THE WATER CONSERVATION GARDEN AUTHORITY
FOUNDED 1992

April 28, 2026
Regular Meeting of Water Conservation Garden Authority
3:30 p.m.
Water Conservation Garden Multipurpose Room
12122 Cuyamaca College Drive West
El Cajon, California 92019

OPEN MEETING

1. Call meeting to order and roll call.
2. Pledge of Allegiance.
3. Approve agenda (additions and/or deletions).

PUBLIC COMMENTS

4. Public comment.

ACTION ITEMS

5. The board approve the February 24, 2026, regular board meeting minutes.
6. The board authorize staff to distribute the Third Amended and Restated Joint Powers Agreement for the Water Conservation Garden Authority to the member agencies.

INFORMATIONAL ITEMS

7. The board receive an update from Harold Bailey on the plant accessioning project.
8. The board receive an update on Garden operations and finances from Director of Garden Operations Lauren Magnuson.
9. The board review and discuss the updated and proposed agreement for the County of San Diego Watershed Protection Workshops with the County of San Diego.

DISCUSSION ITEMS

10. Director comments.
11. President comments.
12. Acting administrator comments.
13. Legal counsel comments.

ADJOURNMENT

14. Adjourn regular board meeting.

THE WATER CONSERVATION GARDEN AUTHORITY
FOUNDED 1992

Regular Meeting of the Water Conservation Garden Authority Minutes
Tuesday, February 24, 2026, 3:30 p.m.
Water Conservation Garden Multipurpose Room
12122 Cuyamaca College Drive West, El Cajon, California 92019

DRAFT

OPEN MEETING

1. **Call meeting to order and roll call.**
    a. The meeting was called to order at 3:38 p.m. by President Hedberg.
    b. Voting members present:
        i. Kathleen Coates Hedberg, President, Helix Water District
        ii. Jose Lopez, Vice Chair, Otay Water District
        iii. Steve Castaneda, Sweetwater Authority
    c. Guests, presenters and staff members present:
        i. Jeremy Jungreis, Rutan & Tucker (via phone)
        ii. Delfina Gonzalez, Alternate, Otay Water District
        iii. Lauren Magnuson, Water Conservation Garden
        iv. Steve Zolezzi, Garden Volunteer Coordinator
        v. Brian Olney, Helix Water District
        vi. Jennifer Bryant, Helix Water District
        vii. Jessica Mackey, Helix Water District
        viii. Tim Townsley, Water Conservation Garden
        ix. Yaily Gonzalez, Water Conservation Garden
        x. Tenille Otero, Otay Water District

2. **Pledge of Allegiance.**
    a. Chair Hedberg led the Pledge of Allegiance.

3. **Approve agenda (additions and/or deletions).**
    a. **Motion:** Director Castaneda moved to approve the agenda and Director Lopez seconded the motion. The motion passed unanimously, with Director Neault absent.

PUBLIC COMMENTS

4. **Public comments.**
    a. There were no public comments.

ACTION ITEMS

5. **The board approve the January 27, 2026, regular board meeting minutes.**
    a. **Motion**: Director Castaneda moved to approve the January 27, 2026, minutes, and Director Lopez seconded the motion. The motion passed unanimously, with Director Neault absent.

6. **The board adopt Resolution 26-02 approving the Water Conservation Garden Authority Event Alcohol Use Policy.**
    a. Acting Administrator Brian Olney confirmed the policy was revised per the board's request for clarifying approving authority.
    b. **Motion**: Director Castaneda moved to adopt Resolution 26-02 approving the Water Conservation Garden Authority Event Alcohol Use Policy, and Director Lopez seconded the motion. The motion passed unanimously, with Director Neault absent.

7. **The board approve a one-time performance bonus to the Director of Garden Operations in accordance with the Director of Garden Operations employment contract.**
    a. Acting Administrator Brian Olney confirmed the board reviewed the financial performance of the Director of Garden Operations and agreed to moved forward with the one-time performance bonus of $8,300.
    b. **Motion:** Director Castaneda moved to approve a one-time performance bonus to the Director of Garden Operations in accordance with the Director of Garden Operations employment contract, and Director Hedberg seconded the motion. The motion passed unanimously, with Director Neault absent.

INFORMATIONAL ITEMS

8. **The board receive an update on Garden operations and finances from Director of Garden Operations Lauren Magnuson.**
    a. Ms. Magnuson reported attending the recent tour of the East County Advanced Water Purification facility and the R.M. Levy Water Treatment Plant; updating the website with an interactive exhibits map; updating signs around the Garden; and gave an overview on upcoming Garden events. Garden Volunteer Coordinator Steve Zolezzi reviewed January volunteer hours. Treasurer Jennifer Bryant reviewed the Garden's Treasurer's Report.

9. **The board receive the Annual Independent Financial Audit Report from West Rhode and Roberts.**
    a. Christopher Roberts, partner from audit firm West Rhode and Roberts, presented the draft Annual Financial Audit Report for the Water Conservation Garden Authority and reported that his firm had issued an unqualified opinion on the Garden's financial statements.
    b. **Motion**: Director Castaneda moved to approve the Annual Independent Financial Audit Report from West Rhode and Roberts, and Director Lopez seconded the motion. The motion passed unanimously, with Director Neault absent.

10. **The board receive the Evaluation of the Water Conservation Garden Free Programming report performed by San Diego State University.**
    a. Director of Garden Operations Lauren Magnuson reviewed the evaluation report and noted the information found in the report will be used moving forward.

DRAFT

DISCUSSION ITEMS

11. Director comments.

a. Director Castaneda noted he was excited to hear the positive news about the Garden. Director Lopez noted he was very pleased with the work being accomplished.

12. President comments.

a. President Hedberg showed her updated Helix Water District business card with the Garden information on the back.

13. Acting administrator comments.

a. Acting Administrator Brian Olney confirmed bringing a draft of the JPA agreement to the March WCGA board meeting.

14. Legal counsel comments.

a. Legal counsel Jeremy Jungreis recommended at the next meeting the board authorize sending the draft JPA agreement to the member agencies.

15. Adjourn regular board meeting.

a. The meeting adjourned at 4:48 p.m.

DRAFT

Item 6

THE WATER CONSERVATION GARDEN AUTHORITY
FOUNDED 1992

BOARD REPORT

TO: Board of Directors

FROM: Brian M. Olney, Interim Administrator

INITIATED BY: Lauren Magnuson, Director of Garden Operations

DATE: April 28, 2026

SUBJECT: Third Amended and Restated Joint Powers Agreement for the Water Conservation Garden Authority.

Recommendation:

The board authorize staff to distribute the Third Amended and Restated Joint Powers Agreement for the Water Conservation Garden Authority to member agencies.

Background:

The Water Conservation Garden Authority was established on August 12, 1992, with the adoption of the Joint Powers Agreement. The Joint Powers Agreement was Amended and Restated in 2003 and 2019 to add new members and make other required revisions. The Friends of the Garden previously operated the Garden but became insolvent on or about January 2024. and the Water Conservation Garden Authority terminated their operations agreement and assumed direct oversight of Garden operations. In 2025, the City of San Diego and San Diego County Water Authority withdrew from the Water Conservation Garden Authority and subsequently on June 30, 2025, the remaining Water Conservation Garden Authority member agencies approved a Memorandum of Understanding clarifying the ongoing obligations of the member agencies and to address various funding and operational issues.

Due to the changes described previously, the Joint Powers Agreement needs to be amended and restated again to update the terms to reflect the current membership and operations of the Water Conservation Garden Authority, remove references to the Friends of the Garden and obligations the Friends of the Garden had under the prior agreement and to incorporate relevant portions of the June 30, 2025, Memorandum of Understanding.

Staff and Water Conservation Garden Authority legal counsel have developed a Third Amended and Restated Joint Powers Agreement for the Water Conservation Garden Authority to address the required changes and updates. The agreement will require review and approval by the member agencies. The review process is anticipated to take some time to allow for exchange of requested changes and comments to reach a final agreement.

Attachments:

1. Third Amended and Restated JPA Agreement (Draft)

Item 6 Attachment 1

THIRD AMENDED AND RESTATED
JOINT POWERS AGREEMENT
FOR THE WATER CONSERVATION GARDEN AUTHORITY

This THIRD AMENDED AND RESTATED JOINT POWERS AGREEMENT is, dated for reference purposes only as XXXXX, XX 2026, made and entered into in the County of San Diego, State of California by the Helix Water District, Otay Water District, Sweetwater Authority, and the Grossmont-Cuyamaca Community College District. Said agencies are sometimes referred to herein as "Parties".

WHEREAS, the Parties entered into a Joint Powers Agreement dated August 12, 1992, and amended from time to time, for the purpose of creating and maintaining a water efficient demonstration garden ("Garden") in the furtherance of water conservation and sustainability; and

WHEREAS, on August 12, 1992, the Parties to the Joint Powers Agreement created the Water Conservation Garden Authority ("Authority") to carry out the stated purposes of the Joint Powers Agreement; and

WHEREAS, the Joint Powers Agreement has been amended at various times to add new members and make other required revisions; and

WHEREAS, on August 13, 2003, the Parties entered into an Amended and Restated Joint Powers Agreement to address a variety of issues including the process for a member to withdraw and the effect of such a withdrawal: and

WHEREAS, on July 18, 2019, the Parties entered into a second Amended and Restated Joint Powers Agreement to address operation of the Garden through an operating agreement with a non-profit entity, the Friends of the Water Conservation Garden ("Friends"), an entity that operated the Garden until Friends became insolvent on or about January 2024 whereupon the Authority terminated the operations agreement and resumed direct management and control of the Garden ; and

WHEREAS, on June 30, 2025, after former Authority members City of San Diego and San Diego County Water Authority withdrew from the Authority, the Parties entered into a Memorandum of Understanding (the "June 30, 2025 MOU") clarifying the ongoing obligations of the remaining members of the Authority pursuant to the Second Amended and Restated Joint Powers Agreement and to address various funding and operational issues; and

WHEREAS, the Parties now desire to amend and restate the Joint Powers Agreement a third time in order to update the terms to reflect the current membership and operations of the Authority, to remove any references to Friends and obligations that Friends had under the prior version of the Joint Powers Agreement, and to incorporate relevant portions of the June 30, 2025 MOU into the Joint Powers Agreement.

NOW, THEREFORE, it is agreed by and between the Parties that the Joint Powers Agreement Creating the Water Conservation Garden Authority, as restated and amended, and the June 30, 2025, MOU are hereby amended, restated, and replaced by this Third Amended and Restated Joint Powers Agreement:

ARTICLE 1

DEFINITIONS

The following definitions shall apply to the provisions of this agreement:

A. "Agency" or "agencies" shall mean any public agency established by general law or special act under the laws of the State of California and which is a signatory member of this Authority.

B. "Authority" or "WCGA" shall mean the Water Conservation Garden Authority created by this agreement.

C. "Board of Directors" or "Board" shall mean the governing body of the Authority.

D. "Director of Garden Operations" shall mean the person hired by the Authority Board of Directors to carry out the day-to-day operations of the Garden, develop strategic planning and directives of the Garden in alignment with the mission of the Garden and direction of the Authority Board of Directors. The Director of Garden Operations is employed by the Water Conservation Garden Authority and serves at the pleasure of the Authority's Board of Directors.

E. "Garden" shall mean the water efficient demonstration garden located on the campus of Cuyamaca Community College.

F. "Fiscal Year" shall mean that period of 12 months which is established as the fiscal year of the Authority. The fiscal year shall end on the 30th of June and Begin on the 1st of July each year.

G. "Interim Administrator" shall mean the person appointed by the board of directors from a member agency to support the board in administering operation of the Garden in alignment with this agreement.

H. "Joint Powers Law" means the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of title 1 of the government Code, Sections 6500 et. seq., as may be amended from time to time.

I. "Treasurer" shall mean that person appointed by the board to perform the duties of the Treasurer as set forth in Article 13 of this agreement.

J. "Water Efficient" means quality landscaping, education, and practices that conserve water, use demonstrate efficient use of water and sustainably protects the environment.

ARTICLE 2

PURPOSES

This agreement is entered into by agencies pursuant to provisions of Government Code Sections 6500 et seq., to further the purposes of water conservation by creating, operating and maintaining a water efficient demonstration garden and related facilities located on the campus of Cuyamaca College to, among other things, educate the public about water efficient practices and sustainable water use.

ARTICLE 3

PARTIES TO THE AGREEMENT

Each party to this agreement certifies that it intends to and does contract with all other parties who are signatories to this agreement and, in addition, with such other parties as may be added as parties to and signatories of this agreement as provided herein. Each party to this agreement also certifies that the withdrawal or removal of any party from this agreement shall not affect this agreement, nor such party's intent to contract, as described above, with the other parties of the agreement then remaining.

ARTICLE 4

EFFECTIVE DATE OF AGREEMENT

This agreement became effective on August 12, 1992, and shall continue in effect until terminated in accordance with the terms in Article 20 of this agreement.

ARTICLE 5

CREATION OF AUTHORITY

Pursuant to Sections 6500 et seq., of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the Water Conservation Garden Authority. Pursuant to Government Code section 6408.1, the debts, liabilities and obligations of the authority shall not constitute debts, liabilities or obligations of any party to this agreement or of any other agency.

ARTICLE 6

POWERS OF AUTHORITY

A. The Authority shall have the powers common to agencies and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:
    1. To make and enter into contracts.
    2. To incur debts, liabilities or obligations.
    3. To acquire, hold or dispose of property, contributions and donations or property, equipment, facilities, funds, services or other forms of assistance from persons, firms, corporations and governmental entities.
    4. To sue and be sued in its own name.

B. To exercise all powers necessary and proper to carry out the terms and provisions of this agreement or otherwise authorized by law. Said powers shall be exercised pursuant to the terms hereof and in a manner provided by law for an irrigation district established pursuant to the Irrigation District Law, California Water Code §20500 et seq.

ARTICLE 7

BOARD OF DIRECTORS

A. The Authority shall be governed by the board of directors which is hereby established and which shall be composed of one representative from each agency. In addition to appointing its member to the board, each agency shall appoint at least one alternate. The alternate may participate as a member of the board at any meeting, including if the regular member is present, however, only the regular member may vote and act with powers of a board member when both the regular member and alternate are present. If the regular member is not present at any meeting, then the alternate member may act with all of the same the same powers of a regular board member. However, notwithstanding how many alternate members have been appointed by an agency and are in attendance at a meeting, no agency shall have more than one vote on any matter before the board.

B. Each director or alternate to the board shall serve until a successor is appointed. Each director or alternate shall serve at the pleasure of the appointing agency.

C. Each agency shall have one equal vote on the board, and an alternate shall stand in the shoes of the appointed member when the appointed member is not present.

D. All board members may vote on items regarding cost and financial liability to the Authority, however, the vote must pass two thresholds to be approved:

1. The vote must be approved by a majority of the board.
2. The vote must also be approved by a majority of the non-fixed contribution member agency board members, as that term is described in Article 15.

ARTICLE 8

POWERS OF THE BOARD OF DIRECTORS

The board of directors of the Authority shall have the following powers and functions:

A. To define goals of the Authority to fulfill its purposes as defined in Article 2.

B. To have the authority to hire persons or entities deemed necessary for the administration of the Authority.

C. To direct investment funds collected by the Authority.

D. To develop and provide contracts for various services for the Authority.

E. To cause to be prepared an annual budget and audit pursuant to Article 12.

F. To have the powers and duties reasonably necessary to carry out the purposes the Authority.

ARTICLE 9

MEETINGS OF THE BOARD OF DIRECTORS

A. Meetings. The board shall provide for its regular, adjourned regular and special meetings upon the call of the President of the board, provided however, that it shall hold at least one regular meeting annually. The annual meeting shall be held on the fourth Tuesday in January each year.

B. Minutes. The board secretary shall cause a copy of the draft minutes to be forwarded to each member of the board as part of the agenda for the next meeting and a final copy shall be sent to the clerk of each agency following approval of the draft minutes by the board.

C. Quorum. A majority of the members of the board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of the board members present shall be necessary to take action by the board, except as otherwise specifically set forth in this agreement.

D. Deferral of Agenda Items. Any voting member of the board may request deferral of any agenda item to the next scheduled board meeting and any request for deferral longer than

the next scheduled board meeting will be subject to a vote of the majority of the board members present at the meeting constituting a quorum. A deferred item may not be subsequently deferred without a vote of the majority of the board members present at the meeting.

E. Compliance with the Brown Act. All meetings of the board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950, et seq. To the extent there is a conflict between this Agreement and the Ralph M. Brown Act, as may be amended from time to time, the Ralph M. Brown Act shall prevail.

ARTICLE 10

OFFICERS OF THE AUTHORITY

A. President and Vice President. The officers of the Authority shall be elected for a two-year term at the first meeting of the board no later than March 30 of every even numbered year or as necessary to fill a vacancy. Each officer shall hold office until a successor is elected. In the event the President or Vice President so elected ceases to be a member of the board, the resulting vacancy in the office of President or Vice President shall be filled by appointment of the member agency alternate at the next meeting of the board after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in their absence, the Vice President, shall preside and conduct all meetings of the board.

1. A member agency may not hold the position of President for more than two consecutive terms after which the President shall be from a different member agency for at least one two-year term.
2. The member agency of the President shall support the board of directors by performing the duties of the Secretary unless otherwise agreed to by the board as described in Article 10 (B).

B. Secretary. The Secretary, who may either be a member of the board or an employee of one of the Authority's member agencies, shall, in coordination with the Director of Garden Operations, maintain records of the board, develop and post agenda packets, provide notices of meeting and other similar activities in support of the board to carry out the purposes of this Agreement. Unless otherwise agreed to by the board, the duties of the Secretary shall be performed an employee of the member agency of the President of the board.

C. Treasurer. The board shall appoint the Treasurer, who pursuant to Government Code Section 6505.5, shall be the Treasurer of one of the contracting parties to this agreement or a certified public accountant.

D. Other Officers. The board shall have the power to appoint such other officers as may be necessary to carry out the purposes of this agreement.

1. The board may appoint an Interim Administrator to support the administration of Authority business for the purposes of this agreement.
2. The Interim Administrator is preferably selected from the member agency of the current President to maintain coordination, however the Interim Administrator may be from any member agency.
3. The Interim Administrator shall work with the President of the board, Secretary, and Director of Garden Operations to support the Authority as necessary to carry out the purposes of this agreement in the operation of the Garden. Tasks will include but are not limited to ensuring insurance requirements are updated and in place as required, establishing annual board meetings, reviewing banking and financial documents and ensuring they are provided to the board of directors, scheduling and facilitating the annual performance evaluation of the Director of Garden Operations, and assisting the Director of Garden Operations in the development of the annual budget. Should the board determine not to appoint an interim administrator, then the Director of Garden Operations, or their designee, shall perform the duties described in this paragraph.

ARTICLE 11

INSURANCE COVERAGE

The Authority shall maintain levels and types of insurance coverage for the Authority determined by the board of directors to be reasonably adequate and required by or consistent with the License Agreement by and between the Authority and Grossmont-Cuyamaca Community College District, dated August 1, 2006, as amended from time to time.

ARTICLE 12

ACCOUNTS AND RECORDS

A. Annual Budget. The Authority shall annually adopt a budget including an allocation of contributions from member agencies.

B. Funds and Accounts. The Treasurer of the Authority, or such person/entity to whom the Treasurer delegates this function, shall establish and maintain such funds and accounts as required by the board and as required by good accounting practice. Authorized representatives of the member agencies shall be authorized to inspect the books and records of the Authority which the Director of Garden Operations maintains at all reasonable times

and as otherwise required by law. The Authority shall adhere to a standard of strict accountability of all funds as set forth in the Joint Powers Law.

C. Treasurer's Report. The Treasurer, within 90 days after the close of each fiscal year, shall provide an overview of the Authority's financial statements for such fiscal year to the board.

D. Annual Audit. The Auditor shall conduct a certified annual audit of the accounts and records of the Authority. The audit shall be performed by a certified public accountant and shall conform to generally accepted accounting standards and the final report shall be presented by the auditor at a regular, Authority board meeting. A report thereof shall be filed as a public record along with the board meeting Agenda and supporting Package and posted on the website of the Water Conservation Garden. Such report shall be filed within six months of the end of the year under examination.

ARTICLE 13

RESPONSIBILITY FOR FUNDS AND PROPERTY

A. The Treasurer of the Authority or such person/entity to whom the Treasurer delegates this function, shall have custody of and disburse the Authorities funds. Additionally, the Treasurer shall have the authority to delegate the signatory function of Treasurer to such persons as are authorized by the board.

B. A bond in the amount determined adequate by the board may be required of all officers and personnel authorized to disburse funds of the Authority. Such bond is to be paid for by the Authority.

C. The Treasurer of the Authority shall assume the duties described in Government Code Section 6505.5 including:

1. Receive and acknowledge receipt for all money of the Authority and place in a treasury of the Authority.
2. Be responsible, upon their official bond, for the safekeeping and disbursement of all the Authority's money so held by them.
3. Pay, when due, out of money from the Authority so held by them, all sums payable on outstanding bonds and coupons of the Authority.
4. Pay any other sums due from the Authority money only upon warrants approved by the President of the board or their designee. The warrants shall be drawn by the Treasurer or their delegate authorized by the board.
5. Verify and report periodically to the Authority and to member agencies the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report.

D. The Treasurer or such person/entity to whom the Treasurer delegates this function shall deposit the funds of the Authority in accordance with the investment policy required by law, and approved by the board, in those institutions and investments permitted pursuant to Government Code Section 53601, et seq.

ARTICLE 14

RESPONSIBILITIES OF THE AUTHORITY

The Authority shall perform the following functions in discharging its responsibilities under this agreement:

A. Provide or cause to be provided a water efficient and sustainable demonstration Garden and related facilities.
B. Operate the water efficient and sustainable demonstration Garden or provide operations through contract as approved by the board.
C. Provide sufficient funding for operations of the Water Efficient Demonstration Garden as provided for in Article 15 of this agreement.
D. Hire and supervise the Director of Garden Operations to perform the day-to-day operations, strategic planning and directives of the Garden in alignment with the mission of the Garden and direction of the board of directors.
E. Appoint an Interim Administrator, if desired by the board, from one of the member agencies to support the board and Authority staff in administering operation of the Garden in alignment with this agreement.
F. Develop an annual budget required to carry out the responsibilities of the Authority to operate and maintain a water efficient and sustainable demonstration garden. The Authority will evaluate and utilize cash balances in setting the annual budget and associated member agency contribution amounts for member agencies that do not have a fixed annual contribution amount.
G. Cause distribution of funds in operation of the water efficient and sustainable demonstration garden pursuant to Article 13 of this agreement and as approved by the board through the annual budgeting process.
H. Provide annual invoices to member agencies pursuant to annual contribution amounts in Article 15 of this agreement. Annual invoices will be issued to member agencies in June of each fiscal year to be paid in July of each fiscal year.
I. To use the Authority's best efforts, through the member agencies, to share resources and work cooperatively to advance the success of the Garden and carry out the purposes of this agreement.
J. The Authority shall have such other responsibilities as deemed necessary by the board in accordance with this agreement.

ARTICLE 15

RESPONSIBILITIES OF THE MEMBER AGENCIES

Member agencies shall have the following responsibilities:

A. Each member agency shall appoint a representative and at least one alternate to the board of directors, pursuant to Article 7 of this agreement. Where a vacancy occurs on the board, through resignation of a regular or alternate direct, then each member agency shall appoint a replacement, as applicable, within 30 days of the vacancy occurring.

B. Each member agency shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out joint or cooperative programs under this agreement.

C. Each member agency will provide reasonable resources in the participation and support of the Authority in carrying out its mission to provide a water efficient and sustainable demonstration garden and related programs.

D. Each agency will make an annual funding contribution to satisfy the funding obligations agreed to by each member agency. The funding obligations shall be paid by each member agency upon receipt of the annual invoice provided by the Authority based upon the following, unless modified as set forth herein:

1. Sweetwater Authority (Fixed Contribution):
   Effective July 1, 2026, Sweetwater Authority's annual contribution amount shall be forty-eight thousand dollars and zero cents ($48,000.00). This amount shall be adjusted annually in an amount equal to any increase in the rate of inflation for the prior twelve months, as reflected in the San Diego Consumer Price Index for all urban consumers (CPI-U) posted by the U.S. Bureau of Labor Statistics.

   The annual contribution amount for Sweetwater Authority is fixed as stated herein, and it will not be adjusted in cases where other member agencies withdraw or if new member agencies join the Authority.

   Nothing precludes Sweetwater Authority from making an annual contribution in excess of the fixed amount in this agreement to support the services and benefits received by Sweetwater Authority or its customers by virtue of the Authority's operation of the Garden. Any excess annual contribution made by Sweetwater Authority in this manner does not obligate Sweetwater Authority to change its fixed annual contribution amount in the future, unless agreed to by the Parties of this agreement.

2. Helix Water District and Otay Water District (Non-Fixed Contribution):

Effective July 1, 2026, the annual contribution amount for Helix and Otay will be set in an amount sufficient to allow Helix and Otay to equally cover the difference between the Authority's total annual budget requirement approved by the board of directors, and the contribution amounts provided by: (i) member agencies other than Helix and Otay; (ii) other revenues generated by the Authority through Garden events, memberships and voluntary contributions/donations . Authority cash balances will be evaluated to set final contribution amounts for Helix and Otay pursuant to Article 14 (F) of this agreement during the annual budgeting process.

Helix and Otay's contribution amounts may be adjusted when other member agencies withdraw or new member agencies are added as agreed to by the parties of this agreement.

3. Grossmont-Cuyamaca Community College District:
   Grossmont-Cuyamaca Community College District provides the land used for the water efficient and sustainable demonstration garden in lieu of a requirement to provide an annual contribution amount.

E. If a member agency withdraws from the Authority pursuant to Article 17 of this agreement, the remaining members, excluding Sweetwater Authority, shall assume an equal prorated portion of the withdrawing members' future responsibility until such time as a new member joins the Authority and annual contribution amounts are recalculated and agreed to by the parties to this agreement.

F. Funding contribution amounts may be modified no more than one time per year by resolution of board and approval of an Operating Memorandum ("OM") executed by those members whose contribution amounts are being modified. The OM may be approved by the member agency board or administratively based upon the policies and procedures of the member agency.

ARTICLE 16

MEMBERSHIP (MEMBER AGENCIES)

Membership may include public agencies. "Ex Officio" membership may include private parties as well as non-signatory public agencies.

The Authority shall allow entry of new members only upon approval of the majority of the board. Agencies entering membership under this article may be required to pay their share of the Authority's expenses, as determined by the board.

ARTICLE 17

WITHDRAWAL

A. A member agency may only withdraw from this agreement by providing the Authority and all member agencies with a written notice of intent to withdraw. Said notice shall include a written waiver and release of any and all rights to or interest in any asset owned, operated, or controlled by the Authority.

B. A notice of intent to withdraw may be provided at any time, provided that the withdrawal shall only be effective after twelve (12) months from the date the notice is received by the Authority and all member agencies. Annual contribution amounts of the withdrawing party or parties will be pro-rated based on the current annual contribution amount during the twelve (12) month period between the date notice is received by the Authority and all member agencies and the effective date of the withdrawal.

ARTICLE 18

CANCELATION

Notwithstanding the provisions of Article 19, the Authority shall have the right to cancel, for good cause, any member agency's participation in the Authority.

ARTICLE 19

EFFECT OF WITHDRAWAL

A. The withdrawal of any member agency from this agreement shall not terminate the same, and a member agency, by withdrawing, shall not be entitled to payment or return of any contribution paid, consideration paid or property paid or donated by the member agency to the Authority or to any distribution of assets, except as provided in Article 20.

B. The withdrawal of any member agency, pursuant to Article 17, shall not terminate its responsibility to contribute its share, as determined by the board, for (1) liabilities and claims accrued during the time the member agency was a participant and (2) budgeted expenses for the fiscal year and/or prorated share of the following fiscal year based on the twelve (12) month period provided in the notice of intent to withdraw.

ARTICLE 20

TERMINATION AND DISTRIBUTION

A. This agreement may be terminated by the written consent of a majority of the member agencies, provided however, that this agreement and the Authority shall continue to exist for

the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the Authority.

B. Termination of this agreement shall require a minimum 18 month notice to the Grossmont-Cuyamaca Community College District by the Authority. Once said notice is provided, the notice shall be irrevocable unless Grossmont-Cuyamaca Community College District, in its sole discretion, determines to allow the notice to be rescinded.

C. The board is vested with all powers necessary for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require member agencies, including those which were signatories hereto at the time an obligation arose or was incurred, to pay their share of any obligation incurred by the board.

D. Upon termination of this agreement, all assets of the Authority shall be distributed to the Grossmont-Cuyamaca Community College District.

E. Upon the dissolution of this Authority, assets not distributed pursuant to Section (D) above shall be distributed among the member agencies pursuant to their total percentage contribution to the total Authority budget during the prior fiscal year, or as otherwise agreed to by the remaining parties to this agreement.

ARTICLE 21

PROVISION FOR BYLAWS

The board may cause to be developed and adopt bylaws for the Authority to govern its day-to-day operations. Each member agency shall receive a copy of any bylaws developed under this article.

ARTICLE 22

NOTICES

Notices to member agencies hereunder shall be sufficient if delivered to the clerk of the respective member agency.

ARTICLE 23

ENFORCEMENT

The Authority shall have the right to enforce this agreement. If any suit or other proceeding or arbitration is brought by the Authority, or any member agency, to enforce this agreement, the

prevailing party shall be entitled to recover costs and expenses, including reasonable attorney's fees.

ARTICLE 24

INVALIDITY

Should any portion, term, condition or provision of this agreement be determined by a court of competent jurisdiction to be illegal and in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby provided that the purpose and intent of the agreement can be reasonably carried out without unenforceable or ineffectual term, condition or provision.

ARTICLE 25

TORT LIABILITY

Section 895.2 of the Government Code imposes certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said code. Therefore, the parties hereto, as between themselves pursuant to the authorization contained in sections 895.4 and 895.6 of the Government Code, each assumes the fill liability imposed upon it or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this agreement, to the same extent that such liability would impose in the absence of Section 8954.2 of said code. To achieve this purpose, each party indemnifies and holds harmless the other parties for any loss, cost or expense that may be imposed upon such other party solely by virtue of section 895.2 of the Government Code.

ARTICLE 26

AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

ARTICLE 27

AMENDMENTS

This agreement may be amended by approval of all of the bodies of the parties to this agreement.

(Add signature page to follow in final version)

Item 7

THE WATER CONSERVATION GARDEN AUTHORITY
FOUNDED 1992

BOARD REPORT

TO: Board of Directors

FROM: Brian M. Olney, Interim Administrator

INITIATED BY: Harold Bailey via Lauren Magnuson, Director of Garden Operations

DATE: April 28, 2026

SUBJECT: Plant Accessioning Project

Recommendation:

The board receive an update from Harold Bailey on the plant accessioning project.

Background:

Accessioning of the botanic assets of The Garden has been done in a haphazard manner since The Garden opened in 1999. In early 2024, an Accessioning Team was formed to update the plant list database to document essential information on the botanic assets in The Garden. Volunteers collaborated to establish the data types that would be of most use to staff, volunteers and guests, and be consistent with standards promulgated by American Public Gardens Association. A rudimentary spreadsheet database was established in 2016 and became the basis for the expanded program.

The team began identifying accessions in exhibits that were managed by a dedicated team, such as the Formal Garden, Container Garden, Butterfly Pavilion, and Native Habitat Garden. As work progressed through the exhibits, more team members were added eventually representing a cross section of the volunteer corps with 20 individuals.

In addition to identifying plants, the team also assigned accession numbers to each plant or group of plants within a particular exhibit. Numbers were affixed to existing labels and new labels were

engraved with common name, scientific name, provenance, and accession numbers. It has been the standard for The Garden to emphasize common names as the first line of a label because we are a demonstration garden and not a botanic garden.

The end of year 2025 database contained 1,322 accessions in 70 exhibits. Volunteers and staff are researching methods to make plant lists available to staff, volunteers, guests and researchers with such digital programs as Plantsoon or Google My Maps.

Attachment:

1. Plant Accession Report

Item 7 Attachment 1

Definitions

1. Accession – something added, such as a specimen in a botanic collection, an item in a museum, etc.
2. Taxon, plural taxa - a taxonomic category, as a species or genus.
3. Hybrid - The offspring of genetically dissimilar parents or stock, especially the offspring produced by breeding plants or animals of different varieties, species, or races.
4. Variety - A type of plant grown from seed that has the same characteristics as the plant parent.
5. Cultivar - A plant grown for specific properties. Cultivars are more difficult to reproduce from seed and are usually propagated by cloning or from cuttings.
6. Accession Numbering System - The first four digits are the year of the accession followed by a decimal point, followed by four digits indicating the sequence of the acquisition during the year, such as 1999.0705 and 2025.0006. The filler zeros are necessary to establish four decimal places for electronic sorting.
7. Nomenclature – Scientific names are in italics with only the genus initial letter capitalized, common names are not italicized and first letters of each word are capitalized.

Background

The plant collection is the largest asset of The Garden. It consists of 70 exhibits and a few special features such as espaliers. Careful record keeping is important to establish and maintain accurate information. The current database was initiated in 2016 and included only scientific name, common name, provenance, and exhibit location. American Public Gardens Association provides guidance on documenting and maintaining botanic collections. The basic guidance document is attached as Appendix 1.

In early 2024 a team formed to perform the inventory and documentation of the botanic assets. We began with some of the larger exhibits that were tended by a volunteer or a team. The volunteers who eventually were involved are listed in Appendix 2. Over the last two years the team has inventoried all the exhibits except three that have been under renovation or are planned to be renovated in the near future: Fire Wise, Nifty Fifty, and Amphitheater.

Process For Updating the Database

Establishing the parameters. The current database was initiated in 2016 as a simple spread sheet with rudimentary information. It was haphazardly updated until a group of volunteers took an interest in collecting and recording timely and accurate data on the plant collection in early 2024. The Accessioning Team began the process by identifying the factors considered essential to provide accurate and necessary information for internal use, potential collaboration with other gardens or research institutions and the public. The Team examined the lists of data fields contained in popular accessioning programs such as IrisBG and BG-BASE and recommendations for plant records from American Public Gardens Association.

We researched the capability and price of IrisBG and BG-BASE and later Brahms and found tthe price for the service was not commensurate with the utility needed. The Accessioning Team concluded that continuing to utilize the existing spreadsheet was sufficient for our purposes. Staff and members of the Accessioning Team are investigating other options for making plant information available to the public such as Google My Maps or Plantsoon. These programs could be more in The Garden's price range and more user friendly. Research will continue on these options. We also piloted relating plants identified on images of exhibits to a digital map with existing resources.

The first few meetings of the Team were focused on what information to include in the spreadsheet. The following list was selected:

1. Accession Number,
2. Local Number,
3. Plant Common Name,
4. Plant Scientific Name,
5. Other information on genus, family, etc.,
6. Provenance,
7. Location in The Garden by exhibit exhibit, and allowing for future geospatial data
8. Subarea of an exhibit, such as the Coastal Sage Scrub and the Oak Woodland in the
1. Native Habitat Garden,
9. Type of plant such as tree, cactus/succulent, shrub, vine, grass, etc.,
10. Number of plants of that species in that particular exhibit,
11. Comments including gender, toxicity, watering needs,
12. Date planted,
13. Vendor, such as nursery, big box store, local grower, propagated on site, etc.,
14. Donor if any,
15. Size of container at delivery,
16. Condition of plant at delivery,
17. Cost or initial value,
18. Date removed,
19. Reason for removal.

Other information might include color and shape of leaves; size, color and shape of blooms, tree bark characteristics, seasonal changes, types of wildlife it attracts or repels such as bees and birds or deer, etc.

Field Research. The next step was to begin the inventory of all plants in the botanic collection. The initial team took on the challenge and enlisted the assistance of volunteers who specialized in gardening certain types of plants, such as Formal Garden, Container Garden, Butterfly Pavilion and Native Habitat Garden. Other volunteers were added to the team when they offered assistance. The roster is shown in Appendix 2.

Several world-wide-web apps are available to assist with plant identification, including Google

Lens (Android), Visual Look Up (iPhone), Plant.net, Plant Snap, Flora Incognita and iNaturalist. Volunteers typically refer to two or more web sites to make the identification, then back check with a browser to ensure accuracy. Data was collected on paper forms then entered into the master database spreadsheet. The Team has inventoried all of the major exhibits with the exception of Fire Wise, Nifty Fifty and the Amphitheater.

Identification of varieties, cultivars, and hybrids is more difficult. For accuracy, data must be collected at the time of acquisition.

Assigning Accession Numbers. Accession numbers are typically assigned at the time a plant or group of plants of the same species is acquired. Because acquisition dates have not been recorded until two years ago, assigning appropriate accession numbers was estimated from the dates that exhibits were constructed or renovated. The history of modifications to exhibits is shown in Table 1. The dates are used for assigning numbers. For example, the first plant accession number for legacy plants at the time The Garden was opened was 1999.0001 and the plants in the Buckner Cactus and Succulent Garden constructed in 2005 are of the form 2005.0081.

TABLE 1

EXHIBIT CONSTRUCTION AND RENOVATION DATES

YEAR	EXHIBIT
2005	Buckner Cactus and Succulent Garden
2006	Children's Garden Trails
2007	Bird and Butterfly, Firewise, Irrigation
2008	Dorcas Utter Sensory Garden
2009	Meadow
2013	Butterfly Pavilion
2015	Native Habitat and Sub Exhibits
2017	Formal Garden Renovation
2018	Gazebo Renovation, Erosion Control
2019	Irrigation Wall, Cottages
2020	Tropical Look, Ciccati Front Yard
2021	Irrigation Equipment on Pergola
2022	Water Garden at Plaza
2026	Fire Wise Renovation
2026	Build Your Own Rain Barrel
2026	Replace Mediterranean Fence with Nifty Fifty

Future	Modify Amphitheater for events and rental expansion
Future	Formal Garden Upgrade

Labeling and Numbering Process. For numbering accessions, a master list of applied numbers is kept to assist in preventing duplication. The list is managed by one person to minimize the chance of assigning duplicate accession numbers to plants.

All of the information on each plant was either verified to be in the database or if missing was added if known or could be ascertained. For engraving labels the necessary information is easily drawn from the database and transferred into the engraver software. Examples of the data collected and recorded are shown in Table 2.

TABLE 2

Examples of Accession Data

PARAMETER	ACTUAL ENTRY	ACTUAL ENTRY	IDEAL
ACCESSION NUMBER	1999.0165	1999.0111	2026.0234
LOCAL NUMBER	81	12	None
SCIENTIFIC NAME	*Westringia fruticosa*	*Delosperma echinatum*	*Quercus agrifolia*
COMMON NAME	Coast Rosemary	Pickle Plant	Coast Live Oak
PROVENANCE	Australia	S. Africa	California
TYPE	Sh	CS	Tree
NUMBER OF PLANTS	1	1	1
SIGN	Num	Num	Brown
LOCATION	Container Garden	Container Exhibit	California Natives
REVISED LOCATION/SUB AREA	Container Exhibit		
NOTES			Propagated
DATE PLANTED	Unknown		2026 Jun 7
SIZE OF CONTAINER	Unknown		5 Gal.
SOURCE	Unknown		Propagated
DONOR			Uncle Bruce
PRICE			None
DATE REMOVED		Winter ‘26	
REASON REMOVED		Unknown probably died	

Labels. There has been a series of types of plant identifying labels. The originals were diamond shapes in a slotted holder. Corrosion of the metal posts and loss of the inserts has almost eliminated these from use. The next series were larger printed orange-brown labels in two sizes the larger measuring approximately 2.5 inches by 8 inches. Earlier signs did not include

provenance nor any numerical accessioning identification. Recently the printed surface of these labels has been peeling rendering them unappealing and are being replaced as needed. The most recent series are **in house** engraved brown signs with white letters in two sizes: 1.5 x 4.5 inches on bent steel bars and 1.25 by 3.5 inch labels on hairpin label stakes. Examples of labels are shown in Figure 1. New signs are being standardizing on 1.5 x 4.5 inch and 1.25 x 3.5 inch brown labels and specially numbered labels for local numbers at selected exhibits.

Figure 1. Plant Label Types
Top Row First Labels
Second and Third Row circa 2016. Fourth Row Current Plant Labels,
Bottom Row Current Number Types for Selected Exhibits

The Accessioning Team recommended keeping existing labels of satisfactory quality and replace them as deterioration occurs. The result is The Garden has inconsistent label designs.

Information on the labels has been standardized to scientific name, common name, provenance, and accession number. Labels are engraved with a font size that is readable responding to customer complaints/suggestions from several years ago that smaller fonts on labels were difficult to read.

Results

The Garden at the end of 2025 had 1322 accessions including over 160 species of trees with approximately 500 specimens in the arboretum collection. Most of the labels on plants have been given accession numbers. The database is updated regularly as needed as changes in the botanical collection either through new acquisitions, moving plants to other locations in The Garden or plants being permanently removed. A spreadsheet of removed or missing plants is kept in a separate file and has 434 entries over the last two years.

Next Steps

In addition to having accurate records, accession information can be made available to our guests and the public by several methods. Printed copies (65 pages) are planned to be placed in the Watering Can Kiosk and the Gift Shop. A paper copy could also be placed in the Volunteer Shed for staff and volunteers. Electronic copies can be posted on the Garden's website.

Future iterations of the accessioning data list could include more descriptive information for each acquisition and photographs, notwithstanding the massive amounts of information on the World Wide Web. QR codes could be placed at each exhibit to supplement the existing group of about 20 codes.

Conclusions and Recommendations

The Accessioning Team has identified, numbered, and cataloged most of the plants in The Garden. A spreadsheet database has been updated and expanded to be in line with recommendations of American Public Gardens Association and additional information to suit The Garden. Most of the plants have been labeled by numbering existing labels or with new labels as needed. At the end of calendar 2026 The Garden hosted 1,322 accessions not counting those in exhibits under renovation. An accession may contain more than one plant, for instance the palm trees near the entrance.

Data is planned to be made available to the public through printed documents available at the Gifts from The Garden shop and the Watering Can Kiosk and digitally through The Garden's website. Staff and volunteers are reviewing software such as Google My Maps or Plantsoon to assist with the distribution of the information.

Staff and volunteers will continue to document accessions and log plants moved within The Garden or have been removed.

APPENDIX 1

COMPASS for PROGRESS

Standards of Excellence in Plant Collections Management

Scope

STANDARD 1
Plant collections reflect and support the institution's mission, and long-range institutional plans.

STANDARD 2
Collections are well-defined, appropriate for the site's growing conditions, facilities, and space, and can be realistically developed given institutional resources.

STANDARD 3
Plants within collection represent broad taxonomic and genetic diversity, with current holdings comprising a minimum of 50% of the stated collection scope.

STANDARD 4
Plants are acquired legally and ethically according to their collection's stated purpose.

STANDARD 5
Plant species are of known wild provenance for greatest conservation value; cultivars are obtained directly or indirectly from breeder/introducer.

Documentation

STANDARD 1
Thorough records are actively maintained for accessioned plants tracking what/where/how plants were obtained, their garden location, and any conditions regarding their acquisition, use, or distribution.

STANDARD 2
Durable accession tags and maps link plants in the collection to their documentation, and to any associated collections of images, herbarium vouchers, and DNA.

STANDARD 3
Periodic field inventories are conducted, records and maps updated, and missing/damaged labels replaced.

STANDARD 4
Records are kept of plant evaluations, verifications of identity and nomenclature, documented use, propagation, and distributions.

Use

STANDARD 1
Reasonable access to the collections and their documentation are provided for researchers, breeders, and other professionals as well as the public, while ensuring the collection's preservation and security.

STANDARD 2
Collection records are shared online through databases to maximize use and facilitate coordination with other collection holders.

STANDARD 3
Plant collections are utilized throughout the institution for education, engagement, evaluation, research, and/or conservation.

STANDARD 4
The institution commits to strengthening staff expertise through ongoing professional development and study of the collections.

STANDARD 5
Strategic partnerships with outside experts, relevant plant societies, and other public gardens are leveraged to maximize collection use and ensure relevance.

Management

STANDARD 1
Living plant collections are maintained for optimum health, and monitored for pests, diseases, and potential invasiveness.

STANDARD 2
High priority collections are safeguarded, documentation frequently backed up offsite, and a disaster plan provided for rapid response and triage of the collection.

STANDARD 3
A recently approved collections policy and development plans for each collection guide decision-making; prioritized maintenance standards and management procedures govern collections care.

STANDARD 4
Long-term institutional support is provided to maintain an active collections program with sufficient funds for acquisitions, documentation, maintenance, and professional curation.

Plant Collections Network

AMERICAN PUBLIC GARDENS ASSOCIATION

APPENDIX 2

List of Volunteers and Staff on Accessioning Team

Name	**Role**
Harold Bailey	Team Lead
Ellie Aiken	Plant Identification, Exhibits List
Mary Jane Bailey	Data Entry
Kathryn Clayton	Formal Garden
Marianne Cleveland	Plant Numbering and Identification
Sonya Heiserman	Container Garden
Doug Johnston	Children's Garden Plan Identification
Frank Kalinoski	Plant Identification
Kevin Lane	Plant Identification, Labeling
Sally Long	Butterfly Pavilion and Pollinators
Rhonda Lorente	Volunteer In Training
Vince McGrath	Backyard Makeover, General Plant Knowledge
Kay McGarth	Meadow, General Plant Knowledge
Mary Murphy	Butterfly Pavilion and Pollinators
Carolyn Steuermann	California Natives and Native Habitat
Nick Nicholoff	Trees, Plant Identification
Emily Routman	Container Garden
Martha Russell	Volunteer in Training
Ed Woodruff	Children's Garden, Labeling
Steve Zolezzi	Succulents
Staff	
Tim Townsley	
N'Dea Wilson	
Lauren Magnuson	

APPENDIX 3

The Water Conservation Garden
Exhibits and Interpretative Signage
March, 2026

	Exhibit Number on Original Sign	Sign Title or Exhibit Name	Map Location
1	21	All-Purpose Plants	California Native Garden
2	*	Amphitheater	Amphitheater includes outside N. Gate
3		Arboriculture	Arboriculture (new designation)
4	11	Avoiding Erosion	Erosion Exhibit
5	28	Backyard Makeovers	Backyard Makeover Exhibit
6	25	Birds and Butterflies	Bird & Butterfly Garden
7		Butterfly Pavilion	Butterfly Pavilion & Hatchery
8	31	Cactus and Succulents	Buckner Garden
9		California Water Story	Plaza
10		Children's Garden	Children's Garden
11	8	Climate Control	Design Loop
12		Coastal Sage Scrub	Native Habitat Sub Exhibit
13	13	Composting Secrets	Mulch & Compost
14	15	Container Logic	Container Logic
15	5	Controlling Wind and Noise	Design Loop
16		Cut Flower	Adjacent to Mountain Stream
17	1	Design Guidelines	Design Loop
18		Down Under (Australian)	Design Loop (Recent Designation)
19		End of Pipe	Plaza
20		Fire Resistive Resources	Fire Wise Exhibit
21	4	Form & Texture	Design Loop
22	23	Fragrance and Touch	Rebuilt as Dorcas Utter Sensory Garden
23	3	Framing a View	Design Loop

24		Front Yard Exhibit	Front Yard of Ciccati Classroom
25		Gazebo	Gazebo (Upgraded)
26		Grey Water	Grey Water
27	33	Handsome Hardscapes	Now Desert Tortoise Exhibit
28		Heugelkulture	Two buried locations
29		Hillside Planting	Renamed from Mediterranean
30	12	How Good is Your Soil	Soils
31	14	Identifying Soil Types	Soils
32	39	Irrigation Hardware	Under the Pergola
33	37	Irrigation Options	Removed
34		Lodgepole Shelter	Lodgepole Shelter
35	27	Maintenance Matters	Removed
36	26	Making the Most of Walls	Retaining Wall Exhibit
37	40	Managing Water Flow	Lodge Pole Pavilion
38	10	Marvelous Mulch	Mulch & Compost
39	20	Native Edibles	California Native Garden
40		Nifty Fifty	Nifty Fifty (Under Construction)
41		Oak Woodland	Native Habitat Sub Exhibit
42		Parking Lot	Parking Lot
43	16	Perfect Planting	California Native Garden
44		Permeable Pavement	Permeable Pavement & Fountain
45		Plaza	Plaza
46	32	Pots, Brackets & Boots	Container Garden
47	6	Protecting Your Privacy	Design Loop
48		Rain Barrels (DIY)	Cottages
49		Rain Garden	Plaza
50		Rainwater Control and Capture	Various Swales and Catch Basins
51		Riparian Habitat	Native Habitat Sub Exhibit
52	30	Sensational Single Colors	White Garden – Being moved to Gazebo
53	7	Setting the Scale	Design Loop
54	35	Sizing Up Your Lawn	Turf Exhibit
55	24	Slope & Firezone Strategies	Fire Wise Exhibit
56		Small Amphitheater	Small Amphitheater

57	38	Spray Bubble or Drip	Converted to Irrigation Wall
58		Straw Bale House – Green Roof	Straw Bale House – Green Roof
59		Strawberry Hill	Strawberry Hill
60		Low Maintenance Plants	Formerly Stress Hill
61	19	Support for Young Trees	Near Container Logic
62	9	The Formal Approach	Formal Garden
63	22	The Sustainable Kitchen Garden	Veggie Garden
64	2	The Power of Color	Design Loop
65	29	Topiary & Pruning Primer	Topiary
66		Tropical Look	Tropical Look
67	36	Turf Tips	Turf Exhibit
68	41	Watering Wisdom	Lodge Pole Pavilion
69	34	Weather or Not?	Children's Garden
70		Woodland Stream	Woodland Stream

* All exhibits without exhibit numbered signs were installed after the official opening of The Garden.

Item 8

Water Conservation Garden

Treasurer's Report

February 28, 2026

		Balance February 28, 2026
Cash and Bank Deposits		
Operating Account - Neighborhood Bank	$	157,617.14
Money Market - Neighborhood Bank		618,759.65
Petty Cash		800.00
Total Cash and Bank Balance		777,176.79
Outstanding Checks		(12,475.33)
Total Cash and Bank Deposits		**764,701.46**
Reconciled to ledger as of February 28, 2026	**$**	**764,701.46**

Water Conservation Garden
Summary of Agency Contributions
February 28, 2026

	Year-To-Date			
	Actual	Budget	Variance B/(W)	%
Agency Contributions				
Helix Water District	$ 141,370	$ 141,370	$ -	0%
Otay Water District	141,370	141,370	-	0%
Sweetwater Authority	48,000	48,000	-	0%
TOTAL AGENCY CONTRIBUTIONS	**$ 330,740**	**$ 330,740**	**$ -**	**0%**

Water Conservation Garden
Budget Summary
February 28, 2026

	Current Month				Year-To-Date				Annual Budget		
	Actual	Budget	Variance B/(W)	%	Actual	Budget	Variance B/(W)	%	Budget	Remaining Balance	% Used
REVENUE											
Admissions	$ 3,030	$ 2,000	$ 1,030	52%	$ 17,447	$ 16,000	$ 1,447	9%	$ 24,000	$ 6,553	73%
Donations	1,613	1,000	613	61%	285,769	28,000	257,769	921%	30,500	(255,269)	937%
Events/Rentals	8,006	2,500	5,506	220%	43,332	18,000	25,332	141%	29,000	(14,332)	149%
Gift Shop Sales	1,247	900	347	39%	15,473	6,900	8,573	124%	10,600	(4,873)	146%
Education	1,324	2,000	(676)	-34%	10,970	14,000	(3,030)	-22%	24,000	13,030	46%
Memberships	5,039	3,000	2,039	68%	65,220	35,500	29,720	84%	50,000	(15,220)	130%
Grants/Contracts	-	-	-	100%	17,500	13,000	4,500	35%	26,000	8,500	67%
Interest Income	1,659	700	959	137%	23,199	11,600	11,599	100%	20,400	(2,799)	114%
TOTAL REVENUE	**$ 21,918**	**$ 12,100**	**$ 9,818**	**81%**	**$ 478,910**	**$ 143,000**	**$ 335,910**	**235%**	**$ 214,500**	**$ (264,410)**	**223%**
EXPENSE											
Payroll Expenses											
Wages	$ 35,695	$ 23,792	$ (11,903)	-50%	$ 211,328	$ 189,031	$ (22,297)	-12%	$ 284,198	$ 72,870	74%
Taxes	3,102	$ 3,321	219	7%	17,831	26,470	$ 8,639	33%	39,754	21,923	45%
Other Payroll Expense	-	300	300	100%	(4,393)	2,790	7,183	257%	4,120	8,513	-107%
Subtotal	**$ 38,797**	**$ 27,413**	**$ (11,384)**	**-42%**	**$ 224,766**	**$ 218,291**	**$ (6,475)**	**-3%**	**$ 328,072**	**$ 103,306**	**69%**
Operations Expenses											
Garden Expenses	$ 3,864	$ 1,600	$ (2,264)	-142%	$ 30,282	$ 43,400	$ 13,118	30%	$ 50,350	$ 20,068	60%
Building Expenses	3,877	448	(3,429)	-765%	10,576	3,628	(6,948)	-192%	5,520	(5,056)	192%
Utilities	4,582	4,795	213	4%	42,136	54,660	12,524	23%	74,040	31,904	57%
Vehicle & Equipment Expenses	721	430	(291)	-68%	16,050	3,780	(12,270)	-325%	5,500	(10,550)	292%
Subtotal	**$ 13,044**	**$ 7,273**	**$ (5,771)**	**-79%**	**$ 99,044**	**$ 105,468**	**$ 6,424**	**6%**	**$ 135,410**	**$ 36,366**	**73%**
Administrative Expenses											
Applications & Software	$ 545	$ 467	$ (78)	-17%	$ 1,910	$ 3,810	$ 1,900	50%	$ 6,533	$ 4,623	29%
Insurance	1,203	3,104	1,901	61%	21,492	22,439	947	4%	34,870	13,378	62%
Office Expenses	1,844	1,785	(59)	-3%	21,665	15,479	(6,186)	-40%	23,819	2,154	91%
Professional Fees	10,082	9,040	(1,042)	-12%	104,831	106,860	2,029	2%	146,180	41,349	72%
Other Administrative Expenses	2,084	200	(1,884)	-942%	9,982	10,615	633	6%	14,315	4,333	70%
Contingency for Unknowns	-	300	300	100%	-	2,400	2,400	100%	3,600	3,600	0%
Subtotal	**$ 15,758**	**$ 14,896**	**$ (862)**	**-6%**	**$ 159,880**	**$ 161,603**	**$ 1,723**	**1%**	**$ 229,317**	**$ 69,437**	**70%**
TOTAL EXPENSE	**$ 67,599**	**$ 49,582**	**$ (18,017)**	**-36%**	**$ 483,690**	**$ 485,362**	**$ 1,672**	**0%**	**$ 692,799**	**$ 209,109**	**70%**
NET REVENUE	**$ (45,681)**	**$ (37,482)**	**$ (8,199)**	**22%**	**$ (4,780)**	**$ (342,362)**	**$ 337,582**	**-99%**	**$ (478,299)**	**$ (473,519)**	**1%**
NET REVENUE EXCL. DONATIONS	**$ (47,294)**	**$ (38,482)**	**$ (8,812)**	**23%**	**(290,549)**	**$ (370,362)**	**$ 79,813**	**-22%**	**$ (508,799)**	**(218,250)**	**43%**

Water Conservation Garden
Summary of Receipts and Disbursements
February 28, 2026

	Year-To-Date Actual
Beginning fund balance, June 30, 2025	**$ 447,849**
Operating activities	
Admissions	17,447
Donations	285,769
Events/Education	54,302
Gift Shop Sales	15,473
Memberships	65,220
Grants/Contracts	17,500
Change in accruals	(7,618)
Payments to suppliers and vendors	(258,923)
Capital Expenditures	(6,490)
Payments for payroll	(224,766)
Deposits (net)	5,000
Net cash provided / (used) by operating activities	(37,086)
Capital and financing activities	
Agency Contributions Received	330,740
Net cash provided / (used) for capital and financing activities	330,740
Investing activities	
Interest Income	23,199
Net cash provided / (used) for investing activities	23,199
Ending fund balance, February 28, 2026	**$ 764,702**

Check Detail Report

Water Conservation Garden Authority

February 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
Neighborhood NB - 7943 OP						
1991						
02/02/2026	Payroll Check	DD	Sarah Uran	Pay Period: 01/15/2026-01/29/2026	Cleared	-966.03
02/02/2026	Payroll Check	DD	Sarah Uran	Direct Deposit	Uncleared	-966.03
1992						
02/02/2026	Payroll Check	DD	Yaily I Gonzalez	Pay Period: 01/15/2026-01/29/2026	Cleared	-2,012.45
02/02/2026	Payroll Check	DD	Yaily I Gonzalez	Direct Deposit	Uncleared	-2,012.45
1994						
02/02/2026	Payroll Check	DD	Juan Jimenez	Pay Period: 01/15/2026-01/29/2026	Cleared	-734.00
02/02/2026	Payroll Check	DD	Juan Jimenez	Direct Deposit	Uncleared	-734.00
1996						
02/02/2026	Payroll Check	DD	Tim Townsley	Pay Period: 01/15/2026-01/29/2026	Cleared	-2,486.73
02/02/2026	Payroll Check	DD	Tim Townsley	Direct Deposit	Uncleared	-2,486.73
1997						
02/02/2026	Payroll Check	DD	Lauren Magnuson	Pay Period: 01/15/2026-01/29/2026	Cleared	-2,944.27
02/02/2026	Payroll Check	DD	Lauren Magnuson	Direct Deposit	Uncleared	-2,944.27
1998						
02/02/2026	Payroll Check	DD	Amelia Knezevich	Pay Period: 01/15/2026-01/29/2026	Cleared	-79.24
02/02/2026	Payroll Check	DD	Amelia Knezevich	Direct Deposit	Uncleared	-79.24
1999						
02/02/2026	Payroll Check	DD	Amelia Knezevich	Pay Period: 01/15/2026-01/29/2026	Cleared	-713.20
02/02/2026	Payroll Check	DD	Amelia Knezevich	Direct Deposit	Uncleared	-713.20
2000						
02/02/2026	Payroll Check	DD	N'Dea N. Wilson	Pay Period: 01/15/2026-01/29/2026	Cleared	-878.91
02/02/2026	Payroll Check	DD	N'Dea N. Wilson	Direct Deposit	Uncleared	-878.91
2002						
02/02/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Cleared	-4,220.24
02/02/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Uncleared	4,220.24

Check Detail Report

Water Conservation Garden Authority

February 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
2003						
02/02/2026	Check	6197	Cube 10 LLC		Cleared	-1,000.00
02/02/2026	Check	6197	Cube 10 LLC	February Monthly Fee - Invoice 1359		1,000.00
2034						
02/02/2026	Expense		Valhalla Nursery	PURCHASE 07-25 RANCHO SAN DIEGO POINT OF SALE DEBIT-PIN USED PURCHASE 07-25 RANCHO SAN DIEGO EL CAJON, CA PUL 1391	Cleared	-181.44
02/02/2026	Expense		Valhalla Nursery	PURCHASE 07-25 RANCHO SAN DIEGO POINT OF SALE DEBIT-PIN USED PURCHASE 07-25 RANCHO SAN DIEGO EL CAJON, CA PUL 1391		181.44
2152						
02/02/2026	Expense			PURCHASE 02-01 SQ *NATIVE WEST N POINT OF SALE DEBIT PURCHASE 02-01 SQ *NATIVE WEST NURSER San Diego, CA MCI 1391	Cleared	-100.85
02/02/2026	Expense			PURCHASE 02-01 SQ *NATIVE WEST N POINT OF SALE DEBIT PURCHASE 02-01 SQ *NATIVE WEST NURSER San Diego, CA MCI 1391		100.85
2164						
02/02/2026	Expense		Valhalla Nursery	PURCHASE 01-31 RANCHO VALHALLA N POINT OF SALE DEBIT PURCHASE 01-31 RANCHO VALHALLA NURSER EL CAJON, CA MCI 1391	Cleared	-93.84
02/02/2026	Expense		Valhalla Nursery	PURCHASE 01-31 RANCHO VALHALLA N POINT OF SALE DEBIT PURCHASE 01-31 RANCHO VALHALLA NURSER EL CAJON, CA MCI 1391		93.84
2165						
02/02/2026	Expense		WalMart	PURCHASE 01-29 WALMART.COM 80092 POINT OF SALE DEBIT PURCHASE 01-29 WALMART.COM XXXXXX6278 BENTONVILLE, AR PUL 1391	Cleared	-269.32
02/02/2026	Expense		WalMart	PURCHASE 01-29 WALMART.COM 80092 POINT OF SALE DEBIT PURCHASE 01-29 WALMART.COM XXXXXX6278 BENTONVILLE, AR PUL 1391		269.32
2043						
02/03/2026	Expense		FireSpring	FIRESPRING THE WATER CONSERVAT.. ACH WITHDRAWAL FIRESPRING THE WATER CONSERVAT... ACH DEBIT FIRESPRING MXXXXXXXX7813	Cleared	-195.00
02/03/2026	Expense		FireSpring	FIRESPRING THE WATER CONSERVAT.. ACH WITHDRAWAL FIRESPRING THE WATER CONSERVAT... ACH DEBIT FIRESPRING MXXXXXXXX7813		195.00
2042						
02/04/2026	Check	10018	Cube 10 LLC	CHECK 10018 CHECK CHECK	Cleared	-5,000.00
02/04/2026	Check	10018	Cube 10 LLC	CHECK 10018 CHECK CHECK		5,000.00
2039						
02/05/2026	Check	6208	Louise	Reimbursement	Cleared	-74.14

Check Detail Report

Water Conservation Garden Authority

February 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
			Nicoloff			
02/05/2026	Check	6208	Louise Nicoloff	Creative Craft Supplies Price tags		74.14
2040						
02/05/2026	Check	6209	Diann Kueny		Cleared	-100.00
02/05/2026	Check	6209	Diann Kueny	Refund of Damage Deposit for Birthday Party	Uncleared	-100.00
2041						
02/05/2026	Expense		Valhalla Nursery	PURCHASE 07-25 RANCHO SAN DIEGO POINT OF SALE DEBIT-PIN USED PURCHASE 07-25 RANCHO SAN DIEGO EL CAJON, CA PUL 1391	Cleared	-212.76
02/05/2026	Expense		Valhalla Nursery	PURCHASE 07-25 RANCHO SAN DIEGO POINT OF SALE DEBIT-PIN USED PURCHASE 07-25 RANCHO SAN DIEGO EL CAJON, CA PUL 1391		212.76

Check Detail Report

Water Conservation Garden Authority

February 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
2044						
02/06/2026	Expense		EDCO Disposal Corporation	EDCO WCG Authority ACH DEBIT EDC ACH WITHDRAWAL EDCO WCG Authority ACH DEBIT EDCO	Cleared	-280.46
02/06/2026	Expense		EDCO Disposal Corporation	EDCO WCG Authority ACH DEBIT EDC ACH WITHDRAWAL EDCO WCG Authority ACH DEBIT EDCO		280.46
2045						
02/06/2026	Expense		EDCO Disposal Corporation	EDCO WCG Authority ACH DEBIT EDC ACH WITHDRAWAL EDCO WCG Authority ACH DEBIT EDCO NXXXXXXXX882266	Cleared	-442.41
02/06/2026	Expense		EDCO Disposal Corporation	EDCO WCG Authority ACH DEBIT EDC ACH WITHDRAWAL EDCO WCG Authority ACH DEBIT EDCO NXXXXXXXX882266		442.41
2093						
02/06/2026	Expense		Staples	PURCHASE 02-05 Staples Inc FRAMI POINT OF SALE DEBIT PURCHASE 02-05 Staples Inc FRAMINGHAM, MA MCI 1391	Cleared	-187.41
02/06/2026	Expense		Staples	PURCHASE 02-05 Staples Inc FRAMI POINT OF SALE DEBIT PURCHASE 02-05 Staples Inc FRAMINGHAM, MA MCI 1391		187.41
2070						
02/09/2026	Expense		Volgistics	PURCHASE 02-07 WWW.VOLGISTICS.CO POINT OF SALE DEBIT PURCHASE 02-07	Cleared	-50.00
02/09/2026	Expense		Volgistics	PURCHASE 02-07 WWW.VOLGISTICS.CO POINT OF SALE DEBIT PURCHASE 02-07		50.00
2071						
02/09/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592	Cleared	-412.50
02/09/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592		412.50
2072						
02/09/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592	Cleared	-308.92
02/09/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592		308.92
2094						
02/09/2026	Expense		Staples	PURCHASE 02-06 Staples Inc FRAMI POINT OF SALE DEBIT PURCHASE 02-06 Staples Inc FRAMINGHAM, MA MCI 1391	Cleared	-43.09
02/09/2026	Expense		Staples	PURCHASE 02-06 Staples Inc FRAMI POINT OF SALE DEBIT PURCHASE 02-06 Staples Inc FRAMINGHAM, MA MCI 1391		43.09
2095						
02/09/2026	Expense		The Chamber - San	PURCHASE 02-06 SAN DIEGO REGIONA POINT OF SALE DEBIT PURCHASE 02-	Cleared	-290.00

Check Detail Report

Water Conservation Garden Authority

February 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
			Diego/East County	06 SAN DIEGO REGIONAL EAS EL CAJON, CA MCI 1391		
02/09/2026	Expense		The Chamber - San Diego/East County	PURCHASE 02-06 SAN DIEGO REGIONA POINT OF SALE DEBIT PURCHASE 02-06 SAN DIEGO REGIONAL EAS EL CAJON, CA MCI 1391		290.00
2149						
02/09/2026	Expense			Nursery Tables	Cleared	-1,370.93
02/09/2026	Expense			Nursery Tables		1,370.93
2068						
02/10/2026	Expense		Otay Water District	OTAYWATERDISTRIC GARDEN ACH DEBI ACH WITHDRAWAL OTAYWATERDISTRIC GARDEN ACH DEBIT WEBPAYMENT	Cleared	-1,340.90
02/10/2026	Expense		Otay Water District	OTAYWATERDISTRIC GARDEN ACH DEBI ACH WITHDRAWAL OTAYWATERDISTRIC GARDEN ACH DEBIT WEBPAYMENT		1,340.90

Check Detail Report

Water Conservation Garden Authority

February 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
2069						
02/10/2026	Expense		Otay Water District	OTAYWATERDISTRIC GARDEN ACH DEBI ACH WITHDRAWAL OTAYWATERDISTRIC GARDEN ACH DEBIT WEBPAYMENT	Cleared	-173.60
02/10/2026	Expense		Otay Water District	OTAYWATERDISTRIC GARDEN ACH DEBI ACH WITHDRAWAL OTAYWATERDISTRIC GARDEN ACH DEBIT WEBPAYMENT		173.60
2163						
02/12/2026	Expense		Amazon	PURCHASE 02-11 AMAZON MKTPL*O65S POINT OF SALE DEBIT PURCHASE 02-11 AMAZON MKTPL*O65SY5B63 SEATTLE, WA MCI 1391	Cleared	-64.64
02/12/2026	Expense		Amazon	PURCHASE 02-11 AMAZON MKTPL*O65S POINT OF SALE DEBIT PURCHASE 02-11 AMAZON MKTPL*O65SY5B63 SEATTLE, WA MCI 1391		64.64
2166						
02/12/2026	Expense		Staples	PURCHASE 02-11 Staples Inc FRAMI POINT OF SALE DEBIT PURCHASE 02-11 Staples Inc FRAMINGHAM, MA MCI 1391	Cleared	-48.48
02/12/2026	Expense		Staples	PURCHASE 02-11 Staples Inc FRAMI POINT OF SALE DEBIT PURCHASE 02-11 Staples Inc FRAMINGHAM, MA MCI 1391		48.48
2049						
02/17/2026	Payroll Check	DD	Juan Jimenez	Pay Period: 01/30/2026-02/14/2026	Cleared	-765.82
02/17/2026	Payroll Check	DD	Juan Jimenez	Direct Deposit	Uncleared	-765.82
2051						
02/17/2026	Payroll Check	DD	Tim Townsley	Pay Period: 01/30/2026-02/14/2026	Cleared	-2,486.73
02/17/2026	Payroll Check	DD	Tim Townsley	Direct Deposit	Uncleared	-2,486.73
2053						
02/17/2026	Payroll Check	DD	Amelia Knezevich	Pay Period: 01/30/2026-02/14/2026	Cleared	-82.37
02/17/2026	Payroll Check	DD	Amelia Knezevich	Direct Deposit	Uncleared	-82.37
2054						
02/17/2026	Payroll Check	DD	Amelia Knezevich	Pay Period: 01/30/2026-02/14/2026	Cleared	-741.30
02/17/2026	Payroll Check	DD	Amelia Knezevich	Direct Deposit	Uncleared	-741.30
2056						
02/17/2026	Payroll Check	DD	N'Dea N.	Pay Period: 01/30/2026-02/14/2026	Cleared	-916.35

Check Detail Report

Water Conservation Garden Authority

February 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
			Wilson			
02/17/2026	Payroll Check	DD	N'Dea N. Wilson	Direct Deposit	Uncleared	-916.35
2058						
02/17/2026	Payroll Check	DD	Lauren Magnuson	Pay Period: 01/30/2026-02/14/2026	Cleared	-2,944.27
02/17/2026	Payroll Check	DD	Lauren Magnuson	Direct Deposit	Uncleared	-2,944.27
2060						
02/17/2026	Payroll Check	DD	Sarah Uran	Pay Period: 01/30/2026-02/14/2026	Cleared	-1,203.53
02/17/2026	Payroll Check	DD	Sarah Uran	Direct Deposit	Uncleared	-1,203.53

Check Detail Report

Water Conservation Garden Authority

February 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
2062						
02/17/2026	Payroll Check	DD	Yaily I Gonzalez	Pay Period: 01/30/2026-02/14/2026	Cleared	-2,012.46
02/17/2026	Payroll Check	DD	Yaily I Gonzalez	Direct Deposit	Uncleared	-2,012.46
2073						
02/17/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Cleared	-4,150.36
02/17/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Uncleared	4,150.36
2074						
02/17/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592	Cleared	-500.00
02/17/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592		500.00
2075						
02/17/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592	Cleared	-438.03
02/17/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592		438.03
2080						
02/17/2026	Expense		Sharp Development	PURCHASE 02-16 SDOLLC SSDEVTECH. POINT OF SALE DEBIT PURCHASE 02-16 SDOLLC SSDEVTECH.COM SAN DIEGO, CA MCI 1391	Cleared	-350.00
02/17/2026	Expense		Sharp Development	PURCHASE 02-16 SDOLLC SSDEVTECH. POINT OF SALE DEBIT PURCHASE 02-16 SDOLLC SSDEVTECH.COM SAN DIEGO, CA MCI 1391		350.00
2154						
02/17/2026	Expense			PURCHASE 02-14 HUNTER'S NURSERY POINT OF SALE DEBIT-PIN USED PURCHASE 02-14 HUNTER'S NURSERY - LEMON GROVE, CA PUL 1391	Cleared	-127.84
02/17/2026	Expense			PURCHASE 02-14 HUNTER'S NURSERY POINT OF SALE DEBIT-PIN USED PURCHASE 02-14 HUNTER'S NURSERY - LEMON GROVE, CA PUL 1391		127.84
2078						
02/18/2026	Check	6202	Corporate Technologies	Voided - Account 11018	Uncleared	0.00
02/18/2026	Check	6202	Corporate Technologies	Additional Labor Invoice 218063		0.00
2079						
02/18/2026	Check	6203	Pam Meisner		Uncleared	-200.00

Check Detail Report

Water Conservation Garden Authority

February 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
02/18/2026	Check	6203	Pam Meisner	Adult Education - County Workshop		200.00
2084						
02/18/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592	Cleared	-1,994.82
02/18/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592		1,994.82
2096						
02/18/2026	Expense		Amazon	TomatoMania	Cleared	-44.07
02/18/2026	Expense		Amazon	TomatoMania		44.07

Check Detail Report

Water Conservation Garden Authority

February 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
2077						
02/19/2026	Payroll Check	DD	N'Dea N. Wilson	Pay Period: 02/18/2026-02/18/2026	Cleared	-138.40
02/19/2026	Payroll Check	DD	N'Dea N. Wilson	Direct Deposit	Uncleared	-138.40
2081						
02/19/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Cleared	-30.39
02/19/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Uncleared	30.39
2155						
02/19/2026	Expense		San Diego Rock Supply	PURCHASE 02-19 SAN DIEGO ROCK S POINT OF SALE DEBIT-PIN USED PURCHASE 02-19 SAN DIEGO ROCK S EL CAJON, CA PUL 1391	Cleared	-84.05
02/19/2026	Expense		San Diego Rock Supply	PURCHASE 02-19 SAN DIEGO ROCK S POINT OF SALE DEBIT-PIN USED PURCHASE 02-19 SAN DIEGO ROCK S EL CAJON, CA PUL 1391		84.05
2087						
02/23/2026	Expense		Cox Business	COX COMM SAN Neighborhood ACH DE ACH WITHDRAWAL COX COMM SAN Neighborhood ACH DEBIT PURCHASE	Cleared	-234.00
02/23/2026	Expense		Cox Business	COX COMM SAN Neighborhood ACH DE ACH WITHDRAWAL COX COMM SAN Neighborhood ACH DEBIT PURCHASE		234.00
2097						
02/23/2026	Expense		Staples	PURCHASE 02-21 Staples Inc FRAMI POINT OF SALE DEBIT PURCHASE 02-21 Staples Inc FRAMINGHAM, MA MCI 1391	Cleared	-18.31
02/23/2026	Expense		Staples	PURCHASE 02-21 Staples Inc FRAMI POINT OF SALE DEBIT PURCHASE 02-21 Staples Inc FRAMINGHAM, MA MCI 1391		18.31
2098						
02/23/2026	Expense		Michaels	PURCHASE 02-21 MICHAELS STORES 5 POINT OF SALE DEBIT-PIN USED PURCHASE 02-21 MICHAELS STORES 5711 EL CAJON, CA PUL 1391	Cleared	-43.26
02/23/2026	Expense		Michaels	PURCHASE 02-21 MICHAELS STORES 5 POINT OF SALE DEBIT-PIN USED PURCHASE 02-21 MICHAELS STORES 5711 EL CAJON, CA PUL 1391		43.26
2148						
02/23/2026	Expense		Best Buy	TV Provided by NNB	Cleared	-1,836.09
02/23/2026	Expense		Best Buy	TV Provided by NNB		1,836.09
2126						
02/24/2026	Expense		Philadelphia Insurance Companies	TMNASERVICES WATER CONVERSATION ACH WITHDRAWAL TMNASERVICES WATER CONVERSATION GAR ACH DEBIT TMNASPHLY	Cleared	-1,202.93
02/24/2026	Expense		Philadelphia Insurance Companies	TMNASERVICES WATER CONVERSATION ACH WITHDRAWAL TMNASERVICES WATER CONVERSATION GAR ACH DEBIT TMNASPHLY		1,202.93

Check Detail Report

Water Conservation Garden Authority

February 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
2129						
02/24/2026	Expense		Ultatel	PURCHASE 02-23 ULTATEL LLC HERND POINT OF SALE DEBIT PURCHASE 02-23 ULTATEL LLC HERNDON, VA MCI 1391	Cleared	-117.05
02/24/2026	Expense		Ultatel	PURCHASE 02-23 ULTATEL LLC HERND POINT OF SALE DEBIT PURCHASE 02-23 ULTATEL LLC HERNDON, VA MCI 1391		117.05
2150						
02/24/2026	Expense		Amazon	PURCHASE 02-24 AMAZON MKTPL*BE49 POINT OF SALE DEBIT PURCHASE 02-24 AMAZON MKTPL*BE4985OI2 SEATTLE, WA MCI 1391	Cleared	-101.06
02/24/2026	Expense		Amazon	PURCHASE 02-24 AMAZON MKTPL*BE49 POINT OF SALE DEBIT PURCHASE 02-24 AMAZON MKTPL*BE4985OI2 SEATTLE, WA MCI 1391		101.06

Check Detail Report

Water Conservation Garden Authority

February 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
2089						
02/25/2026	Check	6207	Rutan & Tucker		Cleared	-3,362.00
02/25/2026	Check	6207	Rutan & Tucker	Invoice 1056132		82.00
02/25/2026	Check	6207	Rutan & Tucker	Invoice 1056132		3,280.00
2090						
02/25/2026	Check	6206	SunGold Signs		Cleared	-1,500.00
02/25/2026	Check	6206	SunGold Signs	Deposit for Gift Shop Glass Sign		1,500.00
2091						
02/25/2026	Check	6205	Select Tree Service		Cleared	-1,850.00
02/25/2026	Check	6205	Select Tree Service	Tree Removal & Trimming		1,850.00
2092						
02/25/2026	Check	6204	Attention Getters Design Inc.		Cleared	-811.87
02/25/2026	Check	6204	Attention Getters Design Inc.	Donor WayFairing Signage - Deposit		811.87
2114						
02/26/2026	Check	6210	Pamela M Badger		Cleared	-240.00
02/26/2026	Check	6210	Pamela M Badger	February Wellness 2026		240.00
2115						
02/26/2026	Check	6211	Amelia Knezevich		Cleared	-160.00
02/26/2026	Check	6211	Amelia Knezevich	February Wellness Classes		160.00
2116						
02/26/2026	Check	6212	Hannah Lei Kruger		Cleared	-80.00
02/26/2026	Check	6212	Hannah Lei Kruger	February 2026 Wellness Classes		80.00
2118						
02/26/2026	Check	6213	Lisa McKenna		Cleared	-160.00
02/26/2026	Check	6213	Lisa McKenna	February Wellness 2026		160.00
2119						
02/26/2026	Check	6214	Jessica Ullyott	Reimbursement	Cleared	-80.00
02/26/2026	Check	6214	Jessica Ullyott	Wellness Workshop		50.00
02/26/2026	Check	6214	Jessica Ullyott	Books 6 @ $5.00 each		30.00

Check Detail Report

Water Conservation Garden Authority

February 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
2151						
02/26/2026	Expense		Dixieline Hardware	PURCHASE 02-26 PB/DIXIELINE #04 POINT OF SALE DEBIT-PIN USED PURCHASE 02-26 PB/DIXIELINE #04 - EL CAJON, CA PUL 1391	Cleared	-88.48
02/26/2026	Expense		Dixieline Hardware	PURCHASE 02-26 PB/DIXIELINE #04 POINT OF SALE DEBIT-PIN USED PURCHASE 02-26 PB/DIXIELINE #04 - EL CAJON, CA PUL 1391		88.48
2153						
02/26/2026	Expense			PURCHASE 02-25 J AND W REDWOOD L POINT OF SALE DEBIT PURCHASE 02-25 J AND W REDWOOD LUMBER EL CAJON, CA MCI 1391	Cleared	-70.51
02/26/2026	Expense			PURCHASE 02-25 J AND W REDWOOD L POINT OF SALE DEBIT PURCHASE 02-25 J AND W REDWOOD LUMBER EL CAJON, CA MCI 1391		70.51
2106						
02/27/2026	Payroll Check	DD	Amelia Knezevich	Pay Period: 02/15/2026-02/28/2026	Cleared	-80.80
02/27/2026	Payroll Check	DD	Amelia Knezevich	Direct Deposit	Uncleared	-80.80
2107						
02/27/2026	Payroll Check	DD	Amelia Knezevich	Pay Period: 02/15/2026-02/28/2026	Cleared	-727.24
02/27/2026	Payroll Check	DD	Amelia Knezevich	Direct Deposit	Uncleared	-727.24
2108						
02/27/2026	Payroll Check	DD	N'Dea N. Wilson	Pay Period: 02/15/2026-02/28/2026	Cleared	-874.71
02/27/2026	Payroll Check	DD	N'Dea N. Wilson	Direct Deposit	Uncleared	-874.71
2109						
02/27/2026	Payroll Check	DD	Yaily I Gonzalez	Pay Period: 02/15/2026-02/28/2026	Cleared	-1,861.76
02/27/2026	Payroll Check	DD	Yaily I Gonzalez	Direct Deposit	Uncleared	-1,861.76
2110						
02/27/2026	Payroll Check	DD	Lauren Magnuson	Pay Period: 02/15/2026-02/28/2026	Cleared	-6,895.68
02/27/2026	Payroll Check	DD	Lauren Magnuson	Direct Deposit	Uncleared	-6,895.68
2111						
02/27/2026	Payroll Check	DD	Juan	Pay Period: 02/15/2026-02/28/2026	Cleared	-723.24

Check Detail Report

Water Conservation Garden Authority

February 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
			Jimenez			
02/27/2026	Payroll Check	DD	Juan Jimenez	Direct Deposit	Uncleared	-723.24
2112						
02/27/2026	Payroll Check	DD	Tim Townsley	Pay Period: 02/15/2026-02/28/2026	Cleared	-2,486.72
02/27/2026	Payroll Check	DD	Tim Townsley	Direct Deposit	Uncleared	-2,486.72
2113						
02/27/2026	Payroll Check	DD	Sarah Uran	Pay Period: 02/15/2026-02/28/2026	Cleared	-884.41
02/27/2026	Payroll Check	DD	Sarah Uran	Direct Deposit	Uncleared	-884.41

Check Detail Report

Water Conservation Garden Authority

February 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
2124						
02/27/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Cleared	-8,790.55
02/27/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Uncleared	8,790.55
2127						
02/27/2026	Expense		Constant Contact	CONSTANTCONTACT Lauren Magnuson ACH WITHDRAWAL CONSTANTCONTACT Lauren Magnuson ACH DEBIT XXXXXX5506	Cleared	-285.00
02/27/2026	Expense		Constant Contact	CONSTANTCONTACT Lauren Magnuson ACH WITHDRAWAL CONSTANTCONTACT Lauren Magnuson ACH DEBIT XXXXXX5506		285.00

Water Conservation Garden
Treasurer's Report
March 31, 2026

		Balance March 31, 2026
Cash and Bank Deposits		
Operating Account - Neighborhood Bank	$	197,058.56
Money Market - Neighborhood Bank		618,759.65
Petty Cash		800.00
Total Cash and Bank Balance		816,618.21
Deposits in Transit		1,901.48
Outstanding Checks		(9,654.62)
Total Cash and Bank Deposits		**808,865.07**
Reconciled to ledger as of March 31, 2026	**$**	**808,865.07**

Water Conservation Garden
Summary of Agency Contributions
March 31, 2026

	Year-To-Date			
	Actual	Budget	Variance B/(W)	%
Agency Contributions				
Helix Water District	$ 141,370	$ 141,370	$ -	0%
Otay Water District	141,370	141,370	-	0%
Sweetwater Authority	48,000	48,000	-	0%
TOTAL AGENCY CONTRIBUTIONS	**$ 330,740**	**$ 330,740**	**$ -**	**0%**

Water Conservation Garden
Budget Summary
March 31, 2026

	Current Month				Year-To-Date				Annual Budget		
	Actual	Budget	Variance B/(W)	%	Actual	Budget	Variance B/(W)	%	Budget	Remaining Balance	% Used
REVENUE											
Admissions	$ 2,209	$ 2,000	$ 209	10%	$ 19,656	$ 18,000	$ 1,656	9%	$ 24,000	$ 4,344	82%
Donations	43,834	1,000	42,834	4,283%	329,603	29,000	300,603	1,037%	30,500	(299,103)	1,081%
Events/Rentals	8,317	5,000	3,317	66%	51,649	23,000	28,649	125%	29,000	(22,649)	178%
Gift Shop Sales	4,261	900	3,361	373%	19,733	7,800	11,933	153%	10,600	(9,133)	186%
Education	410	2,000	(1,590)	-80%	11,380	16,000	(4,620)	-29%	24,000	12,620	47%
Memberships	8,969	4,000	4,969	124%	74,190	39,500	34,690	88%	50,000	(24,190)	148%
Grants/Contracts	-	7,800	(7,800)	-100%	17,500	20,800	(3,300)	-16%	26,000	8,500	67%
Interest Income	13,529	6,700	6,829	102%	36,728	18,300	18,428	101%	20,400	(16,328)	180%
TOTAL REVENUE	**$ 81,529**	**$ 29,400**	**$ 52,129**	**177%**	**$ 560,439**	**$ 172,400**	**$ 388,039**	**225%**	**$ 214,500**	**$ (345,939)**	**261%**
EXPENSE											
Payroll Expenses											
Wages	$ 26,076	$ 23,792	$ (2,284)	-10%	$ 237,405	$ 212,823	$ (24,582)	-12%	$ 284,198	$ 46,793	84%
Taxes	2,228	$ 3,321	1,093	33%	20,059	29,791	$ 9,732	33%	39,754	19,695	50%
Other Payroll Expense	-	300	300	100%	(4,393)	3,090	7,483	242%	4,120	8,513	-107%
Subtotal	**$ 28,304**	**$ 27,413**	**$ (891)**	**-3%**	**$ 253,071**	**$ 245,704**	**$ (7,367)**	**-3%**	**$ 328,072**	**$ 75,001**	**77%**
Operations Expenses											
Garden Expenses	$ 2,285	$ 1,750	$ (535)	-31%	$ 32,567	$ 45,150	$ 12,583	28%	$ 50,350	$ 17,783	65%
Building Expenses	1,545	498	(1,047)	-210%	12,120	4,126	(7,994)	-194%	5,520	(6,600)	220%
Utilities	3,753	4,795	1,042	22%	45,889	59,455	13,566	23%	74,040	28,151	62%
Vehicle & Equipment Expenses	1,300	430	(870)	-202%	17,350	4,210	(13,140)	-312%	5,500	(11,850)	315%
Subtotal	**$ 8,883**	**$ 7,473**	**$ (1,410)**	**-19%**	**$ 107,926**	**$ 112,941**	**$ 5,015**	**4%**	**$ 135,410**	**$ 27,484**	**80%**
Administrative Expenses											
Applications & Software	$ 344	$ 1,321	$ 977	74%	$ 2,254	$ 5,131	$ 2,877	56%	$ 6,533	$ 4,279	35%
Insurance	-	4,323	4,323	100%	21,492	26,762	5,270	20%	34,870	13,378	62%
Office Expenses	4,586	1,785	(2,801)	-157%	26,250	17,264	(8,986)	-52%	23,819	(2,431)	110%
Professional Fees	16,184	9,160	(7,024)	-77%	121,015	116,020	(4,995)	-4%	146,180	25,165	83%
Other Administrative Expenses	(565)	500	1,065	213%	9,417	11,115	1,698	15%	14,315	4,898	66%
Contingency for Unknowns	-	300	300	100%	-	2,700	2,700	100%	3,600	3,600	0%
Subtotal	**$ 20,549**	**$ 17,389**	**$ (3,160)**	**-18%**	**$ 180,428**	**$ 178,992**	**$ (1,436)**	**-1%**	**$ 229,317**	**$ 48,889**	**79%**
TOTAL EXPENSE	**$ 57,736**	**$ 52,275**	**$ (5,461)**	**-10%**	**$ 541,425**	**$ 537,637**	**$ (3,788)**	**-1%**	**$ 692,799**	**$ 151,374**	**78%**
NET REVENUE	**$ 23,793**	**$ (22,875)**	**$ 46,668**	**-204%**	**$ 19,014**	**$ (365,237)**	**$ 384,251**	**-105%**	**$ (478,299)**	**$ (497,313)**	**-4%**
NET REVENUE EXCL. DONATIONS	**$ (20,041)**	**$ (23,875)**	**$ 3,834**	**-16%**	**(310,589)**	**$ (394,237)**	**$ 83,648**	**-21%**	**$ (508,799)**	**(198,210)**	**39%**

Water Conservation Garden
Summary of Receipts and Disbursements
March 31, 2026

	Year-To-Date Actual
Beginning fund balance, June 30, 2025	**$ 447,849**
Operating activities	
Admissions	19,656
Donations	329,603
Events/Education	63,029
Gift Shop Sales	19,733
Memberships	74,190
Grants/Contracts	17,500
Change in accruals	14,653
Payments to suppliers and vendors	(288,355)
Capital Expenditures	(7,990)
Payments for payroll	(253,071)
Deposits (net)	4,600
Net cash provided / (used) by operating activities	(6,452)
Capital and financing activities	
Agency Contributions Received	330,740
Net cash provided / (used) for capital and financing activities	330,740
Investing activities	
Interest Income	36,728
Net cash provided / (used) for investing activities	36,728
Ending fund balance, March 31, 2026	**$ 808,865**

Check Detail Report

Water Conservation Garden Authority

March 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
Neighborhood NB - 7943 OP						
03/01/2026	Check	6215	Cube 10 LLC		Reconciled	-1,000.00
03/01/2026	Check	6215	Cube 10 LLC	Invoice 1364		1,000.00
03/02/2026	Expense		QuickBooks Payments	PURCHASE 02-28 INTUIT *QBooks On POINT OF SALE DEBIT PURCHASE 02-28 INTUIT *QBooks Online SAN DIEGO, CA MCI 1391	Reconciled	-263.00
03/02/2026	Expense		QuickBooks Payments	PURCHASE 02-28 INTUIT *QBooks On POINT OF SALE DEBIT PURCHASE 02-28 INTUIT *QBooks Online SAN DIEGO, CA MCI 1391		263.00
03/02/2026	Expense			PURCHASE 02-28 GENIE CAR WASH - POINT OF SALE DEBIT PURCHASE 02-28 GENIE CAR WASH - UNIVE SAN DIEGO, CA MCI 1391	Reconciled	-12.00
03/02/2026	Expense			PURCHASE 02-28 GENIE CAR WASH - POINT OF SALE DEBIT PURCHASE 02-28 GENIE CAR WASH - UNIVE SAN DIEGO, CA MCI 1391		12.00
03/02/2026	Expense		Amazon	PURCHASE 03-01 Amazon.com*B92CP0 POINT OF SALE DEBIT PURCHASE 03-01 Amazon.com*B92CP0RF1 SEATTLE, WA MCI 1391	Reconciled	-127.10
03/02/2026	Expense		Amazon	PURCHASE 03-01 Amazon.com*B92CP0 POINT OF SALE DEBIT PURCHASE 03-01 Amazon.com*B92CP0RF1 SEATTLE, WA MCI 1391		127.10
03/02/2026	Expense			PURCHASE 02-28 ROLANDO MART & POINT OF SALE DEBIT-PIN USED PURCHASE 02-28 ROLANDO MART & SAN DIEGO, CA MAP 1391	Reconciled	-72.88
03/02/2026	Expense			PURCHASE 02-28 ROLANDO MART & POINT OF SALE DEBIT-PIN USED PURCHASE 02-28 ROLANDO MART & SAN DIEGO, CA MAP 1391		72.88
03/03/2026	Expense		FireSpring	FIRESPRING THE WATER CONSERVAT.. ACH WITHDRAWAL FIRESPRING THE WATER CONSERVAT... ACH DEBIT PURCHASE MXXXXXXXX6546	Reconciled	-195.00
03/03/2026	Expense		FireSpring	FIRESPRING THE WATER CONSERVAT.. ACH WITHDRAWAL FIRESPRING THE WATER CONSERVAT... ACH DEBIT PURCHASE MXXXXXXXX6546		195.00
03/04/2026	Check	6218	L. Magnuson		Reconciled	-1,200.00
03/04/2026	Check	6218	L. Magnuson	Petty cash For Tomato Mania	Uncleared	1,200.00
03/04/2026	Check	6219	California Department of Food & Agriculture		Reconciled	-300.00
03/04/2026	Check	6219	California Department of Food & Agriculture	License to sell Nursery Stock		300.00
03/04/2026	Check	6219	California Department of Food & Agriculture	Lic #B2271		
03/04/2026	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-26.91
03/04/2026	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		26.91
03/04/2026	Expense			PURCHASE 03-03 MEISTER TECH AUTO POINT OF SALE DEBIT PURCHASE 03-03 MEISTER TECH AUTO CARE EL CAJON, CA MCI 1391	Reconciled	-290.39
03/04/2026	Expense			PURCHASE 03-03 MEISTER TECH AUTO POINT OF SALE DEBIT PURCHASE 03-03 MEISTER TECH AUTO CARE EL CAJON, CA MCI 1391		290.39
03/04/2026	Expense		Amazon	PURCHASE 03-03 AMAZON MKTPL*BP5W POINT OF SALE DEBIT PURCHASE 03-03 AMAZON MKTPL*BP5WW93R2 SEATTLE, WA MCI 1391	Reconciled	-37.57

Check Detail Report

Water Conservation Garden Authority

March 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
03/04/2026	Expense		Amazon	PURCHASE 03-03 AMAZON MKTPL*BP5W POINT OF SALE DEBIT PURCHASE 03-03 AMAZON MKTPL*BP5WW93R2 SEATTLE, WA MCI 1391		37.57
03/05/2026	Check		San Diego Chapter of the Links, Inc.	CHECK 6168 CHECK CHECK	Reconciled	-450.00
03/05/2026	Check		San Diego Chapter of the Links, Inc.	CHECK 6168 CHECK CHECK		450.00
03/05/2026	Expense		Target	PURCHASE 03-05 TARGET T-1140 El POINT OF SALE DEBIT-PIN USED PURCHASE 03-05 TARGET T-1140 El Cajon, CA MAP 1391	Reconciled	-15.62
03/05/2026	Expense		Target	PURCHASE 03-05 TARGET T-1140 El POINT OF SALE DEBIT-PIN USED PURCHASE 03-05 TARGET T-1140 El Cajon, CA MAP 1391		15.62
03/06/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592	Reconciled	-335.10
03/06/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592		335.10
03/06/2026	Expense		EDCO Disposal Corporation	EDCO WCG Authority ACH DEBIT EDC ACH WITHDRAWAL EDCO WCG Authority ACH DEBIT EDCO	Reconciled	-280.46
03/06/2026	Expense		EDCO Disposal Corporation	EDCO WCG Authority ACH DEBIT EDC ACH WITHDRAWAL EDCO WCG Authority ACH DEBIT EDCO		280.46
03/06/2026	Expense		Albertsons	meals for staff for Tomatomania Event	Reconciled	-194.97
03/06/2026	Expense		Albertsons	meals for staff for Tomatomania Event		194.97
03/09/2026	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-25.80
03/09/2026	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		25.80
03/09/2026	Expense		Volgistics	PURCHASE 02-07 WWW.VOLGISTICS.CO POINT OF SALE DEBIT PURCHASE 02-07	Reconciled	-50.00
03/09/2026	Expense		Volgistics	PURCHASE 02-07 WWW.VOLGISTICS.CO POINT OF SALE DEBIT PURCHASE 02-07		50.00
03/09/2026	Expense			PURCHASE 03-06 SQ *THE RUSH COFF POINT OF SALE DEBIT PURCHASE 03-06 SQ *THE RUSH COFFEE El Cajon, CA MCI 1391	Reconciled	-10.62
03/09/2026	Expense			PURCHASE 03-06 SQ *THE RUSH COFF POINT OF SALE DEBIT PURCHASE 03-06 SQ *THE RUSH COFFEE El Cajon, CA MCI 1391		10.62
03/09/2026	Expense			PURCHASE 03-06 SQ *THE RUSH COFF POINT OF SALE DEBIT PURCHASE 03-06 SQ *THE RUSH COFFEE El Cajon, CA MCI 1391	Reconciled	-17.70
03/09/2026	Expense			PURCHASE 03-06 SQ *THE RUSH COFF POINT OF SALE DEBIT PURCHASE 03-06 SQ *THE RUSH COFFEE El Cajon, CA MCI 1391		17.70
03/10/2026	Check	6220	Heather Melone		Reconciled	-500.00
03/10/2026	Check	6220	Heather Melone	Damage Deposit Refund from Lemon Ave PTA Fundraiser 2025		-500.00
03/10/2026	Check	6221	West Rhode & Roberts		Reconciled	-6,300.00
03/10/2026	Check	6221	West Rhode & Roberts	Filing Form 990		6,300.00
03/10/2026	Expense		Otay Water District	OTAYWATERDISTRIC GARDEN ACH DEBI ACH WITHDRAWAL OTAYWATERDISTRIC GARDEN ACH DEBIT WEBPAYMENT	Reconciled	-1,032.17
03/10/2026	Expense		Otay Water District	OTAYWATERDISTRIC GARDEN ACH DEBI ACH WITHDRAWAL OTAYWATERDISTRIC GARDEN ACH DEBIT WEBPAYMENT		1,032.17

Check Detail Report

Water Conservation Garden Authority

March 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
03/10/2026	Expense		Otay Water District	OTAYWATERDISTRIC GARDEN ACH DEBI ACH WITHDRAWAL OTAYWATERDISTRIC GARDEN ACH DEBIT WEBPAYMENT	Reconciled	-166.54
03/10/2026	Expense		Otay Water District	OTAYWATERDISTRIC GARDEN ACH DEBI ACH WITHDRAWAL OTAYWATERDISTRIC GARDEN ACH DEBIT WEBPAYMENT		166.54
03/10/2026	Check	10019	Cube 10 LLC	CHECK 10019 CHECK CHECK	Reconciled	-5,000.00
03/10/2026	Check	10019	Cube 10 LLC	CHECK 10019 CHECK CHECK		5,000.00
03/11/2026	Expense				Reconciled	-116.61
03/11/2026	Expense			System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		116.61
03/11/2026	Expense			PURCHASE 03-10 SP BOXED WATER IS POINT OF SALE DEBIT PURCHASE 03-10 SP BOXED WATER IS BE HOLLAND, MI MCI 1391	Reconciled	-89.10
03/11/2026	Expense			PURCHASE 03-10 SP BOXED WATER IS POINT OF SALE DEBIT PURCHASE 03-10 SP BOXED WATER IS BE HOLLAND, MI MCI 1391		89.10
03/12/2026	Expense			PURCHASE 03-12 THEEVENTSCAL*PLUG POINT OF SALE DEBIT PURCHASE 03-12 THEEVENTSCAL*PLUGINS XXXXXX7649, MI MCI 1391	Reconciled	-149.00
03/12/2026	Expense			PURCHASE 03-12 THEEVENTSCAL*PLUG POINT OF SALE DEBIT PURCHASE 03-12 THEEVENTSCAL*PLUGINS XXXXXX7649, MI MCI 1391		149.00
03/12/2026	Expense			PURCHASE 03-11 FOOD4LESS FUEL 13 POINT OF SALE DEBIT-PIN USED PURCHASE 03-11 FOOD4LESS FUEL 1374 SAN DIEGO, CA MAP 1391	Reconciled	-76.71
03/12/2026	Expense			PURCHASE 03-11 FOOD4LESS FUEL 13 POINT OF SALE DEBIT-PIN USED PURCHASE 03-11 FOOD4LESS FUEL 1374 SAN DIEGO, CA MAP 1391		76.71
03/16/2026	Payroll Check	DD	Lauren Magnuson	Pay Period: 03/01/2026-03/14/2026	Reconciled	-2,944.27
03/16/2026	Payroll Check	DD	Lauren Magnuson	Direct Deposit	Uncleared	-2,944.27
03/16/2026	Payroll Check	DD	N'Dea N. Wilson	Pay Period: 03/01/2026-03/14/2026	Reconciled	-690.76
03/16/2026	Payroll Check	DD	N'Dea N. Wilson	Direct Deposit	Uncleared	-690.76
03/16/2026	Payroll Check	DD	Tim Townsley	Pay Period: 03/01/2026-03/14/2026	Reconciled	-2,486.73
03/16/2026	Payroll Check	DD	Tim Townsley	Direct Deposit	Uncleared	-2,486.73
03/16/2026	Payroll Check	DD	Juan Jimenez	Pay Period: 03/01/2026-03/14/2026	Reconciled	-771.96
03/16/2026	Payroll Check	DD	Juan Jimenez	Direct Deposit	Uncleared	-771.96
03/16/2026	Payroll Check	DD	Amelia Knezevich	Pay Period: 03/01/2026-03/14/2026	Reconciled	-82.62
03/16/2026	Payroll Check	DD	Amelia Knezevich	Direct Deposit	Uncleared	-82.62
03/16/2026	Payroll Check	DD	Amelia Knezevich	Pay Period: 03/01/2026-03/14/2026	Reconciled	-743.63
03/16/2026	Payroll Check	DD	Amelia Knezevich	Direct Deposit	Uncleared	-743.63
03/16/2026	Payroll Check	DD	Sarah Uran	Pay Period: 03/01/2026-03/14/2026	Reconciled	-966.03
03/16/2026	Payroll Check	DD	Sarah Uran	Direct Deposit	Uncleared	-966.03
03/16/2026	Payroll Check	DD	Yaily I Gonzalez	Pay Period: 03/01/2026-03/14/2026	Reconciled	-2,142.45
03/16/2026	Payroll Check	DD	Yaily I Gonzalez	Direct Deposit	Uncleared	-2,142.45
03/16/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Reconciled	-3,924.15
03/16/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Uncleared	3,924.15
03/16/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592	Reconciled	-500.04

Check Detail Report

Water Conservation Garden Authority

March 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
03/16/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592		500.04
03/16/2026	Expense		Dixieline Hardware	PURCHASE 03-13 PB/DIXIELINE #04 POINT OF SALE DEBIT-PIN USED PURCHASE 03-13 PB/DIXIELINE #04 - EL CAJON, CA PUL 1391	Reconciled	-116.32
03/16/2026	Expense		Dixieline Hardware	PURCHASE 03-13 PB/DIXIELINE #04 POINT OF SALE DEBIT-PIN USED PURCHASE 03-13 PB/DIXIELINE #04 - EL CAJON, CA PUL 1391		116.32
03/17/2026	Check	6222	Glass in the Brain Hole		Reconciled	-175.00
03/17/2026	Check	6222	Glass in the Brain Hole	Stained Glass Butterfly		175.00
03/17/2026	Check	6223	Tomatomania		Reconciled	-28,334.68
03/17/2026	Check	6223	Tomatomania	Payment for Tomatomania Event Sales		28,334.68
03/17/2026	Check	6224	Lauren Magnuson		Cleared	-47.37
03/17/2026	Check	6224	Lauren Magnuson	Staff Meeting		47.37
03/17/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592	Reconciled	-500.00
03/17/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592		500.00
03/17/2026	Expense		Michaels	PURCHASE 03-17 MICHAELS STORES 5 POINT OF SALE DEBIT-PIN USED PURCHASE 03-17 MICHAELS STORES 5711 EL CAJON, CA PUL 1391	Reconciled	-21.53
03/17/2026	Expense		Michaels	PURCHASE 03-17 MICHAELS STORES 5 POINT OF SALE DEBIT-PIN USED PURCHASE 03-17 MICHAELS STORES 5711 EL CAJON, CA PUL 1391		21.53
03/18/2026	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-11.96
03/18/2026	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		11.96
03/18/2026	Check		Heather Melone	Deposit Refund	Reconciled	-500.00
03/18/2026	Check		Heather Melone	Deposit Refund	Uncleared	-500.00
03/20/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592	Reconciled	-1,921.74
03/20/2026	Expense		Advanced Offce	ACCOUNT SERVICIN The Water Conse ACH WITHDRAWAL ACCOUNT SERVICIN The Water Conservation ACH DEBIT WEB PYMNT XXXXXX9592		1,921.74
03/20/2026	Expense			PURCHASE 03-19 PY *MT HELIX PARK POINT OF SALE DEBIT PURCHASE 03-19 PY *MT HELIX PARK FOUN LA MESA, CA MCI 1391	Reconciled	-266.00
03/20/2026	Expense			PURCHASE 03-19 PY *MT HELIX PARK POINT OF SALE DEBIT PURCHASE 03-19 PY *MT HELIX PARK FOUN LA MESA, CA MCI 1391		266.00
03/23/2026	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-13.46
03/23/2026	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		13.46
03/23/2026	Expense		Cox Business	COX COMM SAN Neighborhood ACH DE ACH WITHDRAWAL COX COMM SAN Neighborhood ACH DEBIT PURCHASE	Reconciled	-234.00
03/23/2026	Expense		Cox Business	COX COMM SAN Neighborhood ACH DE ACH WITHDRAWAL COX COMM SAN Neighborhood ACH DEBIT PURCHASE		234.00

Check Detail Report

Water Conservation Garden Authority

March 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
03/23/2026	Expense			PURCHASE 03-20 RCP BLOCK & B POINT OF SALE DEBIT PURCHASE 03-20 RCP BLOCK & BRICK, INC LEMON GROVE, CA MCI 1391	Reconciled	-93.45
03/23/2026	Expense			PURCHASE 03-20 RCP BLOCK & B POINT OF SALE DEBIT PURCHASE 03-20 RCP BLOCK & BRICK, INC LEMON GROVE, CA MCI 1391		93.45
03/24/2026	Expense		Ultatel	PURCHASE 03-23 ULTATEL LLC HERND POINT OF SALE DEBIT PURCHASE 03-23 ULTATEL LLC HERNDON, VA MCI 1391	Reconciled	-117.05
03/24/2026	Expense		Ultatel	PURCHASE 03-23 ULTATEL LLC HERND POINT OF SALE DEBIT PURCHASE 03-23 ULTATEL LLC HERNDON, VA MCI 1391		117.05
03/25/2026	Expense		Smart and Final	PURCHASE 03-24 SMART AND FINAL L POINT OF SALE DEBIT-PIN USED PURCHASE 03-24 SMART AND FINAL LA MESA, CA MAP 1391	Reconciled	-67.40
03/25/2026	Expense		Smart and Final	PURCHASE 03-24 SMART AND FINAL L POINT OF SALE DEBIT-PIN USED PURCHASE 03-24 SMART AND FINAL LA MESA, CA MAP 1391		67.40
03/26/2026	Expense		Staples	PURCHASE 03-25 Staples Inc FRAMI POINT OF SALE DEBIT PURCHASE 03-25 Staples Inc FRAMINGHAM, MA MCI 1391	Reconciled	-128.16
03/26/2026	Expense		Staples	PURCHASE 03-25 Staples Inc FRAMI POINT OF SALE DEBIT PURCHASE 03-25 Staples Inc FRAMINGHAM, MA MCI 1391		128.16
03/26/2026	Expense		Wayfair	PURCHASE 03-24 WF *WAYFAIR439298 POINT OF SALE DEBIT PURCHASE 03-24 WF *WAYFAIRXXXXXX5197- Boston, MA PUL 1391	Reconciled	-1,189.44
03/26/2026	Expense		Wayfair	PURCHASE 03-24 WF *WAYFAIR439298 POINT OF SALE DEBIT PURCHASE 03-24 WF *WAYFAIRXXXXXX5197- Boston, MA PUL 1391		1,189.44
03/27/2026	Check	6225	Rutan & Tucker		Uncleared	-3,034.00
03/27/2026	Check	6225	Rutan & Tucker			3,034.00
03/27/2026	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.	Reconciled	-89.70
03/27/2026	Expense		QuickBooks Payments	System-recorded fee for QuickBooks Payments. Fee-name: DiscountRateFee, fee-type: Daily.		89.70
03/27/2026	Expense		Home Depot	PURCHASE 07-24 HOMEDEPOT.COM 800 POINT OF SALE DEBIT PURCHASE 07-24 HOMEDEPOT.COM 800-430-3376 , GA MCI 1391	Reconciled	-110.94
03/27/2026	Expense		Home Depot	PURCHASE 07-24 HOMEDEPOT.COM 800 POINT OF SALE DEBIT PURCHASE 07-24 HOMEDEPOT.COM 800-430-3376 , GA MCI 1391		110.94
03/27/2026	Expense		Home Depot	PURCHASE 07-24 HOMEDEPOT.COM 800 POINT OF SALE DEBIT PURCHASE 07-24 HOMEDEPOT.COM 800-430-3376 , GA MCI 1391	Reconciled	-213.24
03/27/2026	Expense		Home Depot	PURCHASE 07-24 HOMEDEPOT.COM 800 POINT OF SALE DEBIT PURCHASE 07-24 HOMEDEPOT.COM 800-430-3376 , GA MCI 1391		213.24
03/27/2026	Expense		Constant Contact	CONSTANTCONTACT Lauren Magnuson ACH WITHDRAWAL CONSTANTCONTACT Lauren Magnuson ACH DEBIT XXXXXX5506	Reconciled	-285.00
03/27/2026	Expense		Constant Contact	CONSTANTCONTACT Lauren Magnuson ACH WITHDRAWAL CONSTANTCONTACT Lauren Magnuson ACH DEBIT XXXXXX5506		285.00
03/27/2026	Expense		Hunters Nursery	PURCHASE 03-27 HUNTER'S NURSERY POINT OF SALE DEBIT-PIN USED PURCHASE 03-27 HUNTER'S NURSERY - LEMON GROVE, CA PUL 1391	Reconciled	-149.69
03/27/2026	Expense		Hunters Nursery	PURCHASE 03-27 HUNTER'S NURSERY POINT OF SALE DEBIT-PIN USED PURCHASE 03-27 HUNTER'S NURSERY - LEMON GROVE, CA PUL 1391		149.69
03/30/2026	Payroll Check	DD	Tim Townsley	Pay Period: 03/15/2026-03/29/2026	Reconciled	-2,486.72

Check Detail Report

Water Conservation Garden Authority

March 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
03/30/2026	Payroll Check	DD	Tim Townsley	Direct Deposit	Uncleared	-2,486.72
03/30/2026	Payroll Check	DD	Yaily I Gonzalez	Pay Period: 03/15/2026-03/29/2026	Reconciled	-1,861.75
03/30/2026	Payroll Check	DD	Yaily I Gonzalez	Direct Deposit	Uncleared	-1,861.75
03/30/2026	Payroll Check	DD	Amelia Knezevich	Pay Period: 03/15/2026-03/29/2026	Reconciled	-55.08
03/30/2026	Payroll Check	DD	Amelia Knezevich	Direct Deposit	Uncleared	-55.08
03/30/2026	Payroll Check	DD	Amelia Knezevich	Pay Period: 03/15/2026-03/29/2026	Reconciled	-495.77
03/30/2026	Payroll Check	DD	Amelia Knezevich	Direct Deposit	Uncleared	-495.77
03/30/2026	Payroll Check	DD	Lauren Magnuson	Pay Period: 03/15/2026-03/29/2026	Reconciled	-2,944.26
03/30/2026	Payroll Check	DD	Lauren Magnuson	Direct Deposit	Uncleared	-2,944.26
03/30/2026	Payroll Check	DD	N'Dea N. Wilson	Pay Period: 03/15/2026-03/29/2026	Reconciled	-557.56
03/30/2026	Payroll Check	DD	N'Dea N. Wilson	Direct Deposit	Uncleared	-557.56
03/30/2026	Payroll Check	DD	Juan Jimenez	Pay Period: 03/15/2026-03/29/2026	Reconciled	-664.70
03/30/2026	Payroll Check	DD	Juan Jimenez	Direct Deposit	Uncleared	-664.70
03/30/2026	Payroll Check	DD	Sarah Uran	Pay Period: 03/15/2026-03/29/2026	Reconciled	-924.23
03/30/2026	Payroll Check	DD	Sarah Uran	Direct Deposit	Uncleared	-924.23
03/30/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Reconciled	-3,561.52
03/30/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Uncleared	3,561.52
03/30/2026	Expense		Valhalla Nursery	PURCHASE 07-25 RANCHO SAN DIEGO POINT OF SALE DEBIT-PIN USED PURCHASE 07-25 RANCHO SAN DIEGO EL CAJON, CA PUL 1391	Reconciled	-45.72
03/30/2026	Expense		Valhalla Nursery	PURCHASE 07-25 RANCHO SAN DIEGO POINT OF SALE DEBIT-PIN USED PURCHASE 07-25 RANCHO SAN DIEGO EL CAJON, CA PUL 1391		45.72
03/30/2026	Expense		Home Depot	PURCHASE 07-24 HOMEDEPOT.COM 800 POINT OF SALE DEBIT PURCHASE 07-24 HOMEDEPOT.COM 800-430-3376 , GA MCI 1391	Reconciled	-1,506.35
03/30/2026	Expense		Home Depot	PURCHASE 07-24 HOMEDEPOT.COM 800 POINT OF SALE DEBIT PURCHASE 07-24 HOMEDEPOT.COM 800-430-3376 , GA MCI 1391		1,506.35
03/30/2026	Expense			PURCHASE 03-29 APRONS AND SMOCKS POINT OF SALE DEBIT PURCHASE 03-29 APRONS AND SMOCKS WOODSTOCK, GA MCI 1391	Reconciled	-368.21
03/30/2026	Expense			PURCHASE 03-29 APRONS AND SMOCKS POINT OF SALE DEBIT PURCHASE 03-29 APRONS AND SMOCKS WOODSTOCK, GA MCI 1391		368.21
03/30/2026	Expense		QuickBooks Payments	PURCHASE 03-28 INTUIT *QBooks On POINT OF SALE DEBIT PURCHASE 03-28 INTUIT *QBooks Online SAN DIEGO, CA MCI 1391	Reconciled	-263.00
03/30/2026	Expense		QuickBooks Payments	PURCHASE 03-28 INTUIT *QBooks On POINT OF SALE DEBIT PURCHASE 03-28 INTUIT *QBooks Online SAN DIEGO, CA MCI 1391		263.00
03/30/2026	Expense			PURCHASE 03-27 SP HAWS CO SPARKS POINT OF SALE DEBIT PURCHASE 03-27 SP HAWS CO SPARKS, NV MCI 1391	Reconciled	-101.59
03/30/2026	Expense			PURCHASE 03-27 SP HAWS CO SPARKS POINT OF SALE DEBIT PURCHASE 03-27 SP HAWS CO SPARKS, NV MCI 1391		101.59
03/31/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Reconciled	-0.02
03/31/2026	Tax Payment		QuickBooks Payroll	Tax withdrawal	Uncleared	0.02

Check Detail Report

Water Conservation Garden Authority

March 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	CLEARED	AMOUNT
03/31/2026	Check	6226	Form Craft Business Systems, Inc.		Uncleared	-251.94
03/31/2026	Check	6226	Form Craft Business Systems, Inc.	Check ReOrder		251.94
03/31/2026	Check	6227	L. Magnuson		Cleared	-39.85
03/31/2026	Check	6227	L. Magnuson	Postage		7.47
03/31/2026	Check	6227	L. Magnuson	Flash Drive		19.38
03/31/2026	Check	6227	L. Magnuson	Car Wash		13.00
03/31/2026	Check	6228	Amelia Knesevich	Reimbursement	Uncleared	-120.00
03/31/2026	Check	6228	Amelia Knesevich	March 2026 Wellness Classes		120.00
03/31/2026	Check	6229	Hannah Lei Kruger		Uncleared	-40.00
03/31/2026	Check	6229	Hannah Lei Kruger	March 2026 Wellness Classes		40.00
03/31/2026	Check	6230	Jessica Ullyott	Reimbursement	Uncleared	-170.00
03/31/2026	Check	6230	Jessica Ullyott	Wellness Workshop January 2026		120.00
03/31/2026	Check	6230	Jessica Ullyott	March 2026 Journaling Class		50.00
03/31/2026	Check	6231	Lisa McKenna		Uncleared	-120.00
03/31/2026	Check	6231	Lisa McKenna	March Wellness 2026		120.00
03/31/2026	Check	6232	Pamela M Badger		Uncleared	-400.00
03/31/2026	Check	6232	Pamela M Badger	March Wellness 2026		400.00

COUNTY CONTRACT NUMBER 575304
AGREEMENT WITH THE WATER CONSERVATION GARDEN FOR STORMWATER POLLUTION PREVENTION AND WATER CONSERVATION WORKSHOPS

This agreement ("Agreement") is made and entered into effective as of the date of the last signature on the signature page by and between the County of San Diego, a political subdivision of the State of California ("County") and ***The Water Conservation Garden located at 12122 Cuyamaca College Dr. W., El Cajon, CA, 92019*** *("*Contractor"), with reference to the following facts:

RECITALS

A. Pursuant to the San Diego County Administrative Code section 401, the County's Director of the Department of Purchasing and Contracting is authorized to award a contract for **Stormwater Pollution Prevention and Water Conservation Workshops.**

B. Contractor is specially trained and possesses certain skills, experience, education, and competency to perform these services.

C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to section 703.10 of the County Charter**.**

D. The Agreement shall consist of:

- This document,
- Exhibit A Statement of Work,
- Exhibit B Insurance Requirements, and
- Exhibit C Payment Schedule.

E. In the event of a conflict between any provisions of this Agreement, the following order of precedence shall govern: First (1st) this document; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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COUNTY CONTRACT NUMBER 575304
AGREEMENT WITH THE WATER CONSERVATION GARDEN FOR STORMWATER POLLUTION PREVENTION AND WATER CONSERVATION WORKSHOPS

ARTICLE 1
KEY PROVISIONS

1.1 **CONTRACTOR:** The Water Conservation Garden

1.2 **SERVICES:** Stormwater Pollution Prevention and Water Conservation Workshops

1.3 **AGREEMENT TERM:** The initial term of this Agreement shall begin on July 1, 2026, and end on June 30,2027 ("Initial Term").

1.4 **OPTION TO EXTEND:** The County shall have the option to extend the term of this Agreement for four (4) increments of one (1) year (each an "Option Period"), for a total of four (4)years beyond the expiration of the Initial Term, not to exceed June 30, 2031. This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Agreement.

1.4.1 Options to Extend for One to Six Additional Months at End of Agreement. County shall also have the option to extend the term of this Agreement, in one or more increments, for a total of no less than one (1) and no more than six (6) calendar months ("Incremental Options"). The County may exercise each Incremental Option by providing written notice to Contractor no fewer than fifteen (15) calendar days prior to expiration of this Agreement. The rates in effect at the time an Incremental Option is exercised shall apply during the term of the Incremental Option.

1.5 **COMPENSATION:** Pursuant to Exhibit C, Article 4, and other applicable provisions of this Agreement, County agrees to pay Contractor a sum not to exceed Two Hundred Forty Two Thousand, Two Hundred Dollars ($242,200.00) ("Maximum Agreement Amount"). Furthermore, compensation for the Initial Term and any Option Periods shall not exceed the amounts shown for the Initial Term or that Option Period shown below:

Initial Term	***7/1/2026 – 6/30/2027***	***$47,550.00***
First Option Period	***7/1/2027 – 6/30/2028***	***$47,950.00***
Second Option Period	***7/1/2028 – 6/30/2029***	***$48,500.00***
Third Option Period	***7/1/2029 – 6/30/2030***	***$48,900.00***
Fourth Option Period	***7/1/2030 – 6/30/2031***	***$49,300.00***

1.6 **COR:** The County designates the following individual as the Contracting Officer's Representative ("COR").

Nicholas Del Valle, Land Use Environmental Planner III
5510 Overland Ave., Suite 410
San Diego CA 92123
(858) 692-7806 and nicholas.delvalle@sdcounty.ca.gov

1.7 **CONTRACTOR'S REPRESENTATIVE:** Contractor designates the following individual as the Contractor's Representative.

Lauren Magnuson, Director of Garden Operations
12122 Cuyamaca College Dr. W.
El Cajon, CA, 92019
(828)719-6869 and Lauren@thegarden.org

ARTICLE 2
PERFORMANCE OF WORK

2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit A to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.

2.1.1 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

2.1.2 Health Insurance. If Contractor provides direct services to the public under this Agreement, Contractor shall ask if clients and any minor(s) for whom clients are responsible have health insurance coverage. If the response is "no" for client or minor(s) the Contractor shall refer the client to Covered California at https://www.coveredca.com/ or to 1-800-300-1506.

2.2 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all

other personnel, all supplies and materials, equipment, printing, transportation, training, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.

2.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent contractor. Neither Contractor nor any person engaged by Contractor to accomplish the work under this Agreement, including, without limitation, Contractor's and its subcontractors' employees, volunteers, officers, agents, consultants, and subcontractors ("Workforce") shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work, which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. County hereby delegates to Contractor any and all responsibility for the safety of Contractor's Workforce, which shall include inspection of property to identify potential hazards. Neither Contractor nor Contractor's Workforce shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.

2.4 Contractor's Agents and Employees or Subcontractors.

Contractor shall obtain, at Contractor's expense, all Workforce required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any Workforce member shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's Workforce to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

In the event any subcontractor or consultant is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and ensuring the availability and retention of records of subcontractors and consultants in accordance with this Agreement.

2.4.1 "Related Subcontract" means an agreement to furnish, or the furnishing of, supplies, materials, equipment, or services of any kind to Contractor or any higher tier subcontractor in the performance of some or all of the work in this Agreement. Related Subcontracts includes consultant agreements, which are defined as agreements for services rendered, or the rendering of services, by persons who are members of a particular profession or possess as special skill and who are not officers or employees of the Contractor. Examples include those services acquired by Contractor or a subcontractor in order to enhance their legal, economic, financial, or technical positions. Professional and consultant services are generally acquired to obtain information, advice, opinions, alternatives, conclusions, recommendations, training, or direct assistance, such as studies, analyses, evaluations, liaison with government officials, or other forms or representation. Related Subcontracts shall not include agreements for ancillary goods or services, or consulting services intended to support Contractor in a general manner not specific to the work performed under this Agreement. "Related Subcontractor" means an individual or entity holding or performing a Related Subcontract.

2.4.2 Required Subcontract Provisions: Contractor shall notify all Related Subcontractors of Contractor's relationship to County and include in its subcontracts all provisions necessary to ensure Contractor's and subcontractors' compliance with this Agreement. Without limiting the foregoing, Contractor shall specifically include in its Related Subcontracts, and require Related Subcontractors' compliance with, the applicable provisions of Articles 3, 7, 9, 10, 11, 12, 14, 15, 17 and 18, and section 4.6.1 of Article 4 hereunder, altered as necessary for proper identification of the contracting parties.

2.4.3 Reserved.

2.4.4 County Approval: Any Related Subcontract that is in excess of fifty thousand dollars ($50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or a combination of Related Subcontracts to the same individual or firm for the Agreement period, the aggregate of which exceeds fifty thousand dollars ($50,000) or twenty five percent (25%) of the value of this Agreement, whichever is less; or any Related Subcontract for professional medical or mental health services, regardless of value, must have prior concurrence of the COR.

2.5 Offshore Prohibition. Except where Contractor obtains the County's prior written approval, Contractor shall perform the work of this Agreement only from or at locations within the United States. Any County approval for the performance of work outside of the United States shall be limited to the specific instance and scope of such written approval, including the types of work and locations involved. Notwithstanding the foregoing, this section shall not restrict the country or countries of origin of any assets purchased to provide the work hereunder; provided that when such assets are used to provide the work, such assets shall be used only from or at locations within the geographic boundaries of the United States.

2.6 Responsibility for Equipment. County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or Contractor's Workforce, even though

such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's Workforce shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify, and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

2.6.1 Contractor shall repair or replace, at Contractor's expense, all County equipment or fixed assets that are damaged or lost as a result of the actions of Contractor or Contractor's Workforce.

2.7 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to Contractor by County, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of $5,000 or more and a normal life expectancy of more than one year without the prior written approval of COR. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition of the property. Inventory records on non-expendable property shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of the Agreement (e.g. has not been depreciated so that its value is zero), and to which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow Contractor to retain the non-expendable property provided that Contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

ARTICLE 3
DOCUMENTS AND RECORDS

3.1 Ownership, Publication, Reproduction, and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.

3.2 Confidentiality. Contractor agrees to maintain the confidentiality of, and to take industry appropriate as well as all legally required measures to prevent the unlawful disclosure of, any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure. Further, any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement

3.2.1 Specific Requirements for County Confidential Information under Sections 965 through 971 of the San Diego County Code of Administrative Ordinances

3.2.1.1 Definitions. For purposes of this Section, "County Confidential Information" means, collectively, information related to any: (i) actions that an individual has the right to undertake free from undue governmental interference, discrimination, or criminalization under federal, state, or local law including, without limitation, Reproductive Healthcare Services, Gender Affirming Health Care, Gender Affirming Mental Health Care, and exercising rights under the First Amendment of the United States Constitution (collectively, "Protected Personal Activity"), and (ii) actual or perceived attributes of an individual that are safeguarded from discrimination under state law, including, without limitation, immigration or citizenship status, disability status, gender identity or expression, or transgender status, sexual orientation, race, ethnicity, national origin, or language, and/or marital or familial status (collectively, "Protected Personal Characteristics"). All capitalized terms used in this Section 3.2.1, but not defined herein, shall have the meaning assigned to such terms in Section 966 of the San Diego County Code of Administrative Ordinances.

3.2.1.2 Confidentiality. Contractor agrees to maintain County Confidential Information received or obtained pursuant to the obligations under this Contract, if any, confidential, and shall not share and/or transmit such information to any third party including, without limitation, any governmental agency, unless required to do so pursuant to federal, state, or local law or as necessary to perform the obligations of Contractor pursuant to this Contract. Contractor agrees to include these requirements in any subcontract related to the performance of this Contract. The obligation to maintain County Confidential Information confidential and private shall survive the expiration or earlier termination of this Contract.

3.2.1.3 Notice Requirement for Interactions with Federal Law Enforcement, Out-of-State Law Enforcement, or Private Parties Acting Under Color of Law Enforcement Authority Should Contractor receive a request from any Federal Law Enforcement Agency Personnel, Out-of-State Law Enforcement Personnel, or a Private Party Acting Under the Color of Law Enforcement Authority for assistance with any Law Enforcement Activity where the alleged criminal activity is a Protected Personal Characteristic and/or a Protected Personal Activity, Contractor shall, within five (5) business days of receipt of such request, notify COR in writing and include (i) the requesting party, (ii) a description of the request, and (iii) the County Confidential Information released, if any.

3.3 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in section 17.1 of this Agreement extend to any Claim (as defined in section 17.1) against the County Parties (as defined in section 17.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

3.4 Custody of Records. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to Contractor's work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor's client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.

ARTICLE 4
COMPENSATION

County will pay Contractor in accordance with Exhibit C Payment Schedule and this Article 4, for the work specified in Exhibit A Statement of Work (SOW), not to exceed the maximum compensation as set forth on signature page. Contractor shall employ and maintain an accounting and financial system to effectively monitor and control costs and assure accurate invoicing and performance under this Agreement.

4.1 General Principles. Contractor shall comply with generally accepted accounting principles, good business practices, San Diego County Code of Administrative Ordinances section 472, and the cost principles published by the federal Office of Management and Budget (OMB), including 2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS "The Uniform Guidance," which can be viewed at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. Contractor shall comply with all applicable federal, State, and other funding source requirements, Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as specifically stated herein to be furnished by County.

4.1.1 Fiscal Year. The County's fiscal year runs from July 1 through June 30 ("County Fiscal Year").

4.2 Compensation. Where non-cost-reimbursement work (fixed price, labor hour, time and materials, etc.) is also provided for in this Agreement, Contractor shall be entitled to compensation as set forth below:

4.2.1 Contractor shall be entitled to compensation only upon completion and acceptance of a deliverable or portion of work as described in the Payment Schedule ("Services"). Services shall include any additional or as-needed services specified in the SOW and Pricing Schedule and pre-approved in writing by COR or authorized by County task order issued in accordance with this Agreement ("As-Needed Services").

4.2.1.1 Contractor shall be entitled to reimbursement for incidental expenses associated with any such portions of the work only when specifically allowed for in the SOW and Pricing Schedule ("Reimbursable Expenses"), and only upon completion and acceptance of the Services for which they were incurred unless earlier reimbursement is otherwise authorized under this Agreement. Compensation for Reimbursable Expenses shall be at cost.

4.2.1.2 Where travel, lodging, or meal expenses ("Travel Expenses") are allowable Reimbursable Expenses, rates must not exceed County-authorized rates set forth in San Diego County Administrative Code section 472. Should Contractor incur Travel Expenses greater than the County-authorized rates, Contractor shall not be entitled to reimbursement for the difference between the County-authorized rate for each category and the actual cost.

4.3 Invoices.

4.3.1 Contractor shall invoice monthly for completed and accepted Services performed in the prior month.

4.3.1.1 Where allowable, Contractor may invoice monthly for As-Needed Services completed and accepted within that month, or include with invoices for other completed and accepted Services.

4.3.2 Contractor shall submit invoices to the COR that are completed and submitted in accordance with written COR instructions and are in compliance with all Agreement terms.

4.3.2.1 Contractor shall provide accurate invoices with sufficient detail and supporting documentation for County verification. Invoices must reference the Agreement number (and task order, if applicable), contain a detailed listing of each deliverable or portion of work, including the pay point, target, accomplishment, unit price, percentage completion, and appropriate calculations where applicable. Invoices must include a progress report documenting the status and accomplishments of Contractor.

4.3.2.2 Contractor agrees that by submitting an invoice, Contractor certifies, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and/or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.

4.3.3 Contractor requests for payment of authorized Reimbursable Expenses must be included in the invoice for the associated Services, unless previously invoiced in accordance with this Agreement.

4.3.4 Reserved.

4.3.5 Reserved.

4.4 Payments. Contractor shall be entitled to payment only upon County approval of a correct and substantiated invoice. Payment terms are, unless otherwise specified by County, thirty (30) days from the later of: (i) performance of work under the Agreement entitling Contractor to payment, (ii) County receipt of a correct and substantiated invoice, and (iii) County receipt of all substantiating information. The County at its sole discretion may issue partial payment where only a portion of an invoice is correct and substantiated. Payment shall be deemed to have been made on the date that County submits electronic payment or mails a warrant or check. The County is precluded from making payments prior to receipt of services (advance payments).

4.5 Full Compensation. The compensation set forth in this Agreement shall constitute the full and complete payment for Contractor's performance of the services set forth herein. Contractor shall not be entitled to any additional payment for services rendered. Contractor shall not be entitled to any compensation, reimbursement, ancillary benefits, or other consideration for services rendered beyond that specified in Agreement.

4.6 Prompt Payment for Vendors and Subcontractors.

4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.

4.6.2 If Contractor determines that any payment otherwise due such Related Subcontractor is subject to withholding in accordance with a Related Subcontract, Contractor shall:

4.6.2.1 Provide written notice to the Related Subcontractor and COR within three (3) business days of such withholding stating the amount to be withheld, the basis for the withholding, and, if applicable, the cure required of the Related Subcontractor in order to receive payment of the amounts withheld; and

4.6.2.2 Reduce the Related Subcontractor's payment by an amount not to exceed the amount specified in the notice furnished under paragraph 4.6.2.1 above.

4.6.3 Contractor shall not include in any invoice to the County amounts that the Contractor has withheld or intends to withhold from a Related Subcontractor for failure to satisfactorily perform work in a manner required by this Agreement. If such withholding determination is made after submitting an invoice to the County, Contractor shall submit to County a revised invoice omitting or crediting such amount. Contractor shall not include such amounts in any subsequent invoices unless the Related Subcontractor has cured the basis for withholding.

4.7 Partial Payment. Contractor shall be paid only for work performed in accordance with this Agreement. If Contractor fails to perform a portion of the work or fails to perform some or all of the work in accordance with this Agreement, County, at its sole discretion, may provide partial payment to Contractor to reflect the reasonable value of work properly performed.

4.8 Withholding of Payment. Without limiting any other provision of this Agreement, County may withhold payment, in whole or in part, if any of the following exist:

4.8.1 Missing Information. Contractor has not provided to County reports, data, audits, or other information required for Agreement administration, for reporting or auditing purposes, or by State, federal, or other funding source.

4.8.2 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of a substantial and material nature with respect to any information furnished to County

4.8.3 Unauthorized Actions by Contractor. Contractor took any action under this Agreement that required County approval without having first received such approval.

4.8.4 Breach. In the County's determination, Contractor is, or at the time of performance was, in breach of any of the terms of this Agreement.

4.8.5 Wage Theft. Contractor has a judgment rendered against it by the California Division of Labor Standards Enforcement (DLSE), other state labor compliance body, or the United States Department of Labor that is unsatisfied. In such event, County may withhold payment from Contractor in the amount of such unsatisfied judgment until such judgment has been discharged.

4.9 Disallowance. County may disallow payment at any time if it determines that the basis for the payment is or was not eligible for compensation under this Agreement. If County makes payment to Contractor that is later disallowed by the County, State or federal government, or other funding source, County shall be entitled to prompt recovery of funds in accordance with Article 16.

4.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

4.11 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and County shall be entitled to prompt recovery of funds in accordance with Article 16.

4.12 Availability of Funding. The County's obligation for payment under this Agreement is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond the end of the County Fiscal Year for which funds are designated by the County. In the event that federal, State, or County funding ceases or is reduced, the County shall, in its sole discretion and without limiting any other provision of this Agreement, have the right to terminate or suspend this Agreement, or to reduce compensation and service levels proportionately.

4.13 Rate of Expense. Contractor shall control its rate of expense throughout the term of this Agreement such that it is reasonably in alignment with the progress of the Agreement, inclusive of term, achievement towards objectives, anticipated revenue, deliverables, and other applicable factors. Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

4.13.1 Contractor shall promptly inform the COR if its rate of expense exceeds, or is anticipated to exceed, the progress of this Agreement or would result in expenses that exceed the maximum Agreement amount or budget. In no event, however, shall Contractor's invoiced amounts exceed the maximum Agreement amount or budget.

4.13.2 If the Agreement term, Initial Term, or any Option Period originates in one County Fiscal Year and ends in another County Fiscal Year, Contractor shall not exceed the amounts reasonably allocated to each of the County Fiscal Years based on the monthly budget or other rate of expense.

4.14 Reserved.

4.15 Reserved.

4.16 Reserved.

4.17 Reserved.

ARTICLE 5
AGREEMENT ADMINISTRATION

5.1 The Director of the Department of Purchasing and Contracting or designated Department of Purchasing and Contracting official is the contracting officer for this Agreement ("Contracting Officer").

5.2 County's Agreement Administrator. The County has designated the individual identified in Article I as the Contracting Officer's Representative ("COR"), The COR will coordinate the County's administration of this Agreement.

5.2.1 The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required.

5.2.2 The COR is not authorized to make Changes to this Agreement, except for administrative adjustments, such as line-item budget changes or adjustments to the service requirements that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price ("Administrative Adjustments"). Each Administrative Adjustment shall be in writing and signed by COR and Contractor.

5.3 Contractor's Representative. The person identified as Contractor's Representative shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to section 7.1 "Termination for Default" if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.

5.4 Agreement Progress. Contractor shall promptly apprise the County of problems, if any, being experienced in completing the work under this Agreement. The Contractor shall also promptly notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement.

5.5 Agreement Progress Meeting. Upon request by either party, Contractor shall meet with the COR and/or other County personnel to review the Contractor's performance under this Agreement, with the COR or designated representative serving as meeting chair. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement within 10 days. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

6.1 Changes. Changes to this Agreement may only be made by Administrative Adjustment, Change Order, or amendment, in accordance with this Article 6. No other modification of this Agreement shall be valid.

6.1.1 Administrative Adjustment. Changes that do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement Term, or the total Agreement price of the Agreement, such as line-item budget changes or adjustments to the service requirements, ("Administrative Adjustments") may be made if in writing and signed by COR and Contractor

6.1.2 Change Order. The County may at any time, by written order, make Changes within the general scope of this Agreement ("Change Order"). If any Change Order causes an increase or decrease in the cost or time required for the performance of the work under this Agreement, an equitable adjustment shall be made to the price, delivery schedule, or both.

6.1.2.1 Contractor must assert any claim for equitable adjustment within thirty (30) days from the date of receipt by the Contractor of the Change Order; however, the Contracting Officer may receive and act upon any such claim asserted at any time prior to final payment under this Agreement where the facts justify such action. Where the cost of property made obsolete or excess as a result of a Change Order is included in the Contractor's claim for equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any equitable adjustment shall be a dispute concerning a question of fact within the meaning of Article 8 "Disputes". However, nothing in this section shall excuse the Contractor from proceeding with this Agreement as changed.

6.1.3 Amendment. The County and Contractor may modify this Agreement by written amendment signed by the Contracting Officer and Contractor.

ARTICLE 7
SUSPENSION, DELAY, AND TERMINATION

7.1 Termination for Default. In the event of Contractor's breach of this Agreement, County shall have the right to terminate this Agreement in whole or in part.

7.1.1 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor's response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.

7.1.2 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.1 above.

7.1.3 In the event of termination for default, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

7.1.4 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section 7.5 "Termination for Convenience."

7.2 Reserved.

7.3 Failure to Perform. Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.

7.4 Reduction in Funding. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County and its departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

7.5 Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination ("Incomplete Work"). Contractor may, at County's option, be required to complete some or all Incomplete Work during Disentanglement.

7.5.1 The County shall pay Contractor as full compensation for work performed and costs of termination:

7.5.1.1 The unit or pro rata price for any delivered and accepted portion of the work.

7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.

7.5.2 In no event shall the County be liable for any loss of profits or any other consequential damages.

7.5.3 County's termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:

7.5.3.1 Fraud, waste, or abuse of Agreement funds, or

7.5.3.2 Improperly submitted claims, or

7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or

7.5.3.4 Any breach of any term or condition of the Agreement, or

7.5.3.5 Any actions under any warranty, express or implied, or

7.5.3.6 Any claim of professional negligence, or

7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.

7.6 Suspension of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate. County reserves the right to prohibit, without prior notice, Contractor and/or Contractor's Workforce from 1) accessing County data, files, and/or electronic systems; 2) treating County's patients, clients, or facility residents; or 3) providing any other services under this Agreement.

ARTICLE 8
DISPUTES

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

ARTICLE 9
DISENTANGLEMENT

9.1 General Obligations. Upon the expiration or termination of all or a portion of the services provided hereunder ("Transitioning Services,"), the County may elect to have such services, substantially similar services, or follow-on services ("Disentangled Services") performed by County or one or more separate contractors ("Replacement Provider"). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services ("Disentanglement") without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

9.2 Disentanglement Process. Contractor and County shall discuss in good faith a plan for Contractor's Disentanglement that shall not lessen in any respect Contractor's Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor's costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor's obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County's reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

9.3 Specific Obligations. The Disentanglement shall include the performance of the following specific obligations ("Specific Obligations"):

9.3.1 No Interruption or Adverse Impact. Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

9.3.2 Client Authorizations. Contractor shall obtain, or use best efforts to obtain, client consents or authorizations necessary to transfer client data to Replacement Provider.

9.3.3 Leases, Licenses, and Third-Party Agreements. Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor's failure to comply with any terms of any third-party agreements prior to the date of conveyance or assignment.

9.3.4 County Property. County non-expendable property shall be handled as set forth in section 2.7 of this Agreement.

9.3.5 Contractor Property. Contractor shall promptly remove from County's site(s) any Contractor non-expendable property when no longer needed to provide services under this Agreement.

9.3.5.1 Notwithstanding the above, County shall be entitled to purchase at net book value (or if none exists, at fair market value) Contractor non-expendable property used primarily for the provision of Disentangled Services to or for County, other than property expressly identified in this Agreement as being excluded.

9.3.6 Delivery of Documentation. Notwithstanding section 3.4 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

9.3.7 Licenses to Proprietary Software. For any software programs developed for use under this Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the Replacement Provider (and to County, if Replacement Provider is other than County), at no charge to County, to use, copy, and modify, all software, including software not specifically developed for County under this Agreement, that would be needed in order to allow Replacement Provider to continue to perform the Disentangled Services. Contractor shall also provide Replacement Provider (and County, if Replacement Provider is other than County) with a copy of all such software, in such media as requested by County, together with object code, source code, and appropriate documentation. Contractor shall also offer to County, as appropriate, the right to receive maintenance (including all enhancements and upgrades) and support with respect to such software for so long as County requires, at the best rates Contractor is offering to other major customers for services of a similar nature and scope.

ARTICLE 10
COUNTY CONTRACTOR RESPONSIBILITIES

10.1 Subcontractor Reporting. Contractor shall provide periodic reports to the County of amounts paid under this Agreement to each Related Subcontractor, and whether each subcontractor qualifies as a Small-Local Business as defined in Board Policy B-53. Such reports shall be submitted to the COR using the "Subcontractor Data Collection Form (PC613)" located at https://www.sandiegocounty.gov/content/dam/sdc/purchasing/docs/PC613_dpc_Subcontractor_Data.xlsx or as otherwise directed by County. Reports shall be aligned with the County's Fiscal Year, with a mid-year report of data through December 31 submitted by February 15th, and a full Fiscal Year report submitted by July 15.

10.2 Small-Local Business Preference. If this Agreement resulted from a solicitation where Contractor claimed Small-Local Business status in its response per section 405 of the San Diego County Administrative Code, Contractor shall perform a commercially useful function (as that term is defined in Board Policy B-53 Small-Local Business Policy) throughout the term of this Agreement.

10.3 Small-Local Business Subcontractor Participation. If this Agreement resulted from a solicitation containing Small-Local Business Subcontractor Participation Requirements as set forth in Board Policy B-53, such requirements and Contractor's submitted forms are incorporated herein by reference to the extent not included as an exhibit to this Agreement. Contractor shall make all commercially reasonable efforts to comply with all such requirements, including meeting the Percent of Utilization on Contractor's Small-Local Subcontractor Utilization Plan. Contractor shall maintain a rate of Small-Local Business utilization throughout the term of this Agreement that is reasonably in alignment with the progress of the Agreement (e.g., term, utilization, deliverables). Contractor shall provide to County, upon request, documentation sufficient to verify Contractor's compliance with such requirements.

If in County's determination, Contractor is not in compliance with all Small-Local Business Subcontractor Participation Requirements, County may take corrective action, which may include (i) requiring Contractor to submit a corrective action plan acceptable to County detailing actions the Contractor will take to fulfill its requirements and/or (ii) withholding of payments to Contractor equivalent to the amount of the underutilization. Such corrective actions shall be in addition to any other remedies the County may have under this Agreement or at law or equity.

10.4 Ethical Business Standards. As a material term and condition of this Agreement, Contractor shall have an ongoing responsibility to maintain internal policies and procedures established to ensure adherence to laws, regulations, Agreement terms, promote good conduct within the organization, and mitigate any identified risks associated with non-compliance to such. Contractor shall develop and implement a program and mechanism for receiving, investigating and resolving Workforce, client, or public concerns and maintain it during the term of this Agreement. In lieu of a dedicated reporting mechanism for such concerns, Contractor may choose to utilize the County of San Diego Office of Ethics and Compliance Ethics Hotline Posters to display in common work areas. Posters may be downloaded at: http://www.sandiegocounty.gov/content/sdc/cao/oec.html.

10.4.1 Contractor shall train all Workforce on their program for Ethical Business Standards annually and maintain documentation of such. Contractor shall retain this documentation in accordance with the Agreement's provision regarding retention of records

10.5 Financial Audit. Contractor shall annually engage an independent Certified Public Accountant licensed to perform audits and attests to conduct an annual financial audit of the organization. The results of the Financial Audit shall be provided to COR within 30 business days of completion. Contractor shall notify COR within 24 hours if notified at any time that the Financial Audit will include a disclaimer of opinion or adverse findings.

10.6 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

10.6.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;

10.6.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: http://www.sandiegocounty.gov/content/sdc/cao/oec.html. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;

10.6.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.

10.7 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.

10.8 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.

10.8.1 As a material condition of this Agreement, Contractor agrees that Contractor and Contractor's Workforce, while performing services or using County equipment pursuant to Agreement:

10.8.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

10.8.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.

10.8.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person.

10.9 Critical Incidents. Contractor shall have written plans or protocols and provide Workforce training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident information; fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug and Alcohol Use Policy" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. Contractor must also adhere to any and all timelines and processes contained in Article 14.

10.10 Responsiveness to Community Concerns. Contractor shall take appropriate steps to acknowledge receipt of complaint(s) from individuals or organizations and to address or resolve all complaints. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement, unless prohibited by applicable State, federal, or local law. Material complaints include, but are not limited to, those involving issues of abuse, quality of care**,** safety, or security; but do not include routine or minor concerns that may be raised in the normal course of business. Contractor shall promptly notify the County of the status and disposition of all material complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.

10.11 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any Workforce member who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Contractor must also adhere to the requirements contained in Article 14, if any, and in section 12.8 Fair Chance Ordinance.

10.11.1 Contractor shall have a documented process for reviewing the information to determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services performed under Agreement. Contractor shall document review of findings and consideration of criminal history in the selection of Workforce members.

10.11.2 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any Workforce member providing any services under this Agreement.

10.11.3 Contractor shall maintain documentation of its review and consideration of the criminal history of its Workforce in accordance with section 15.4 "Availability of Records."

10.11.4 For any Workforce members who will be assigned to sensitive positions funded by this Agreement, background checks and determinations shall be in compliance with Board of Supervisors Policy C-28. Sensitive positions are defined as those who are in direct contact with children under the age of eighteen.

10.12 Due Process and Safety in County Facilities. Contractor shall comply with requirements under sections 965 through 971 of the San Diego County Code of Administrative Ordinances.

10.12.1 Definitions. For purposes of Sections 10.12.2 through 10.2.4 of this Agreement, all capitalized terms shall have the meaning assigned to such terms in Section 966 of the San Diego County Code of Administrative Ordinances.

10.12.2 Prohibition on Access for Federal Law Enforcement, Out-of-State Law Enforcement, and Private Parties Acting Under Color of Law Enforcement Authority. Contractor shall not provide access to any Non-Public Area of a County Facility, or facility where Contractor provides services to the public on behalf of the County, to any Federal Law Enforcement Agency Personnel, Out-of-State Law Enforcement Personnel, or a Private Party Acting Under the Color of Law Enforcement Authority for the purpose of carrying out Law Enforcement Activities where the alleged criminal activity is a Protected Personal Characteristic and/or a Protected Personal Activity ("Facility Access"), except as expressly permitted pursuant to Section 967 of the San Diego County Code of Administrative Ordinances.

10.12.3 Notice of Facility Access. Contractor shall provide the COR with notice within two (2) hours of any Facility Access, as defined in Section 10.2.2.

10.12.4 Signage Requirements. Contractor shall display signage at each public entrance of the County Facility or facility where Contractor provides services to the public on behalf of the County, consistent with the requirements for signage to be posted at County Facilities as set forth in Section 970 of the San Diego County Code of Administrative Ordinances.

10.13 Use of Artificial Intelligence. Contractor shall comply with Board Policy A-140, Artificial Intelligence Board Policy. Without limiting the foregoing, Contractor shall disclose any artificial intelligence (AI) functionality (as defined in Board Policy) embedded in products or services provided under this Agreement and ensure that all AI systems are used in accordance with County standards for security, privacy, and ethical practices. Contractor shall implement human oversight for any AI-generated outputs to be used in the County's official capacity and maintain transparency by clearly attributing AI-generated content. Contractor shall support the retrieval and export of prompts, outputs, and training details upon County request. Contractor shall not use AI systems for prohibited purposes, including fully automated decisions without meaningful human oversight, covert tracking, social scoring, or behavioral manipulation. The County reserves the right to inspect AI system usage and require modifications or cessation of use if compliance risks are identified. Any changes to AI

functionality or features during the term of this Agreement shall be in compliance with this clause and be reported in writing to the Contracting Officer's Representative prior to implementation.

10.14 Board of Supervisors' Policies. Contractor represents that it is familiar with and shall use its best efforts to comply with the applicable policies of the Board of Supervisors, available on the County of San Diego website at https://www.sandiegocounty.gov/content/sdc/cob/policy.html.

ARTICLE 11
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

11.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

11.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.

11.2 Conduct of Contractor.

11.2.1 Contractor shall inform the County of all Contractor's interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.

11.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

11.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.

11.2.4 Neither Contractor, nor any member of its Workforce shall offer, directly or indirectly, any gift, gratuity, favor, entertainment, or other item(s) of monetary value that would be considered unlawful per federal, State or local regulations to an employee or official of the County.

11.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

11.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:

11.3.1 Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;

11.3.2 Profit-making firms or businesses in which employees described in sub-section 11.3.1 above, serve as officers, principals, partners, or major shareholders;

11.3.3 Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and

11.3.4 Profit-making firms or businesses, in which the former employees described in sub-section 11.3.3 above, serve as officers, principals, partners, or major shareholders.

11.4 Prohibited Subcontracts. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors.

11.5 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.

11.5.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.

11.6 Duplication of Payments. Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work except where expressly provided for in this Agreement and where no duplication of payment results.

ARTICLE 12
COMPLIANCE WITH LAWS AND REGULATIONS

12.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

12.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its Workforce to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

12.3 Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

12.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.sandiegocounty.gov).

12.5 Non-Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.

12.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service

or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.

12.7 American with Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.

12.8 County Fair Chance Ordinance. Contractor must comply with the San Diego County Fair Chance Ordinance (San Diego County Code of Regulatory Ordinances section 21.2701 et seq.) regardless of whether Contractor meets the statutory definition of an Employer under San Diego County Code of Regulatory Ordinances section 21.2702(i). Any violation by Contractor of the Fair Chance Ordinance shall constitute a material breach of this Agreement.

12.9 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.

12.10 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County (including sections 23.101, et seq. of the County Code of Regulatory Ordinances) and to assure that its Workforce complies before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.

12.11 Religious Activity Prohibited. There shall be no religious worship, instructions, or proselytization as part of or in connection with the performance of this Agreement.

12.12 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement

12.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

12.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees, and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.

12.15 Clean Air Act and Federal Water Pollution Control Act.

12.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.

12.16 Debarment, Exclusion, Suspension, and Ineligibility.

12.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor and members of its Workforce:

12.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency;

12.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

12.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above;

12.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body;

12.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency;

12.16.1.6 Do not have a judgment rendered against them by a body described in section 12.16.1.4 that is unsatisfied; and

12.16.1.7 Have not within a three (3) year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in section 12.16.1.4 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

12.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 12.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

12.17 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all members of its Workforce providing services under this Agreement. Contractor shall maintain verification of this training and shall retain verifications in accordance with the Agreement requirement for retention of records.

12.18 Reserved.

ARTICLE 13
COMPLIANCE WITH FEDERAL FUNDING REQUIREMENTS
(RESERVED)

ARTICLE 14
(RESERVED)

ARTICLE 15
MONITORING, AUDIT, AND INVESTIGATION

15.1 Monitoring, Audit, and Investigation.

15.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights:

15.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;

15.1.1.2 to conduct monitoring, audits, and investigations of documentation and data, and interviews of staff and participants involved with the services provided under this Agreement; and

15.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.

15.1.2 Contractor shall fully cooperate with all such monitoring, audits, or investigations.

15.1.3 Contractor shall make available to County, State or federal officials for examination, at any time during normal business hours and as often as County may deem necessary, all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from such records, and to make audits or reviews of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement

15.1.4 County shall perform such monitoring, audits, and investigations in a manner so as not to unduly interfere with Contractor's performance.

15.2 Federal or State Audit Disclosures. Contractor shall provide the following to the COR:

15.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.

15.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them.

15.2.3 a copy of Contractor's response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.

15.2.4 a copy of all responses made by a federal or State representative to a Contractor's audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.

15.2.5 Immediate notification to the County upon learning that any federal or State auditor may or will issue a finding that relates to any of the terms of this Agreement.

15.3 Investigation Disclosures. Except to the extent prohibited by an investigating government authority or applicable law or privilege, Contractor further agrees to immediately notify County if any Workforce member of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement, and Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County.

15.4 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor's performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to appeals under Article 8 "Disputes," or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.

15.4.1 Contractor shall maintain, and the records referred to in section 15.4 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.

15.5 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be required by the County to verify performance under this Agreement. County reserves the right to direct the format and data content requirements for such additional reports. The timely submission of reports is a necessary and material term and condition of this Agreement, and Contractor agrees that failure to do so will be sufficient cause to withhold payment. Upon request, Contractor shall submit to County a report detailing all work done pursuant to this Agreement by Contractor.

15.6 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County's request as often as County deems necessary, complete, and accurate data

documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.

15.7 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.

15.8 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

ARTICLE 16
RECOVERY OF FUNDS

Where Contractor is required to reimburse County under any provision of this Agreement, or where County is otherwise owed funds from Contractor, County may, at its sole discretion and subject to funding source restrictions and State and federal law: (1) withhold such amounts from any amounts due to Contractor pursuant to the payment terms of this Agreement, (2) withhold such amounts from any other amounts due to Contractor from County, and/or (3) require Contractor to make payment to County for the total amount due (or a lesser amount specified by County) within thirty (30) days of request by County. Notwithstanding the foregoing, County may allow Contractor to repay any such amounts owed in installments pursuant to a written repayment plan.

ARTICLE 17
INDEMNITY AND INSURANCE

17.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and its elected officials, officers, agents, employees, and volunteers (collectively "County Parties") against, any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges, or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission, or negligence of Contractor, its Workforce, or their licensees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error, or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including attorneys' fees and court costs) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any patent, copyright, moral right, trademark, trade secret, or other intellectual property right or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non-infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

17.2 Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to County pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 17.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 17.2 and Exhibit B.

ARTICLE 18
GENERAL PROVISIONS

18.1 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.

18.2 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.

18.3 Headings. The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.

18.4 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

18.5 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.

18.6 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18.7 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.

18.8 Non-Exclusivity. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.

18.9 Remedies Not Exclusive. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.

18.10 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

18.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.

18.12 Successors. Subject to the limitations set forth in sections 18.17 and 18.18 below, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

18.13 Time. Time is of the essence for each provision of this Agreement.

18.14 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.

18.15 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

18.16 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

18.17 Change of Control. Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor's assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation ("Change of Control") at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.

18.17.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.

18.18 Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor's assets during a Change of Control, provided that notice is given in accordance with section 18.17 above. Any purported assignment or delegation in violation of this section shall be null and void.

18.19 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 12.1, 17.1, 18.7, and 18.9, and Articles 3, 4, 7, 9, 15, and 16.

SIGNATURE PAGE

IN WITNESS WHEREOF, County and Contractor execute this Agreement effective as of the date of the last signature below. The person(s) signing this Agreement for Contractor represent(s) and warrant(s) that they are duly authorized to bind Contractor and have the legal capacity to execute and deliver this Agreement.

CONTRACTOR:

By:
Name:
Title:
Email:
Date:

COUNTY OF SAN DIEGO:

ALLEN HUNSBERGER, Director
Department of Purchasing and Contracting

By:
Name:
Title:
Date:

By electronically signing this document, all parties accept the use of electronic signatures.

EXHIBIT A - STATEMENT OF WORK

1.1. The County of San Diego (County), Department of Public Works, Watershed Protection Program (Watershed Program) is seeking a Contractor to provide residential education programs to increase awareness on issues related to stormwater pollution prevention and water conservation.

1.2. The goal is to drive behavior change that will protect the environment. The development and implementation of the residential education activities will assist the Watershed Program in meeting regulatory obligations cost-effectively and efficiently.

2. BACKGROUND:

2.1. The National Pollution Discharge Elimination System Order R9-2015-0001 (Permit No. CAS 0109266) requires the County to implement educational activities, public information activities, training measures and outreach activities with the intent to reduce pollutants associated with the application of pesticides, herbicides and fertilizers and other pollutants of concern in storm water discharges. Pollutants of concern are determined and prioritized by jurisdiction and/or watershed to address the highest priority water quality conditions identified in the Water Quality Improvement Plan. Currently, the highest priority pollutants are bacteria, nutrients, and trash, although they are subject to change with adaptive management of the permit.

3. GOALS:

3.1. Educate County of San Diego residents about the impacts their actions on private property can have on stormwater pollution.

3.2. Provide information on techniques and tools residents may use to make choices in their gardens and residential landscapes that support water conservation and a healthy environment.

3.3. Demonstrate those techniques through workshops and maximize, to the extent possible, links between workshops and demonstration exhibits, models, and sites.

3.4. Contractor shall provide ten public workshops (1-2 hours each) per fiscal year that engage a minimum of 200 participants per fiscal year.

3.5. Contractor shall provide marketing for workshops that should be targeted to unincorporated County residents.

4. CONTRACTOR REQUIREMENTS:

4.1. The Contractor shall be responsible for the performance of the work as described below, including the preparation of products and reports as specified.

4.2. Contractor shall provide all technical and administrative services needed for contract completion.

4.2.1. Review all work performed, coordinate budgeting and scheduling to assure that the project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws and regulations.

4.3. The Contractor shall identify and secure all required permits for project work.

4.3.1. No work that is subject to permitting may proceed under this contract until documents that satisfy the permitting process(es) are received by the County's Contracting Officer Representative (COR).

4.4. The Contractor shall ensure that the contract requirements are met through regular communication with the COR and submission of a final report summarizing the completed activities and workshop.

4.5. The Contractor shall notify the COR at least ten (10) business days prior to any public or media event publicizing the accomplishments and/or results of this contract and provide the opportunity for attendance and participation by County representatives.

4.5.1. When a media outlet does not provide ten (10) days' advance notice, Contractor shall notify the County as soon as possible after a request has been made.

5. EDUCATIONAL WORKSHOPS:

5.1. The Contractor shall host educational workshops that are held on-site at a location in the unincorporated County of San Diego.

5.2. The contractor will select an appropriately sized and well-equipped classroom with audio-visual equipment that can accommodate a minimum of 20 and a maximum of 60 participants in a classroom-style seating arrangement.

5.2.1. Contractor shall provide clear directions to the workshop facility, and there shall be signs in the parking lot for easy access to the classroom

5.2.2. The Contractor shall ensure class resources are provided to the participants.

5.3. The Contractor shall find locations for workshops that can accommodate indoor and outdoor teaching opportunities during and after the scheduled workshop class time.

5.4. The Contractor shall be responsible for booking the facility, paying for any rental fees, submitting any furniture layouts and insurance certificates that may be needed proposed classroom locations must accommodate the outdoor teaching experience for the participants that include but are not limited to models or examples of best management practices to limit irrigation runoff, hillside planting to prevent erosion, planting and growing to conserve water, and other outdoor teaching experiences that complement the indoor workshop class themes. The contractor will have a backup option to conduct the workshops virtually for any situation that prevents an on-site presentation.

5.4.1. The County may request a virtual workshop if deemed necessary by the COR.

5.5. The Contractor shall reach a minimum of 200 residents in attendance for the 10 workshops.

5.6. The Contractor shall select qualified instructors who are knowledgeable about stormwater pollution prevention and water conservation in the unincorporated areas of the County.

5.7. The Contractor shall ensure instructors have a minimum of 5 years of experience teaching the topics publicly. The instructors will be able to convey the concepts of preventing irrigation runoff, erosion control, and planting and growing to conserve water effectively and professionally, so that participants can understand these important concepts.

5.8. Ten workshops will be completed annually, with the following general topics. They may be marketed or developed with different titles. Workshops can be offered in any order, and the curriculum should be discussed with COR in advance.

5.8.1. Workshop #1: Irrigation 101
5.8.2. Workshop #2: Irrigation 102 (Advanced Smart Controllers, Conversion to Drip Irrigation)
5.8.3. Workshop #3: Hillside Planting 101
5.8.4. Workshop #4: Hillside Planting 102 (Advanced Erosion Control)
5.8.5. Workshop #5: Water Planting & Growing Soil 101
5.8.6. Workshop #6: Water Planting & Growing Soil 102
5.8.7. Workshop #7: How to Hire a Landscaper 101
5.8.8. Workshop #8: How to Hire a Landscaper 102
5.8.9. Workshop #9: Specialty “How To?” Tour 1
5.8.10. Workshop #10: Specialty “How To?” Tour 2

5.9. The Contractor shall provide entry to all workshop participants where the workshop demonstration exhibits, models, and sites are held. These workshops are designed to focus on real-world experience, and it’s important to the County that residents have access to the exhibits, models, and sites.

5.10. The Contractor shall distribute lists of any upcoming County-sponsored events and/or links to active rebate programs as part of the materials that go out to workshop participants when requested (Cross-promotion of County-Sponsored Workshops and Rebate Programs).

5.11. The Contractor shall develop additional workshops as needed, and there may be a need to refine and redevelop workshops throughout the duration of the contract in response to changing permit requirements or high-priority pollutants as a result of adaptive management in the Water Quality Improvement Plans (WQIPs).

5.12. The Contractor shall provide educational and subject matter experts to help support the development of new curriculum and refinement, as needed, of existing curriculum (Workshop Development, Materials, and Support).

6. INCENTIVE MATERIALS:

6.1. New classes may offer opportunities to distribute materials to participating workshop students, such as straw wattles, seeds, or other materials, with the approval of the COR.

6.2. The Contractor shall provide administrative support for the receipt, storage, inventory tracking, and distribution of materials to workshop participants who are eligible for County rebates and incentives.

6.3. The Contractor shall provide materials and arrange for the delivery of any materials to be distributed. Only County residents in unincorporated areas are eligible to receive incentive items, and the Contractor would take responsibility to distribute items to eligible workshop participants only.

7. EXHIBITION SUPPORT:

7.1. There may be opportunities for the Contractor to augment or expand exhibits in such a way as to both further their mission of inspiring positive change in the living environment through the conservation of water and other natural resources and the County's educational goals.

7.2. The County may authorize funds for exhibition upgrades that further the educational mission of the County. Funds availability is at the discretion of the County.

7.3. If requested by the COR, the Contractor shall submit a project plan with a detailed cost estimate and summary of the educational outcome that the upgrade will achieve. The project plan should include references to how the exhibition upgrade will be able to deepen the impact of a specific workshop's goals and foster a better understanding of how private property owners can implement stormwater best practices on their own land. The project plan must be signed in advance of any work initiation by the County.

7.4. Any exhibition upgrades that are funded in part by the County should be documented with before and after pictures, and these photos will be submitted to the County. Any materials and photos of exhibition upgrades may be used in the County's Annual Reports or other County materials, with proper credit given to the Contractor.

8. REPORTING:

8.1. The Contractor shall submit a quarterly workshop report by the 15th of the month after the quarterly workshops have been completed that details, at a minimum, the following information (Workshop Reports).

8.1.1. Workshop content summary (1-2 paragraphs)
8.1.2. Number of registrants (count 24 hours prior to workshop)
8.1.3. Number of participants (total who attend any portion of the workshop)
8.1.4. Number of participants that completed the entire workshop (count at the end)
8.1.5. A survey of the participants after each workshop
8.1.6. Suggestions for future refinements or enhancements to the workshop, if any.
8.1.7. At least 1 photo or screenshot of the workshop in progress
8.1.8. A collection of all educational documents or links provided before, during, or after the workshop to participants
8.1.9. A short summary of promotional strategy (Two to three sentences documenting publications or groups reached, and/or copies of any marketing materials developed associated with the workshop)
8.1.10. A spreadsheet inventory that tracks all promotional materials received by the Contractor, and all disbursements of promotional materials

8.2. At the end of each fiscal year, Contractor shall submit an end-of-year report with the following:

8.2.1. A short memo detailing the workshop titles, dates, and the total number of participants by workshop.
8.2.2. The report should include information about any additional work completed in the fiscal year, such as new workshops developed or refined, or any exhibition upgrades if completed.

9. INVOICING:

9.1. Invoices shall be submitted quarterly after the completion of workshops or as needed for other tasks.

9.2. Invoices shall comply with all County requirements, including:

9.2.1. Printed name of the Contractor,
9.2.2. Business address,
9.2.3. Date of invoice,

9.2.4. Date of services,
9.2.5. Contract number,
9.2.6. Itemized list of the work being billed.

9.3. After the quarterly workshops have been completed, the contractor shall e-mail submit all invoices, along with the workshop reports to the COR by the 15th of the month.

9.4. All Invoices must be itemized based on Exhibit C and should be easily recognizable.

9.5. The Contractor shall not include additional charges that are not specified within Exhibit C or the agreement of this contract.

9.6. The Contractor shall provide documentation necessary to justify pricing adjustments as specified within the contract agreement.

9.7. The Contractor shall provide documentation of changes along with calculations to justify invoice pricing.

9.8. Requests for correction can be made by the COR and CORs listed associates when invoiced line items do not accurately reflect goods listed in Exhibit C. The Contractor is to re-submit a corrected invoice within 2 business days or the Contractor may reply with an e-mail stating the following:

9.8.1. Invoice# in question
9.8.2. Corrected totals for each line item
9.8.3. Correct documentation to justify pricing
9.8.4. Correct taxes
9.8.5. New Grand total for the Invoice# in question
9.8.6. COR must approve of the new emailed total.

9.9. Payments are NET 30.

10. COUNTY HOLIDAYS:

10.1. No work will be performed on County Holidays unless specifically requested by the COR

10.2. Examples of County Holidays are listed below:

10.2.1. Independence Day
10.2.2. Labor Day
10.2.3. Veterans Day
10.2.4. Thanksgiving Day
10.2.5. Day after Thanksgiving
10.2.6. Christmas Day
10.2.7. New Year’s Day
10.2.8. Martin Luther King Jr. Day
10.2.9. President’s Day
10.2.10. Farmworker Day
10.2.11. Memorial Day
10.2.12. Juneteenth

EXHIBIT B – INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

A. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit ($4,000,000).

B. **Automobile Liability** covering all owned, non owned, hired auto Insurance Services Office form CA0001, with limit no less than $1,000,000 each accident for bodily injury and property damage.

C. **Workers' Compensation**, as required by State of California and Employer's Liability Insurance, with limits no less than $1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

D. **Professional Liability (Errors & Omissions)** appropriate to the professional services provided by Contractor under this contract, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

2. Self-Insured Retentions

Self-insured retentions must be declared to and approved County Risk Management. County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

3. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement
For any claims related to this Contract, Contractor's insurance coverage, including any excess liability policies, shall be primary and non-contributory at least as broad as ISO CG 20 01 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation
Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

General Provisions

4. Qualifying Insurers
All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

5. Umbrella or Excess Policy
Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

6. Evidence of Insurance
Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance. The Contract/Project Number should be noted in the "Description of Operations" box located near the bottom of the form. Additionally, the "Certificate Holder" box should designate the address of the responsible department or department representative to ensure the documents are received by the appropriate party.

7. Failure to Obtain or Maintain Insurance; County's Remedies
Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations
The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).

B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

C. If insurance is terminated for any reason, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

EXHIBIT C- PAYMENT SCHEDULE

Initial Year:

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1.	Workshops (To include venue)	10	Each	$ 2,600.00	$26,000.00
2.	Workshop Development	40	Hours	$ 120.00	$4,800.00
3.	Workshop Outreach (Includes events)	1	Each	$100.00	$1,000.00
4.	Materials (Incentives & Outreach Material Per Workshop)	1	Each	$1,000.00	$10,000.00
5.	As-Needed Services for Exhibition Support	1	Hourly	$5,000.00	$5,000.00
6.	Additional Workshop (includes development and additional outreach material for new courses)	1	Each	$75.00	$750.00
				Total for Initial Year:	$47,550

Option Year One (1):

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1.	Workshops (To include venue)	10	Each	$2,600.00	$26,000.00
2.	Workshop Development	40	Hours	$130.00	$5,200.00
3.	Workshop Outreach (Includes events)	1	Each	$100.00	$1,000.00
4.	Materials (Incentives & Outreach Material Per Workshop)	1	Each	$1,000.00	$10,000.00
5.	As-Needed Services for Exhibition Support	1	Hourly	$5,000.00	$5,000.00
6.	Additional Workshop (includes development and additional outreach material for new courses)	1	Each	$75.00	$750.00
				Total for Option Year One (1):	$ 47,950.00

Option Year Two (2):

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1.	Workshops (To include venue)	10	Each	$ 2,600.00	$26,000.00
2.	Workshop Development	40	Hours	$ 140.00	$ 5,600.00
3.	Workshop Outreach (Includes events)	1	Each	$ 100.00	$ 1,000.00
4.	Materials (Incentives & Outreach Material Per Workshop)	1	Each	$1,000.00	$ 10,000.00
5.	As-Needed Services for Exhibition Support	1	Hourly	$5,000.00	$5,000.00
6.	Additional Workshop (includes development and additional outreach material for new courses)	1	Each	$90.00	$900.00
				Total for Option Year Two (2):	$48,500.00

Option Year Three (3):

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1.	Workshops (To include venue)	10	Each	$2,600.00	$26,000.00
2.	Workshop Development	40	Hours	$150.00	$6,000.00
3.	Workshop Outreach (Includes events)	1	Each	$100.00	$1,000.00
4.	Materials (Incentives & Outreach Material Per Workshop)	1	Each	$ 1,000.00	$10,000.00
5.	As-Needed Services for Exhibition Support	1	Hourly	$5,000.00	$5,000.00
6.	Additional Workshop (includes development and additional outreach material for new courses)	1	Each	$90.00	$900.00
				Total for Option Year Three (3):	$48,900.00

Option Year Four (4):

ITEM NO.	DESCRIPTION	EST. QUANT.	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1.	Workshops (To include venue)	10	Each	$2,600.00	$26,000.00
2.	Workshop Development	40	Hours	$160.00	$6,400.00
3.	Workshop Outreach (Includes events)	1	Each	$100.00	$1,000.00
4.	Materials (Incentives & Outreach Material Per Workshop)	1	Each	$1,000.00	$10,000.00
5.	As-Needed Services for Exhibition Support	1	Hourly	$5,000.00	$5,000.00
6.	Additional Workshop (includes development and additional outreach material for new courses)	1	Each	$90.00	$900.00
				Total for Option Year Four (4):	$49,300.00