

Attachment  
**7**

**Coachella Valley Integrated Regional Water Management**  
**2019 IRWM Implementation Grant Proposal**  
**Disadvantaged Community Assistance**

Attachment 7 consists of the following information for each project claiming benefits to a disadvantaged community (DAC):

1. **Percentage of Project Benefits Provided to a DAC**
2. **Map of Project Benefit Area and Location of DAC**
3. **Letters of Support**
4. **Justification of Alternative Data**

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### DAC Definition

As defined by DWR, DACs are Census geographies with an annual median household income (MHI) that is less than 80% of the Statewide annual MHI. Severely Disadvantaged Communities (SDAC) are Census geographies having less than 60% of the Statewide annual MHI. Data from the American Community Survey (ACS) of the U.S. Census for the years 2012-2016 shows:

- 2018 Statewide MHI: \$63,7831
- 2018 DAC (80% of Statewide MHI): \$51,026
- 2018 SDAC (60% of Statewide MHI): \$38,272

Areas mapped on DWR's DAC Mapping Tool (<https://gis.water.ca.gov/app/dacs/>) are considered DAC.

### Funding Match Waiver

This proposal includes two requests for funding match waiver:

- *Castro Mobile Home Park Water (MHP) Consolidation* is requesting a cost share waiver. The entire project area is **100% DAC** and will connect the Castro MHP to the Coachella Water Authority (CWA) potable water system. This project will improve water quality and supply reliability for the DAC. This project addresses contamination per the requirements of AB1249, as it provides safe drinking water to a small DAC (<10,000 people) with hexavalent chromium contamination.
- *CV Water Counts Regional Conservation Program* is requesting a DAC waiver for the activities located with CWA's service area, which include the Turf Removal Program and the Conservation Incentives Program. The combined service areas of the CVRWMG agencies are **58% DAC**, which makes *CV Water Counts* eligible for up to 75% cost share waiver per the 2019 Final PSP. CWA is **98% DAC** and these conservation programs will help those disadvantaged residents and businesses to reduce their water demands.

Three other projects in this Proposal directly benefit DACs, but are not requesting a funding match waiver:

- *East Coachella Valley Water Supply Project – Avenue 66 Phase 2B* is NOT requesting a cost share waiver. The *Avenue 66 Phase 2B* project would connect Manuela Garcia MHP, a privately-owned tribal **100% DAC** small water system to the CVWD domestic water system. This project will directly improve water quality and supply reliability for the DAC. This project addresses contamination per the requirements of AB1249, as it provides safe drinking water to a small DAC (<10,000 people) with arsenic contamination.
- *Groundwater Quality Protection Project Sub Area M2-1* is NOT requesting a cost share waiver. The project area is **100% DAC** and will bring 318 parcels into MSWD's sewer system. This will allow the area to remove septic systems prone to failures, overflows and other issues, and improve groundwater basin water quality through wastewater treatment.
- *East Coachella Valley Septic to Sewer Conversion – Monroe Street* is requesting a cost share waiver. The entire project area is **100% DAC** and will connect this DAC mobile home park to CVWD's sewer system. This project will remove failing septic systems within the Torres-Martinez Band of Desert Cahuilla Indians' Avenue 64 housing subdivision and help protect the community's groundwater quality from pathogens and nitrate loading.

One project in this Proposal indirectly benefits DACs and is not eligible for a funding match waiver:

- *Non-Potable Water System – Hovley Lane East Project* is NOT requesting a cost share waiver. The project area is not DAC but will reduce the amount of imported water required for groundwater replenishment, which will help keep potable water costs low throughout the region, including the nearby DACs.

### Documentation of Presence and Needs of a DAC

MHIs in the Coachella Valley IRWM Region were estimated through an analysis of the 2016 ACS data at the Census tract and block-group levels. Census tracts are small, relatively permanent geographic entities within counties delineated by a committee of local data users. Block-groups are similar to Census tracts, only at a finer scale (i.e., block groups are nested within Census tracts). Past DAC mapping with ACS data has shown that Census tracts designated as DAC do not always reflect the Region's understanding of where DACs are located. This may be a reflection of the scale of the data, the fact that Census tracts do not

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<sup>1</sup> US Census Bureau - Median Household Income (in 2016 dollars), 2012-2016.



directly align with Region boundaries, or data gaps related to the demographic of the DAC population, which in many places may be reluctant to accurately respond to Census and survey takers.

To better understand DACs in the Region (location, needs, etc.), the CVRWMG completed the *Disadvantaged Community Outreach Demonstration Program* (DAC Outreach Program) concurrent with the *2014 Coachella Valley IRWM Plan*. Findings of the DAC Outreach Program were incorporated into the *2014 Coachella Valley IRWM Plan* as Volume II. The DAC Outreach Program initially mapped the location of DACs using Census and ACS data, then refined the mapping with an ESRI Community Analysis, and further refined and verified the location of DACs with field surveys conducted by local non-profit partners. The CVRWMG is currently building on the 2014 DAC Outreach Program through the 2019 Water Needs Assessment for the entire Colorado River Funding Area. DAC mapping and information is being updated for each of the IRWM regions in the Funding Area, as well as the non-IRWM areas in the Eastern Counties.

**Figure 7-1** shows the location of DACs within the Coachella Valley. As shown, **66% of the CVRWMG area is DAC**. In addition, **40% of the CVRWMG area is classified as SDAC**. Five of the projects in this Proposal directly benefit a DAC: *Castro Mobile Home Park Water Consolidation*, *CV Water Counts Regional Conservation Program*, *East Coachella Valley Septic to Sewer Conversion – Monroe Street*, *East Coachella Valley Water Supply Project – Avenue 66 Phase 2B*, and *Groundwater Quality Protection Project Sub Area M2-1*. Only the *Non-Potable Water System – Hovley Lane East* does not directly benefit DACs, though it does indirectly contribute to groundwater basin sustainability which indirectly benefits DACs throughout the valley.

### Water-Related Needs of DACs in the Coachella Valley

As documented in the *2018 Coachella Valley IRWM/SWR Plan*, the Coachella Valley has a wide range of DACs from different demographics, including migrant and seasonal farm workers, low-income families, low-income seniors, and others. Several water management issues specific to DACs were identified, including drinking water supply and water quality, sanitation needs, flooding concerns, and maintaining the affordability of water.

Through the DAC Outreach Program survey process, three primary water-related concerns were consistently raised by DAC stakeholders: water supply (drinking water), wastewater, and flooding. Further, through development of the *2014 Coachella Valley IRWM Plan* and the *2010 Coachella Valley IRWM Plan*, stakeholders identified that maintaining water affordability is a primary concern to residents and is of specific concern to DACs that may be disproportionately affected by rate increases. Because the issue of water affordability consistently rose to the top of issues expressed by stakeholders, the CVRWMG included “maintain affordability of water” as an objective of the IRWM Plan (Objective M). Additional information on DAC needs and issues can be found in the *2018 Coachella Valley IRWM/SWR Plan* in *Chapter 4, Disadvantaged Communities*. Of the primary water-related concerns identified by DACs, stakeholders considered wastewater needs and drinking water quality the most critical with specific focus on the following:

- Wastewater systems that require maintenance and DAC residents’ interest in better understanding of how to maintain onsite wastewater systems to avoid failures, overflows, and other issues
- Faulty septic systems that require rehabilitation or, where feasible, connection to municipal sewer systems
- Education on the source of water supply to help individuals learn who is responsible for regulating, testing, and ensuring quality drinking water and knowing who to contact when issues arise
- Lack of access in some areas to clean drinking water (either due to lack of municipal services or through some source of contamination between the meter and the tap) and need for onsite water treatment systems or alternative water supplies, which can be cost-prohibitive

While there are DACs located throughout the Coachella Valley, the survey conducted through the DAC Outreach Program found that the most dire and pressing issues tend to be found in places where DACs do not receive municipal water supply or wastewater services. Such areas are most heavily concentrated in the eastern Coachella Valley, southeast of the cities of Indio and Coachella. Within the eastern Coachella Valley, the survey indicated the presence of many small MHP communities that rely on onsite drinking water systems that were in a notable state of disrepair. Specifically, surveyors noted onsite leaking and ponding of water, pipes that were corroding or breaking, and pipes that were not properly connected or jointed and could therefore potentially carry contaminated water into the mobile home units.

In 2019, CVWD completed the *East Coachella Valley Water Supply Project* to address prioritization of failing small water systems in need of consolidation. This effort, in coordination with its DAC Infrastructure Task Force evaluated the current and projected water demand, infrastructure expansion, and energy requirements to deliver the water, and the associated planning level capital



and O&M costs for each of the prospective consolidation projects. These small water systems were then grouped into clusters based on their relative proximity to each other. The top ranked project was the “Saint Anthony MHP Consolidation,” which consists of consolidating Manuela Garcia MHP, Seferino Huerto MHP and Saint Anthony MHP into the CVWD domestic water system.<sup>2</sup> The *Avenue 66 Phase 2B* project included in this proposal is a portion of the Saint Anthony MHP Consolidation – it connects the closest small water system, at Manuela Garcia MHP, to the existing CVWD water main at Polk Street. CVWD then completed a comparable *East Coachella Valley Sanitation Priorities*<sup>3</sup> effort to prioritize consolidation to its sanitation system. As noted in the *Monroe Street* workplan included in *Attachment 4 Work Plan*, the *Monroe Street* project was ranked number four in the August 2019 *Technical Memorandum: Sanitation Priorities*. The three projects that were ranked higher will still be completed; however, the *Monroe Street* project was included for this application due to its readiness to proceed with construction.

Each of the projects included in this Proposal implement some form of education, and by virtue of their being implemented in DACs, recognize and support DACs. Further, projects that address water supply reliability or otherwise help to reduce the frequency or magnitude of future water rate increases benefits DACs, which may be disproportionately impacted by water cost increases. Projects that seek to increase water supply reliability and maintain the affordability of water directly address Objective M of the 2018 *Coachella Valley IRWM/SWR Plan*, which seeks to maintain affordability of water.

### Project Consistency with Water-Related Needs of DACs

Four of the six projects included in this Proposal will directly address water-related needs of **100% DAC areas** as described in the 2018 *Coachella Valley IRWM/SWR Plan*. The fifth project, *CV Water Counts*, will vary in its DAC benefits depending on where the turf reduction projects occur. The sixth project, *Non-Potable System – Hovley Lane East* does not directly benefit a DAC. Project consistency with water-related needs of DACs is provided in the following sections.

**Figures 7-1 through 7-8** show the location of DACs in the Coachella Valley at the Census tract-level using the 2016 ACS data and ESRI Community Analysis tool and also show each of the projects included in this Proposal. While only the *Castro MHP Water Consolidation*, *East Coachella Valley Septic to Sewer Conversions – Monroe Street* and the CWA portion of *CV Water Counts* are requesting DAC waivers, five of the six projects included in the Proposal will benefit the water-related needs of local DACs, as shown in **Table 7-1**.

**Table 7-1. Project Benefits to DACs**

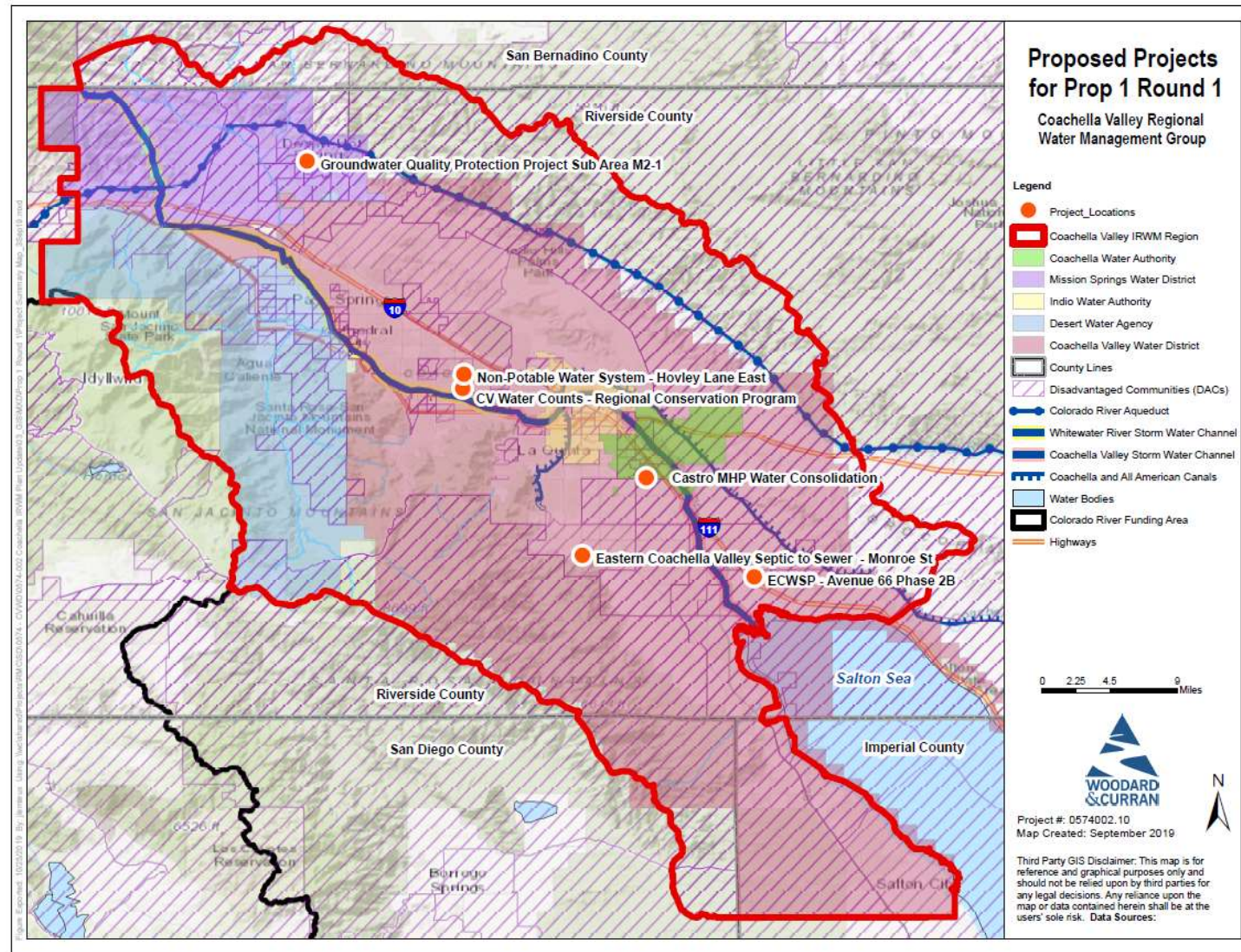
Project	Benefits to DACs	Percent DAC	Cost Share Waiver Request
Castro Mobile Home Park	Yes	100% (area)	Yes
CV Water Counts Regional Conservation Program	Possibly	CVWRMG: 58% (area)* CWA: 98% (area) MSWD: 87% (area)	Yes, for CWA only
East Coachella Valley Water Supply Project – Avenue 66 Phase 2B	Yes	100% (area)	No
Groundwater Quality Protection Project Sub Area M2-1	Yes	100% (area)	No
East Coachella Valley Septic to Sewer Conversions – Monroe St	Yes	100% (area)	Yes
Non-Potable Water System – Hovley Lane East	No	No	No

\*58% of the CVWRMG agency service area is DAC but 66% of the overall CVWRMG region is DAC.

<sup>2</sup> Technical Memorandum No.2, East Coachella Valley Water Supply Project – System Prioritization, prepared for CVWD by Woodard & Curran, October 2018.

<sup>3</sup> Technical Memorandum Sanitation Priorities, prepared for CVWD by Woodard & Curran, August 2019.

Figure 7-1: DAC Project Summary Map





## Direct Benefits to DACs

### Project 1: Castro Mobile Home Park Water Consolidation

The *Castro Mobile Home Park Water Consolidation* will bring potable drinking water to the residents of this DAC as shown in **Figure 7-2**. The MHP's well has failed and can no longer provide water to the park; additionally, the well's water quality is no longer suitable for drinking. A hole in the upper part of the well has allowed shallow groundwater to enter the well and the water now exceeds the former hexavalent chromium standard of 10 µg/L. The well will be destroyed after CWA consolidates the system. CWA is currently serving this system through a temporary highline. However, an above ground highline can be subject to vandalism and does not meet the California Waterworks Standards for construction, which means that the highline could be subject to contamination and is not considered a long-term solution. This project will construct a new distribution system within the MHP that will be owned and operated by CWA. The new distribution system will ensure that safe, reliable potable drinking water provided by CWA will be provided not just to hydrant that feeds the highline to the MHP but provided safely to each MHP unit within the park. If the MHP did not consolidate with CWA, a new groundwater well would need to be drilled and the cost of drilling the well and maintaining a public water system is higher over the life of the project than consolidating with CWA.

Castro MHP is categorized as 100% DAC by geography and as it serves less than 10,000 persons is also categorized as a small DAC. Per DWR's DAC Mapping Tool, the median household income in the 2016 tract that includes Castro MHP is \$31,615, which is less than 60% of the statewide MHI of \$38,272 and thus qualifies Castro MHP as a severely DAC. The project will provide safe and reliable drinking water and proper fire protection to the MHP residents. Being consolidated into CWA's service area means 100% of this project is improving a DAC's need for better drinking water.

### Percentage of Project Benefits Provided to a DAC

This project addresses contamination per the requirements of AB1249, as it provides safe drinking water to a small DAC (<10,000 people) with hexavalent chromium contamination. **100% of the project service area** (by geography) for Castro MHP is DAC and therefore this project will benefit a water-related need of a DAC. Connecting Castro MHP to the existing CWA water system will provide 32 AFY of clean, safe drinking water and reduce the hexavalent chromium and arsenic in their drinking water by 5 µg/L. By improving drinking water service to DACs, CWA supports these communities in avoiding environmental injustices. Consolidating small water systems with water quality issues into large water systems is typically the most cost-effective way to reduce long term water costs to these DACs.

<b>Water Supply Benefit</b>	<b>Water Quality Benefit</b>
32 AFY clean, safe drinking water	5 µg/L reduction in hexavalent chromium in drinking water to below the drinking water standard

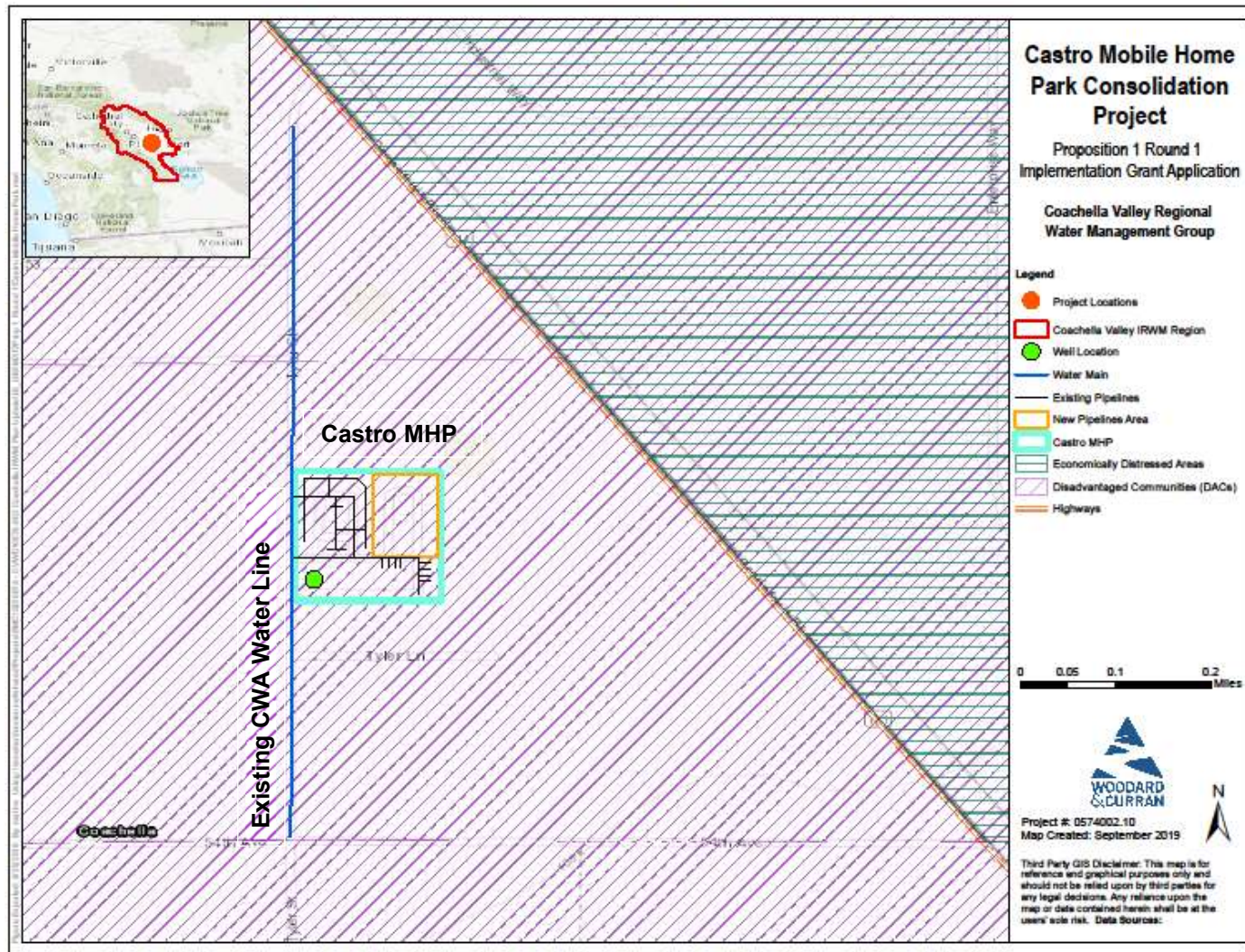
### Letters of Support

A letter of support is appended from Pueblo Unido CDC dated October 29, 2019.

### Alternative Data

No alternative data was used to determine DACs in the project area.

Figure 7-2: Castro Mobile Home Park Water Consolidation Project





### **Project 2: CV Water Counts Regional Conservation Program**

**Figure 7-3** shows the location of *CV Water Counts Regional Conservation Program* with respect to DACs. As explained in detail in *Attachment 4 Work Plan*, this project will serve the service areas of the CVWD, DWA, IWA, MSWD and CWA. Overall, the *CV Water Counts* program will address the challenges DACs and Economically Distressed Areas (EDAs) face, such as water affordability, water supply reliability, and education on water-related issues. The *Regional Turf Reduction Program* will directly benefit DACs by reducing potable water demands through water-efficient landscaping. The *Demonstration Gardens Program* will educate locals on the importance of using low-maintenance, non-water intensive plants in order to reduce water usage and in turn mitigate water costs.

For the *Regional Turf Reduction Program*, CWA, MSWD, DWA and CVWD have DACs within their service areas. DAC residents that apply for the incentive program will be directly benefited. 58% of the service area of the CVRWMG agencies is DAC and 66% of the overall CRWMG region is DAC. Water savings provided by the project directly translate into cost savings to DACs by reducing water bills, and indirectly benefits DACs through reduced water rate increases and improved water supply reliability due to decreased demand for groundwater. Additionally, CWA's turf removal program will include use of local Conservation Corps labor to help low income and elderly applicants that request assistance.

For the *Conservation Incentives Program*, CWA and MSWD are also requesting funding for their water use efficiency incentives for residential and commercial properties, namely for the toilet rebate program. As part of this program, the agencies will also update its conservation website and provide additional newsletters, press releases, and other materials to advertise the incentive programs. Approximately 98% of CWA's service area is DAC with some areas classified as SDACs with the lowest 2016 MHI within CWA boundaries at \$20,990 per DWR's DAC Mapping Tool. MSWD service area is 87% DAC and 37% SDAC with the lowest 2016 MHI within MSWD boundaries at \$25,192 per DWR's DAC Mapping Tool.

The *Demonstration Gardens Project* will include a demonstration garden in CVWD and DWA's service area. While the CVWD demonstration garden will not be located in a DAC area, the garden will be located along a "community connector" for the CV Link alternative transportation route (<http://www.coachellavalleylink.com>). The CV Link project allows for an alternative transportation route for pedestrian, bicycles and low-speed electric vehicles, such as golf carts. These transportation routes will connect the CVWD demonstration garden to the DAC areas in the community. The DWA demonstration garden will be located at the Palm Springs International Airport, which is also a CV Link destination. Maps showing the location of the demonstration gardens and their proximity to the CV Link routes are shown in **Figure 7-4**. The demonstration gardens will educate all residents, including those in DACs and EDAs, on the benefits of having drought resistant plants in their gardens. By showing the local communities the benefit of reducing water for outdoor irrigation, there will be in turn, more water supply available for other uses. This will in turn help preserve water costs and supply reliability for the Coachella Valley region.

The 2018 *Coachella Valley IRWM/SWR Plan* documents that DACs may be disproportionately affected by increased water costs and that it is an objective for the IRWM Region to maintain water affordability. This project will benefit DAC residents by providing a cost-effective way to manage the Region's groundwater resources and helping to avoid future water cost increases.

#### **Percentage of Project Benefits Provided to a DAC**

Information in **Figure 7-2** demonstrates that **66% of the CVRWMG service area** qualifies as a DAC. As such, the entirety of the project service area is not DAC, but almost the entire **CWA service area (98%)** is comprised of DAC's, with some areas that qualify as severely DAC. Therefore, these disadvantaged communities will receive project benefits. CV Water Counts will result in 88 AFY of reduced water pumping and the reduction of 60 tons carbon dioxide equivalent per year (CO<sub>2</sub>e/yr) emitted to the atmosphere.

<b>Water Supply Benefit</b>	<b>Other Benefit</b>
88 AFY of reduced groundwater pumping	60 tons reduction in CO <sub>2</sub> e/yr emitted to the atmosphere

#### **Letters of Support**

A letter of support is appended from Pueblo Unido CDC dated October 29, 2019.

#### **Alternative Data**

No alternative data was used to determine DACs in the project area.



Figure 7-3 CV Water Counts Regional Conservation Program – DAC Areas

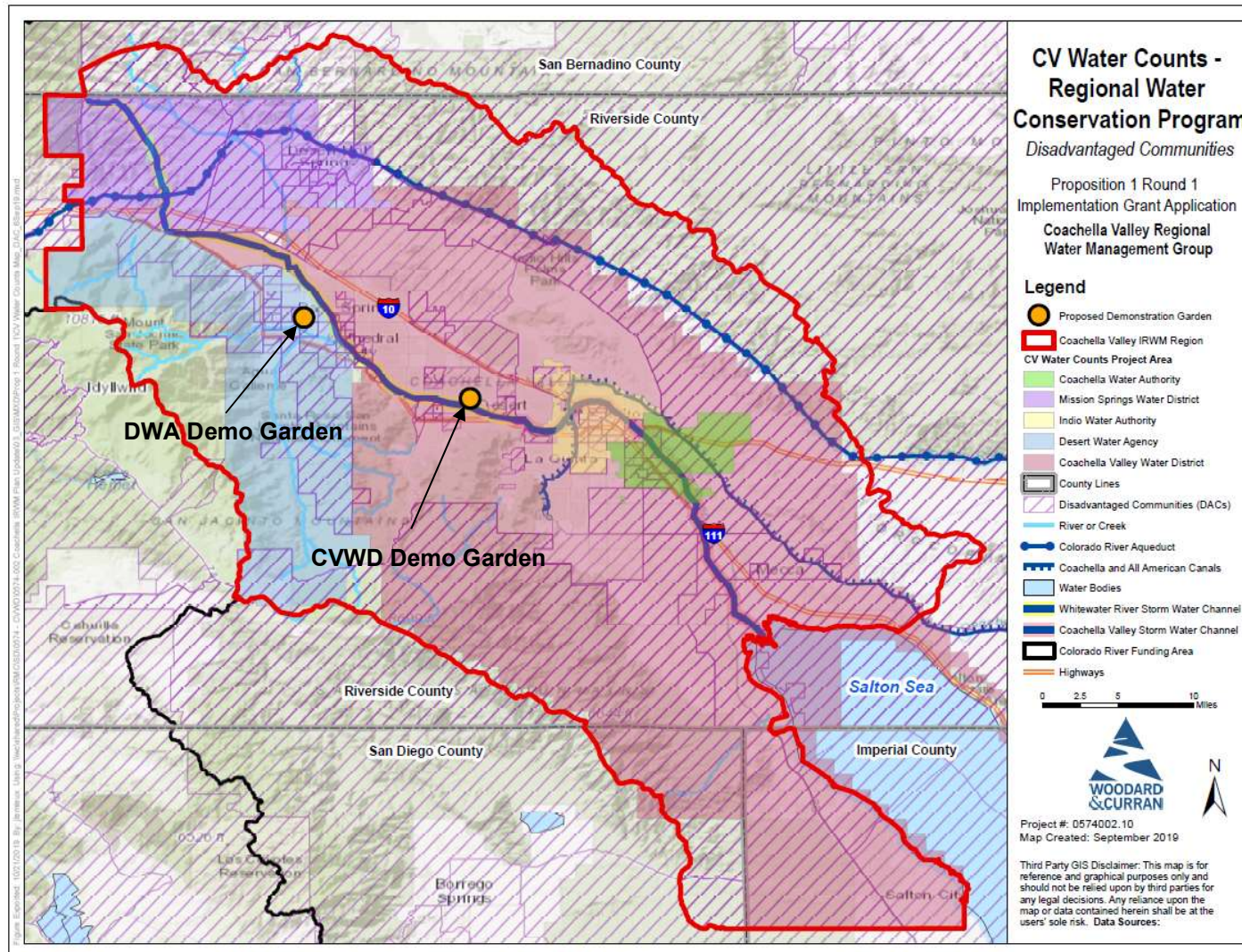
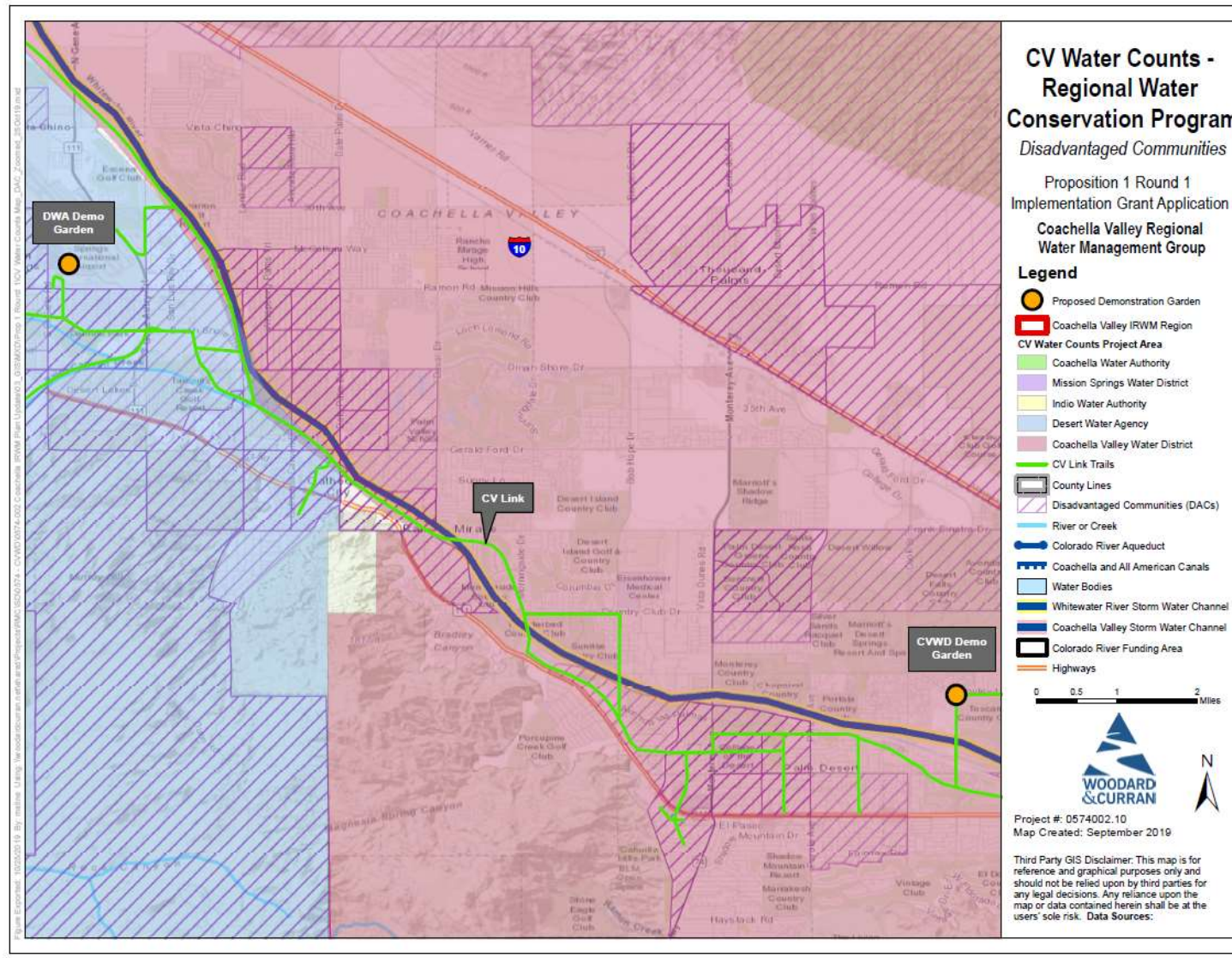


Figure 7-4: Demonstration Gardens and CV Link Trail System DAC Connection





### **Project 3: East Coachella Valley Water Supply Project – Avenue 66 Phase 2B**

**Figure 7-5** shows the location of *East Coachella Valley Water Supply Project - Avenue 66 Phase 2B*, which will provide 13-AFY of clean, safe, potable drinking water to Manuela Garcia MHP and will consolidate Manuela Garcia MHP into the CVWD water system. As shown in **Figure 7-5**, the Manuela Garcia MHP is a severely DAC. Manuela Garcia MHP is in a block group that has a 2016 MHI of \$22,156 per the DWR Mapping Tool, which is less than 60% of the statewide MHI. The *Avenue 66 Phase 2B Project* will provide funding to connect the Manuela Garcia MHP to the CVWD's water system. This project is part of the overall "Saint Anthony MHP Consolidation," which will connect three small water systems: Manuela Garcia MHP, Seferino Huerta MHP and Saint Anthony MHP. The pipeline constructed in this Phase 2B project will connect directly to Manuela Garcia MHP, and also provide reliability to the future connections to Seferino Huerta and Saint Anthony MHPs, which are both located in the DAC area to the east of Manuela Garcia MHP. As CVWD continues to connect mobile home parks and other neighborhoods to their water and wastewater systems, these communities will see an improvement in their water quality, water supply reliability, and cost affordability.

Furthermore, the shallow private groundwater wells that serves water supply to the community has water that exceeds drinking water standards for arsenic of 10 µg/L, which was combatted by installing counter reverse osmosis treatment units in each mobile home in 2013. However, the potable water well appears to show signs of corrosion on the exterior and point of use treatment is not considered a long-term solution. This community is currently, and historically, facing water-related public health concerns due to the containments found in their drinking water and the system's lack of quality infrastructure.

The proposed project would address critical water quality and water supply issues by connecting the mobile home park to CVWD's water and wastewater system. The community would be able to have clean, safe, potable drinking water and avoid unhealthy arsenic levels in their drinking water. This project will address critical DAC water supply and water quality issues important in the Coachella Valley, and throughout the State of California: access to clean drinking water. The Human Right to Water Policy that is in effect in California calls for access to safe, affordable water for drinking, bathing, sanitation, and cooking for all residents.<sup>4</sup> By connecting the community to a municipal water supply system, the project will provide a long-term solution to the community's existing water supply issues.

#### **Percentage of Project Benefits Provided to a DAC**

This project addresses contamination per the requirements of AB1249, as it provides safe drinking water to a small DAC (<10,000 people) with arsenic contamination. Information in **Figure 7-5** demonstrates that the entirety of the **project service area is DAC (100% DAC)**. Connecting Manuela Garcia MHP to the existing CVWD water system will provide 13 AFY of clean, safe drinking water and reduce the arsenic concentration in their drinking water by 24 µg/L. By improving drinking water service to DACs, CVWD supports these communities in avoiding environmental injustices. Consolidating small water systems with water quality issues into large water systems is typically the most cost-effective way to reduce long term water costs to these DACs.

<b>Water Supply Benefit</b>	<b>Water Quality Benefit</b>
13 AFY clean, safe drinking water	24 µg/L reduction in arsenic in drinking water

#### **Letters of Support**

A letter of support is appended from Pueblo Unido CDC dated October 29, 2019.

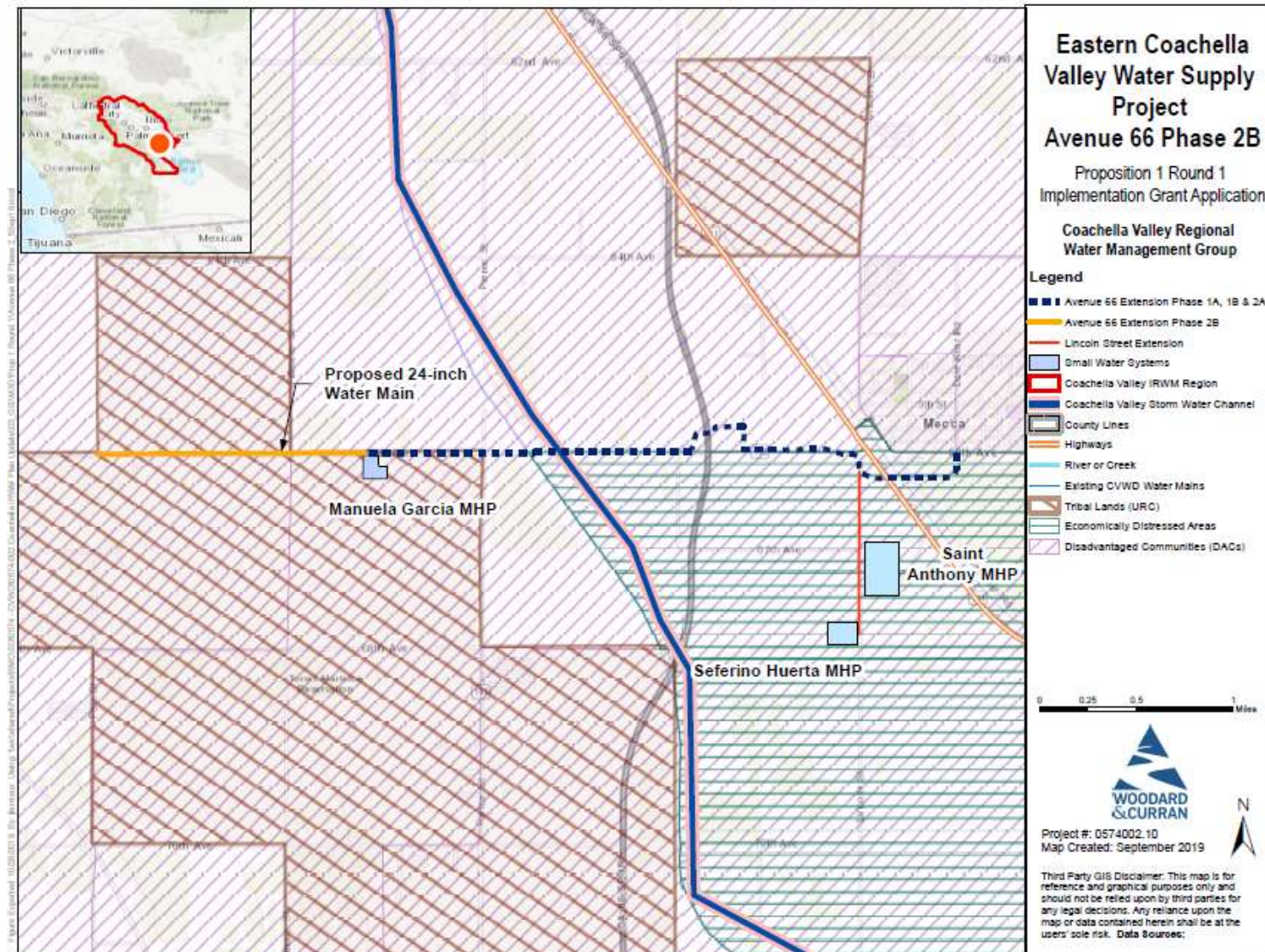
#### **Alternative Data**

No alternative data was used to determine DACs in the project area.

<sup>4</sup> Coachella Valley Regional Water Management Group. 2014. Coachella Valley Disadvantaged Community Outreach Demonstration Project: Final Report.



Figure 7-5: East Coachella Valley Water Supply Project – Avenue 66 Phase 2B





#### **Project 4: Groundwater Quality Protection Project Sub Area M2-1**

The *Groundwater Quality Protection Project (GQPP) Sub Area M2-1* is a continuation of MSWD's ongoing GQPP, which aims to protect the quality of the groundwater by converting customers from individual septic systems to municipal sewer service. As of 2019, MSWD had converted 7,800 parcels and was scheduled to convert the remaining 3,200 parcels by 2025. The M2-1 portion of the project would eliminate septic tanks that threaten contamination of groundwater supplies, by expansion of MSWD wastewater collection system, and protect hot mineral water which is the economic basis of the community's spa industry. The M2-1 project is a DAC area and will connect 318 parcels through a collection system to the MSWD sewer system and abate over 182 onsite septic systems. Sub Area M2-1 is located in a 2016 Tract with an MHI of \$39,136 per the DWR Mapping Tool, which qualifies this area as a DAC as the MHI is less than 80% of the statewide MHI (\$51,026). The wastewater will be conveyed to the existing Horton Wastewater Treatment Plant and in the near future the West Valley Water Reclamation Facility, which long term will be able to provide recycled water to MSWD's service area, which includes DAC areas.

Sub Area M2-1 is 100% DAC and the surrounding DAC areas will also benefit from removal of the M2-1 septic systems, as the nitrogen and bacterial loading to the groundwater basin will be reduced, which benefits the DAC and non-DAC communities in MSWD's service area.

MSWD provides 100% of its domestic water supplies from groundwater. As such, efforts to protect the groundwater quality are high priority. Further, by protecting local groundwater supplies, it reduced the need for costly supplemental and imported water supplies; thus, ensuring water rates for DACs remain low.

#### ***Percentage of Project Benefits Provided to a DAC***

As shown in **Figure 7-6**, the project area is **100% DAC**. This project will still benefit the M2-1 DAC area and surrounding DAC areas by reducing nitrogen and bacteria levels in the aquifer by improving wastewater treatment and decreasing the community's dependence on septic systems. Connecting *Sub Area M2-1* to the existing MSWD sewer system will provide 42 AFY of treated wastewater recharged to the aquifer and will reduce the nitrate concentration in the water recharged by 42 mg/L. By providing sanitation service to DACs, MSWD supports these communities in avoiding environmental injustices. Consolidating septic systems with public health issues into large sewer systems protects groundwater quality for DACs.

<b><i>Water Quality Benefit</i></b>	<b><i>Water Supply Benefit</i></b>
42 mg/L reduction in nitrate in water recharged to the aquifer	42 AFY of treated wastewater recharged to the aquifer

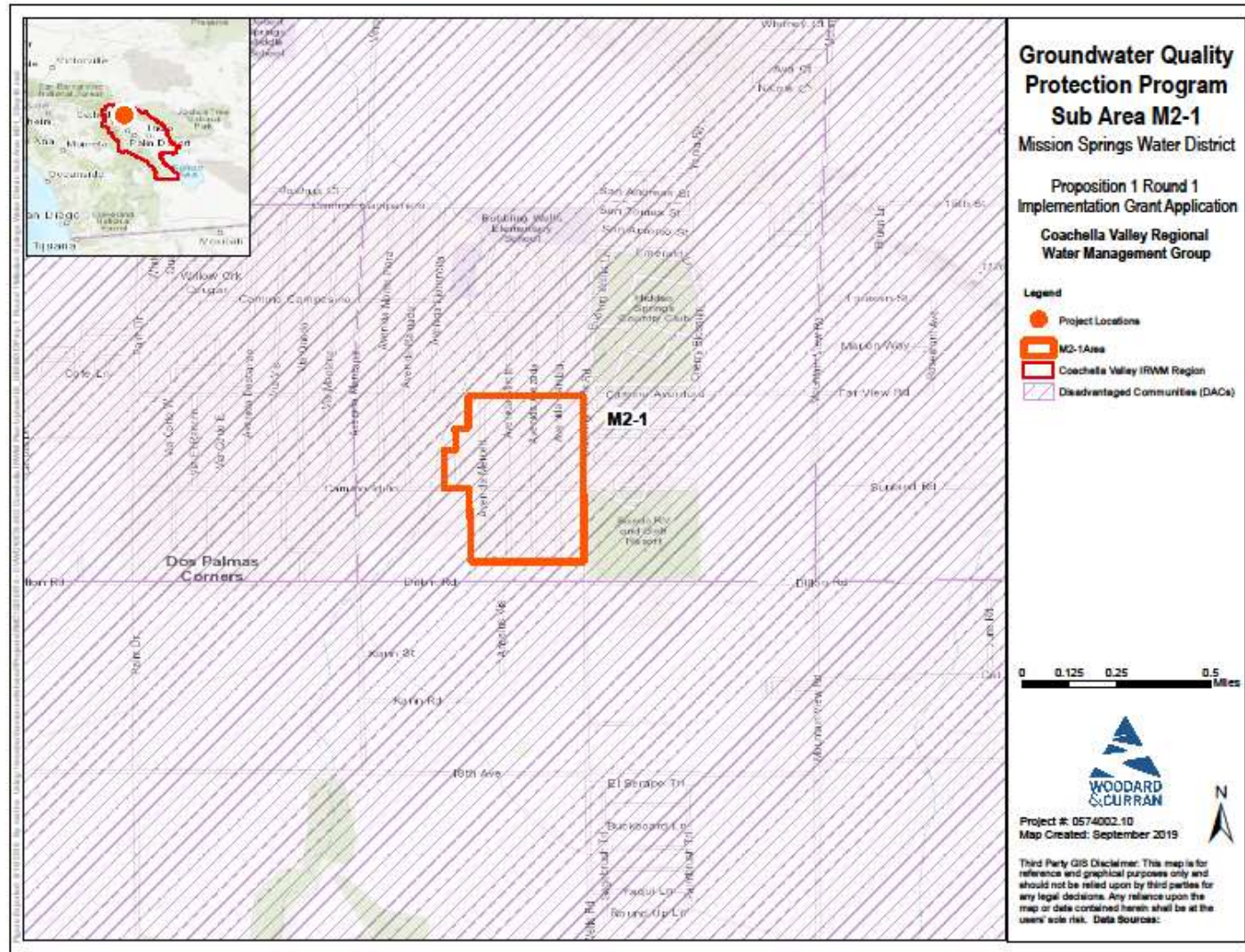
#### ***Letters of Support***

Letters of support from City of Desert Hot Springs, dated October 30, 2019, and from the Greater Coachella Valley Chamber of Commerce, dated October 28, 2019 are appended.

#### ***Alternative Data***

No alternative data was used to determine DACs in the project area.

Figure 7-6: Groundwater Quality Protection Project Sub Area M2-1





#### **Project 5: East Coachella Valley Septic to Sewer Conversions Project – Monroe Street**

The Avenue 64 housing subdivision is located on Torres Martinez Tribal land and is home to Tribal residents. The Avenue 64 Housing Subdivision is located in a 2016 tract with a median household income (MHI) of \$31,750 per DWR's DAC Mapping Tool. As their MHI is less than 60% of the statewide MHI of \$38,272, the project area is severely DAC. Their failing septic system supports 33 tribal homes, a community park, cemetery, and church. A sewer collection system within the subdivision has already been constructed through a joint project with the Tribe, US Indian Health Services (IHS) and the US Environmental Protection Agency (EPA).

As noted in the IHS's 2012 Preliminary Engineering Report (2012 PER), all these homes located in the Avenue 64 housing subdivision are served by individual septic systems. Due to low permeability of the soils within this region, septic systems require large areas for their leach fields, or the soils simply cannot accept a septic system.<sup>5</sup> And with the area being a DAC, many of the homeowners are unable to afford regular pumping for their failing systems. With the septic systems continuously failing, there are public health hazards within the area and contamination of the groundwater. Any groundwater contamination near Avenue 64 is likely following the groundwater gradient to the Salton Sea and is therefore spreading south and southeast from the Avenue 64 Housing Subdivision and therefore affects not only the Avenue 64 housing subdivision but downstream DAC areas that rely on the groundwater basin.

By converting the project area from septic to sewer, less nitrogen and bacteria loading will be discharged to the groundwater which will in turn improve the drinking water quality for nearby downstream communities who withdraw groundwater. This project would connect the Tribe's new subdivision to the existing CVWD sewer collection pipeline on Monroe Street north of Avenue 62. By expanding CVWD's sewer collection pipeline it will be easier to continue expanding the CVWD sewer collection system to reach nearby DAC communities in need.

#### ***Percentage of Project Benefits Provided to a DAC***

As shown in **Figure 7-7**, the project area is **100% DAC**. Because the project is targeted at addressing specific water-related needs of an economically disadvantaged Tribal community, 100% of the project service area (by geography) will benefit a water-related need of a DAC. Connecting Avenue 64 housing subdivision to the existing CVWD sewer system will provide will provide 19 AFY of treated wastewater recharged to the aquifer and will reduce the nitrate concentration in the water recharged by 20 mg/L. By providing sanitation service to DACs, CVWD supports these communities in avoiding environmental injustices. Consolidating septic systems with public health issues into large sewer systems protects groundwater quality for DACs.

<b><i>Water Quality Benefit</i></b>	<b><i>Water Supply Benefit</i></b>
20 mg/L reduction in nitrate in water recharged to the aquifer	19 AFY of treated wastewater recharged to the aquifer

#### ***Letters of Support***

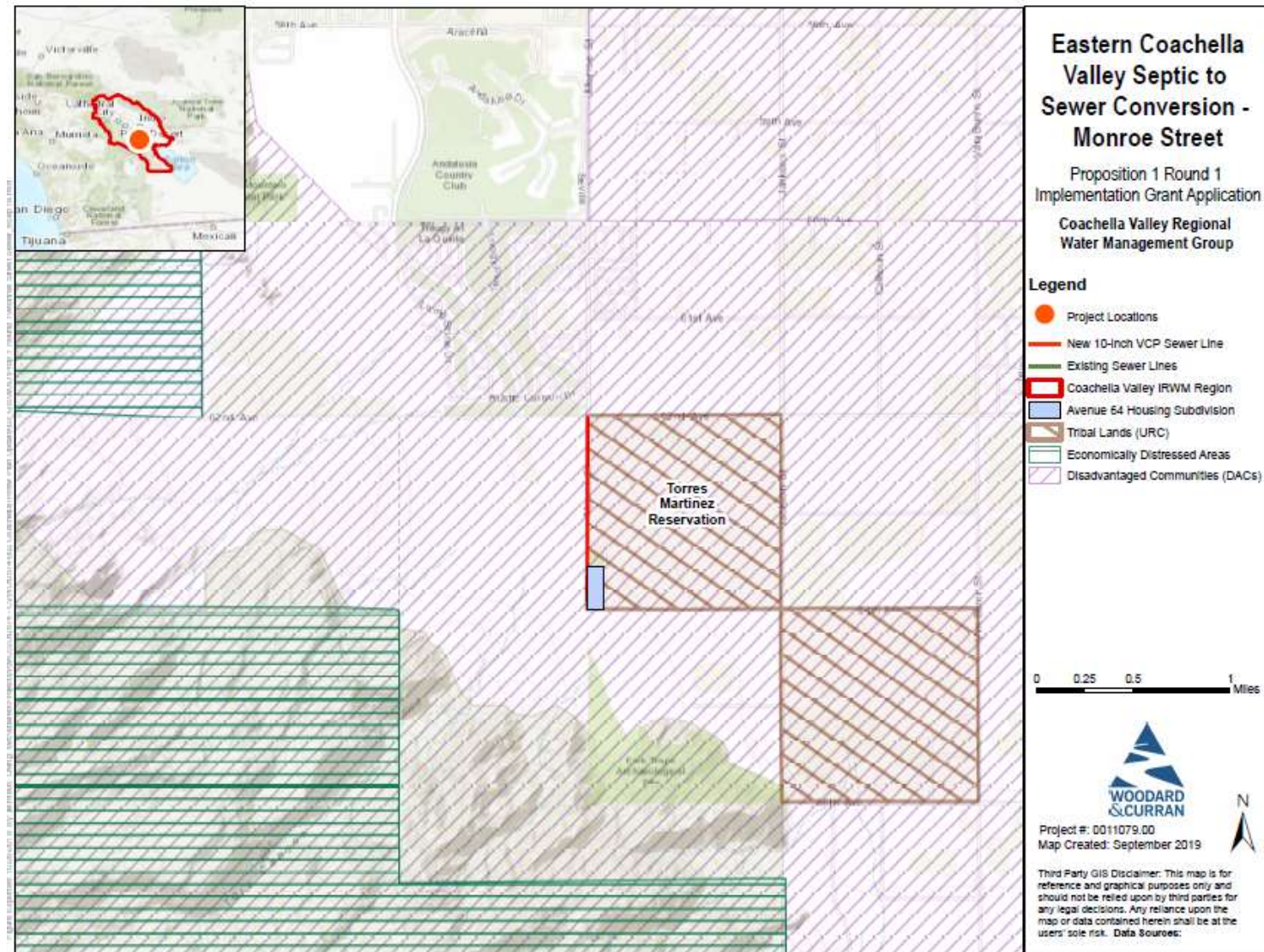
A letter of support is appended from Pueblo Unido CDC dated October 29, 2019. A letter of support from Torres Martinez Desert Cahuilla Indians dated October 29, 2019 is appended to Attachment 9.

#### ***Alternative Data***

No alternative data was used to determine DACs in the project area.

<sup>5</sup> Indian Health Services. 2012. *Preliminary Engineering Report for the Torres-Martinez Desert Cahuilla Indians: CVWD Sewer Main Extension to Avenue 64 Housing Subdivision*.

Figure 7-7: East Coachella Valley Septic to Sewer Conversions – Monroe Street Project





## Indirect Benefits to DACs

### **Project 6: Non-Potable Water System – Hovley Lane Project**

The Non-Potable Water System will supply non-potable water (NPW) to existing and future customers through CVWD's low and high pressure NPW delivery systems. This project will construct additional high-pressure zone piping to connect additional customers, including the Oasis Country Club, who currently irrigates with groundwater. Currently, there is no incentive to switch from the lower cost of pumping groundwater to using NPW. With the reduction of groundwater pumping, less additional water needs to be imported for groundwater recharge purposes. Expanding NPW services and reducing groundwater replenishment will keep potable water costs low throughout the region, which benefits DACs and EDAs.

Even though this project only benefits golf courses, these facilities are still using the same groundwater source as nearby DACs and EDAs. By decreasing the amount of groundwater being pumped for outdoor irrigation, the region will be able to minimize increased water costs for the residents in need. Maintaining future water affordability addresses one of the main water-related issues faced by DAC and EDA communities.

### **Percentage of Project Benefits Provided to a DAC**

**Figure 7-8** shows the location of *Non-Potable Water System – Hovley Lane East Project*, which connect the Oasis Country Club as an additional customer to the High Pressure NPW expansion. As shown in the figure, the project area is not located within a DAC, but will reduce the amount of imported water required for groundwater replenishment, which will help keep potable water costs low throughout the region, including the nearby DACs. **No direct DAC benefits.**

### **Letters of Support**

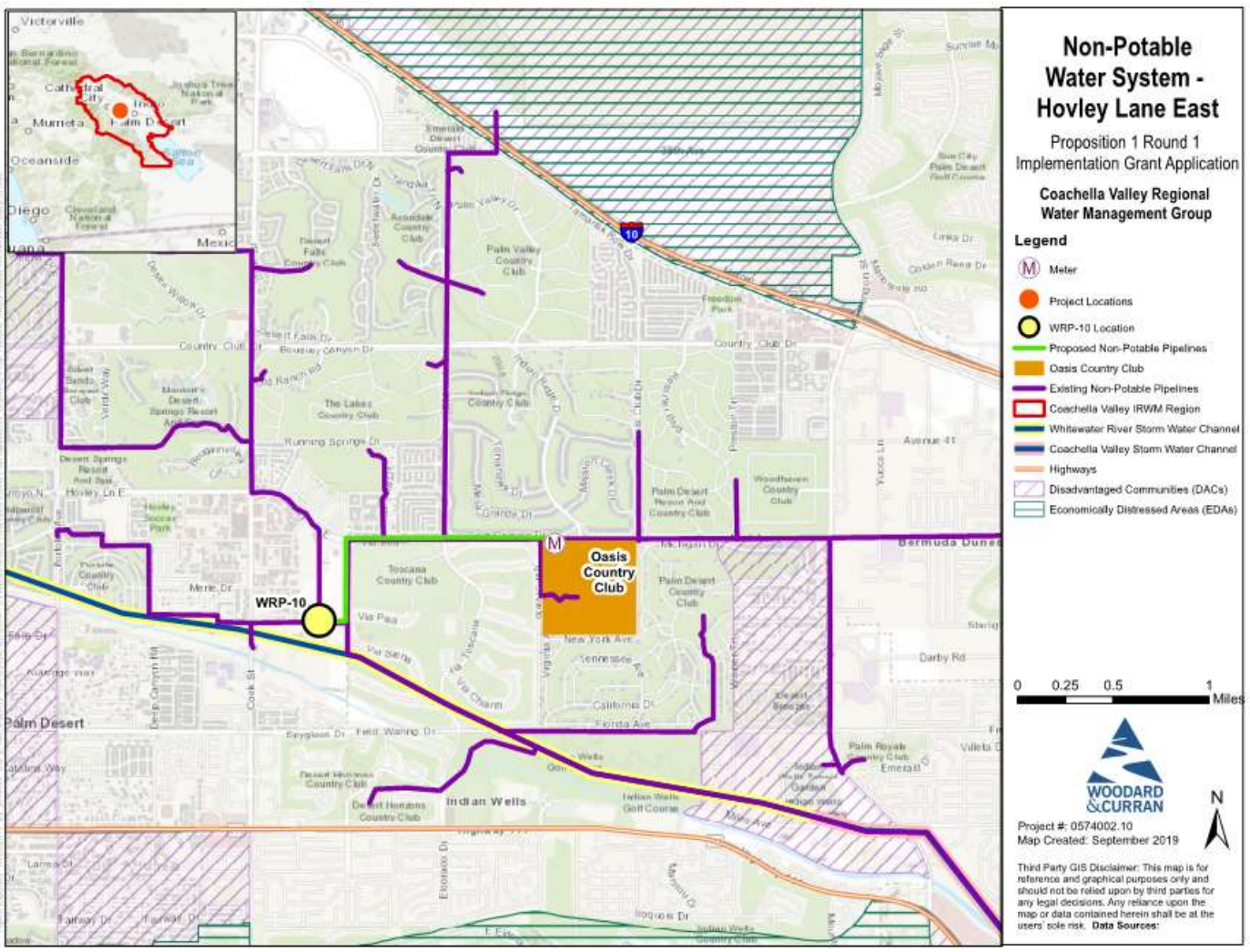
A letter of support from the Golf and Water Task Force dated October 10, 2019 is provided. The Nonpotable Water Agreement dated May 2018 between CVWD and Oasis Country Club is also attached.

### **Alternative Data**

No alternative data was used to determine DACs in the project area.



Figure 7-8: Non-Potable Water System – Hovley Lane East Project – Proximity to DACs





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## Letters of Support



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Letter of Support for Castro MHP Water Consolidation, CV Water  
Counts Regional Water Conservation Program, East Coachella  
Valley Water Consolidation - Avenue 66 Phase 2 B and East  
Coachella Valley Septic to Sewer Conversion - Monroe Street

October 29, 2019

Carmel Brown  
Financial Assistance Chief  
California Department of Water Resources  
P.O. Box 942836  
Sacramento, CA 94236

RE: *Support for 2019 Coachella Valley IRWM Grant Proposal*

Dear Ms. Brown:

On behalf of Pueblo Unido Community Development Corporation (PUCDC), we are pleased to submit this letter of support for the *2019 Coachella Valley Integrated Regional Water Management (IRWM) Implementation Grant Proposal*. PUCDC is a non-profit organization born from the initiative of community leaders with extensive experience and knowledge of local issues and concerns in the Eastern Coachella Valley (ECV). The ECV is the largest region with a Disadvantaged Communities (DACs) designation. Most of the residents are agricultural worker families which represent the local labor force that contributes approximately 500 million dollars a year in agriculture to the region. A glaring deficiency of farm worker housing, lack of critical infrastructure, and community economic development opportunities continues to plague the local communities whose residents work the fields. In our experience, this has been attributed to the lack of community-driven prioritization of projects to leverage collaboration with public agencies.

The *2019 Coachella Valley IRWM Implementation Grant Proposal* includes four projects that will benefit the disadvantaged communities (DACs) in the Eastern Coachella Valley: *CV Water Counts*, *Castro Mobile Home Park Water System Consolidation*, *Coachella Valley Septic to Sewer – Monroe Street* and *Eastern Coachella Valley Water Supply Project – Avenue 66 Phase 2B*.

Portions of the *CV Water Counts* project directly benefit DACs, including the conservation incentives offered in the City of Coachella and other DACs within the Coachella Valley and the expansion of the drywell located in the City of Coachella at Avenue 52. The incentives provided to DAC customers will allow them to not only save water but reduce their water bills through the installation of drought resistant landscaping and low flow toilets. The drywell project will reduce flooding in the City of Coachella, which is 98% DAC and will reduce contaminants that flow into the Coachella Valley Stormwater Channel, which flows through the DAC communities of the Eastern Coachella Valley and into the Salton Sea.

The *Castro Mobile Home Park Water System Consolidation* project will connect the Castro Mobile Home Park (MHP) to the Coachella Water Authority (CWA) water system. This MHP had a well with a failed casing, which allowed shallow contaminated groundwater to enter the well. The MHP is currently temporarily connected to the CWA water system via an aboveground highline; however, this is not a long-term solution. This project is to construct a new distribution system with appropriate buried piping that meets California Waterworks Standards. This project will provide the benefit of being consolidated into a water system with a larger rate base, will help MHP residents continue to afford safe drinking water.



The *East Coachella Valley Septic to Sewer – Monroe Street* project will connect the constructed on-site sewer system of the Avenue 64 housing subdivision to the Coachella Valley Water District (CVWD) sewer. The Torres Martinez Band of Cahuilla Indians Avenue 64 housing subdivision consists of 33 Tribal homes, a community park, cemetery, and church all currently on a failing septic systems. Failing septic systems with sewage surfacing at ground level can potentially cause disease by direct contact and foster disease carrying vectors and can also contaminate the groundwater basin with various pollutants, including nitrate. An on-site sewer collection system was constructed in 2019. However, until the CVWD Monroe Street collection main is constructed and connected to the on-site sewer collection system, the users will continue to rely on the failing septic systems. This project is a continuation of the project that was funded in the Proposition 84 Round 4 grant cycle.

The *Eastern Coachella Valley Water Supply Project – Avenue 66 Phase 2B* project will connect the Manuela Garcia Mobile Home Park (MHP) to the CVWD water system. This MHP has groundwater wells that exceed the arsenic drinking water standard. The residents are currently using reverse osmosis units installed in the kitchen of each home in 2013. However, the operations and maintenance and sampling of these units can be expensive and only the water provided to the kitchen meets the arsenic standards. After consolidation of this system into CVWD's water system, water from all taps within each mobile home will meet the arsenic drinking water standard and with the benefit of being consolidated into a water system with a larger rate base, will help MHP residents continue to afford safe drinking water.

Implementation of these projects will address serious community health risks and improve the health and safety of the ECV. We recommend that the California Department of Water Resources fund the *2019 Coachella Valley IRWM Implementation Grant Proposal*.

Please do not hesitate to contact me if you have any questions. I can be reached at (760) 777-7550 extension 102 or via email at [scarranza@pucdc.org](mailto:scarranza@pucdc.org).

Sincerely,

Sergio Carranza  
Founder/Executive Director  
Pueblo Unido CDC – Eastern Coachella Valley  
78150 Calle Tampico Suite 214  
La Quinta, CA 92253

cc: Coachella Valley Regional Water Management Group  
c/o Mike Nusser, Coachella Valley Water District  
85-995 Avenue 52  
P.O. Box 1058  
Coachella, CA 92236



October 30, 2019

**Letter of Support for Groundwater Quality Protection Project**

Coachella Valley Regional Water Management Group  
c/o Mike Nusser, Coachella Valley Water District  
85-995 Avenue 52  
P.O. Box 1058  
Coachella, CA 92236

RE: *Support for Mission Springs Water District Groundwater Quality Protection Project*

Dear Mr. Nusser and Regional Water Management Group Representatives:

The purpose of this letter is to extend our support for the *Groundwater Quality Protection Project (GQPP)* proposed by the Mission Springs Water District (MSWD) through the Coachella Valley Regional Water Management Group (CVRWMG) for funding through Proposition 1, Round 1 Implementation Grant.

As the lowest median income city in Riverside County, Desert Hot Springs is home to thousands of families which are unable to pay 100 percent of the cost to construct wastewater facilities needed to protect groundwater. Nevertheless, in 2017, a two-thirds majority of property owners voted to establish a new sewer assessment district which provides funding for 50 percent of the cost of construction for *GQPP Sub Area M2*.

The lifeblood of Desert Hot Springs economy is water quality. The City's tourist spa industry is tied to its water resources. Further, restaurants and retail stores are dependent on the influx of visitors who come to enjoy the high-quality drinking water as well as the world-renowned hot water that is the foundation of the spa industry. Degradation of either of these water resources would be economically devastating to the City.

It is in the best interest of the State of California to assist the CVRWMG and its member agency, MSWD, in protecting these irreplaceable resources. The City supports their efforts and urges Department of Water Resources to ascribe the highest merit to the CVRWMG proposal for MSWD's GQPP.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Matas", written over a horizontal line.

Scott Matas, Mayor  
City of Desert Hot Springs



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Letter of Support for Groundwater Quality Protection Project

Greater Coachella Valley Chamber of Commerce

October 28, 2019

Coachella Valley Regional Water Management Group  
c/o Mike Nusser, Coachella Valley Water District  
85-995 Avenue 52  
P.O. Box 1058  
Coachella, CA 92236

RE: *Support for Mission Springs Water District Groundwater Quality Protection Project*

Dear Mr. Nusser and Regional Water Management Group Representatives:

The Greater Coachella Valley Chamber of Commerce, representing over 1,400 business members in the region, supports the *Groundwater Quality Protection Project (GQPP)* proposed by the Mission Springs Water District (MSWD) through the Coachella Valley Regional Water Management Group (CVRWMG) for funding through Proposition 1, Round 1 Implementation Grant.

The business community recognizes the importance of water quality as it pertains to community health and wellness, and the local economy. Nearly every business in the Desert Hot Springs region benefits from the notoriety of the water quality and the tourists who come to experience the waters each year. Degradation of the local water resources would be economically devastating to the City and its business community.

The Desert Hot Springs community is home to thousands of low- and very low-income families. In 2017, two-thirds of the voting property owners voted to establish a new sewer assessment district to provide seed funding (up to 50% of construction costs) for construction of the sanitary sewer system (GQPP Sub Area M2) in order to protect groundwater. Match funding through the Proposition 1 IRWM program is necessary to assist the in realizing its goal and protecting groundwater for coming generations.

The Greater Coachella Valley Chamber of Commerce, with its membership, endorses MSWD's efforts to protect water quality and believe that it is in the best interest of the State of California to assist in this process by funding the CVRWMG grant application.

Sincerely,

Joshua R. Bonner, IOM  
President & CEO  
Greater Coachella Valley Chamber of Commerce



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Letter of Support for East Coachella Valley Septic to Sewer Conversion - Monroe Street



THE TORRES MARTINEZ DESERT CAHUILLA INDIANS

P.O. Box 1160  
Thermal, CA 92274  
(760) 397-0300 – FAX (760) 397-8146

October 29, 2019

Carmel Brown  
Financial Assistance Chief  
California Department of Water Resources  
P.O. Box 942836  
Sacramento, CA 94236

Dear Ms. Brown:

RE: Support for East Coachella Valley Septic to Sewer – Monroe Street

On behalf of Torres-Martinez Desert Cahuilla Indians, we are pleased to submit this letter of support for the 2019 Coachella Valley Integrated Regional Water Management (IRWM) Implementation Grant Proposal. The proposal includes the East Coachella Valley Septic to Sewer – Monroe Street project which will directly benefit the Tribe.

The East Coachella Valley Septic to Sewer – Monroe Street project will connect the constructed on-site sewer system of the Avenue 64 Tribal housing subdivision to the Coachella Valley Water District (CVWD) sewer. The Torres Martinez Band of Cahuilla Indians Avenue 64 housing subdivision consists of 33 Tribal homes, a community park, cemetery, and church all currently on a failing septic systems. Failing septic systems with sewage surfacing at ground level can potentially cause disease by direct contact and foster disease carrying vectors and can also contaminate the groundwater basin with various pollutants, including nitrate. An on-site sewer collection system was constructed in 2019. However, until the CVWD Monroe Street collection main is constructed and connected to the on-site sewer collection system, the users will continue to rely on the failing septic systems. This project is a continuation of the project that was funded in the Proposition 84 Round 4 grant cycle.

Implementation of this project will address serious community health risks and improve the health and safety of our community. We recommend that the California Department of Water Resources fund the 2019 Coachella Valley IRWM Implementation Grant Proposal.

Please do not hesitate to contact me if you have any questions. I may be reached at (760) 397-0300, ext. 12005.

Sincerely,

Honorable Thomas Torte, Tribal Chairperson  
Torres Martinez Desert Cahuilla Indians

cc: Coachella Valley Regional Water Management Group  
c/o Mike Nusser, Coachella Valley Water District  
85-995 Avenue 52  
P.O. Box 1058  
Coachella, CA 92236



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October 28, 2019

Carmel Brown  
Financial Assistance Chief  
California Department of Water Resources  
P.O. Box 942836  
Sacramento, CA 94236

Dear Ms. Brown:

**SUBJECT: Support for Non Potable Water System – Hovley Lane East Project**

The Coachella Golf & Water Task Force is a collaborative exercise that the Coachella Valley Water District (CVWD) and the Coachella Valley golf community created 6 years ago to pursue the following mission:

*To work together to develop a sustainable water supply for future generations, to meet if not exceed the goals of the Coachella Valley Water Management Plan (CVWMP), to pursue all feasible water conservation measures, to promote and expedite the use of non-potable water, and to educate Valley residents regarding the importance of pursuing these goals for the environmental and economic quality of life in the Coachella Valley.*

On behalf of the CVWD Golf and Water Task Force, I am pleased to submit this letter of support for the 2019 *Coachella Valley Integrated Regional Water Management (IRWM) Implementation Grant Proposal*. The Hovley Lane East Project will connect the Oasis Country Club to CVWD's non-potable water system and will replace approximately 654 acre feet per year (AFY) of groundwater pumping with recycled water for irrigation. This project is part of a larger project that includes the installation of approximately 50,000 feet of non-potable piping in Palm Desert and unincorporated Bermuda Dunes, which will ultimately connect six other golf courses and reduce groundwater pumping by 3,740 AFY.

Grant funding is needed to support expansion of the non-potable water system because existing private pumpers currently have no incentive to retrofit their properties; the cost of pumping groundwater is significantly lower than the cost of purchasing non-potable water. However, managing the Indio Sub-basin to a sustainable yield is essential for long-term basin management, and CVWD and the Coachella Golf & Water Task Force support conversion of large irrigators to non-potable water. The Indio Sub-basin is a medium priority basin under the Sustainable Groundwater Management Act (SGMA) and non-potable water conversions are a key management action in the Indio Sub-basin Alternative Plan – the CVWMP.

Implementation of this project will convert one golf course to non-potable water and reduce groundwater pumping and the pipeline to connect this first golf course will also be extended via other grant funding programs to serve the other six golf courses, which will result in 3,740 AFY of reduced groundwater pumping. We recommend that the California Department of Water Resources fund the 2019 *Coachella Valley IRWM Implementation Grant Proposal*.

Please do not hesitate to contact me if you have any questions. I can be reached at one of two numbers: (818) 9980-3630 ext. 320 [office] or (310) 941-4803 [cell].

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig Kessler".

Craig Kessler  
Chair, CVWD Golf and Water Task Force



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NONPOTABLE WATER AGREEMENT

THIS AGREEMENT ("Agreement") is made this 30<sup>th</sup> day of May, 2018, ("Effective Date") between the COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California (hereinafter denoted "CVWD") and Oasis Palm Desert Homeowners Association (hereinafter denoted "Customer") located at 42-330 Casbah Way, Palm Desert, California, for Nonpotable Water irrigation at Oasis Country Club located within portions of Section 14, Township 5 South, Range 6 East, San Bernardino Meridian ("Customer's Property"). CVWD and Customer are referred to herein individually as "Party" and collectively as "Parties."

RECITALS

- I. The Coachella Valley's aquifer is in a state of overdraft.
- II. It is in the best interest of CVWD and Customer to protect the aquifer in order to ensure the long term economic health of the region. One way to protect the aquifer is to promote the use of Nonpotable Water sources such as Recycled Water and/or Canal Water in place of Groundwater, as such terms are defined in Section I herein.
- III. CVWD has embarked upon a long-term water management plan that encourages the use of alternative Nonpotable Water sources of water, thus protecting valuable Groundwater resources for domestic consumption.
- IV. CVWD owns and operates three Water Reclamation Plants ("Plants"), capable of producing and providing Recycled Water to customers. In addition, CVWD operates the Coachella Branch of the All American Canal and the Mid-Valley Pipeline, and associated distribution pipelines which serve Canal Water. Recycled Water and Canal Water both may be beneficially used for golf course and/or landscape irrigation in place of Groundwater, as such terms are defined herein.
- V. California Water Code Section 32600-32603 requires the use of Nonpotable Water source(s), including Recycled Water, for irrigation of cemeteries, parks, highway landscaped areas, new industrial facilities, and golf courses if a suitable Nonpotable Water source is available and it is of suitable quality, available at a reasonable cost, and meets all conditions of these foregoing sections and other applicable laws.
- VI. Customer desires to use such Nonpotable Water provided by CVWD for golf course and landscape irrigation at Customer's Property. Irrigation water shall be from the following sources in the indicated order of priority and up to the available amounts of each: 1) Recycled Water 2) Canal Water; and 3) Groundwater, to the extent available and subject to the terms of this Agreement.
- VII. The Parties understand and agree that Nonpotable Water is an interruptible water supply.
- VIII. Customer's Property lies outside CVWD's existing irrigation service area, Improvement District No. 1; and Canal Water delivery may be available through the Mid-Valley Pipeline Project for golf course and landscape irrigation at the Customer's Property as is Recycled Water.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

I. DEFINITIONS

- A. Canal Water – Canal Water delivered via the Coachella Branch of the All American Canal and/or the Mid-Valley Pipeline.
- B. Customer Facilities – All pipelines and pumping equipment located from the POC, as defined below, and throughout the Customer's irrigation system but shall not include CVWD Facilities.
- C. Customer's Property – The Property identified in the Introductory paragraph of this Agreement.
- D. CVWD Facilities – All pipelines, floats, valves, levels, and pumping equipment located at the Canal and to the POC, as defined below, including the flow meter, but shall not include the Customer Facilities.
- E. Days – Calendar days unless otherwise specified herein.
- F. Default – Defined as set forth in Section XI.
- G. Groundwater – Water produced through wells from any aquifer underlying the Coachella Valley.
- H. Nonpotable Water – Either Recycled Water produced by the Plants or Canal Water or a combination of both.
- I. Nonpotable Water Charge ("NPWC") – CVWD's charge per acre foot for Nonpotable Water delivered as defined in Section VIII (B) herein
- J. Point of Connection ("POC") – The point of delivery of Nonpotable Water from CVWD Facilities to Customer Facilities, which for this Agreement shall be the flow meter vault.
- K. Pumping Costs ("PC") – The pumping cost is the cost of electrical energy required to pump an acre foot of water through a well.
- L. Recycled Water – Recycled water generated by the Plants meeting the requirements of Section 60301.230 of Title 22 of the California Code of Regulations, including any amendments thereof.
- M. Replenishment Assessment Charge ("RAC") – CVWD has a RAC for Groundwater production in each of three separate areas of benefit within CVWD's service area, an

“area of benefit” being that geographic area benefited by recharge of the Groundwater, primarily with imported water. The annual adjustment of the RAC will be reflected in the NPWC, as described in Section VIII below.

## II. FACILITIES

- A. CVWD owns, operates, maintains and repairs all CVWD Facilities up to the POC.
- B. Customer owns, operates, maintains and repairs all Customer Facilities from and after the POC.
- C. Customer grants to CVWD, a perpetual non-exclusive easement to operate, inspect, maintain, repair, improve CVWD Facilities including the POC in, on, over, under, along, through and across the Customer’s Property with reasonable right of access to and from said easement for the purposes of exercising the rights granted herein.

## III. SOURCES OF WATER

- A. Customer understands that CVWD’s Nonpotable Water supply is subject to interruption and that at times Customer may be required to meet its irrigation demands with Groundwater, either solely or in conjunction with CVWD’s available supply of Nonpotable Water. For that reason, Customer shall have a backup supply available (Groundwater) equal to One Hundred Percent (100%) of its peak irrigation water demands in “ready” status, and Customer’s irrigation system shall be capable of operating in tandem with CVWD Facilities in order to augment CVWD deliveries as and when required. Customer hereby waives and releases CVWD from any claim, loss, damage or action that it may have against CVWD for failure to deliver irrigation water, including, but not limited to, damages, loss of business, loss of profit or inconvenience.
- B. Customer hereby agrees to use Nonpotable Water as the Customer’s primary source of irrigation water for the Customer’s property and shall be used to the maximum extent practical, subject, however, to the requirement that in the irrigation of golf courses and related landscaping, at least Eighty Percent (80%) of said irrigation shall be with Nonpotable Water. See Section VIII(D) below regarding a surcharge for noncompliance with this requirement.

The requirement to use Eighty percent (80%) Nonpotable Water recognizes that the Customer may use up to Twenty Percent (20%) potable and/or Groundwater for purposes determined necessary by the Customer. If the Customer meets the Eighty Percent (80%) Nonpotable requirement, CVWD considers this to have met the maximum extent practical condition.

- C. Subject to Sections III(A) and (B) above, Groundwater shall be the secondary source of irrigation water.
- D. In the event of a shortage of available Canal Water, irrigation water use shall conform with CVWD’s Colorado River Water Shortage Contingency Plan.

- E. Prior to the initiation of water service, Customer shall execute a Well Metering Agreement which is attached as Exhibit A.

#### IV. WATER QUALITY, REGULATORY APPROVALS, VIOLATIONS

##### A. Regulatory Compliance

1. Customer understands, acknowledges and agrees that Canal Water may not be used for potable purposes.
2. CVWD will provide Nonpotable Water to Customer in accordance with CVWD's Rules and Regulations Governing Canal Water And Drainage Service as said Rules And Regulations may be amended, revised or re-named from time to time.
3. The Customer acknowledges that Customer's Property must be irrigated by a method that does not permit unreasonable use or waste of water. Only sprinkler, drip irrigation, or lake level maintenance as presently installed on the Customer's Property will be permitted without CVWD's written approval, which approval shall not be unreasonable withheld.
4. In connection with the use of Nonpotable Water by Customer, Customer shall obtain all necessary authorizations or approvals from regulatory agencies having jurisdiction and shall at all times comply with the provisions of its waste discharge permit or a general permit issued by the California Regional Water Quality Control Board, Colorado River Basin Section, General Order No. 97-700 (Exhibit "B") or subsequent waste discharge permit or a general permit issued by the appropriate State of California agency. In reference to this subparagraph, CVWD agrees to cooperate and make a good faith effort to assist Customer in obtaining all necessary authorizations or approvals from regulatory agencies having jurisdiction over the use of such Nonpotable Water and to conform to all such regulatory requirements.
5. This Agreement is subject to U.S. Bureau of Reclamation rules and regulations.

##### B. Reporting Violations

Customer agrees to notify CVWD and the California Regional Water Quality Control Board, Colorado River Basin Section, of any non-compliance with its California Regional Water Quality Control Board, Colorado River Basin Section, General Order No. 97-700 or subsequent order within 24 hours of becoming aware of the failure. Customer also agrees to notify CVWD prior to making any modifications that would result in a material change in the quality or quantity of Nonpotable Water used, or any material change in the location of the use.

## V. SCHEDULING

### A. CVWD Interruptions

CVWD shall use commercially reasonable efforts to complete delivery of the Nonpotable Water source(s) as soon as practicable, subject, however, to Nonpotable Water availability. CVWD may cause interruptions of Nonpotable Water service due to scheduled maintenance, equipment malfunctions, and natural disasters creating an emergency condition. CVWD shall use a commercially reasonable effort to give Customer 48 hours' notice of any scheduled maintenance which would interfere or interrupt Nonpotable Water delivery to Customer, but shall not be liable to Customer for any reason whatsoever for failure to give such notice. CVWD shall use commercially reasonable efforts to minimize any interruption relating to maintenance and shall, at all times, make a good-faith effort to facilitate the delivery of Nonpotable Water to Customer. The scheduling and advance notice of any maintenance which would interfere or interrupt Nonpotable Water delivery to Customer shall be determined by CVWD pursuant to the applicable rules and regulations and as said scheduling and notice may be revised from time to time.

### B. Customer Interruptions

If Customer plans to interrupt delivery of Nonpotable Water from CVWD for a period longer than 48 hours, Customer and CVWD shall agree on a schedule for restoration of deliveries, and Customer shall provide CVWD with notice in writing for each additional day that Nonpotable Water delivery will be interrupted. Customer shall further make every reasonable effort to minimize any interruption relating to maintenance and shall, at all times, make a good faith effort to facilitate the acceptance of Nonpotable Water from CVWD.

## VI. DELIVERY PRESSURE AND FLOW RATE

The Nonpotable Water delivery by CVWD shall be determined by CVWD pursuant to the applicable rules and regulations as the same may be amended or revised from time to time. For example only, it is anticipated that such delivery will be pursuant to determinations within the range of zero to 150 pounds per square inch (psi). CVWD will not be responsible or obligated to provide the pressurization of the irrigation system beyond the POC. In addition, it is anticipated that such delivery will be pursuant to determinations for a set rate of delivery. CVWD will not be responsible or obligated to provide the Customers daily irrigation demand in less than twelve hours. The typical rate of delivery will be established to provide a constant flow rate for 24 hours per day.

## VII. MANAGEMENT, INDEMNIFICATIONS

- A. Customer agrees to accept full and exclusive responsibility for the management and use of all Nonpotable Water delivered by CVWD from and after the POC and shall, except for the negligence of CVWD, defend and hold CVWD its officers, employees, and agents free and harmless from any injuries, damages to the real or personal property of

Customer and the claims of any third party which may result directly or indirectly from management and use of such Nonpotable Water by Customer from said POC.

- B. CVWD agrees to accept full and exclusive responsibility for the management and delivery of the Nonpotable Water served by CVWD to and including the POC and except for claims and damage directly related to negligence on the part of Customer, shall defend and hold Customer harmless from claims from third parties related to said management and delivery of the Nonpotable Water.

## VIII. NONPOTABLE WATER CHARGES

### A. Invoices

- 1. Invoicing and payment for delivery of Nonpotable Water shall be as follows:

- a. CVWD shall bill Customer monthly for the delivery of Nonpotable Water to Customer. The Nonpotable Water statement shall include: (1) the Nonpotable Water delivery dates, (2) the water, tolls and charges, (3) the amount of Nonpotable Water consumed in acre-feet, (4) the amount to be paid by Customer to CVWD, and (5) conservation charge, if applicable.
- b. Customer shall make payment to CVWD upon receipt of invoice and shall be subject to the applicable rules and regulations regarding due dates, late charges and interest charges as said rules and regulations may be revised from time to time. Nonpotable Water will be measured in or converted to acre feet for invoicing.

### B. Charges

Customer is considered a Type A Customer since Customer uses nonpotable water in lieu of groundwater or domestic water and Customer's place of business is within the West Whitewater Replenishment Subbasin Area of Benefit. The NPWC will be calculated at 85% of the RAC rate plus PC, where the RAC is the Replenishment Assessment Charge for the West Whitewater Replenishment Subbasin Area of Benefit then in effect on July 1 of each year, and the PC is the average pumping cost established at \$54.57 per acre foot, to be escalated by 3% on July 1 of each year.

### C. PC Adjustments

The PC will be adjusted annually by CVWD, as appropriate, to account for changes in electrical costs and pumping plant efficiencies.

### D. Conservation Charge

There will be a Conservation Charge invoiced to Customer for any year wherein the gross annual water use of Nonpotable Water for golf course and landscape irrigation does not equal or exceed Eighty percent (80%) of the total water for golf course and

landscape irrigation. This Conservation Charge revenue will be used by CVWD to fund conservation programs designed to protect the aquifer, in keeping with the intent of this Agreement. CVWD will determine the total number of acre feet of Nonpotable Water used below Eighty percent (80%) by Customer in the fiscal year. The fiscal year shall be from July 1 to June 30. Monthly CVWD will provide an update on Customer's performance in meeting this Eighty percent (80%) requirement. The Conservation Charge will be calculated by multiplying the number of acre feet below Eighty percent (80%) by one-half of the NPWC. An invoice will be sent to Customer within sixty (60) days of the end of any fiscal year where Customer used less than Eighty percent (80%) Nonpotable Water.

If CVWD interrupts service of Nonpotable Water, as described in Section V(A) above, for example, such interruption will be considered in the calculation to be determined whether or not the requirement to use Eighty percent (80%) Nonpotable Water has been met.

## IX. SURFACE IMPROVEMENTS

CVWD shall use reasonable and ordinary care in the removal of any surface improvements that CVWD may be required to remove in the future to access the delivery system or CVWD Facilities. If surface improvements are required to be removed by CVWD to access the delivery system or CVWD Facilities, CVWD shall only be responsible for replacing and repairing concrete curb and gutters and asphalt paving ("Covered Surface Improvements"). CVWD shall not be responsible for replacing any other surface improvements such as, but not limited to, landscaping, stamped concrete or concrete pavers, the repair and replacement of which shall be at Customer's sole expense ("Not Covered Surface Improvements"). Any Not Covered Surface Improvements installed upon or immediately adjacent to the delivery system or CVWD Improvements after the effective date of this Agreement shall be at Customer's sole risk. At least thirty (30) days prior to CVWD accessing, removing or otherwise attempting to modify a Not Covered Surface Improvement, notice shall be provided to Customer to permit Customer to take steps necessary to properly remove or otherwise protect the Not Covered Surface Improvements. Therefore, Customer waives all rights it may have under Civil Code Section 1542 to seek damages from CVWD for repair or replacement of Not Covered Surface Improvements which may arise from CVWD's activities in accessing the delivery system or CVWD Facilities, so long as such activities do not result in damages as a result of negligence or willful misconduct.

## X. TERM

The Term of this Agreement shall be for a period of five (5) years from the Effective Date subject to the termination provisions in Section XII. This Agreement shall automatically renew for additional five (5) year terms without further action by the Parties until this Agreement is terminated pursuant to Section XII below. Each renewal of this Agreement shall be subject to CVWD's right, in its sole discretion, to unilaterally amend and modify this Agreement at any time, to implement CVWD policy changes applicable to all CVWD Nonpotable Water users, effective immediately upon written notice to Customer. Any changes to this Agreement that are unique to Customer must be by mutual agreement of the Parties.

## **XI. DEFAULT**

Failure on the part of CVWD or Customer to meet any condition or requirement of this Agreement, other than as a result of conditions beyond the control of CVWD and/or Customer, such as force majeure/acts of God, shall constitute a default. The nondefaulting Party shall provide the other Party with written notice of default before taking further action, and the other Party shall have thirty (30) days from the date of the notice of default to commence to cure same. In the absence of cure, the nondefaulting Party may pursue all legal remedies available to it, including the termination of this Agreement or suit to collect damages or outstanding charges due.

## **XII. TERMINATION**

- A. CVWD shall have the right to terminate this Agreement upon giving Customer one hundred twenty (120) days written notice of termination.
- B. In addition, CVWD may terminate delivery of Nonpotable Water in the event of mandatory changes in the requirements of Nonpotable Water from regulatory agencies (other than CVWD) having jurisdiction over Nonpotable Water and/or changes in its water quality which would cause CVWD to expend funds for capital expenditures to such an extent that the delivery of Nonpotable Water to Customer would no longer be economically feasible. Customer hereby waives any claim that it may have against and will defend and indemnify CVWD against any claim by others for damage or economic loss resulting from the termination of Nonpotable Water service for any reason. CVWD shall give Customer a minimum of one hundred twenty (120) days' notice of its intent to permanently terminate Nonpotable Water service pursuant to this subparagraph.
- C. In the event of termination of this Agreement pursuant to this Section XII, Customer shall be responsible for payment for deliveries of Nonpotable Water up to and including the date of termination as well as any other applicable costs and charges under this Agreement pursuant to the payment provisions of Section VIII(A)(1)(b) herein.

## **XIII. TRANSFER OF CUSTOMER'S PROPERTY**

In the event the Customer transfers or leases Customer's Property, the Customer hereby agrees to deliver a copy of this Agreement to the transferees or lessees on or before the transfer of the Customer's Property. Concurrently with the delivery of the Agreement to the transferees or lessees, the Customer shall obtain a written acknowledgment and acceptance of the terms of this Agreement executed by the transferees or lessees indicating that (a) the transferees or lessees have received a copy of the Agreement, and (b) the transferees or lessees have or shall have, prior to the date the Customer's Property is transferred or leased to the transferees or lessees, acknowledge the terms and provisions contained in the Agreement and (c) expressly agree to assume any and all obligations of the Customer under this Agreement. CVWD shall have the right to approve the proposed assignment of this Agreement, which approval may be withheld in CVWD's reasonable discretion. The Customer shall deliver the executed acknowledgment to CVWD within five (5) business days of receipt.

## IX. GENERAL PROVISIONS

- A. Further Assurances. Each Party shall execute, acknowledge and deliver such other documents and instruments as are reasonably necessary to carry out the intent and purposes of this Agreement.
- B. Counterparts. This Agreement may be executed in two or more counterparts; each counterpart shall be deemed an original instrument as against the Party who signed it.
- C. Binding on Successors. This Agreement is binding and shall inure to the benefit of the Parties hereto and to their respective successors, assigns and representatives.
- D. Attorneys' Fees. In the event that any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, the prevailing Party shall recover reasonable attorneys' fees incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions.
- E. No Prior Assignment. The Parties to this Agreement hereby warrant and represent that the Parties have not heretofore assigned or transferred, or purported to have assigned or transferred to any person whomsoever, any matter, including claims, released or covered by this Agreement or any part or portion thereof. Further, the Parties hereto agree to indemnify and holds harmless the Parties hereto from any claims resulting from any person or entity asserting any such claim pursuant to any such assignment or transfer by the indemnifying Party.
- F. Governing Law. This Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of California. In the event that this Agreement must be enforced by a court of law, the Parties hereby agree that the said action shall be tried by the Superior Court of Riverside County of the State of California, Desert Judicial District.
- G. Power to Execute. The Parties represent and warrant that they have carefully read this Agreement and had the contents and legal effect hereof fully explained by legal counsel of their choosing; that the Parties have the sole and exclusive power and authority to execute this Agreement and do so of their own free act.
- H. Entire Agreement. This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the Parties, and supersedes and replaces all prior negotiations, proposed agreement and agreements, whether written or oral, expressed or implied, of any type whatsoever. Each of the Parties hereto acknowledges that neither any other Party hereto nor any agent or attorney or any other Party whomsoever has made any promise, representation or warranty whatever, expressed or implied, not contained herein concerning the subject matter hereof to induce it to execute this Agreement, and acknowledges and warrants that this Agreement is not being executed by such Party in reliance on any promise, representation or warranty not contained herein.

- I. Severability. In the event that any of the provisions of this Agreement shall be held to be invalid, the same shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement.
- J. Notices. All notices provided for hereunder shall be in writing an mailed (registered or certified, postage prepaid, return receipt requested), or by express carrier (return receipt requested) or hand delivered to the Parties at the addresses set forth below r at such other addresses as shall be designated by such Party and a written notice to the other Party in accordance with the provisions of this Section. All such notices shall, if hand delivered,, or delivered by express carrier, be deemed received upon delivery and, if mailed, be deemed received three (3) business days after such mailing.

CVWD:  
Coachella Valley Water District  
Attention: Jim Barrett, General Manager  
Post Office Box 1058  
Coachella, California 92236

CUSTOMER:  
Oasis Palm Desert Homeowners Association  
42-300 Casbah Way  
Palm Desert, California 92211

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties hereto have executed this Nonpotable Water Agreement as of Effective Date first above written.

**CUSTOMER**

By: Cheryl Pool

Dated: 4-25-18

Title: President

**COACHELLA VALLEY WATER DISTRICT**

By: J. M. Barrett  
J. M. Barrett

Dated: 5.30.2018

Title: General Manager

PLEASE ATTACH APPROPRIATE  
NOTARIAL CERTIFICATES

**Attachments:**

Exhibit A: Well Production Metering Agreement

Exhibit B: California Regional Water Quality Control Board, Colorado River Basin Section,  
General Order No. 97-700 or subsequent State Water Resources Control Board Order WQ 2016-  
0068-DDW.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Riverside

On 4-25-2018 before me, Cheryl Overman, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Cheryl Pool

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Cheryl Overman

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Nonpotable Water Agreement

Document Date: 4-25-18

Number of Pages: 11

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Cheryl Pool

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☒ Other: President of HOA (Oasis CC)

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

**NOTARY ACKNOWLEDGMENT**

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

STATE OF CALIFORNIA)

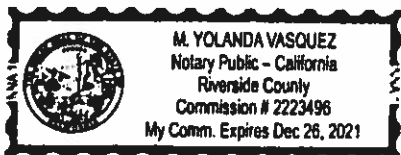
) ss.

County of Riverside )

On May 31, 2018, before me, M. Yolanda Vasquez, Notary Public, personally appeared J. M. Barrett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



M. Yolanda Vasquez  
M. Yolanda Vasquez, Notary Public

(Seal)

COMMISSION NO. 2223496

MY COMMISSION EXPIRES DECEMBER 26, 2021

CAPACITY CLAIMED BY SIGNER: General Manager

SIGNER IS REPRESENTING: Coachella Valley Water District