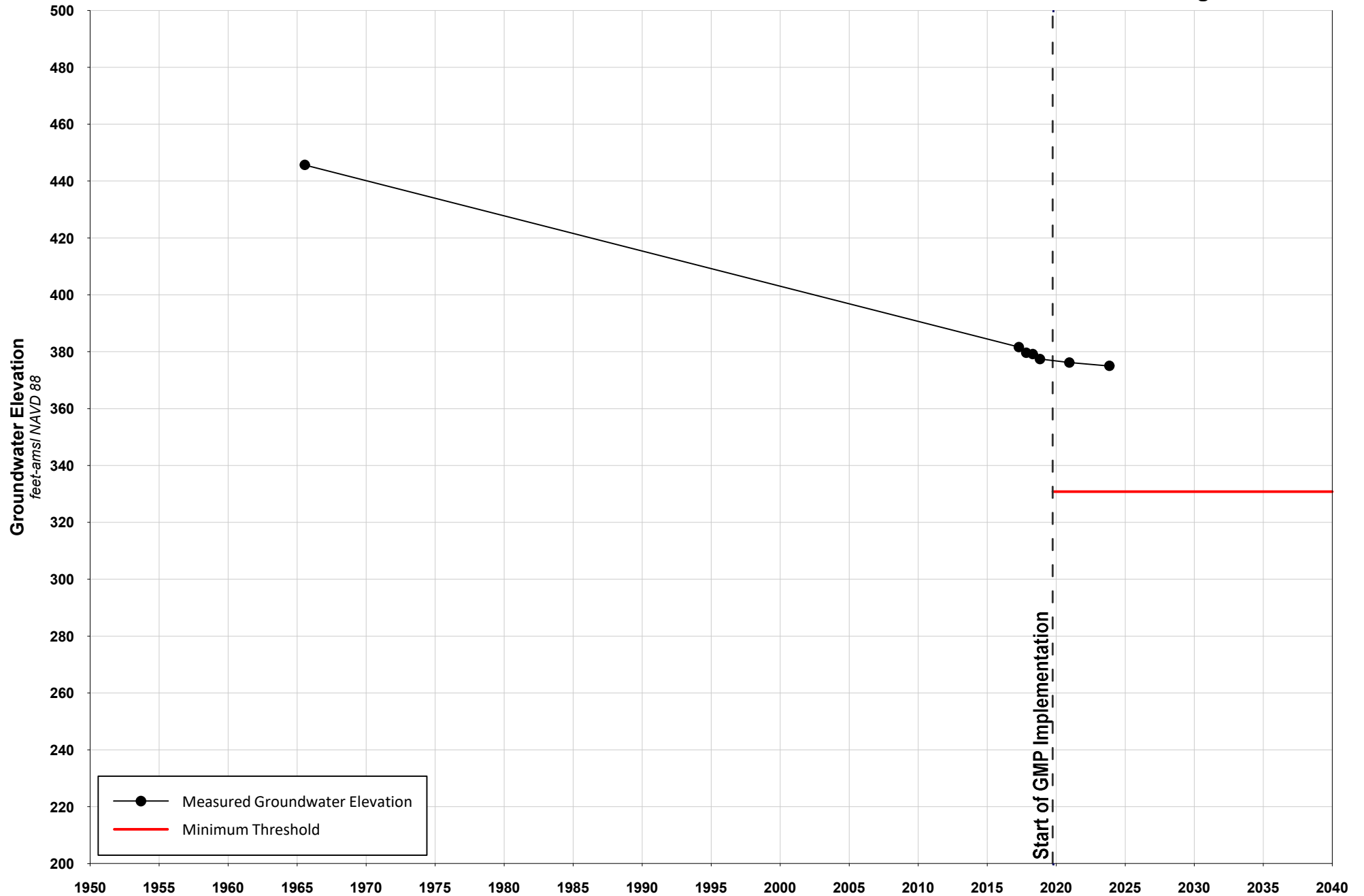


Figure 4c

Groundwater Level and Sustainable Management Criteria
at Representative Monitoring Well Fortiner #1

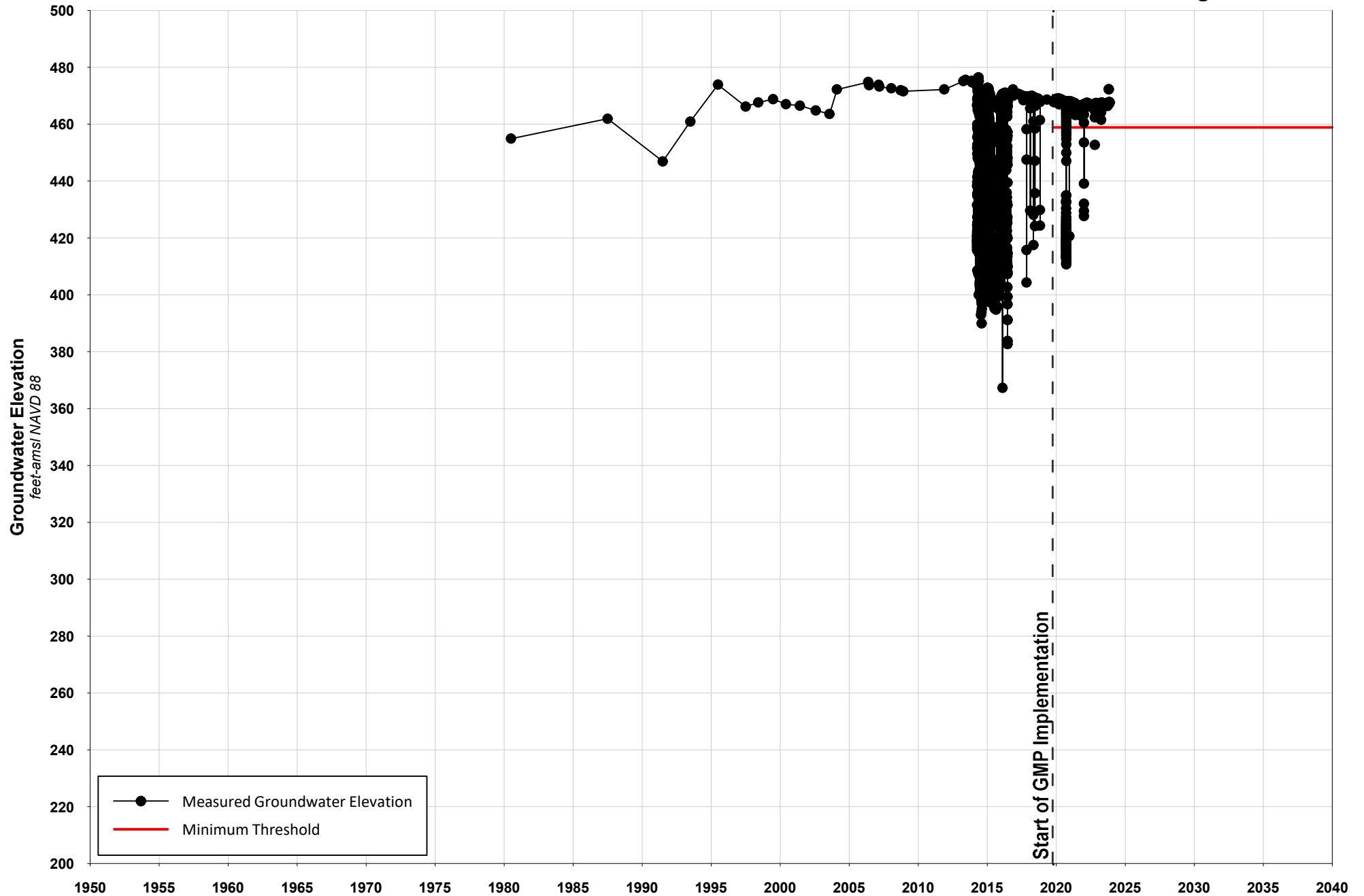
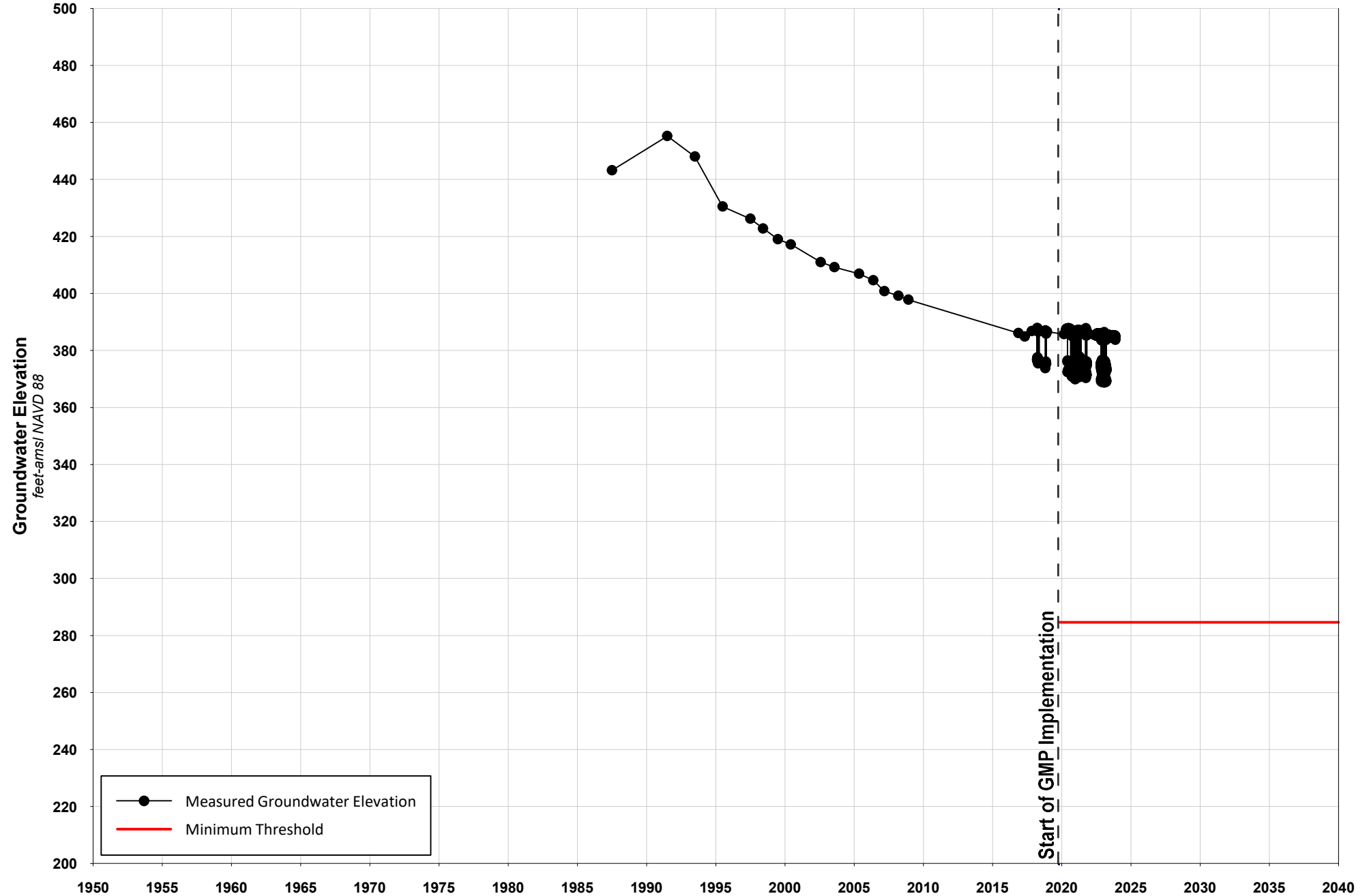


Figure 4d

Groundwater Level and Sustainable Management Criteria
at Representative Monitoring Well RH-1



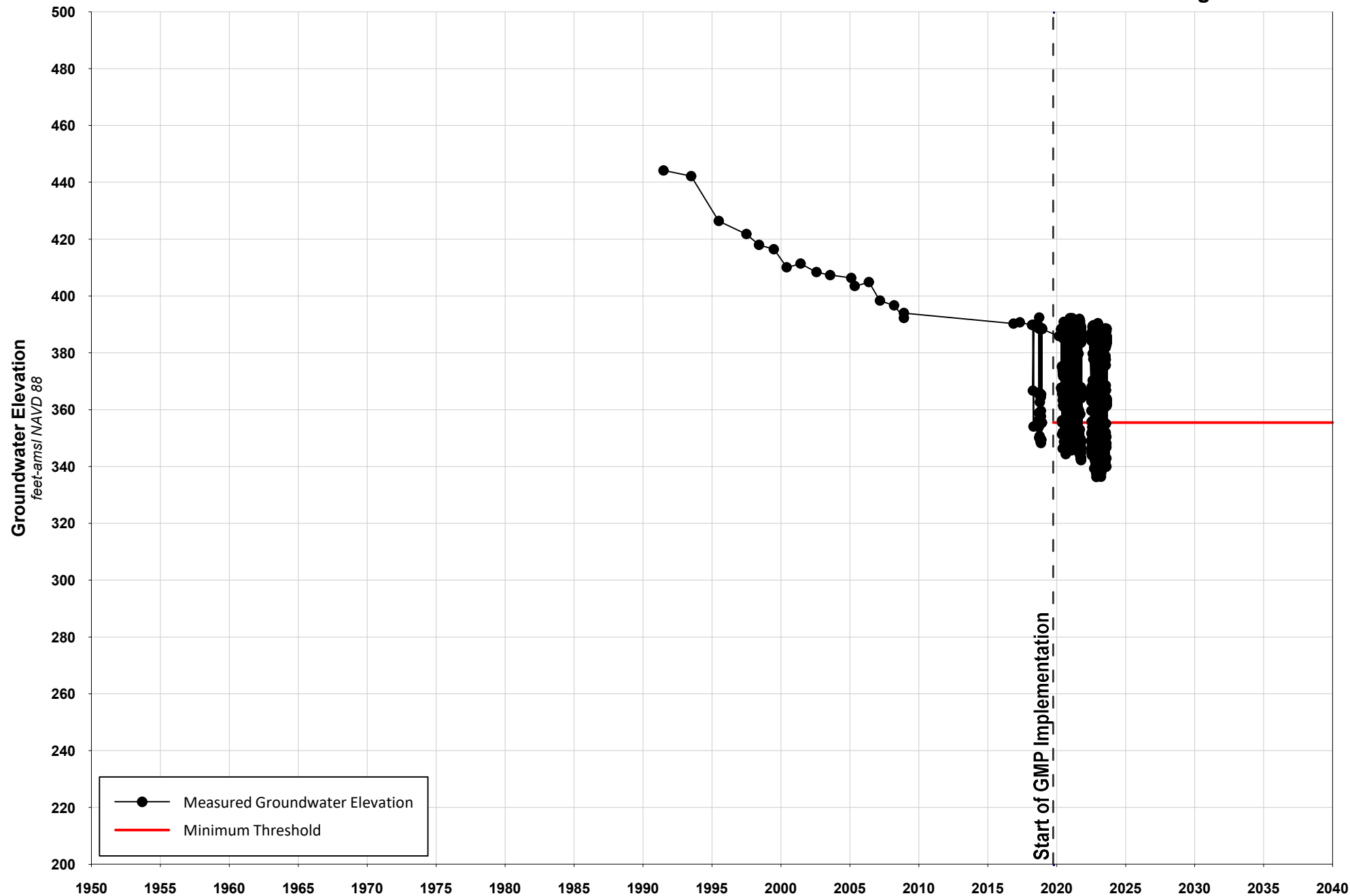
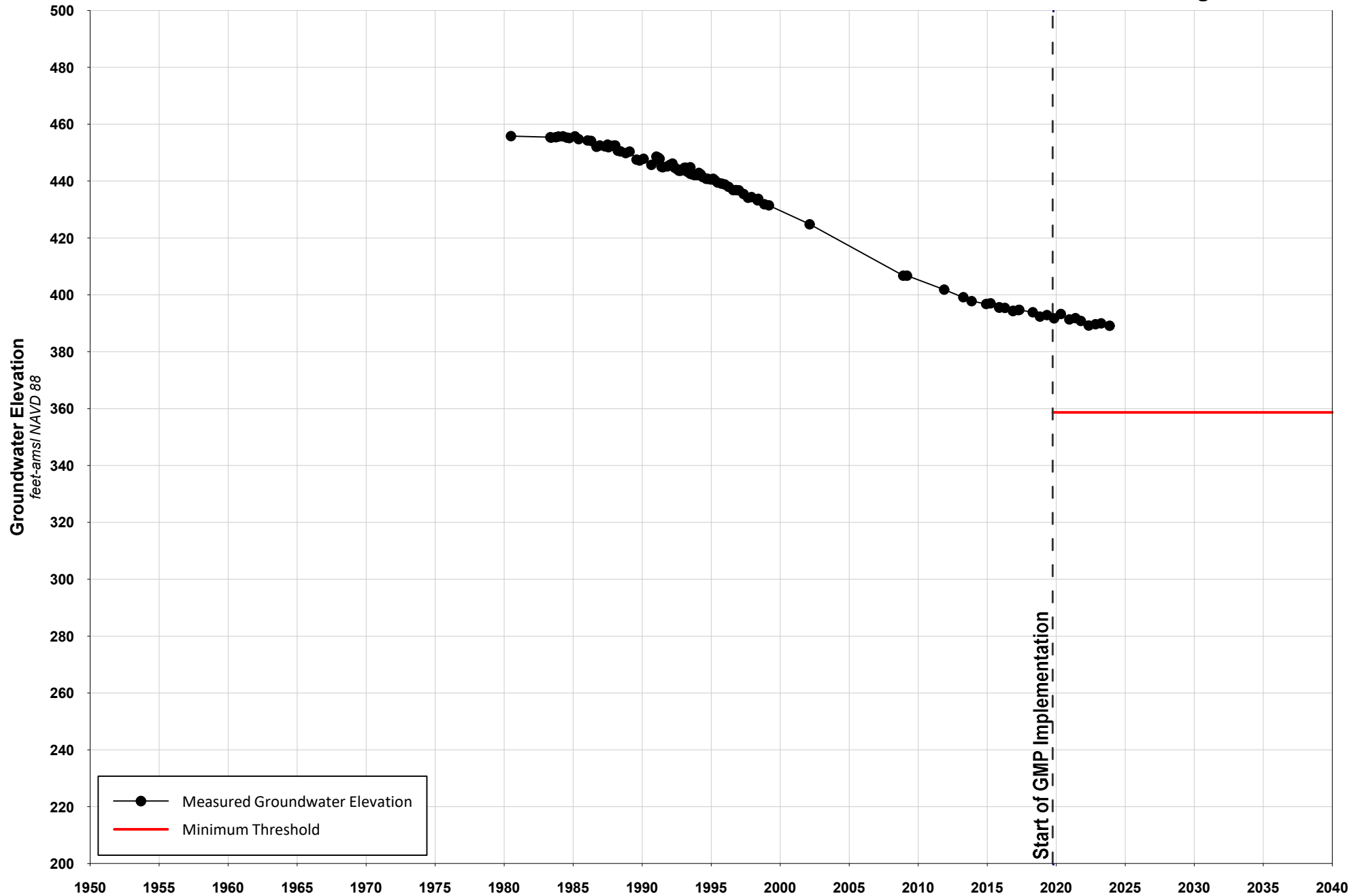


Figure 4f

Groundwater Level and Sustainable Management Criteria
at Representative Monitoring Well ID1-16



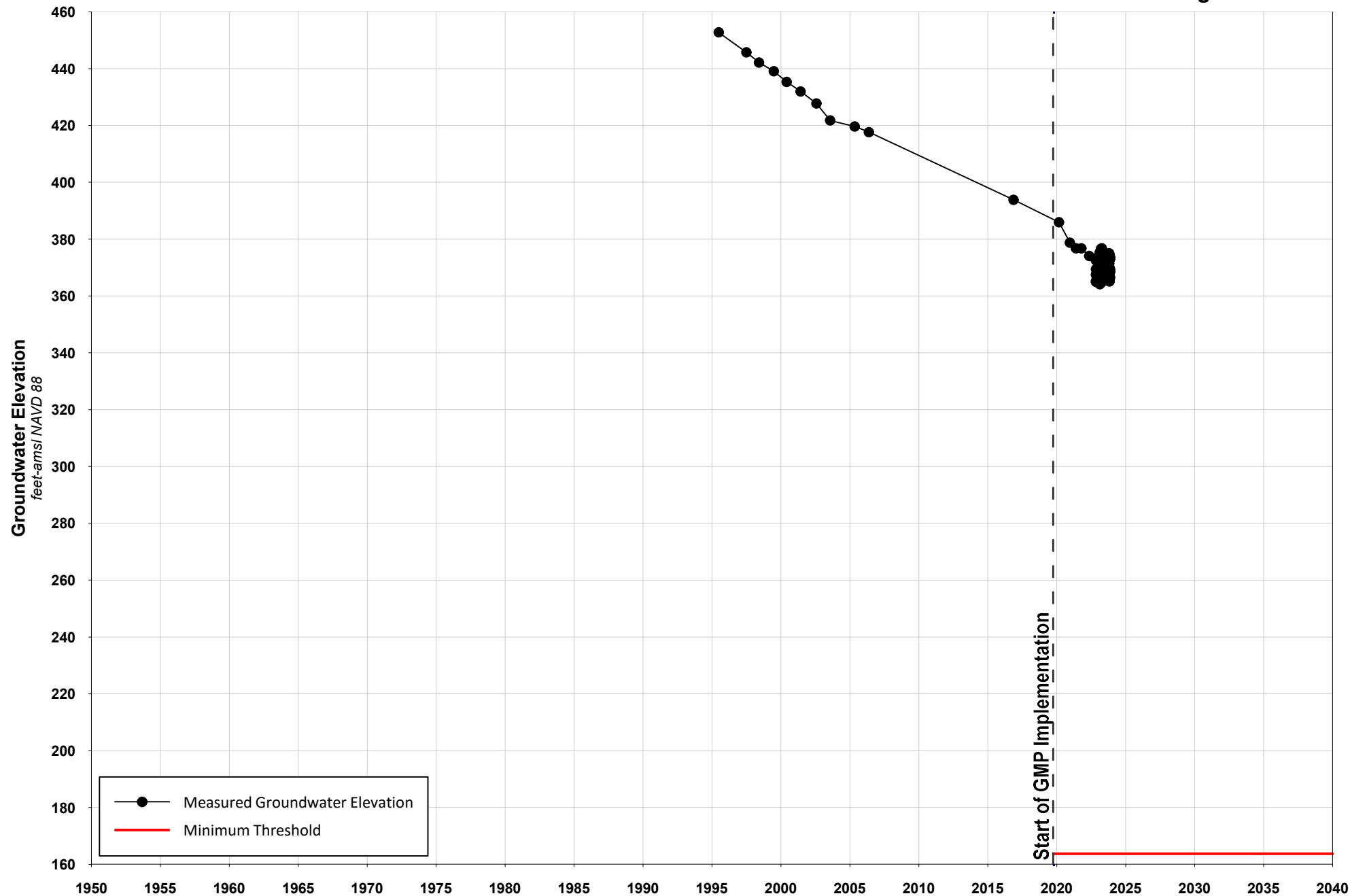
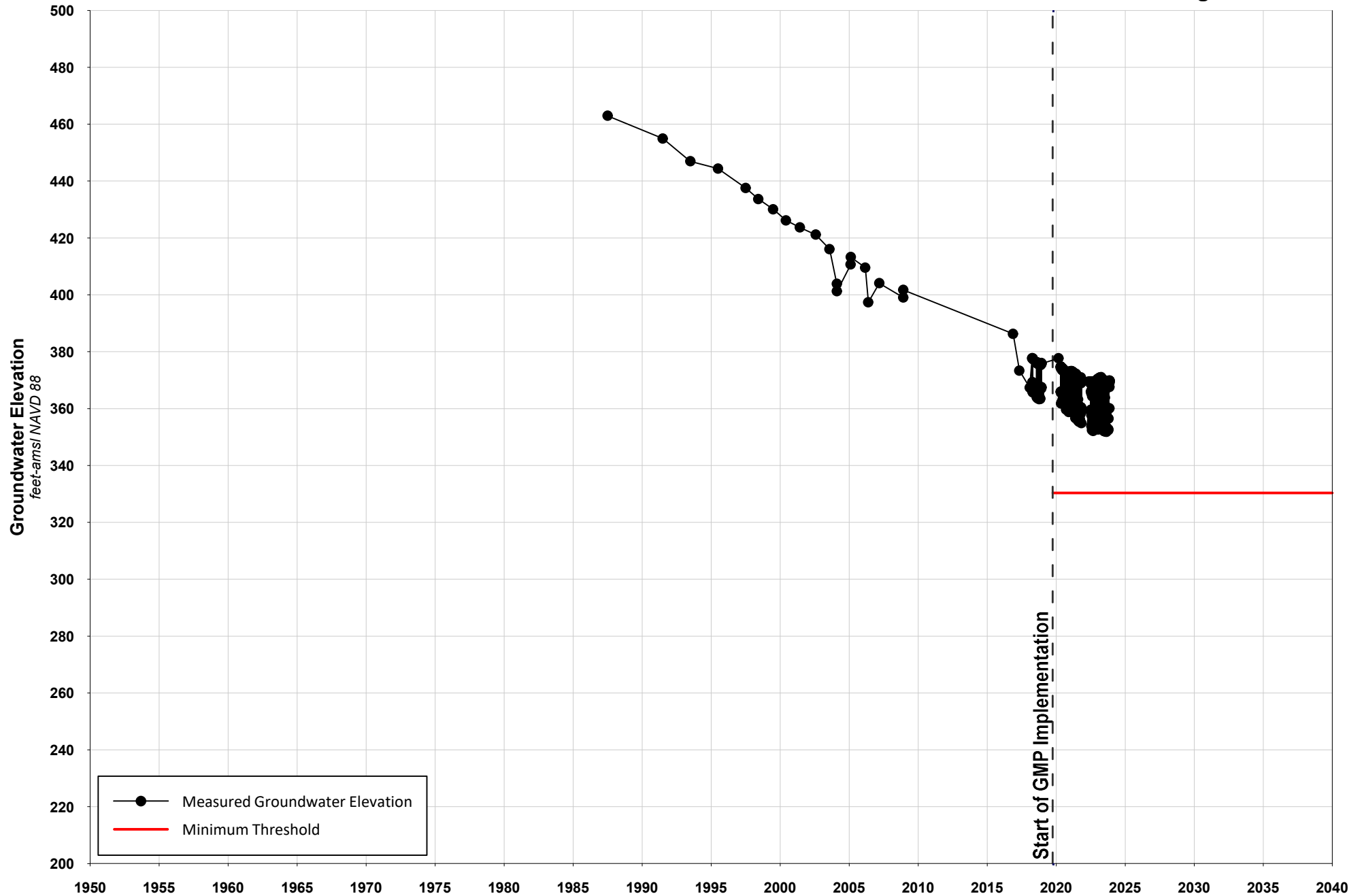


Figure 4h

Groundwater Level and Sustainable Management Criteria
at Representative Monitoring Well ID4-11



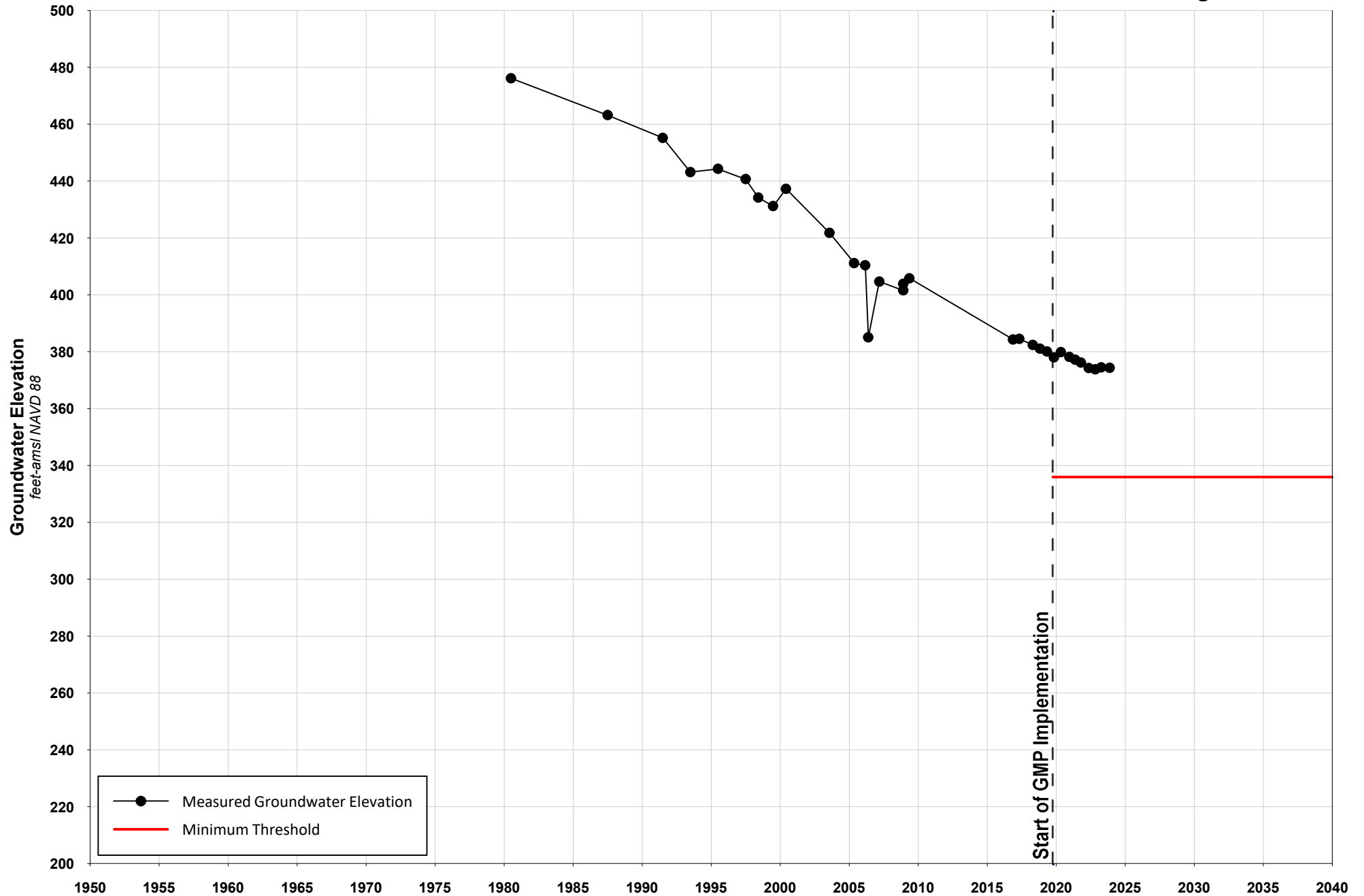
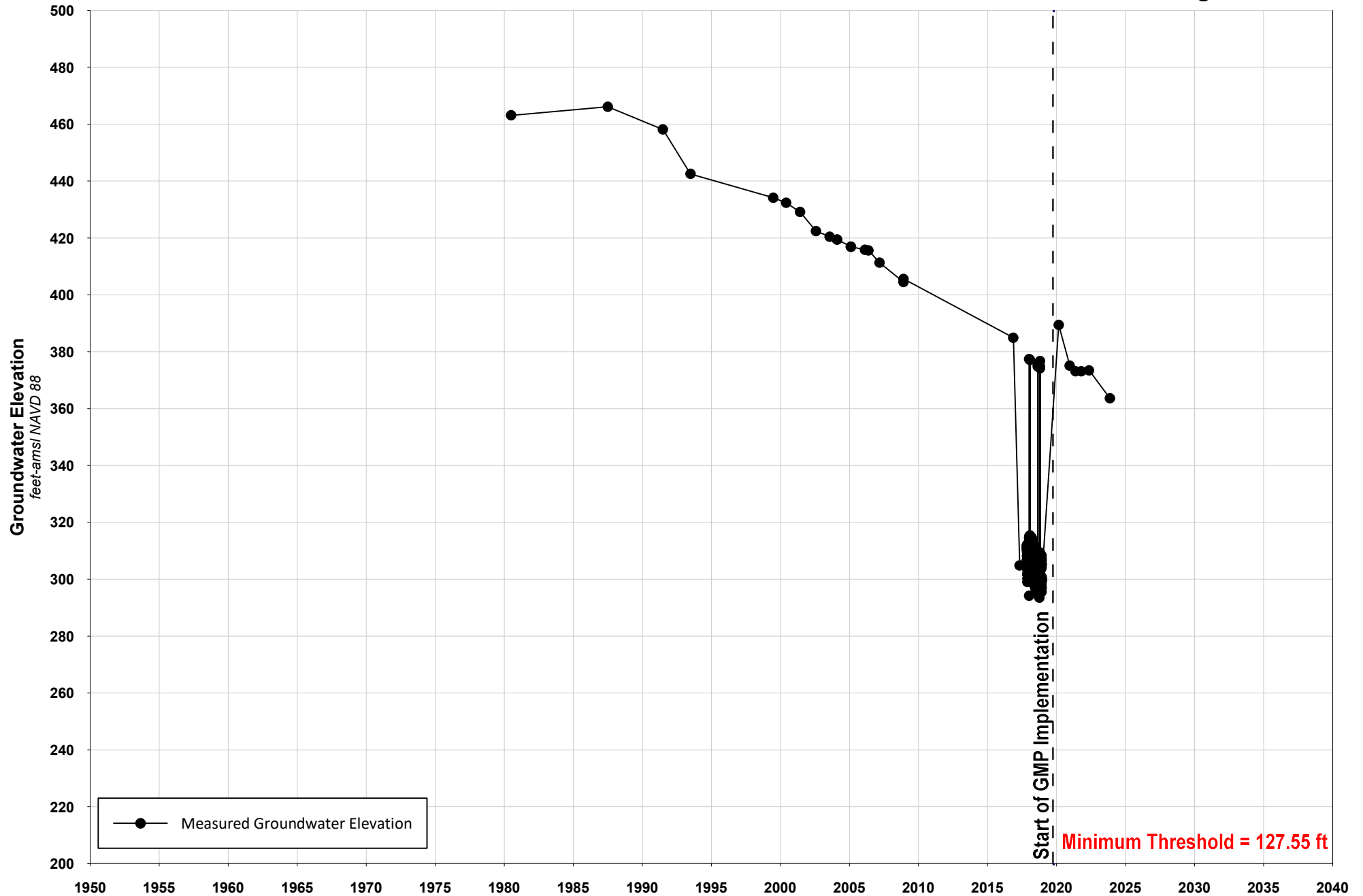
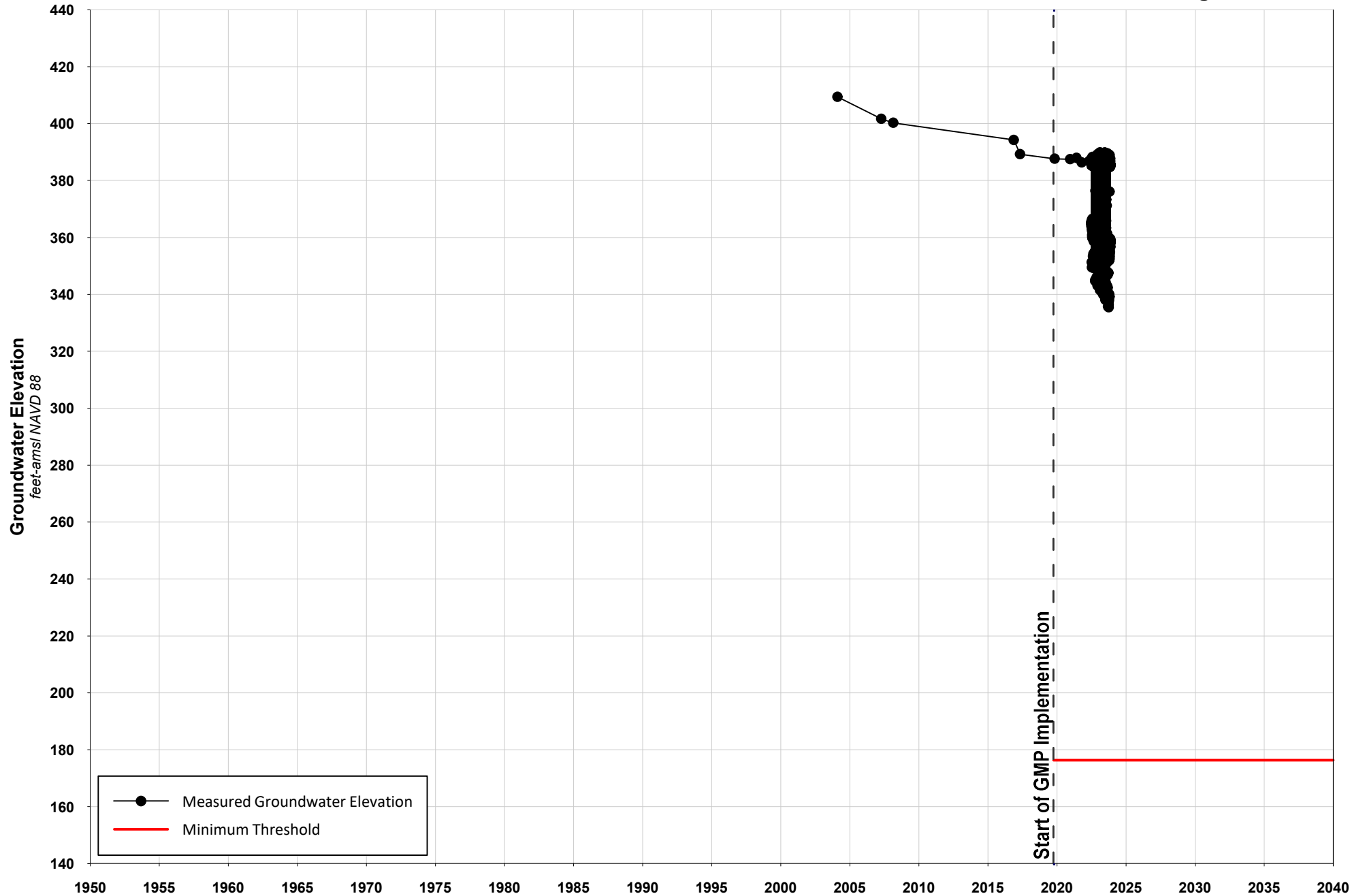


Figure 4j

Groundwater Level and Sustainable Management Criteria
at Representative Monitoring Well ID4-3





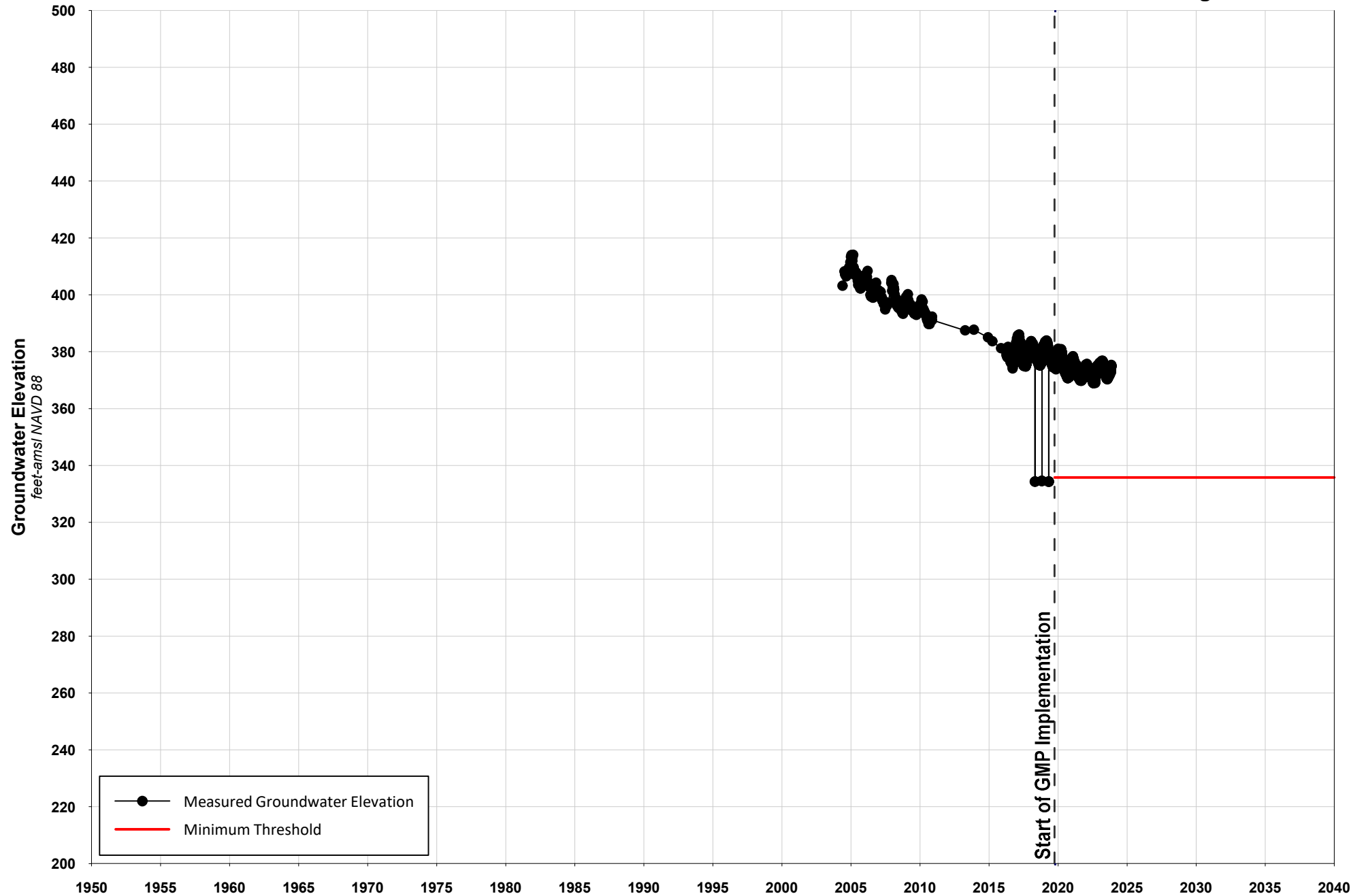
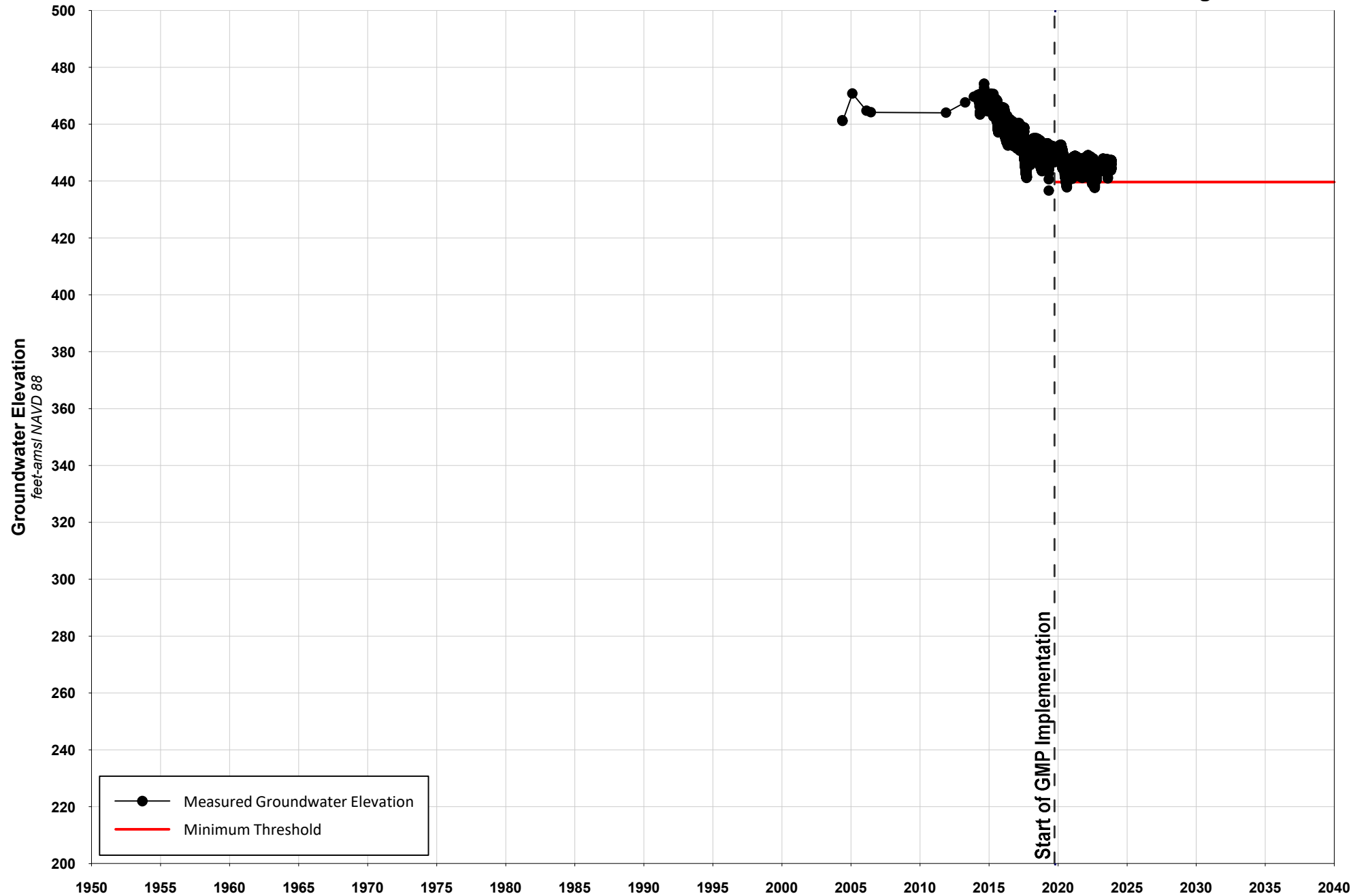


Figure 4m

Groundwater Level and Sustainable Management Criteria
at Representative Monitoring Well MW-1



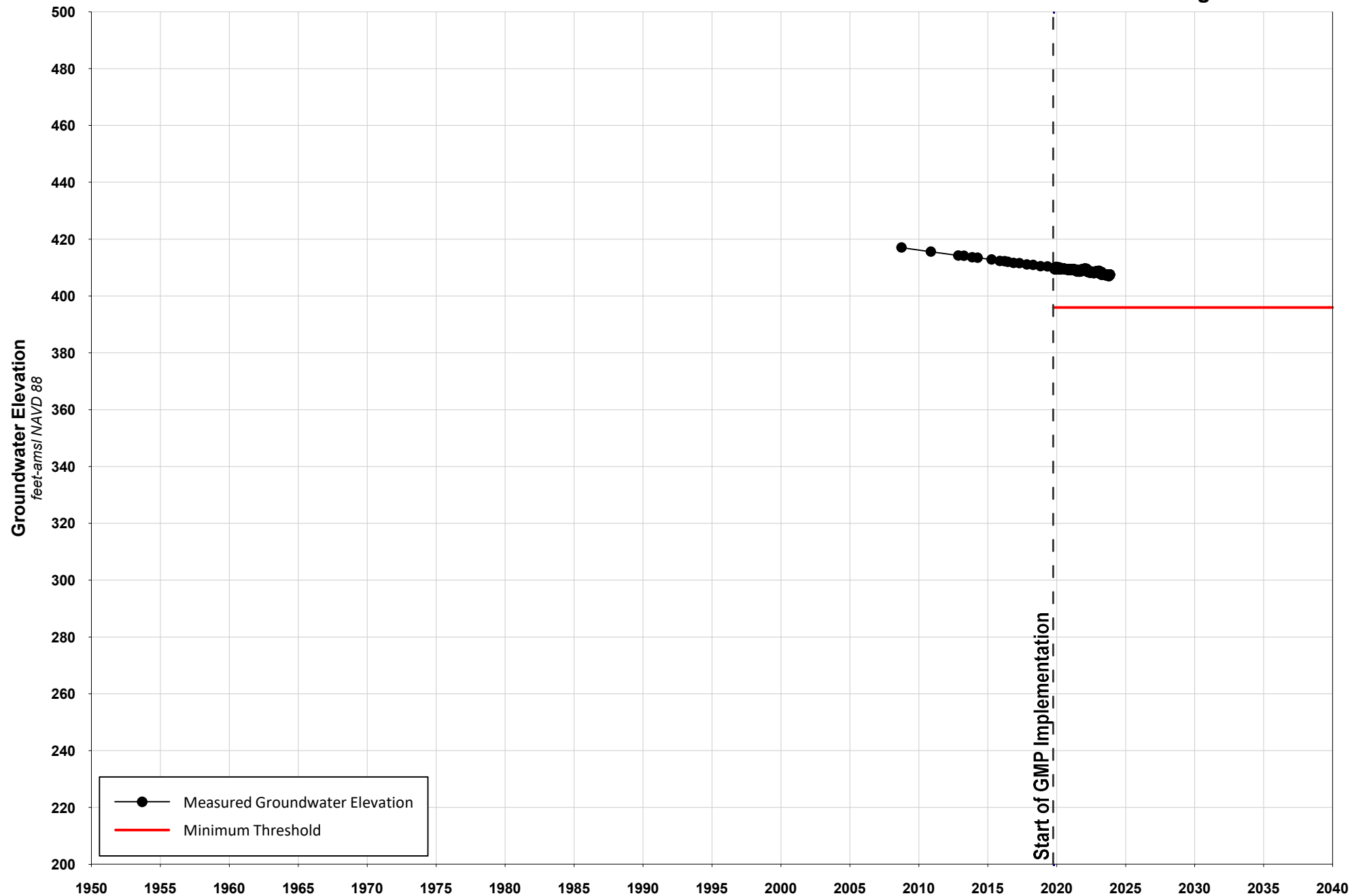


Figure 4o

Groundwater Level and Sustainable Management Criteria
at Representative Monitoring Well MW-5A

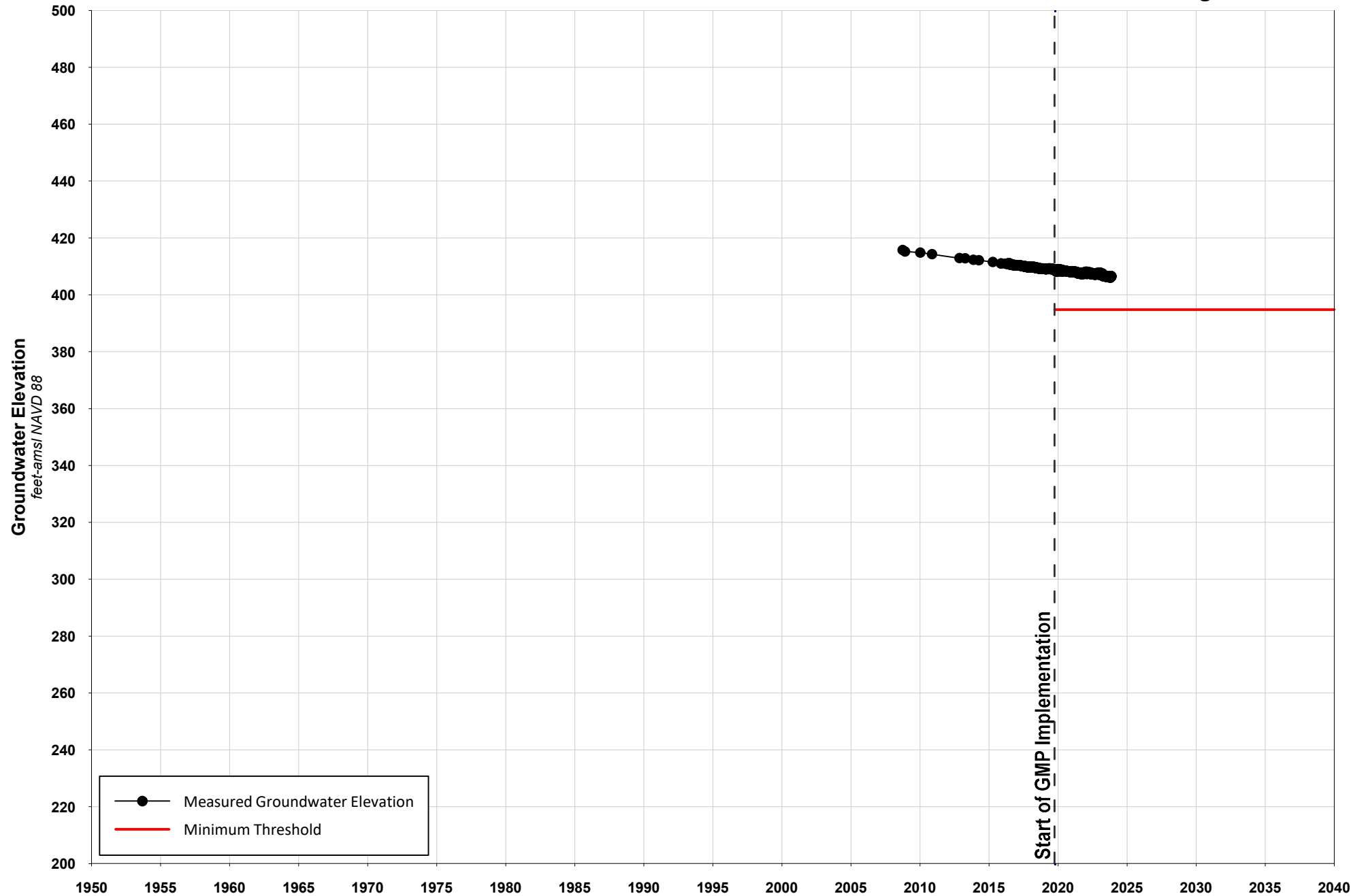
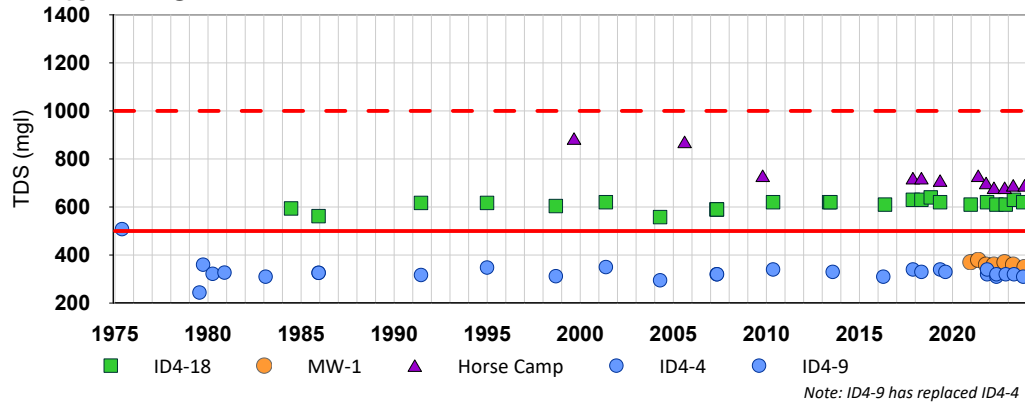


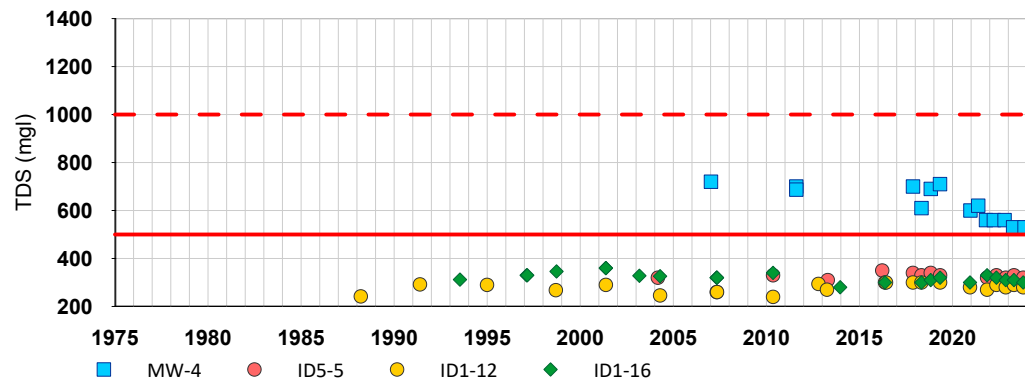
Figure 4p

Groundwater Level and Management Sustainable Criteria
at Representative Monitoring Well MW-5B

North Management Area



Central Management Area



South Management Area

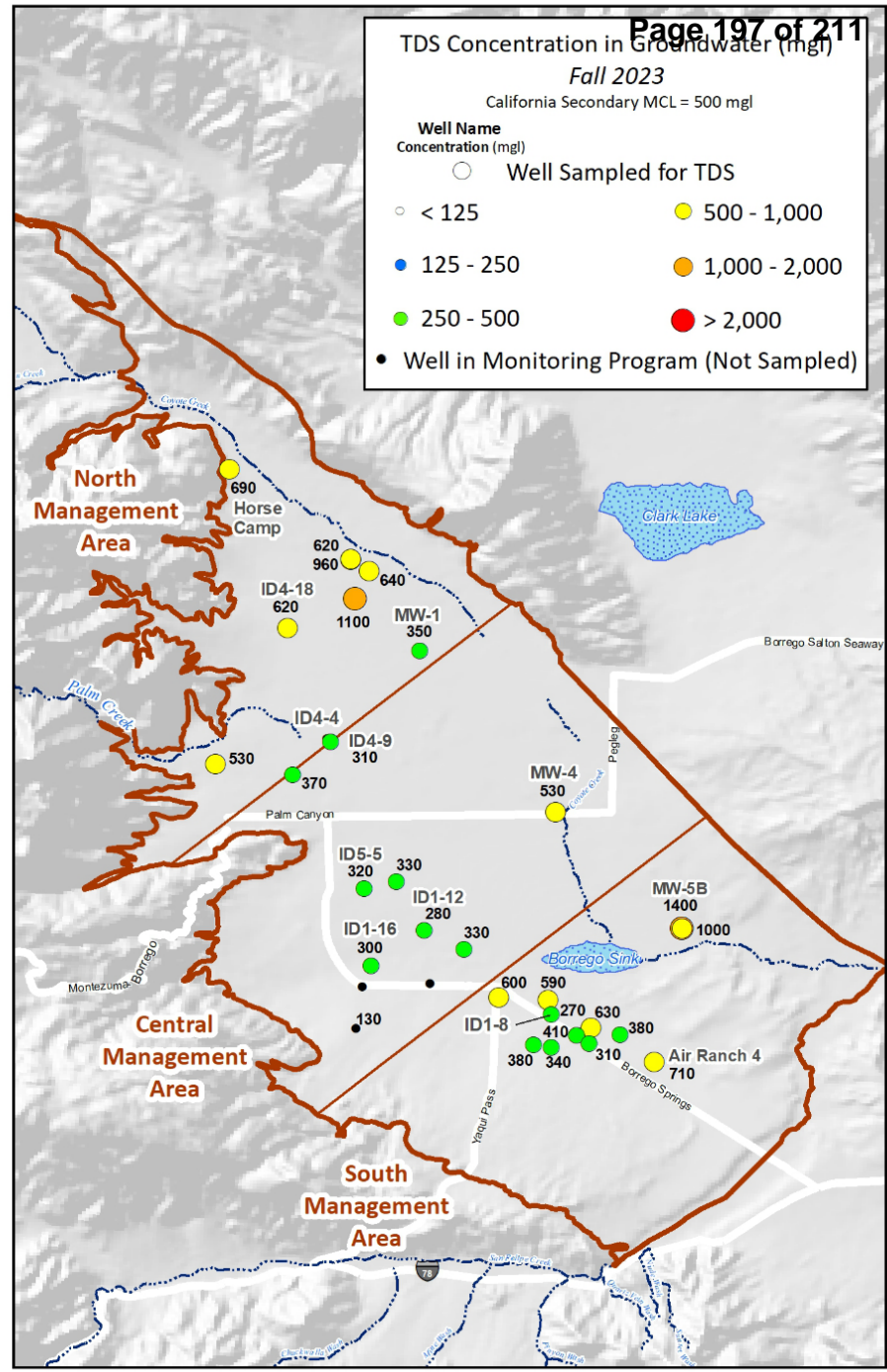
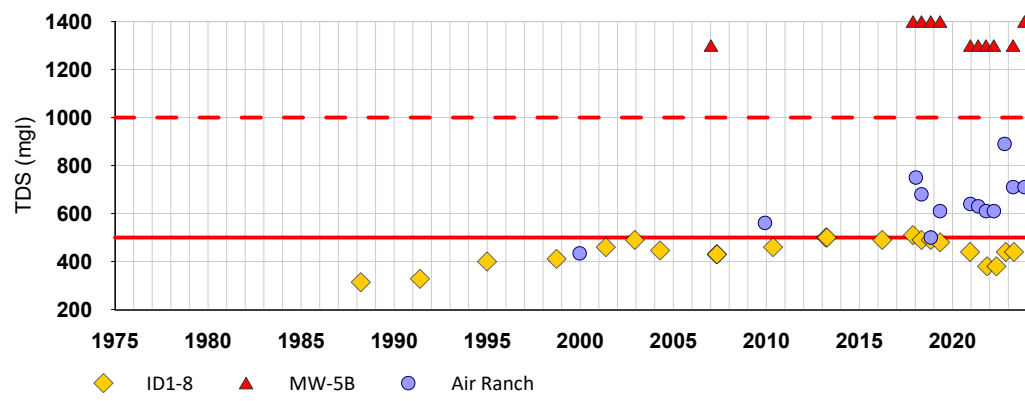
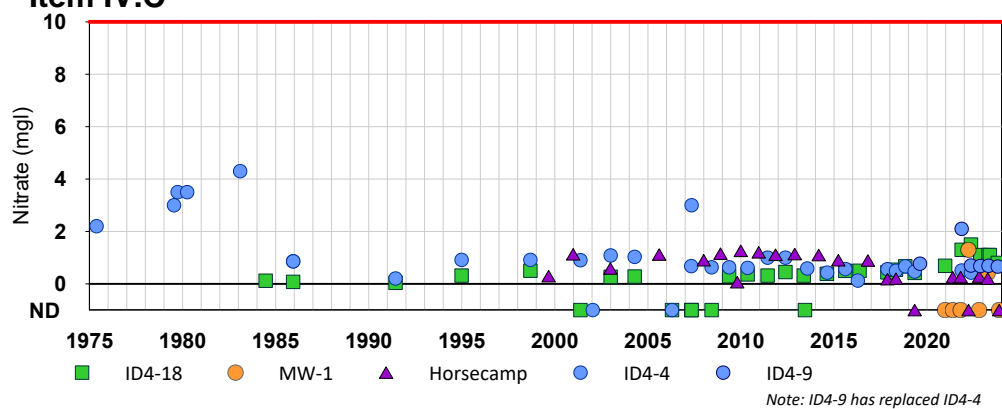
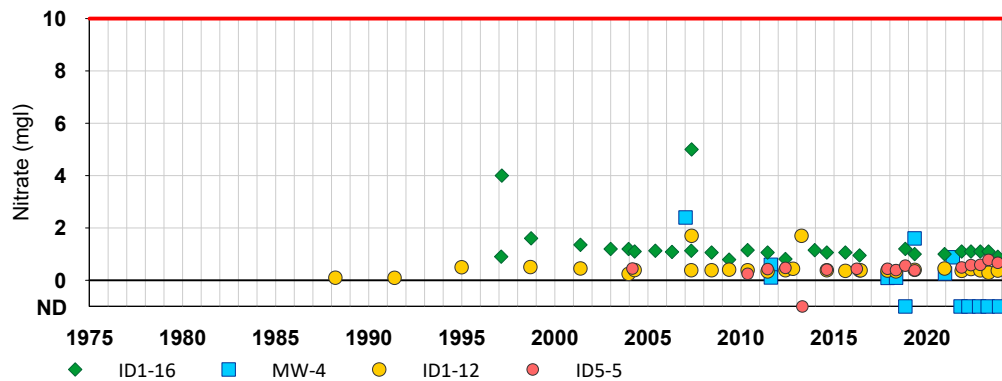


Figure 5
Total Dissolved Solids (TDS) in Groundwater

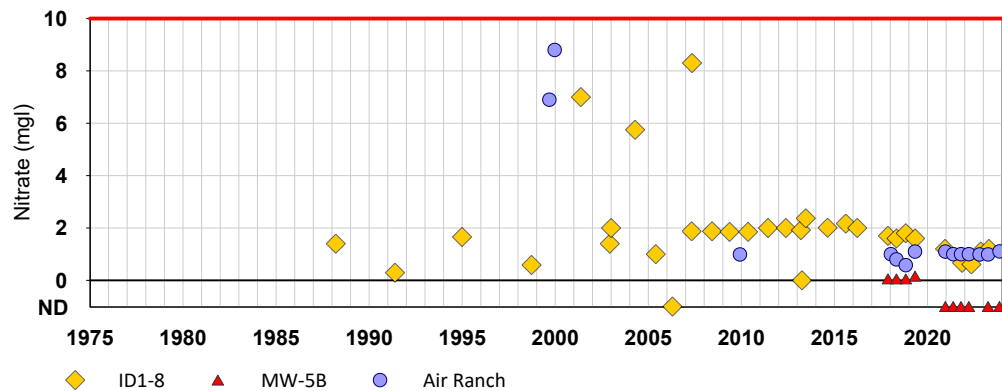
North Management Area



Central Management Area



South Management Area



Wells by Principal Aquifer

- △ Upper
- Upper and Middle
- Middle and Lower
- ◇ Lower
- ◇ Upper, Middle, and Lower

Maximum Contaminant Level

- Primary MCL

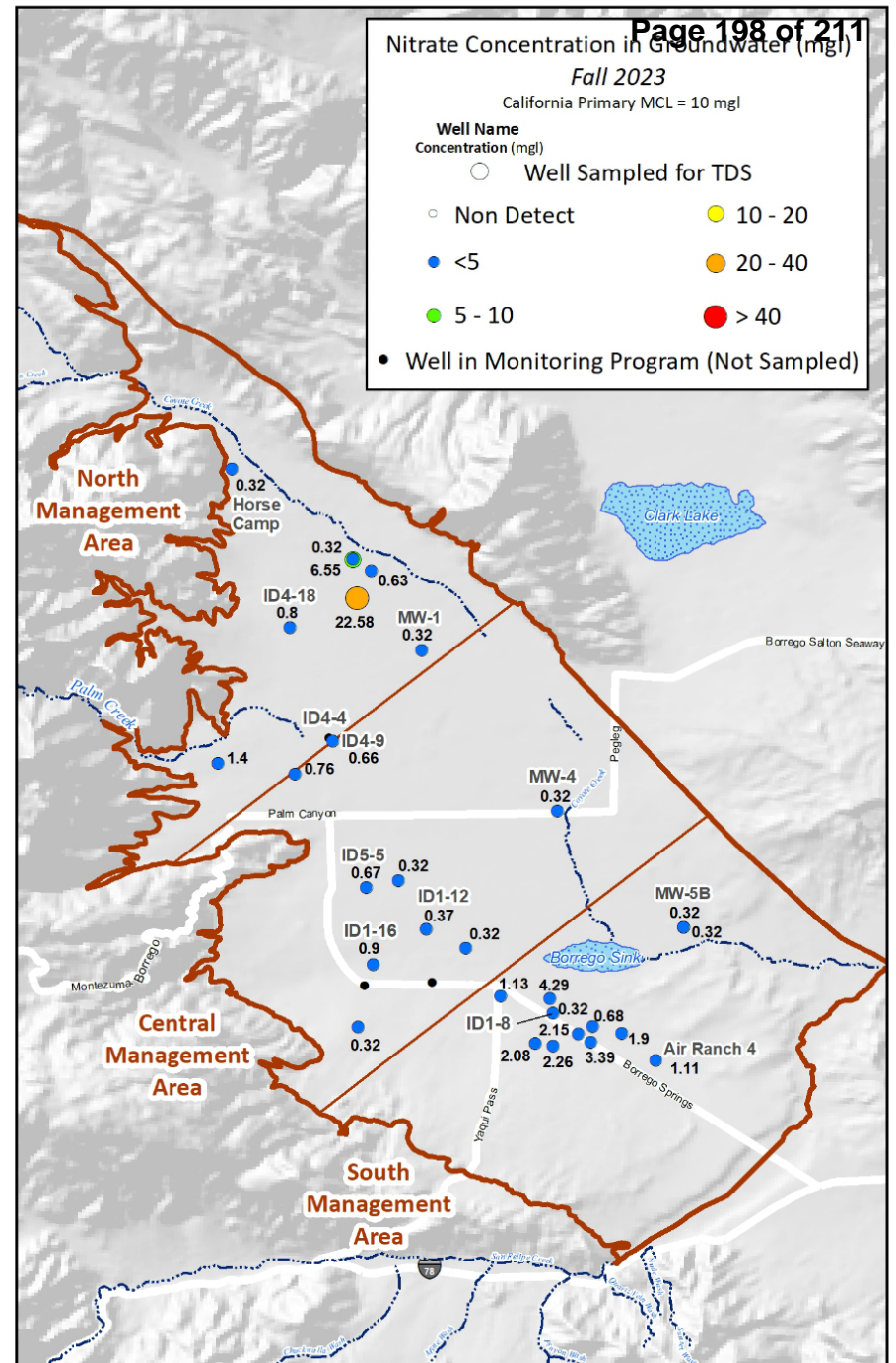
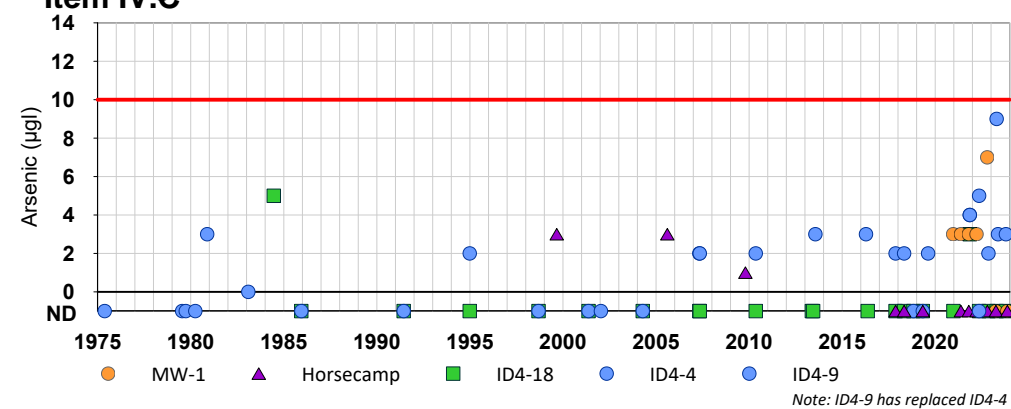


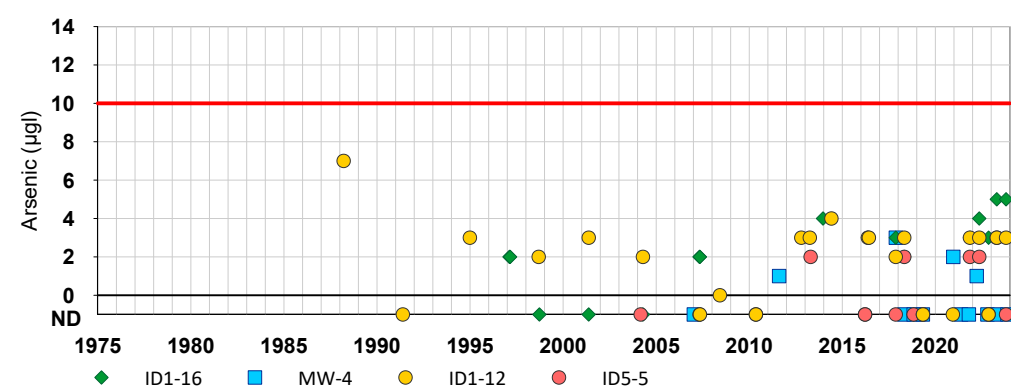
Figure 6

Nitrate (as Nitrogen) in Groundwater

North Management Area



Central Management Area



South Management Area

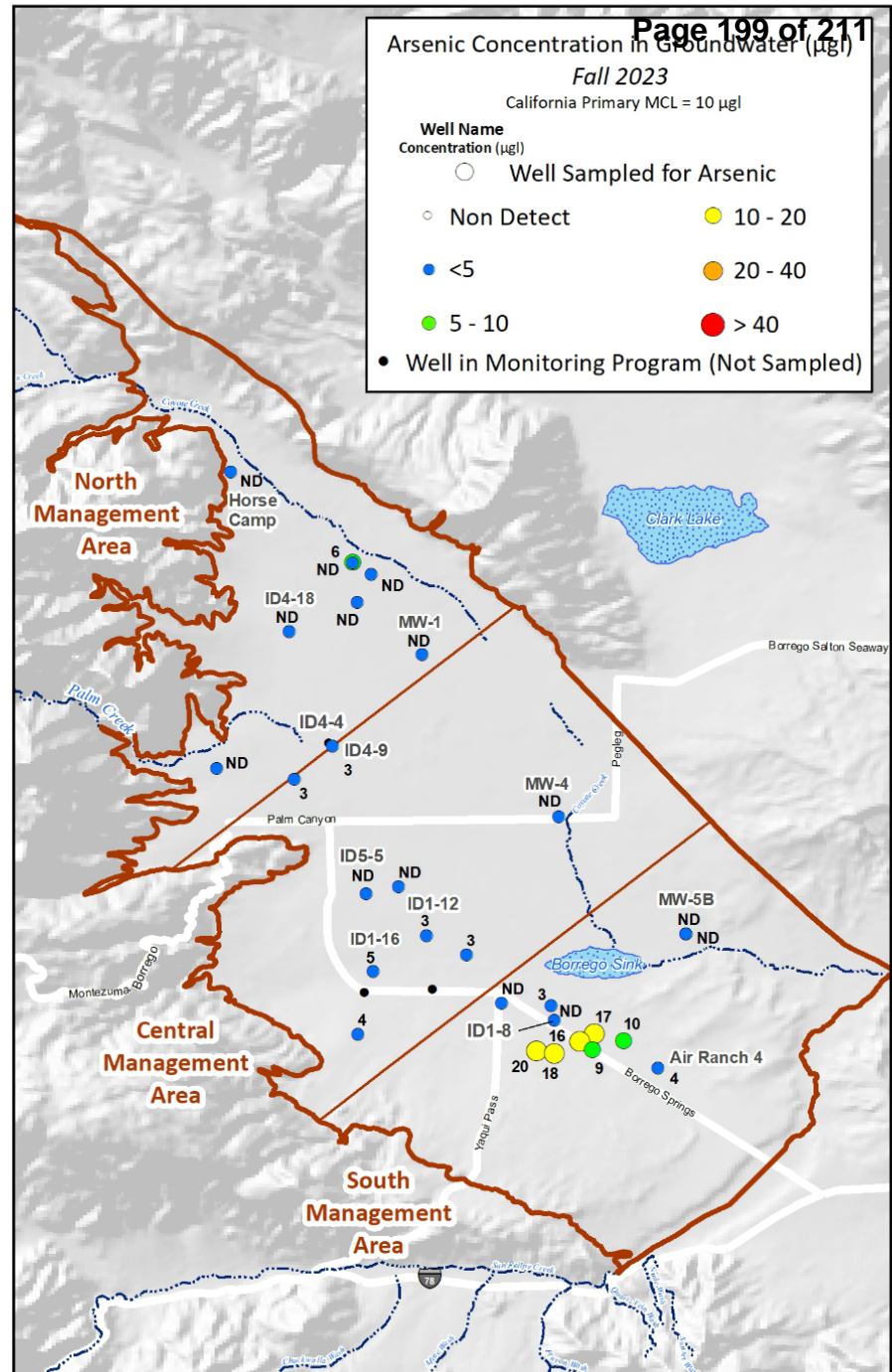
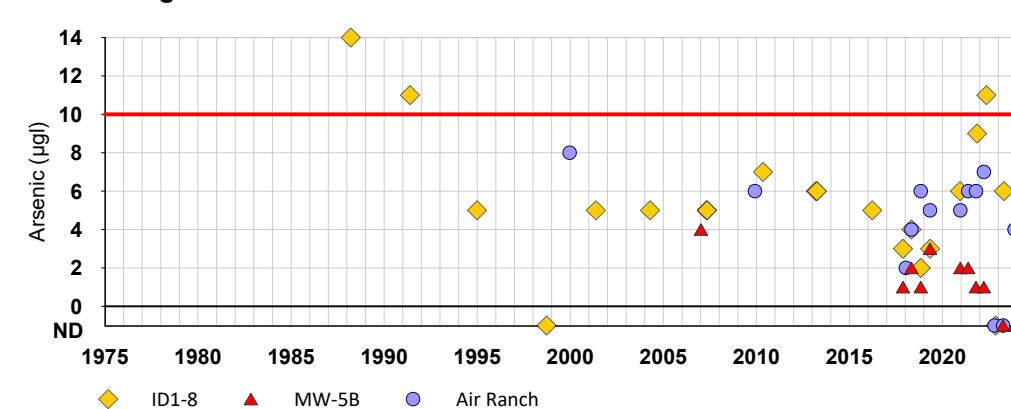
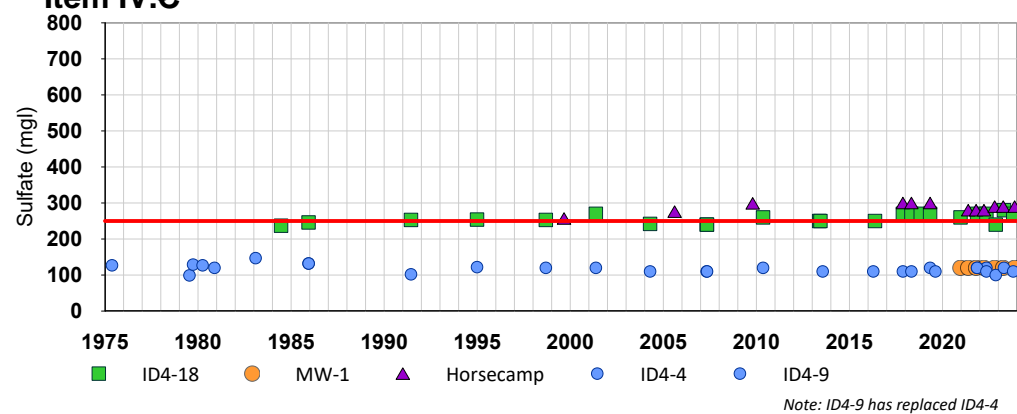
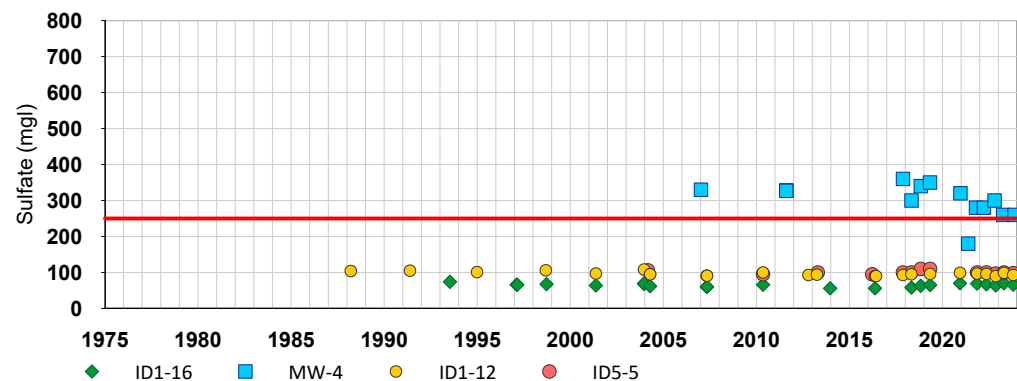


Figure 7
Arsenic in Groundwater

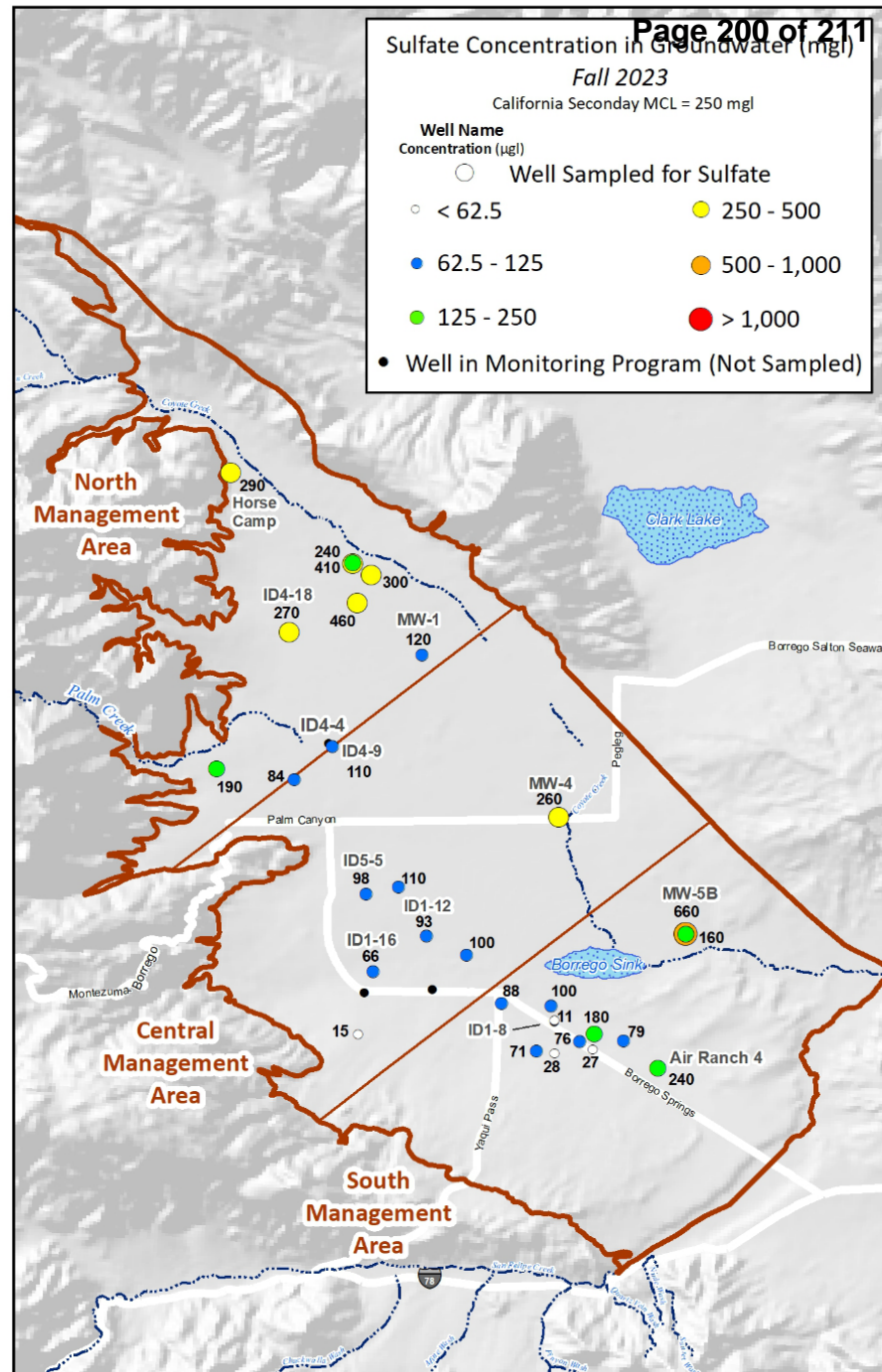
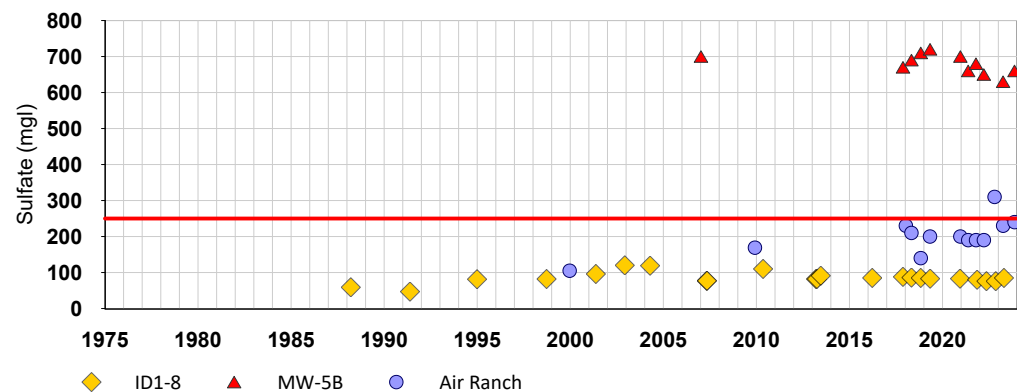
North Management Area



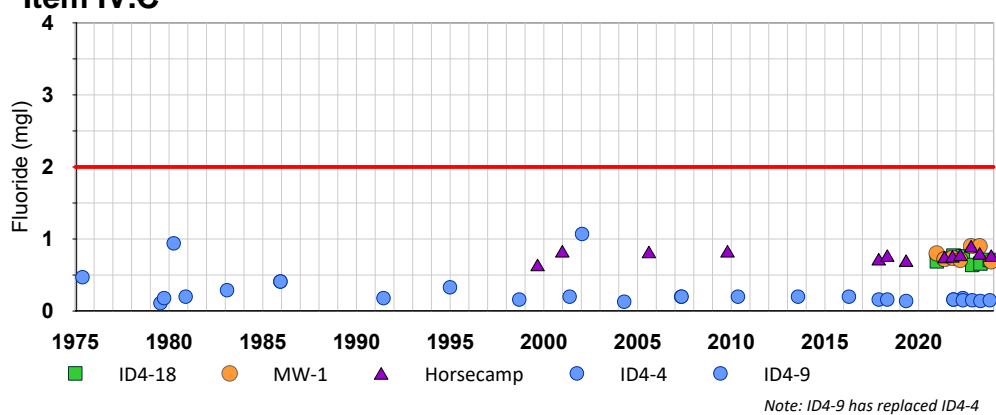
Central Management Area



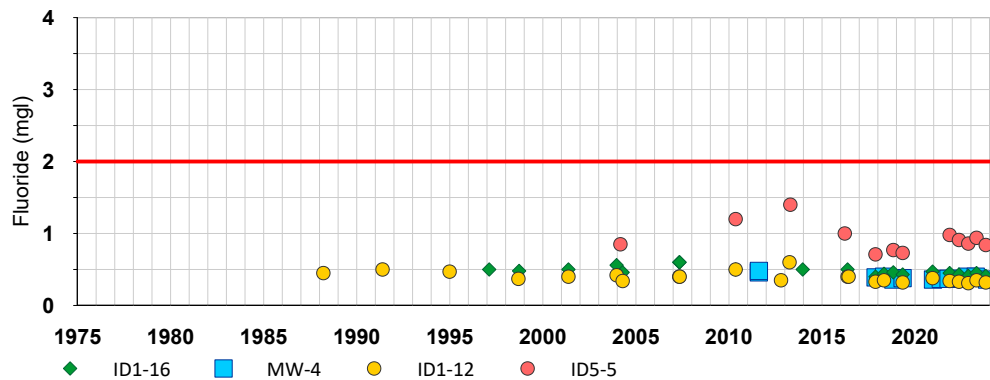
South Management Area



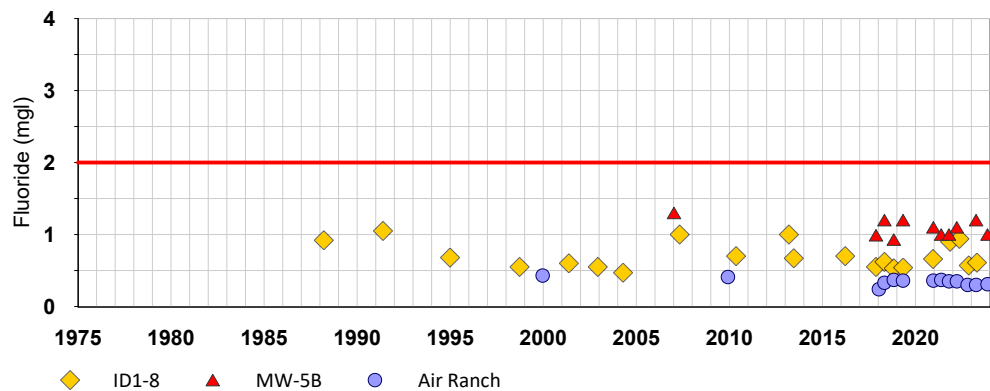
North Management Area



Central Management Area



South Management Area



Wells by Principal Aquifer

- △ Upper
- Upper and Middle
- Middle and Lower
- ◇ Lower
- ◇ Upper, Middle, and Lower

Maximum Contaminant Level

- Primary MCL

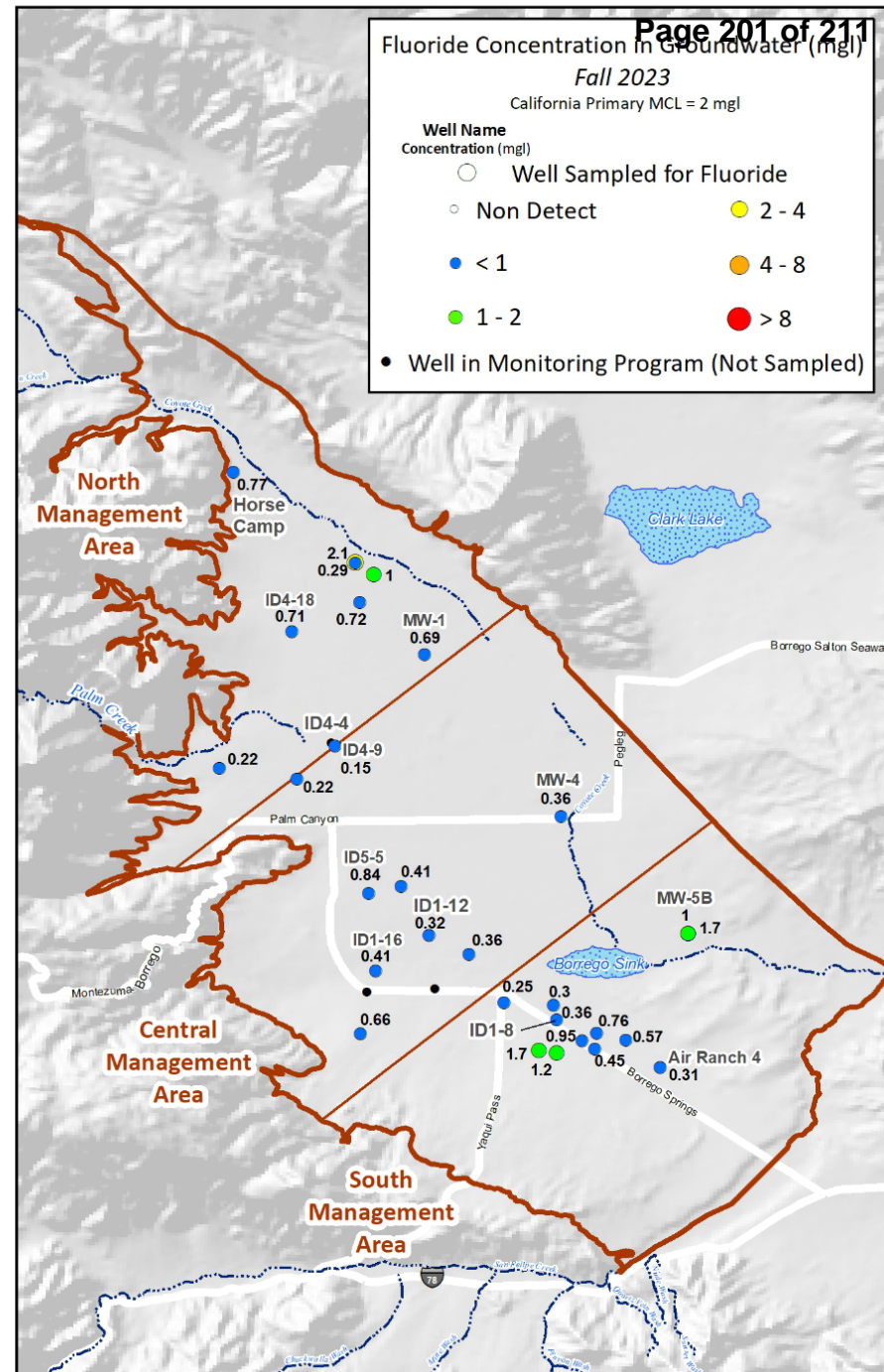


Figure 9

Fluoride in Groundwater

Table 1. Groundwater Level and Quality Monitoring Network and Wells Monitored in Fall 2023

Local Well Name	State Well ID	Well Use	Groundwater Monitoring Network				Comments
			Water Level		Water Quality		
			Method if in program ⁽¹⁾	Fall 2023	Well in program?	Fall 2023	
North Management Area							
ID4-18*	010S006E18J001S	Public Supply	transducer	x	yes	x	
ID4-3*	010S006E18R001S	Observation	manual	x			
ID4-4*	010S006E29K002S	Observation	manual	x			
ID4-9	010S006E29K003S	Public Supply	transducer	x	yes	x	
MW-1*	010S006E21A002S	Observation	transducer	x	yes	x	Transducer replaced in Fall 2023.
Evans	010S006E21E001S	Observation	manual	x			
Horse Camp	009S006E31E003S	Other	manual	x	yes	x	
Fortiner #1*	010S006E09N001S	Domestic	manual	x	yes	x	
Auxiliary Well 3	010S005E25R002S	Other	manual	x			Transducer and direct read cable installed in Fall 2023.
Auxiliary Well 2	010S005E25R001S	Other			yes	x	
T2 Farms	010S006E09C001S	Irrigation			yes	x	Unable to measure GWL due to sounding tube obstruction.
MW-6S	010S06E08A003S	Observation	manual	x	yes	x	
MW-6D	010S06E08A002S	Observation	manual	x	yes	x	
Central Management Area							
Anzio/Yaqui Pass	011S006E22E001S	Observation	manual	x			
BSR Well 6	011S006E09B002S	Irrigation	manual	x	yes	x	
Cameron 2	011S006E04F001S	Observation	manual	x			
County Yard	011S006E15G001S	Industrial	manual	x	yes	x	
ID1-10	011S006E22D001S	Public Supply	manual	x	yes		Unable to sample for GWQ in Fall 2023 due to construction.
ID1-12*	011S006E16A002S	Public Supply	transducer	x	yes	x	
ID1-16*	011S006E16N001S	Public Supply	transducer	x	yes	x	
ID4-1*	010S006E32R001S	Observation	manual	x			
ID4-10	011S006E18L001S	Observation	manual	x			
ID4-11*	010S006E32D001S	Public Supply	transducer	x	yes	x	
ID4-2	011S006E07K003S	Observation	manual	x			
ID4-5	010S006E33Q001S	Observation	manual	x			
ID5-5*	011S006E09E001S	Public Supply	transducer	x	yes	x	
MW-4	010S006E35Q001S	Observation	manual	x	yes	x	
Paddock	011S006E22B001S	Observation	manual	x			
Palleson	010S006E33J001S	Observation	manual	x			
Wilcox	011S006E20A001S	Public Supply	manual	x	yes		Unable to sample for GWQ in Fall 2023 due to construction.
Hanna (Flowers)	010S006E14G001S	Observation	manual	x			Transducer and direct read cable installed in Fall 2023.
Airport 2*	010S006E35N001S	Observation	manual				Unable to measure GWL in Fall 2023 due to collapsed well casing.
Terry Well	011S006E20R001S	Irrigation	manual	x	yes	x	
South Management Area							
Air Ranch Well 4*	011S007E30L001S	Public Supply	manual	x	yes	x	
Army Well	011S006E34A001S	Observation	manual	x			
Hayden (32Q1)	011S007E32Q001S	Observation	manual	x			
ID1-8	011S006E23J001S	Public Supply	transducer	x	yes		Unable to sample for GWQ in Fall 2023 due to well maintenance.
JC Well	011S006E24Q001S	Observation	transducer	x			
La Casa	011S006E23E001S	Irrigation	manual	x	yes	x	
MW-3*	011S006E23J002S	Observation	transducer	x	yes	x	
MW-5A*	011S007E07R001S	Observation	transducer	x	yes	x	Transducer replaced in Fall 2023.
MW-5B*	011S007E07R002S	Observation	transducer	x	yes	x	Transducer and direct read cable removed in Fall 2023.
RH-1 (ID1-1)*	011S006E25A001S	Recreation	transducer	x	yes	x	
RH-2 (ID1-2)	011S006E25C001S	Recreation	transducer	x	yes	x	Transducer replaced in Fall 2023.
RH-3	011S006E25C002S	Recreation	transducer	x	yes	x	
RH-4	011S006E24Q002S	Recreation	transducer	x	yes	x	Unable to download transducer Fall 2023 due to technical issues. Manual GWL was measured.
RH-5	011S006E26B001S	Recreation	transducer	x	yes	x	
RH-6	011S006E26H001S	Recreation	transducer	x	yes	x	Transducer replaced in Fall 2023.
WWTP	011S006E23H001S	Observation	transducer	x	yes	x	
Bing Crosby Well	011S007E20P001S	Observation	manual	x			
Outside Borrego Springs Subbasin							
State Well	012S007E03L001S	Observation	manual	x			
Nel Well	012S007E04R001S	Observation	manual	x			
Wells not included in the groundwater level or groundwater quality monitoring program are greyed out.							
*Representative Monitoring Well with defined Minimum Thresholds and Measurable Objectives, as identified in Table 3-4 and Table 3-5 of the GMP							
(1) Wells denoted with "transducer" have a pressure transducer installed that continuously records water level measurements on a high frequency interval (15-minutes to 1 hour)							

Wells not included in the groundwater level or groundwater quality monitoring program are greyed out.

*Representative Monitoring Well with defined Minimum Thresholds and Measurable Objectives, as identified in Table 3-4 and Table 3-5 of the GMP

(1) Wells denoted with "transducer" have a pressure transducer installed that continuously records water level measurements on a high frequency interval (15-minutes to 1 hour)

Table 2. Current Groundwater Elevations at Representative Monitoring Wells Compared to Miniumum Threshold				
Local Well Name	State Well ID	Fall 2023 Groundwater Elevation ^(a) (ft-msl)	Minimum Threshold ^(b) (ft-msl)	Fall 2023 Groundwater Elevation minus Minimum Threshold (ft)
		<i>a</i>	<i>b</i>	<i>c = a-b</i>
North Management Area				
MW-1	010S006E21A002S	373.97	336	38.2
ID4-3	010S006E18R001S	374.34	336	38.4
Fortiner	010S006E09N001S	374.99	331	44.2
ID4-18	010S006E18J001S	369.66	330	39.3
ID4-4	010S006E29K002S	363.63	128	236.1
Central Management Area				
ID4-1	010S006E32R001S	389.11	359	30.5
Airport 2	010S006E35N001S	401.96	381	21.4
ID1-16	011S006E16N001S	382.13	355	26.7
ID4-11	010S006E32D001S	374.35	164	210.6
ID1-12	011S006E16A002S	385.14	285	100.5
ID5-5	011S006E09E001S	385.71	176	209.4
South Management Area				
MW-5A	011S007E07R001S	407.46	396	11.5
MW-5B	011S007E07R002S	406.43	395	11.6
MW-3	011S006E23J002S	447.12	438	9.4
Air Ranch	011S007E30L001S	469.55	462	7.7
RH-1	011S006E25A001S	467.38	459	8.5
<p>(a) If a water level was not measured in Fall 2023, an "estimated static" groundwater elevation was selected based on recent trends in groundwater elevation at the well and nearby wells, and knowledge of the influence of nearby pumping. Estimated values are shown in <i>blue italic font</i> . In Fall 2023 is the Airport 2 well; the well casing collapsed prior to the Fall 2023 Semi-Annual Monitoring Event.</p> <p>(b) <i>Italic values</i> are Minimum Thresholds established based on the top of the well screen. All other Minimum Thresholds are based on model results from the Borrego Valley Hydrologic Model (BVHM). All Minimum Thresholds in the GMP have been converted to feet above mean sea level.</p>				

Table 3. Groundwater Level Trends at Representative Monitoring Wells
Fall 2019 to Fall 2023

Local Well Name	State Well ID	Fall 2019 Groundwater Elevation ^(a,b) (ft-msl)	Fall 2023 Groundwater Elevation ^(c) (ft-msl)	Change in Groundwater Elevation since Fall 2019 (ft)	Rate of Change Groundwater Elevation since Fall 2019 (ft/yr)	Historical Rate of Change in Groundwater Elevation ^(d) (ft/yr)
		<i>a</i>	<i>b</i>	<i>c = b-a</i>	<i>d = c/(2023 - 2019)</i>	
North Management Area						
MW-1	010S006E21A002S	374.76	373.97	-0.8	-0.2	-2.14
ID4-3	010S006E18R001S	377.96	374.34	-3.6	-0.9	-2.09
Fortiner	010S006E09N001S	376.82	374.99	-1.8	-0.5	-2.48
ID4-18	010S006E18J001S	374.36	369.66	-4.7	-1.2	-2.31
ID4-4	010S006E29K002S	375.06	363.63	-11.4	-2.9	-2.73
Central Management Area						
ID4-1	010S006E32R001S	391.66	389.11	-2.6	-0.6	-1.39
Airport 2	010S006E35N001S	405.60	401.96	-3.6	-0.9	-1.67
ID1-16	011S006E16N001S	388.42	382.13	-6.3	-1.6	-0.95
ID4-11	010S006E32D001S	386.44	374.35	-12.1	-3.0	-2.29
ID1-12	011S006E16A002S	385.94	385.14	-0.8	-0.2	-1.51
ID5-5	011S006E09E001S	387.64	385.71	-1.9	-0.5	-0.85
South Management Area						
MW-5A	011S007E07R001S	409.92	407.46	-2.5	-0.6	-0.74
MW-5B	011S007E07R002S	408.80	406.43	-2.4	-0.6	-0.74
MW-3	011S006E23J002S	451.68	447.12	-4.6	-1.1	-5.84
Air Ranch	011S007E30L001S	470.85	469.55	-1.3	-0.3	-0.5
RH-1	011S006E25A001S	467.87	467.38	-0.5	-0.1	-0.94

(a) Fall 2019 is the start of Physical Solution Implementation Period.

(b) If a Fall 2019 water level was not measured, an "estimated static" groundwater elevation was selected based on recent trends in groundwater elevation at the well and nearby wells, and knowledge of the influence of nearby pumping. Estimated values are shown in *blue italic font*.

(c) If a water level was not measured in Fall 2023, an "estimated static" groundwater elevation was selected based on recent trends in groundwater elevation at the well and nearby wells, and knowledge of the influence of nearby pumping. Estimated values are shown in *blue italic font*. In Fall 2023 is the Airport 2 well; the well casing collapsed prior to the Fall 2023 Semi-Annual Monitoring Event.

(d) Historical rate of change in groundwater level is based on pre-fall 2018 groundwater levels as reported in the GMP (Dudek, 2020).

Table 4. Water Quality Standard Exceedance Report
Fall 2023

Owner	Well Name	State Well ID	Well Use	Analyte (unit)	Date	Result	US EPA Primary MCL ⁽¹⁾	US EPA Secondary MCL ⁽²⁾	California Primary MCL ⁽³⁾	California Secondary MCL ⁽⁴⁾
Borrego Air Ranch	Air Ranch Well 4	011S007E30L001S	Public Supply	TDS (mg/L)	11/14/2023	710		500		500-1,000
Borrego Water District	ID4-18	010S006E18J001S	Public Supply	Sulfate (mg/L)	10/19/2023	270		250		250
				TDS (mg/L)	10/19/2023	620		500		500-1,000
	MW-4	010S006E35Q001S	Observation	Sulfate (mg/L)	11/14/2023	260		250		250
				TDS (mg/L)	11/14/2023	530		500		500-1,000
	MW-5A	011S007E07R001S	Observation	Chloride (mg/L)	11/13/2023	310		250		250-500
				TDS (mg/L)	11/13/2023	1000		500		500-1,000
	MW-5B	011S007E07R002S	Observation	Sulfate (mg/L)	11/13/2023	660		250		250
				TDS (mg/L)	11/13/2023	1400		500		500-1,000
	WWTP	011S006E23H001S	Observation	TDS (mg/L)	11/13/2023	590		500		500-1,000
	MW-6S	010S006E08A002S	Observation	Sulfate (mg/L)	11/13/2023	410		250		250
				TDS (mg/L)	11/13/2023	960		500		500-1,000
CWC Casa del Zorro LLC	La Casa	011S006E23E001S	Public Supply	Fluoride (mg/L)	11/13/2023	2.1		2	2	
				TDS (mg/L)	11/13/2023	620		500		500-1,000
Private	Fortiner	010S006E09N001S	Other	TDS (mg/L)	11/12/2023	1100		500		500-1,000
				Nitrate-Nitrogen (mg/L)	11/12/2023	22.6	10		10	
				Sulfate (mg/L)	11/12/2023	460		250		250
State of California, Department of Parks and Recreation	Horse Camp	009S006E31E003S	Other	Sulfate (mg/L)	11/16/2023	290		250		250
				TDS (mg/L)	11/16/2023	690		500		500-1,000
	Auxiliary 2	010S005E25R001S	Other	TDS (mg/L)	11/16/2023	530		500		500-1,000
T2 Borrego LLC (Rams Hill)	RH-3	011S006E25C002S	Irrigation	Arsenic (mg/L)	11/15/2023	0.016	0.01		0.01	
	RH-4	011S006E24Q002S	Irrigation	Arsenic (mg/L)	11/15/2023	0.017	0.01		0.01	
				TDS (mg/L)	11/15/2023	630		500		500-1,000
	RH-6	011S006E26H001S	Irrigation	Arsenic (mg/L)	11/15/2023	0.018	0.01		0.01	
T2 Farms	T2 Farms	010S006E09C001S	Irrigation	Sulfate (mg/L)	11/13/2023	300		250		250
				TDS (mg/L)	11/13/2023	640		500		500-1,000

Note: Notification levels are health-based advisory levels established by CDPH for chemicals in drinking water that lack maximum contaminant levels (MCLs). When chemicals are found at concentrations greater than their notification levels, certain requirements and recommendations apply. State law requires timely notification of the local governing bodies by drinking water systems whenever a notification level is exceeded in a drinking water source.

1) US EPA Primary MCLs are federally enforceable limits for chemicals in drinking water and are set as close as feasible to the corresponding EPA MCLG.

2) US EPA Secondary MCLs or National Secondary Drinking Water Regulations are non-enforceable guidelines regulating contaminants that may cause cosmetic effects (such as skin or tooth discoloration) or aesthetic effects (such as taste, odor, or color) in drinking water. EPA recommends secondary standards to water systems but does not require systems to comply. However, states may choose to adopt them as enforceable standards.

3) California Primary MCLs are set by the Department of Public Health analogous to EPA Primary MCLs. Primary MCLs are enforceable at the state level.

4) California Secondary MCLs are defined in the California Code of Regulation Title 22 and are set to be based on aesthetic considerations (taste, odor, color) for consumer acceptance. Some Secondary MCLs have recommended and upper limits.

**Borrego Springs Watermaster
Board of Directors Meeting
February 8, 2024
AGENDA ITEM IV.D**

To: Board of Directors
From: Andy Malone, Technical Consultant
Date: February 5, 2024
Subject: Status Update on the Redetermination of the Sustainable Yield

<input checked="" type="checkbox"/> Recommended Action	<input type="checkbox"/> Provide Direction to Staff	<input type="checkbox"/> Information and Discussion
<input type="checkbox"/> Fiscal Impact	<input type="checkbox"/> Cost Estimate: \$	

Recommended Action

Authorize the Technical Consultant to call ad-Hoc TAC meetings during the Redetermination of the Sustainable Yield.

Fiscal Impact: Redetermination of the Sustainable Yield is included in the WY 2024 Budget. An additional budget of \$9,848 for ad-hoc requests of the TAC is available to utilize in WY 2024 to support additional meetings.

Background and Previously Related Actions by the Board

Section II.E of the Judgment requires the Sustainable Yield to be redetermined by January 1, 2025 through a process that includes: collecting additional data, refining the Borrego Valley Hydrologic Model (BVHM), and using model runs to update the Sustainable Yield. The Watermaster Board approved a scope of work and budget for water year (WY) 2023 and 2024 to update the BVHM and Redetermine the Sustainable Yield by 2025.¹ The scope of work includes the following tasks:

Task 1 – Compare FMP-estimated Pumping to Actual Pumping for WY 2022

Task 2 – Update Water-Use Factors in the FMP

Task 3 – Correct Errors Identified in the 2021 BVHM

Task 4 – Model Recalibration

Task 5 – Determine the Sustainable Yield

At the January 8, 2024 Regular Board meeting, the Board requested that monthly status updates on the efforts to redetermine the Sustainable Yield be presented during its Regular Board meetings in 2024.

¹https://borregospringswatermaster.com/wp-content/uploads/2023/02/TAC-Recommendation-Report_SY-2023-24_final.pdf

Status Update on the Effort to Redetermine the Sustainable Yield by 2025

To-date, West Yost has completed Tasks 1 through 3 of the scope of work and is currently executing Task 4 – *Model Recalibration*.

The following work was performed in January 2024:

- Scheduled the next TAC meeting for May 1, 2024. The objectives for this meeting will be to discuss (i) the results of performing Task 4 – *Model Recalibration* and, (ii) draft Sections 1-4 of the 5-Year Assessment Report for the Groundwater Management Plan (GMP).
- Informed the TAC on the schedule and process for performing Task 4 – *Model Recalibration*, which will include:
 - Periodic outreach with the TAC during the execution of Task 4 to facilitate TAC input and buy-in on the methods and results of model recalibration.
 - Distributing the preliminary results of Task 4 to the TAC via email prior to the distribution of a technical memorandum and/or TAC meeting. An interim meeting may be needed to support review of the draft results.
- Began work on Task 4 – *Model Recalibration*, which includes:
 - Researching historical irrigation practices to develop and constrain historical On-Farm Efficiencies (OFE) values
 - Selecting calibration targets and data
 - Selecting parameters and pilot points for model recalibration

In February 2024, work will be focused on Task 4. The milestones for the remainder of February are:

- Prepare summary materials on the initial steps to perform Task 4 – *Model Recalibration* and distribute to the TAC for review. The materials will describe the following:
 - Estimates of historical OFE that will be used during model recalibration to reflect the evolution of historical irrigation practices in the Borrego Valley
 - Calibration targets and data
 - Pilot points and initial model parameters for model recalibration
 - Responses to TAC comments on prior work and prior TAC meetings related to the Sustainable Yield

The TAC will be given one week to review and provide comments on the summary materials. This interim review step was added to the process at the request of the TAC and will improve the review process. However, to stay on schedule, a shorter timeframe for review is necessary compared to the two-weeks specified in the TAC Guidelines.²

² Available on the Watermaster's website at: <https://borregospringswatermaster.com/wp-content/uploads/2023/03/Resolution-23-01-Guidelines-for-TAC-Process-Executed.pdf>

Request to Authorize Ad-Hoc TAC Meetings

Throughout the process to Redetermine the Sustainable Yield, the TAC and West Yost will continue working in an iterative process consistent with TAC Guidelines where TAC feedback is requested on draft materials and during TAC meetings, and ultimately incorporating feedback, where appropriate, into the final deliverables. At the January 8, 2024 Board meeting, the Board discussed the potential need for the TAC to hold additional focused TAC meetings (in addition to the planned, longer form TAC meetings) to review interim results and more quickly understand potential differences of opinion in the event that phone calls and/or emails are insufficient. Typically, the Board reviews and approves TAC agendas ahead of TAC meetings. Given the workload and timeline for completing the redetermination of the Sustainable Yield, Staff sees a need for a modified interim process to ensure timely completion of the work to meet Court deadlines. West Yost recommends the following interim procedures for scheduling, holding, and notifying the public of any additional focused TAC meetings:

- The Board "pre-authorize" the Technical Consultant to call additional TAC meetings, as deemed necessary to advance the work to Redetermine the Sustainable Yield and work towards TAC consensus. The meetings will be short, one-hour meetings to address specific issues related to the Sustainable Yield scope of work. West Yost estimates each additional TAC meeting would cost approximately \$2,000. The WY 2024 budget includes of \$9,848 for ad-hoc requests of the TAC which can be utilized to support these additional meetings if Staff determines they cannot be covered within the grant budget available. Either the Technical Consultant or a TAC member can request an additional TAC meeting for Sustainable Yield-related topics to be discussed. All TAC members will be polled for consensus that the meeting is needed. The meeting will be called if a majority of TAC members agree a discussion would be beneficial.
- West Yost Staff will schedule the ad-hoc TAC meeting and conduct a modified TAC meeting process (as follows) due to time and budget constraints:
 - Meeting agendas will be focused exclusively on efforts to redetermine the Sustainable Yield. No other topics will be agendized and/or discussed.
 - Meetings will not exceed one-hour in duration.
 - Ad-hoc TAC meetings will be open to the public and noticed at least 24 hours in advance. Supporting materials will be provided, however, formal staff memos will not be prepared.
 - Watermaster Staff will not generate formal meeting meetings. Key decisions will be documented and circulated in email form in lieu of meeting minutes.
 - Interim TAC meetings will be recorded and the recordings will be posted to the Watermaster's website.
 - Public comments will be reserved at the start of the meeting for a period not exceeding 10 minutes. No public questions or comments will be accepted during the working portion of the meeting. Additional public comments will be accepted via email to the Technical Consultant and circulated to the TAC for consideration at a future, formal TAC meeting.

- A report-out of ad-hoc TAC meetings will be provided at the following Regular Board meeting as part of the standing agenda item for the status update on the Redetermination of the Sustainable Yield.

**Borrego Springs Watermaster
Board of Directors Meeting
February 8, 2024
AGENDA ITEM VI**

To: Board of Directors
From: Samantha Adams, Executive Director
Date: February 5, 2024
Subject: Establishing Agenda for March 14, 2024 Regular Board Meeting

Process

To set the March agenda, the Board will:

1. Review the initial March agenda topics planned by Staff, as listed below
2. Review the April and May tentative topics planned by Staff and previously requested items by Board members, as listed below (if any)
3. List out additional items that have arisen during the February 8, 2024 Board meeting (such as during public comment)
4. Call on Directors to request additional items for consideration of inclusion on the March 2024 or other future agenda
5. Consider motion(s) to approve the agenda (the agenda can be approved in a single motion or multiple motions to cover each item). The Agenda/items are approved by majority vote (3 of 5 directors)

Staff's Initial Agenda for March Regular Meeting

The March 14, 2024 Regular meeting (held virtually) will include all standard items of: public correspondence, consent calendar (meeting minutes, financial reports, staff invoices, etc.), verbal Staff and Chair reports, establishing the agenda for the subsequent meeting, Board member comments, listing of future meeting dates, and adjournment.

In addition to the standard items, the initial agenda planned by Staff for March 2024 includes the following business items for consideration and possible action:

1. Consideration of Approval of the Water Year 2023 Annual Report
2. Consideration of Approval of Board Resolution Clarifying Carryover Transfers and Accounting
3. Consideration of Approval of the April TAC Meeting Agenda
4. Overview and Discussion of Grant-Funded Work to Address Abandoned Wells
5. Status Update on the Redetermination of the Sustainable Yield

Staff's Tentative Topics for April and May

April Agenda Topics

1. WY 2025 Budget Scoping
2. Consideration of Approval of EWG meeting agenda (tentative)
3. Status Update on the Redetermination of the Sustainable Yield

May Agenda Topics (In-Person)

1. Q2 WY 2024 Budget status review
2. Draft WY 2025 Budget
3. WY 2024 Mid-Year Pumping Report
4. Status Update on the Redetermination of the Sustainable Yield
5. Status Update on the 5-Year Assessment of the GMP
6. Status Update on the Biologic Restoration of Fallowed Lands Project