

# CHINO BASIN WATERMASTER



## NOTICE OF MEETING

**Thursday, June 27, 2019**

11:00 a.m. – Watermaster Board Meeting

*AT THE CHINO BASIN WATERMASTER OFFICES  
9641 San Bernardino Road  
Rancho Cucamonga, CA 91730  
(909) 484-3888*

# **CHINO BASIN WATERMASTER**

**Thursday, June 27, 2019**

11:00 a.m. – Watermaster Board Meeting

***AGENDA***

**CHINO BASIN WATERMASTER  
WATERMASTER BOARD MEETING**

11:00 a.m. – June 27, 2019

**WITH**

*Mr. Jeff Pierson – Chair  
Mr. Darron Poulsen – Vice-Chair*

**At The Offices Of  
Chino Basin Watermaster  
9641 San Bernardino Road  
Rancho Cucamonga, CA 91730**

**AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

**AGENDA - ADDITIONS/REORDER**

**I. CONSENT CALENDAR**

**Note: All matters listed under the Consent Calendar are considered to be routine and non-controversial and will be acted upon by one motion in the form listed below. There will be no separate discussion on these items prior to voting unless any members, staff, or the public requests specific items be discussed and/or removed from the Consent Calendar for separate action.**

**A. MINUTES**

Approve as presented:

1. Minutes of the Watermaster Board Meeting held May 23, 2019 (*Page 1*)

**B. FINANCIAL REPORTS**

Receive and file as presented:

1. Cash Disbursements for the month of April 2019 (*Page 5*)
2. Watermaster VISA Check Detail for the month of April 2019 (*Page 17*)
3. Combining Schedule for the Period July 1, 2018 through April 30, 2019 (*Page 21*)
4. Treasurer's Report of Financial Affairs for the Period April 1, 2019 through April 30, 2019 (*Page 25*)
5. Budget vs. Actual Report for the Period July 1, 2018 through April 30, 2019 (*Page 29*)

**C. WATER TRANSACTIONS (*Page 55*)**

Approve the proposed transaction:

The purchase of 7,500.000 acre-feet of water from the Cucamonga Valley Water District to Fontana Water Company. This purchase is made from Cucamonga Valley Water District's Annual Production Right/Operating Safe Yield first, then any additional from Excess Carryover.

**D. PROFESSIONAL PUBLIC OUTREACH SERVICES CONTRACT BETWEEN RAUCH COMMUNICATION CONSULTANTS, INC. AND CHINO BASIN WATERMASTER (*Page 63*)**

Approve and authorize the General Manager to execute the contract on behalf of Watermaster.

**E. PROFESSIONAL SERVICES AGREEMENT BETWEEN APPLIED COMPUTER TECHNOLOGIES AND CHINO BASIN WATERMASTER (Page 81)**

Approve and authorize the General Manager to execute the contract on behalf of Watermaster.

**F. FISCAL YEAR 2019/20 PAY SCHEDULE (Page 101)**

Adopt the FY 2019/20 Pay Schedule.

**II. BUSINESS ITEMS**

**A. 2018 PRADO BASIN HABITAT SUSTAINABILITY COMMITTEE ANNUAL REPORT (Page 105)**

Receive and file.

**B. GENERAL MANAGER EMPLOYMENT CONTRACT AMENDMENT #5 (Page 113)**

None. Public Board discussion, deliberation, and possible action on proposed employment agreement amendment.

**III. REPORTS/UPDATES**

**A. LEGAL COUNSEL REPORT**

1. June 7, 2019 Hearing
2. Rules and Regulations 2019 Update

**B. ENGINEER REPORT**

1. State of the Basin Report – Water Quality
2. Pomona Extensometer Update

**C. CFO REPORT**

1. Upcoming FY 2018/19 Budget Amendment

**D. GM REPORT**

1. Status Report: OBMP Update
2. Status Report: Storage Management Plan
3. Status Report: Revised Assessment Package Process
4. 2020 Safe Yield Reset
5. Ely 3 Basin
6. August Meeting Schedule
7. Other

**IV. INFORMATION**

1. Cash Disbursements for May 2019 (Page 139)

**V. BOARD MEMBER COMMENTS**

**VI. OTHER BUSINESS**

**VII. CONFIDENTIAL SESSION - POSSIBLE ACTION**

Pursuant to Article 2.6 of the Watermaster Rules & Regulations, a Confidential Session may be held during the Watermaster Board meeting for the purpose of discussion and possible action.

1. General Manager Performance Evaluation

**VIII. FUTURE MEETINGS AT WATERMASTER**

6/27/19	Thu	10:00 a.m.	Joint IEUA/CBWM Board Meeting
6/27/19	Thu	11:00 a.m.	Watermaster Board
7/11/19	Thu	9:00 a.m.	Appropriative Pool
7/11/19	Thu	11:00 a.m.	Non-Agricultural Pool

7/11/19	Thu	1:30 p.m.	Agricultural Pool
7/18/19	Thu	8:00 a.m.	Appropriative Pool Strategic Planning (Confidential Session Only)
7/18/19	Thu	9:00 a.m.	Advisory Committee
7/18/19	Thu	9:30 a.m.	Recharge Investigations and Projects Committee (RIPCom)
7/18/19	Thu	10:30 a.m.	Storage Management Plan – Workshop #2
7/25/19	Thu	11:00 a.m.	Watermaster Board
7/31/19	Wed	9:30 a.m.	OBMP Update – Listening Session 5

**ADJOURNMENT**

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# **CHINO BASIN WATERMASTER**

## **I. CONSENT CALENDAR**

### **A. MINUTES**

1. Watermaster Board Meeting held on May 23, 2019

**DRAFT MINUTES**  
**CHINO BASIN WATERMASTER**  
**WATERMASTER BOARD MEETING**

May 23, 2019

The Watermaster Board meeting was held at the offices of the Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA on May 23, 2019.

**WATERMASTER BOARD MEMBERS PRESENT**

Jeff Pierson, Chair  
Darron Poulsen, Vice-Chair  
Bob Kuhn, Secretary/Treasurer  
Brian Geye for Bob Bowcock  
Eunice Ulloa  
Paul Hofer  
Steve Elie  
Gino Filippi  
Robert Stockton for Don Galleano

Agricultural Pool – Crops  
City of Pomona  
Three Valleys Municipal Water District  
California Speedway Corporation  
City of Chino  
Agricultural Pool – Crops  
Inland Empire Utilities Agency  
Appropriative Pool – Minor Representative  
Western Municipal Water District

**WATERMASTER BOARD MEMBERS ABSENT**

Bob Bowcock  
Don Galleano

CalMat Co.  
Western Municipal Water District

**WATERMASTER STAFF PRESENT**

Peter Kavounas  
Joseph Joswiak  
Edgar Tellez Foster  
Anna Nelson  
Justin Nakano

General Manager  
Chief Financial Officer  
Senior Environmental Engineer  
Executive Services Director/Board Clerk  
Water Resources Senior Associate

**WATERMASTER CONSULTANTS PRESENT**

Scott Slater  
Andy Malone

Brownstein Hyatt Farber Schreck, LLP  
Wildermuth Environmental, Inc.

**OTHERS PRESENT**

Teri Layton  
John Bosler  
Shivaji Deshmukh  
Ron Craig  
Bob Feenstra  
Van Jew  
Amanda Coker  
Steve Corrington  
David De Jesus  
Chris Berch  
Manny Martinez  
Art Kidman  
Betty Anderson  
Praseetha Krishnan  
Nadia Loukeh  
Victor Preciado  
Dave Crosley

San Antonio Water Company  
Cucamonga Valley Water District  
Inland Empire Utilities Agency  
City of Chino Hills  
Agricultural Pool – Dairy  
Monte Vista Water District  
City of Chino  
MIH Water Treatment, Inc.  
Three Valleys Municipal Water District  
Inland Empire Utilities Agency  
Monte Vista Water District  
Kidman Gagen Law, LLP  
Jurupa Community Services District  
Cucamonga Valley Water District  
West Valley Water District  
City of Pomona  
City of Chino

**CALL TO ORDER**

Chair Pierson called the Watermaster Board meeting to order at 11:00 a.m.



**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

None

**AGENDA – ADDITIONS/REORDER**

None

**I. CONSENT CALENDAR**

**A. MINUTES**

Approve as presented:

1. Minutes of the Watermaster Board Meeting held April 25, 2019

**B. FINANCIAL REPORTS**

Receive and file as presented:

1. Cash Disbursements for the month of March 2019
2. Watermaster VISA Check Detail for the month of March 2019
3. Combining Schedule for the Period July 1, 2018 through March 31, 2019
4. Treasurer's Report of Financial Affairs for the Period March 1, 2019 through March 31, 2019
5. Budget vs. Actual Report for the Period July 1, 2018 through March 31, 2019

**C. WATER TRANSACTIONS**

Approve the proposed transaction:

The purchase of 3,800.000 acre-feet of water from the City of Pomona by Cucamonga Valley Water District. This purchase is made from the City of Pomona's Excess Carryover Account. Date of application: March 25, 2019.

(0:01:25)

*Motion by Ms. Eunice Ulloa seconded by Mr. Bob Kuhn, and by unanimous vote.*

***Moved to approve the Consent Calendar as presented.***

**II. BUSINESS ITEMS**

**A. WATERMASTER FISCAL YEAR 2019/20 PROPOSED BUDGET**

Adopt the proposed FY 2019/20 budget as presented.

(0:02:04) Mr. Joswiak gave a presentation.

(0:05:46)

*Motion by Mr. Steve Elie seconded by Mr. Paul Hofer, and by unanimous vote.*

***Moved to approve Business Item II.A. as presented.***

(0:06:04) Mr. Elie commended and congratulated Watermaster staff for a smooth budget process. Chair Pierson echoed commendations, and a discussion ensued.

**B. WILDERMUTH ENVIRONMENTAL, INC. CONTRACT**

Approve the proposed contract and authorize the General Manager to execute on behalf of Watermaster subject to any necessary non-substantive changes.

(0:07:27) Mr. Kavounas gave report. A discussion ensued.

(0:11:20)

*Motion by Vice-Chair Darron Poulsen seconded by Mr. Bob Kuhn, and by unanimous vote.*

***Moved to approve Business Item II.B. as presented.***

(0:11:34) Mr. Malone thanked the Watermaster Board on behalf of Wildermuth Environmental, Inc. for supporting the contract.

**III. REPORTS/UPDATES**

**A. LEGAL COUNSEL REPORT**

1. Watermaster Rules and Regulations Update Process
2. June 7, 2019 Hearing

(0:12:46) Mr. Slater gave report and suggested there are additional areas of the Rules and Regulations that can be updated as a matter of housekeeping, referring to provisions that have become obsolete due to the passage of time. A discussion ensued and the Board asked for the additional clean-up at a time that makes sense, as well as a built-in periodic review of the Rules and Regulations in the future.

**B. ENGINEER REPORT**

1. Pomona Extensometer Update
2. Prado Basin Habitat Sustainability Committee Annual Report
3. State of the Basin – Presentation on Water Levels and Storage

(0:20:45) Mr. Malone gave report on Items III.B.1. – III.B.2. and a presentation on Item III.B.3. A discussion ensued.

**C. CFO REPORT**

1. Exhibit "G" Water Payments

(0:32:51) Mr. Joswiak gave a report.

**D. GM REPORT**

1. OBMP Update Status
2. Prior Assessment Package True-Up Process
3. Ely 3 Basin
4. Water Quality Colloquium
5. ACWA Excellence in Water Leadership Award
6. RMPU Funding Update
7. Storage Management Plan
8. Other

(0:34:31) Mr. Kavounas prefaced Item III.D.1. and introduced Mr. Tellez Foster to give a report.

(0:39:42) Mr. Kavounas gave a report on Items III.D.2. – III.D.5.

(0:41:33) Mr. Filippi commended Watermaster and Wildermuth Environmental on a successful Water Quality Colloquium. Chair Pierson echoed the commendation.

(0:43:21) Mr. Berch gave a report on Item III.D.6.

(0:45:53) Mr. Kavounas congratulated Mr. Berch for his efforts which lead to successfully receiving funding for the RMPU projects and for his new position as Jurupa Community Services District's General Manager. Mr. Feenstra, Chair Pierson and Mr. Elie echoed appreciation for the RMPU funding success.

(0:50:10) Mr. Kavounas gave a report on Item III.D.7. and announced that there is an article regarding the BIA in Board member folders. A discussion ensued.

**IV. INFORMATION**

1. Cash Disbursements for April 2019

**V. BOARD MEMBER COMMENTS**

None

**VI. OTHER BUSINESS**

None

**VII. CONFIDENTIAL SESSION - POSSIBLE ACTION**

Chair Pierson called for a confidential session at 11:52 a.m. to discuss the General Manager Performance Evaluation. Mr. Slater announced that confidential session concluded at 12:36 p.m. with no reportable action.

**ADJOURNMENT**

Chair Pierson adjourned the Watermaster Board at 12:37 p.m.

Secretary: \_\_\_\_\_

Approved: \_\_\_\_\_

# **CHINO BASIN WATERMASTER**

## **I. CONSENT CALENDAR**

### **B. FINANCIAL REPORTS**

1. Cash Disbursements for the month of April 2019
2. Watermaster VISA Check Detail for the month of April 2019
3. Combining Schedule for the Period July 1, 2018 through April 30, 2019
4. Treasurer's Report of Financial Affairs for the Period April 1, 2019 through April 30, 2019
5. Budget vs. Actual Report for the Period July 1, 2018 through April 30, 2019



# CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730  
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

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PETER KAVOUNAS, P.E.  
General Manager

## STAFF REPORT

DATE: June 27, 2019  
TO: Board Members  
SUBJECT: Cash Disbursement Report - Financial Report B1 (April 30, 2019)

### SUMMARY

Issue: Record of Cash Disbursements for the month of April 2019.

Recommendation: Receive and file Cash Disbursements for April 2019 as presented.

Financial Impact: Funds disbursed were included in the FY 2018/19 "Amended" Watermaster Budget.

### Future Consideration

Watermaster Board – June 27, 2019: Receive and File (Normal Course of Business)

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### ACTIONS:

Agricultural Pool – June 12, 2019: Received and filed

Appropriative Pool – June 13, 2019: Received and filed

Non-Agricultural Pool – June 13, 2019: Moved unanimously to receive and file, without approval

Advisory Committee – June 20, 2019: Received and filed

Watermaster Board – June 27, 2019:

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court,  
and to develop and implement an Optimum Basin Management Program*

## BACKGROUND

A monthly cash disbursement report is provided to keep all members apprised of Watermaster expenditures.

## DISCUSSION

Total cash disbursements during the month of April 2019 were \$629,673.34.

The most significant expenditures during the month were to Wildermuth Environmental, Inc. in the amount of \$288,013.12 (check number 21442 dated April 29, 2019; and Brownstein Hyatt Farber Schreck in the amount of \$103,519.21 (check number 21404 dated April 5, 2019).

## ATTACHMENTS

1. Financial Report - B1

CHINO BASIN WATERMASTER  
Cash Disbursements For The Month of  
April 2019

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	04/01/2019	21392	CENTURYLINK	78927019	1012 · Bank of America Gen'l Ckg	
Bill	03/22/2019	78927019		3/17/19-4/16/19	6053 · Internet Expense	1,062.60
TOTAL						1,062.60
Bill Pmt -Check	04/01/2019	21393	CUCAMONGA VALLEY WATER DISTRICT		1012 · Bank of America Gen'l Ckg	
Bill	03/21/2019			Office lease due April 1, 2019	1422 · Prepaid Rent	6,866.54
TOTAL						6,866.54
Bill Pmt -Check	04/01/2019	21394	FRONTIER COMMUNICATIONS	909-484-3890-050914-5	1012 · Bank of America Gen'l Ckg	
Bill	03/22/2019	90948438900509145		Office fax	6022 · Telephone	155.44
TOTAL						155.44
Bill Pmt -Check	04/01/2019	21395	GREAT AMERICA LEASING CORP.	24447303	1012 · Bank of America Gen'l Ckg	
Bill	03/21/2019	24447303		Invoice for March 2019	6043.1 · Ricoh Lease Fee	2,661.62
TOTAL						2,661.62
Bill Pmt -Check	04/01/2019	21396	IN-SITU, INC.	20111249	1012 · Bank of America Gen'l Ckg	
Bill	03/01/2019	20111249		20111249	7104.6 · Grdwtr Level-Supplies	29,721.21
TOTAL						29,721.21
Bill Pmt -Check	04/01/2019	21397	PIERSON, JEFFREY	Board and Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	02/01/2019	2/01 Board CC		2/01/19 Court hearing update conference call	6311 · Board Member Compensation	125.00
Bill	02/14/2019	2/14 Ag Pool Mtg		2/14/19 Ag Pool meeting	8411 · Ag Pool Member Compensation	25.00
				2/14/19 Ag Pool meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	02/20/2019	2/20 Board CC		2/20/19 Court hearing update conference call	6311 · Board Member Compensation	125.00
Bill	02/21/2019	2/21 Ag Pool Legal		2/21/19 Ag Pool Legal conference call	8411 · Ag Pool Member Compensation	25.00
				2/21/19 Ag Pool Legal conference call	8470 · Ag Meeting Attend -Special	100.00
Bill	02/26/2019	2/26 Board Agenda CC		2/26/19 Board Agenda call	6311 · Board Member Compensation	125.00
Bill	02/27/2019	2/27 Personnel Comm		2/27/19 Personnel Committee meeting	6311 · Board Member Compensation	125.00
Bill	02/28/2019	2/28 Board Mtg		2/28/19 Board meeting	6311 · Board Member Compensation	125.00
TOTAL						875.00
Bill Pmt -Check	04/01/2019	21398	STANDARD INSURANCE CO.	Policy # 00-649299-0009	1012 · Bank of America Gen'l Ckg	
Bill	03/22/2019	006492990009		Policy # 00-649299-0009	60191 · Life & Disab.Ins Benefits	857.37
TOTAL						857.37
Bill Pmt -Check	04/01/2019	21399	STAULA, MARY L	Retiree Medical	1012 · Bank of America Gen'l Ckg	
Bill	04/01/2019			Retiree Medical	60182.4 · Retiree Medical	25.87
TOTAL						25.87

CHINO BASIN WATERMASTER  
Cash Disbursements For The Month of  
April 2019

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	04/01/2019	21400	VERIZON WIRELESS	9826072939	1012 · Bank of America Gen'l Ckg	
Bill	03/22/2019	9826072939		Acct #642073270-00001	7103.7 · Grdwtr Qual-Computer Svc	100.08
TOTAL						100.08
Bill Pmt -Check	04/04/2019	ACH 040419	CALPERS	1394905143	1012 · Bank of America Gen'l Ckg	
Bill	03/14/2019	1394905143		April 2019	60182.1 · Medical Insurance	8,907.70
TOTAL						8,907.70
General Journal	04/05/2019	19/04/02	ADP, LLC	ADP Payroll Service for 03/23/19	1012 · Bank of America Gen'l Ckg	
				ADP Payroll Service for 03/23/19	1012 · Bank of America Gen'l Ckg	155.50
TOTAL						155.50
Bill Pmt -Check	04/05/2019	21401	ACCENT COMPUTER SOLUTIONS, INC.	127084	1012 · Bank of America Gen'l Ckg	
Bill	04/02/2019			Monthly service - April 2019	6052.4 · IT Managed Services	3,680.00
				Overwatch - April 2019	6052.5 · IT Data Backup/Storage	699.00
				OmniCloud - April 2019	6052.5 · IT Data Backup/Storage	117.00
				Office 365 subscriptions - April 2019	6052.4 · IT Managed Services	99.60
				Image Office Storage (per GB, per month)	6052.5 · IT Data Backup/Storage	809.45
TOTAL						5,405.05
Bill Pmt -Check	04/05/2019	21402	APPLIED COMPUTER TECHNOLOGIES	3035	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2019	3035		Database Consulting Services - March 2019	6052.2 · Applied Computer Technol	3,449.60
TOTAL						3,449.60
Bill Pmt -Check	04/05/2019	21403	BOWCOCK, ROBERT	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/21/2019	3/21 OBMP LS3		3/21/19 OBMP Listening Session 3	6311 · Board Member Compensation	125.00
Bill	03/28/2019	3/28 Board Mtg		3/28/19 Board Mtg	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	04/05/2019	21404	BROWNSTEIN HYATT FARBER SCHRECK		1012 · Bank of America Gen'l Ckg	
Bill	02/28/2019	753818		753818	6078 · BHFS Legal - Miscellaneous	28,853.10
				Angelica BK	6078 · BHFS Legal - Miscellaneous	53.10
				ELY 3 Basin/Kaiser	6078 · BHFS Legal - Miscellaneous	1,680.75
				Mileage/Parking Expense	8375 · BHFS Legal - Appropriative Pool	13.05
				Mileage/Parking Expense	8475 · BHFS Legal - Agricultural Pool	13.05
				Mileage/Parking Expense	8575 · BHFS Legal - Non-Ag Pool	13.04
				Mileage/Parking Expense	6078 · BHFS Legal - Miscellaneous	86.93
Bill	02/28/2019	753819		457(f) Plan Regulations	6073 · BHFS Legal - Personnel Matters	7,634.25
Bill	02/28/2019	753820		753820	6907.34 · Santa Ana River Water Rights	400.95
Bill	02/28/2019	753821		753821	6275 · BHFS Legal - Advisory Committee	344.25

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**CHINO BASIN WATERMASTER**  
**Cash Disbursements For The Month of**  
**April 2019**

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	02/28/2019	753822			6375 · BHFS Legal - Board Meeting	5,917.05
Bill	02/28/2019	753823			8375 · BHFS Legal - Appropriative Pool	1,336.50
Bill	02/28/2019	753824			8475 · BHFS Legal - Agricultural Pool	1,158.30
Bill	02/28/2019	753825			8575 · BHFS Legal - Non-Ag Pool	1,158.30
Bill	02/28/2019	753826			6071 · BHFS Legal - Court Coordination	1,654.20
				Delivery/Ground Transporation	6071 · BHFS Legal - Court Coordination	150.00
				Delivery/Ground Transporation	6071 · BHFS Legal - Court Coordination	150.00
Bill	02/28/2019	753827			6077 · BHFS Legal - Party Status Maint	1,207.80
Bill	02/28/2019	753828			6907.39 · Recharge Master Plan	490.05
Bill	02/28/2019	753829			6907.41 · Prado Basin Habitat Sustain	490.05
Bill	02/28/2019	753830			6907.42 · Initial Safe Yield Recalc	41,702.85
				Delivery/Ground Transporation	6907.42 · Initial Safe Yield Recalc	150.00
				Mileage/Parking Expense	6907.42 · Initial Safe Yield Recalc	120.11
				Delivery/Ground Transporation	6907.42 · Initial Safe Yield Recalc	150.00
				Delivery/Ground Transporation	6907.42 · Initial Safe Yield Recalc	150.00
Bill	02/28/2019	753831			6907.44 · SGMA Compliance	1,069.20
Bill	02/28/2019	753832			6907.45 · OBMP Update	7,294.05
				Mileage/Parking Expense	6907.45 · OBMP Update	78.28
TOTAL						103,519.21
<b>9</b>						
Bill Pmt -Check	04/05/2019	21405	CD CATERING & EVENT SERVICES	8477	1012 · Bank of America Gen'l Ckg	
Bill	03/28/2019	8477		Lunch for 3/28/19 Watermaster Board meeting	6312 · Meeting Expenses	600.69
TOTAL						600.69
Bill Pmt -Check	04/05/2019	21406	CITY OF POMONA	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/14/2019	3/14 Appro Pool Mtg		Poulsen-3/14/19 Appropriative Pool meeting	6311 · Board Member Compensation	125.00
Bill	03/27/2019	3/27 Assessment Pkg		Poulsen-3/27/19 Assessment Package Review	6311 · Board Member Compensation	125.00
Bill	03/28/2019	3/28 Board Meeting		Poulsen-3/28/19 Board meeting	6311 · Board Member Compensation	125.00
TOTAL						375.00
Bill Pmt -Check	04/05/2019	21407	DE BOOM, NATHAN	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2019	3/14 Ag Pool Mtg		3/14/19 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				3/14/19 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	04/05/2019	21408	JOHN J. SCHATZ	Appropriative Pool Legal Services	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2019			Appropriative Pool Legal Services-Februay 2019	8367 · Legal Service	4,554.00
Bill	03/31/2019			Appropriative Pool Legal Services-March 2019	8367 · Legal Service	6,694.00
				Third Party Expenses	8367 · Legal Service	1,024.10
TOTAL						12,272.10

CHINO BASIN WATERMASTER  
Cash Disbursements For The Month of  
April 2019

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	04/05/2019	21409	PHILADELPHIA INSURANCE COMPANY	2000619263	1012 · Bank of America Gen'l Ckg	
Bill	04/02/2019	2000619263		Commercial Umbrella Policy increase	6085 · Business Insurance Package	822.00
TOTAL						822.00
Bill Pmt -Check	04/05/2019	21410	PIETERSMA, RONALD	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/14/2019	3/14 Ag Pool Mtg		3/14/19 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				3/14/19 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	04/05/2019	21411	READY REFRESH BY NESTLE	0023230253	1012 · Bank of America Gen'l Ckg	
Bill	03/28/2019	0023230253		Office Water Bottle - March 2019	6031.7 · Other Office Supplies	75.39
TOTAL						75.39
Bill Pmt -Check	04/05/2019	21412	RR FRANCHISING, INC.	69904	1012 · Bank of America Gen'l Ckg	
Bill	04/02/2019	69904		Monthly service April 2019	6024 · Building Repair & Maintenance	740.00
TOTAL						740.00
Bill Pmt -Check	04/05/2019	21413	STATE COMPENSATION INSURANCE FUND	1970970-18	1012 · Bank of America Gen'l Ckg	
Bill	04/02/2019	1970970-18		Monthly premium 3/26/19-4/26/19	60183 · Worker's Comp Insurance	552.42
TOTAL						552.42
Bill Pmt -Check	04/05/2019	21414	TELLEZ-FOSTER, EDGAR	Employee Reimbursement	1012 · Bank of America Gen'l Ckg	
Bill	04/02/2019			ETF Reimbursement-Ops Staff Meeting 4/02/19	6141.3 · Admin Meetings	78.98
TOTAL						78.98
Bill Pmt -Check	04/05/2019	21415	UNION 76	7076-2245-3035-5049	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2019	7076224530355049		Vehicle Fuel Charges-March 2019	6175 · Vehicle Fuel	111.93
TOTAL						111.93
Bill Pmt -Check	04/05/2019	21416	VISION SERVICE PLAN	00-101789-0001	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2019	001017890001		Vision Insurance Premium - April 2019	60182.2 · Dental & Vision Ins	88.20
TOTAL						88.20
General Journal	04/06/2019	04/06/2019	Payroll and Taxes for 03/24/19 - 04/06/19	Payroll and Taxes for 03/24/19 - 04/06/19	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 03/24/19 - 04/06/19	1012 · Bank of America Gen'l Ckg	28,704.96
				Payroll and Taxes for 03/24/19 - 04/06/19	1012 · Bank of America Gen'l Ckg	9,705.20
			ICMA-RC	457(f) EE Deductions for 03/24/19 - 04/06/19	1012 · Bank of America Gen'l Ckg	5,166.72
			ICMA-RC	401(a) EE Deductions for 03/24/19 - 04/06/19	1012 · Bank of America Gen'l Ckg	1,481.89
TOTAL						45,058.77

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CHINO BASIN WATERMASTER  
Cash Disbursements For The Month of  
April 2019

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	04/10/2019	21417	ACCENT COMPUTER SOLUTIONS, INC.	127237	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2019	127237		SRV2 hard drive replacements	6055 · Computer Hardware	213.28
TOTAL						213.28
Bill Pmt -Check	04/10/2019	21418	ACWA JOINT POWERS INSURANCE AUTHORITY	0606029	1012 · Bank of America Gen'l Ckg	
Bill	04/05/2019	0606029		Prepayment - May 2019 April 2019	1409 · Prepaid Life, BAD&D & LTD 60191 · Life & Disab.Ins Benefits	228.15
TOTAL						228.15
Bill Pmt -Check	04/10/2019	21419	EGOSCUE LAW GROUP, INC.	12268	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2019	12268		Ag Pool Legal Services - March 2019	8467 · Ag Legal & Technical Services	25,062.50
TOTAL						25,062.50
Bill Pmt -Check	04/10/2019	21420	FEENSTRA, BOB	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/14/2019	3/14 Ag Pool Mtg		3/14/19 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
Bill	03/15/2019	3/15 Court Hearing		3/14/19 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	03/21/2019	3/21 Advisory Comm		3/15/19 Court Hearing	8411 · Ag Pool Member Compensation	25.00
Bill	03/21/2019	3/21 OBMP LS3		3/15/19 Court Hearing	8470 · Ag Meeting Attend -Special	100.00
Bill	03/28/2019	3/28 Board Meeting		3/21/19 Advisory Committee Meeting	8411 · Ag Pool Member Compensation	25.00
Bill				3/21/19 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill				3/21/19 OBMP LS3	8411 · Ag Pool Member Compensation	25.00
Bill				3/21/19 OBMP LS3	8470 · Ag Meeting Attend -Special	100.00
Bill				3/2/19 Board Meeting	8411 · Ag Pool Member Compensation	25.00
Bill				3/28/19 Board Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						625.00
Bill Pmt -Check	04/10/2019	21421	FILIPPI, GINO	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/28/2019	3/28 Board Meeting		3/28/19 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						125.00
Bill Pmt -Check	04/10/2019	21422	FIRST LEGAL NETWORK LLC	40025889	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2019	40025889		Court filings - 2/28, 3/01, 3/07 and 3/18	6061.5 · Court Filing Services	493.96
TOTAL						493.96
Bill Pmt -Check	04/10/2019	21423	PREMIERE GLOBAL SERVICES	27441292	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2019	27441292		Personnel Committee call on 2/27	6013 · Human Resources Services	6.29
				Personnel Committee call on 2/27	6013 · Human Resources Services	6.30
				Personnel Committee call on 2/27	6013 · Human Resources Services	14.49
				Potential IEUA/CBWM Board Meeting call on 3/01	6312 · Meeting Expenses	6.28

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**CHINO BASIN WATERMASTER**  
**Cash Disbursements For The Month of**  
**April 2019**

Type	Date	Num	Name	Memo	Account	Paid Amount
				Non-Ag Pool Meeting call on 3/14	8512 · Meeting Expense	8.57
				Workshop training call on 3/19	6909.1 · OBMP Meetings	11.68
				Team debrief after hearing call on 3/21	6909.1 · OBMP Meetings	6.77
				Team debrief after hearing call on 3/21	6909.1 · OBMP Meetings	44.04
				Fee - General	6022 · Telephone	39.00
				Fee - Confidential	6022 · Telephone	39.00
				Personnel Committee call on 2/27	6013 · Human Resources Services	6.30
				WM Coordination call on 3/04	6909.1 · OBMP Meetings	18.82
				SY reset update to Board call on 3/06	6312 · Meeting Expenses	15.84
				Prep for March 15 hearing call on 3/11	6909.1 · OBMP Meetings	11.74
				WM Coordination call on 3/11	6909.1 · OBMP Meetings	6.29
				SY reset update to Board call on 3/13	6312 · Meeting Expenses	8.52
				Pool meetings check call on 3/13	8312 · Meeting Expenses	2.13
				Pool meetings check call on 3/13	8412 · Meeting Expenses	2.12
				Pool meetings check call on 3/13	8512 · Meeting Expense	2.13
				WM Coordination call on 3/18	6909.1 · OBMP Meetings	21.65
				Water storage call on 3/25	6909.1 · OBMP Meetings	26.29
				Call shortfalls	6022 · Telephone	78.00
				Service fee	6022 · Telephone	26.40
						<u>408.65</u>
<b>P2</b>						
<b>TOTAL</b>						
Bill Pmt -Check	04/10/2019	21424	WESTERN MUNICIPAL WATER DISTRICT	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/21/2019	3/21 OBMP LS3		Galleano attendance-3/21/19 OBMP LS3	6311 · Board Member Compensation	125.00
Bill	03/28/2019	3/28 Board Meeting		Galleano attendance-3/28/19 Board Meeting	6311 · Board Member Compensation	125.00
<b>TOTAL</b>						<u>250.00</u>
Bill Pmt -Check	04/10/2019	21425	YUKON DISPOSAL SERVICE	211391896	1012 · Bank of America Gen'l Ckg	
Bill	04/05/2019	2110391896		April 2019	6024 · Building Repair & Maintenance	117.14
<b>TOTAL</b>						<u>117.14</u>
Bill Pmt -Check	04/11/2019	ACH 041119	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	04/06/2019	04/06/2019	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 03/24/19 - 04/06/19	2000 · Accounts Payable	7,444.83
<b>TOTAL</b>						<u>7,444.83</u>
Check	04/15/2019	04/15/2019	Service Charge	Service Charge	1012 · Bank of America Gen'l Ckg	
				Service Charge	6039.1 · Banking Service Charges	603.39
<b>TOTAL</b>						<u>603.39</u>
Bill Pmt -Check	04/15/2019	21426	CORELOGIC INFORMATION SOLUTIONS	81955747	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2019	81955747		81955747	7103.7 · Grdwtr Qual-Computer Svc	62.50

CHINO BASIN WATERMASTER  
Cash Disbursements For The Month of  
April 2019

Type	Date	Num	Name	Memo	Account	Paid Amount
				81955747	7101.4 · Prod Monitor-Computer	62.50
TOTAL						125.00
Bill Pmt -Check	04/15/2019	21427	DE HAAN, HENRY	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/14/2019	3/14 Ag Pool Meeting		3/14/19 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				3/14/19 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	03/14/2019	2/14 Ag Pool Meeting		2/14/19 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				2/14/19 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						250.00
Bill Pmt -Check	04/15/2019	21428	FEDAK & BROWN LLP	Audit Services	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2019			Progress Billing - March 2019	6062 · Audit Services	1,050.00
TOTAL						1,050.00
Bill Pmt -Check	04/15/2019	21429	GEYE, BRIAN	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/26/2019	3/26 Budget Wkshop		3/26/19 Budget Release Workshop	6311 · Board Member Compensation	125.00
TOTAL						125.00
P13 Bill Pmt -Check	04/15/2019	21430	HUITSING, JOHN	AG Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/14/2019	3/14 Ag Pool Meeting		3/14/19 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				3/14/19 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	04/15/2019	21431	LOEB & LOEB LLP	1820550	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2019	1820550		Non-Ag Pool Legal Services - March 2019	8567 · Non-Ag Legal Service	5,151.60
TOTAL						5,151.60
Bill Pmt -Check	04/15/2019	21432	PITNEY BOWES GLOBAL FINANCIAL SERVICE 3103049918		1012 · Bank of America Gen'l Ckg	
Bill	03/30/2019	3103049918		Postage meter lease	6044 · Postage Meter Lease	394.69
TOTAL						394.69
Bill Pmt -Check	04/15/2019	21433	PRINTING RESOURCES	65791	1012 · Bank of America Gen'l Ckg	
Bill	04/05/2019	65791		Business cards for J. Wilson	6031.7 · Other Office Supplies	96.44
TOTAL						96.44
General Journal	04/19/2019	04/19/2019	ADP, LLC	ADP Payroll Service for 04/06/19	1012 · Bank of America Gen'l Ckg	
				ADP Payroll Service for 04/06/19	1012 · Bank of America Gen'l Ckg	155.50
TOTAL						155.50
General Journal	04/20/2019	04/20/2019	Payroll and taxes for 04/07/19-04/20/19	Payroll and taxes for 04/07/19-04/20/19	1012 · Bank of America Gen'l Ckg	

CHINO BASIN WATERMASTER  
Cash Disbursements For The Month of  
April 2019

Type	Date	Num	Name	Memo	Account	Paid Amount
				Direct Deposits for 04/07/19-04/20/19	1012 · Bank of America Gen'l Ckg	29,015.64
				Payroll taxes for 04/07/19-04/20/19	1012 · Bank of America Gen'l Ckg	9,379.71
			ICMA-RC	457(f) EE Deductions for 04/07/19-04/20/19	1012 · Bank of America Gen'l Ckg	5,166.72
			ICMA-RC	401(a) EE Deductions for 04/07/19-04/20/19	1012 · Bank of America Gen'l Ckg	1,481.89
TOTAL						45,043.96
Bill Pmt -Check	04/24/2019	ACH 042419	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
Bill	04/01/2019	15626836		Annual Unfunded Accrued Liability Plan 3299	60180 · Employers PERS Expense	5,456.55
TOTAL						5,456.55
Bill Pmt -Check	04/24/2019	21434	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2019	XXXX-XXXX-XXXX-9341		Overnight check to Great America Leasing	6042 · Postage - General	36.73
				Miscellaneous office supplies	6031.7 · Other Office Supplies	459.59
				Printer for office	6055 · Computer Hardware	474.09
				Miscellaneous office supplies	6031.7 · Other Office Supplies	349.44
				Software for listening sessions	6054 · Computer Software	60.00
				Lunch for HCP/USACE FS/EIR/EIS meeting	6909.1 · OBMP Meetings	113.00
				Flowers sent to Andy Malone after surgery	6141.1 · Meeting Supplies	86.18
				Business Management Daily subscription	6112 · Subscriptions/Publications	89.00
				Placards for office pictures	6031.7 · Other Office Supplies	62.60
				PK mtg w/Van Jew, John Bosler	8312 · Meeting Expenses	56.88
				Flowers sent to CFO wife	6141.1 · Meeting Supplies	80.43
				Popcorn sent to CFO wife	6141.1 · Meeting Supplies	42.99
				Lunch for OBMP Update Listening Session 3	6909.1 · OBMP Meetings	276.85
				Miscellaneous office supplies	6031.7 · Other Office Supplies	9.52
				Miscellaneous office supplies	6031.7 · Other Office Supplies	43.59
				Miscellaneous office supplies	6031.7 · Other Office Supplies	29.12
				Miscellaneous office supplies	6031.7 · Other Office Supplies	50.08
				PK trans.-CGC Board Mtg. & GRA Forum	6191 · Conferences - General	19.87
				PK trans.-CGC Board Mtg. & GRA Forum	6191 · Conferences - General	2.00
				Miscellaneous office supplies	6031.7 · Other Office Supplies	21.52
				PK at CGC Board Meeting and GRA Forum	6191 · Conferences - General	28.36
				Miscellaneous office supplies	6031.7 · Other Office Supplies	38.99
				PK at CGC Board Meeting and GRA Forum	6191 · Conferences - General	36.00
				Supplies for 3/28 Staff meeting	6141.3 · Admin Meetings	14.54
				Hotel-PK-CGC Board Mtg. and GRA Forum	6191 · Conferences - General	338.61
				Purchase badge maker for office	6055 · Computer Hardware	589.00
				PK to reimburse WM for travel expenses	6174 · Public Transportation	11.95
TOTAL						3,420.93

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CHINO BASIN WATERMASTER  
Cash Disbursements For The Month of  
April 2019

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	04/24/2019	21435	CLEAN TECH SERVICES	8083	1012 · Bank of America Gen'l Ckg	
Bill	04/09/2019	8083		Window cleaning, hard water spot remova	6024 · Building Repair & Maintenance	327.00
TOTAL						327.00
Bill Pmt -Check	04/24/2019	21436	CUCAMONGA VALLEY WATER DISTRICT	Office Lease	1012 · Bank of America Gen'l Ckg	
Bill	04/16/2019			Office lease due May 1, 2019	1422 · Prepaid Rent	6,866.54
TOTAL						6,866.54
Bill Pmt -Check	04/24/2019	21437	FRONTIER COMMUNICATIONS	909-484-3890-050914-5	1012 · Bank of America Gen'l Ckg	
Bill	04/16/2019	90948438900509145		Office fax	6022 · Telephone	146.99
TOTAL						146.99
Bill Pmt -Check	04/24/2019	21438	GREAT AMERICA LEASING CORP.	24620826	1012 · Bank of America Gen'l Ckg	
Bill	04/16/2019	24620826		Invoice for April 2019	6043.1 · Ricoh Lease Fee	2,661.62
TOTAL						2,661.62
Bill Pmt -Check	04/24/2019	21439	LEGAL SHIELD	0111802	1012 · Bank of America Gen'l Ckg	
Bill	04/15/2019	0111802		Employee deductions - April 2019	60194 · Other Employee Insurance	51.80
TOTAL						51.80
Bill Pmt -Check	04/24/2019	21440	STAULA, MARY L	Retiree Medical	1012 · Bank of America Gen'l Ckg	
Bill	05/01/2019			Retiree Medical	60182.4 · Retiree Medical	25.87
TOTAL						25.87
Bill Pmt -Check	04/24/2019	21441	VERIZON WIRELESS	9827499278	1012 · Bank of America Gen'l Ckg	
Bill	04/16/2019	9827499278		Acct #470810953-00001	6022 · Telephone	297.53
TOTAL						297.53
Bill Pmt -Check	04/26/2019	ACH 042619	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	04/20/2019	04/20/2019	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 04/07/19-04/20/19	2000 · Accounts Payable	7,444.83
TOTAL						7,444.83
Bill Pmt -Check	04/29/2019	21442	WILDERMUTH ENVIRONMENTAL INC		1012 · Bank of America Gen'l Ckg	
Bill	03/31/2019	2019077		2019077	7510 · PE6&7-IEUA Salinity Mgmt. Plan	628.00
Bill	03/31/2019	2019078		2019078	6906.31 · OBMP-Pool, Adv. Board Mtgs	5,012.03
Bill	03/31/2019	2019079		2019079	6906.32 · OBMP-Other General Meetings	3,507.70
Bill	03/31/2019	2019080		2019080	6906.71 · OBMP-Data Req.-CBWM Staff	25,607.25
Bill	03/31/2019	2019081		2019081	6906.23 · SGMA Reporting Requirements	794.80
Bill	03/31/2019	2019082		2019082	6906 · OBMP Engineering Services	7,232.86
Bill	03/31/2019	2019083		2019083	6906.24 · Compliance-SWRCB	2,289.20

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CHINO BASIN WATERMASTER  
Cash Disbursements For The Month of  
April 2019

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	03/31/2019	2019084		2019084	6906.26 · 2019 OBMP Update	29,135.96
Bill	03/31/2019	2019085		2019085	6906.73 · OBMP-2020 Safe Yield Recalc	82,827.10
Bill	03/31/2019	2019086		2019086	6906.15 · Integrated Model Mtgs-IEUA Cost	472.00
Bill	03/31/2019	2019087		2019087	6906.21 · State of the Basin Report	11,591.80
Bill	03/31/2019	2019088		2019088	7103.3 · Grdwtr Qual-Engineering	7,034.81
Bill	03/31/2019	2019089		2019089	7104.3 · Grdwtr Level-Engineering	22,808.07
Bill	03/31/2019	2019090		2019090	7107.2 · Grd Level-Engineering	2,104.69
				WSP USA Inc.	7107.6 · Grd Level-Contract Svcs	976.92
Bill	03/31/2019	2019091		Neva Ridge Technologies, Inc.	7107.3 · Grd Level-SAR Imagery	17,000.00
Bill	03/31/2019	2019092		2019092	7402 · PE4-Engineering	938.00
Bill	03/31/2019	2019093		2019093	7402.10 · PE4 - Northwest MZ1 Area Proj.	15,433.25
Bill	03/31/2019	2019094		2019094	7108.31 · Hydraulic Control - PBHSP	28,695.85
Bill	03/31/2019	2019095		2019095	7202.2 · Engineering Svc	53.10
Bill	03/31/2019	2019096		2019096	7502 · PE6&7-Engineering	22,052.55
Bill	03/31/2019	2019097		2019097	6906.16 · CBEWP-100% IEUA Cost	1,817.18
TOTAL						<u>288,013.12</u>
General Journal	04/30/2019	04/30/2019	Wage Works FSA Direct Debits - April 2019	Wage Works FSA Direct Debits - April 2019	1012 · Bank of America Gen'l Ckg	
				Wage Works FSA Direct Debits - April 2019	1012 · Bank of America Gen'l Ckg	509.60
				Wage Works FSA Direct Debits - April 2019	1012 · Bank of America Gen'l Ckg	509.60
				Wage Works FSA Direct Debits - April 2019	1012 · Bank of America Gen'l Ckg	509.60
				Wage Works FSA Direct Debits - April 2019	1012 · Bank of America Gen'l Ckg	76.25
TOTAL						<u>1,605.05</u>
					<b>Total Disbursements:</b>	<u><u>629,673.34</u></u>

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# CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730  
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

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PETER KAVOUNAS, P.E.  
General Manager

## STAFF REPORT

DATE: June 27, 2019  
TO: Board Members  
SUBJECT: VISA Check Detail Report - Financial Report B2 (April 30, 2019)

### SUMMARY

Issue: Record of VISA credit card payment disbursed for the month of April 2019.

Recommendation: Receive and file VISA Check Detail Report for April 2019 as presented.

Financial Impact: Funds disbursed were included in the FY 2018/19 "Amended" Watermaster Budget.

### Future Consideration

Watermaster Board – June 27, 2019: Receive and File (Normal Course of Business)

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### ACTIONS:

Agricultural Pool – June 12, 2019: Received and filed

Appropriative Pool – June 13, 2019: Received and filed

Non-Agricultural Pool – June 13, 2019: Moved unanimously to receive and file, without approval

Advisory Committee – June 20, 2019: Received and filed

Watermaster Board – June 27, 2019:

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court,  
and to develop and implement an Optimum Basin Management Program*

## BACKGROUND

A monthly VISA Check Detail report is provided to keep all members apprised of Watermaster expenditures charged against the General Manager and Chief Financial Officer's Bank of America VISA card.

## DISCUSSION

The total cash disbursements during the month of April 2019 was \$3,420.93. The payment was processed in the amount of \$3,420.93 (by check number 21434 dated April 24, 2019). The monthly charges for April 2019 of \$3,420.93 were for routine and customary expenditures and properly documented with receipts.

## ATTACHMENTS

1. Financial Report - B2

CHINO BASIN WATERMASTER  
VISA Check Detail Report  
April 2019

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	04/24/2019	21434	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2019	XXXX-XXXX-XXXX-9341		Overnight check to Great America Leasing	6042 · Postage - General	36.73
				Miscellaneous office supplies	6031.7 · Other Office Supplies	459.59
				Printer for office	6055 · Computer Hardware	474.09
				Miscellaneous office supplies	6031.7 · Other Office Supplies	349.44
				Software for listening sessions	6054 · Computer Software	60.00
				Lunch for HCP/USACE FS/EIR/EIS meeting	6909.1 · OBMP Meetings	113.00
				Flowers sent to Andy Malone after surgery	6141.1 · Meeting Supplies	86.18
				Business Management Daily subscription	6112 · Subscriptions/Publications	89.00
				Placards for office pictures	6031.7 · Other Office Supplies	62.60
				PK mtg w/Van Jew, John Bosler	8312 · Meeting Expenses	56.88
				Flowers sent to CFO wife	6141.1 · Meeting Supplies	80.43
				Popcorn sent to CFO wife	6141.1 · Meeting Supplies	42.99
				Lunch for OBMP Update Listening Session 3	6909.1 · OBMP Meetings	276.85
				Miscellaneous office supplies	6031.7 · Other Office Supplies	9.52
				Miscellaneous office supplies	6031.7 · Other Office Supplies	43.59
				Miscellaneous office supplies	6031.7 · Other Office Supplies	29.12
				Miscellaneous office supplies	6031.7 · Other Office Supplies	50.08
				PK trans.-CGC Board Mtg. & GRA Forum	6191 · Conferences - General	19.87
				PK trans.-CGC Board Mtg. & GRA Forum	6191 · Conferences - General	2.00
				Miscellaneous office supplies	6031.7 · Other Office Supplies	21.52
				PK at CGC Board Meeting and GRA Forum	6191 · Conferences - General	28.36
				Miscellaneous office supplies	6031.7 · Other Office Supplies	38.99
				PK at CGC Board Meeting and GRA Forum	6191 · Conferences - General	36.00
				Supplies for 3/28 Staff meeting	6141.3 · Admin Meetings	14.54
				Hotel-PK-CGC Board Mtg. and GRA Forum	6191 · Conferences - General	338.61
				Purchase badge maker for office	6055 · Computer Hardware	589.00
				PK to reimburse WM for travel expenses	6174 · Public Transportation	11.95
					<b>Total Disbursements:</b>	<b>3,420.93</b>

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TOTAL

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# CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730  
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PETER KAVOUNAS, P.E.  
General Manager

## STAFF REPORT

DATE: June 27, 2019  
TO: Board Members  
SUBJECT: Combining Schedule of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2018 through April 30, 2019 - Financial Report B3 (April 30, 2019)

### SUMMARY

Issue: Record of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2018 through April 30, 2019.

Recommendation: Receive and file Combining Schedule of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2018 through April 30, 2019 as presented.

Financial Impact: Funds disbursed were included in the FY 2018/19 "Amended" Watermaster Budget.

### Future Consideration

Watermaster Board – June 27, 2019: Receive and File (Normal Course of Business)

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### ACTIONS:

Agricultural Pool – June 12, 2019: Received and filed

Appropriative Pool – June 13, 2019: Received and filed

Non-Agricultural Pool – June 13, 2019: Moved unanimously to receive and file, without approval

Advisory Committee – June 20, 2019: Received and filed

Watermaster Board – June 27, 2019:

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program*

## BACKGROUND

A Combining Schedule of Revenue, Expenses and Changes in Net Assets for the period July 1, 2018 through April 30, 2019 is provided to keep all members apprised of the FY 2018/19 cumulative Watermaster revenues, expenditures and changes in net assets for the period listed.

## DISCUSSION

The Combining Schedule of Revenue, Expenses and Changes in Net Assets has been created from various financial reports and statements created from Intuit QuickBooks Enterprise Solutions 18.0, the Watermaster accounting system. The Combining Schedule provided balances to the supporting documentation in the Watermaster accounting system as presented.

## ATTACHMENTS:

1. Financial Report - B3

CHINO BASIN WATERMASTER  
 COMBINING SCHEDULE OF REVENUE, EXPENSES AND CHANGES IN NET ASSETS  
 FOR THE PERIOD JULY 1, 2018 THROUGH APRIL 30, 2019

	WATERMASTER ADMINISTRATION	OPTIMUM BASIN MANAGEMENT	POOL ADMINISTRATION & SPECIAL PROJECTS			GROUNDWATER REPLENISHMENT	LAIF VALUE ADJ.	GASB 75 BEG. NET POSITION	GRAND TOTALS	AMENDED BUDGET 2018-2019
			APPROPRIATIVE POOL	AG POOL	NON-AG POOL					
<b>Administrative Revenues:</b>										
Administrative Assessments			8,298,615		392,157				8,690,772	8,655,545
Interest Revenue			153,238	8,820	1,633				163,691	63,968
Mutual Agency Project Revenue	167,712								167,712	167,712
Miscellaneous Income	222								222	0
<b>Total Revenues</b>	<b>167,934</b>	-	<b>8,451,853</b>	<b>8,820</b>	<b>393,791</b>	-	-	-	<b>9,022,397</b>	<b>8,887,225</b>
<b>Administrative &amp; Project Expenditures:</b>										
Watermaster Administration	1,579,214								1,579,214	1,337,141
Watermaster Board-Advisory Committee	165,296								165,296	226,519
Ag Pool Misc. Expense - Ag Fund									-	400
Pool Administration			119,274	354,845	126,044				600,163	624,643
Optimum Basin Mgmt Administration		1,583,785							1,583,785	2,273,267
OBMP Project Costs		3,932,336							3,932,336	5,503,869
Debt Service		580,585							580,585	580,585
Basin Recharge Improvements		1,417,518							1,417,518	3,068,941
<b>Total Administrative/OBMP Expenses</b>	<b>1,744,510</b>	<b>7,514,224</b>	<b>119,274</b>	<b>354,845</b>	<b>126,044</b>	-	-	-	<b>9,858,897</b>	<b>13,615,365</b>
Net Administrative/OBMP Expenses	(1,576,576)	(7,514,224)								
Allocate Net Admin Expenses To Pools	1,576,576		1,107,482	410,092	59,002					
Allocate Net OBMP Expenses To Pools		5,516,121	3,874,857.19	1,434,828	206,435.71					
Allocate Debt Service to App Pool		580,585	580,585							
Allocate Basin Recharge to App Pool		1,417,518	1,417,518							
Agricultural Expense Transfer*			2,199,765	(2,199,765)						
<b>Total Expenses</b>			<b>9,299,481</b>	-	<b>391,482</b>	-	-	-	<b>9,858,897</b>	<b>13,615,365</b>
<b>Net Administrative Income</b>			<b>(847,628)</b>	<b>8,820</b>	<b>2,309</b>	-	-	-	<b>(836,500)</b>	<b>(4,728,140)</b>
<b>Other Income/(Expense)</b>										
Replenishment Water Assessments						796,239			796,239	0
Desalter Replenishment Obligation						-			-	0
Non-Ag Stored Water Purchases									-	0
Exhibit "G" Non-Ag Pool Water			131,000						131,000	0
RTS Charges from IEUA						(29,084)			(29,084)	0
Interest Revenue						6,949			6,949	0
MWD Water Purchases									-	0
Non-Ag Stored Water Purchases									-	0
Exhibit "G" Non-Ag Pool Water									-	0
MWD Water Purchases						(459,025)			(459,025)	0
Groundwater Replenishment						-			-	0
LAIF - Fair Market Value Adjustment									-	0
Other Post-Employment Benefits (OPEB)									-	0
Refund-Excess Reserves									-	0
Refund-Recharge Debt			(57,732)						(57,732)	0
Funding To/(From) Reserves									-	0
<b>Net Other Income/(Expense)</b>			<b>73,268</b>	-	-	<b>315,079</b>	-	-	<b>388,347</b>	<b>0</b>
<b>Net Transfers To/(From) Reserves</b>		<b>(448,153)</b>	<b>(774,360)</b>	<b>8,820</b>	<b>2,309</b>	<b>315,079</b>	-	-	<b>(448,153)</b>	<b>(4,728,140)</b>
<b>Net Assets, July 1, 2018</b>			<b>9,661,977</b>	<b>493,108</b>	<b>80,791</b>	<b>(4,534)</b>	<b>(20,461)</b>	<b>(443,445)</b>	<b>9,767,436</b>	
<b>Net Assets, End of Period</b>			<b>8,887,617</b>	<b>501,928</b>	<b>83,100</b>	<b>310,545</b>	<b>(20,461)</b>	<b>(443,445)</b>	<b>9,319,283</b>	<b>9,319,283</b>
<b>17/18 Assessable Production</b>			<b>76,859.928</b>	<b>28,460.605</b>	<b>4,094.766</b>				<b>109,415.299</b>	
<b>17/18 Production Percentages</b>			<b>70.246%</b>	<b>26.012%</b>	<b>3.742%</b>				<b>100.000%</b>	

\*Fund balance transfer as agreed to in the Peace Agreement.

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# CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730  
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

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PETER KAVOUNAS, P.E.  
General Manager

## STAFF REPORT

DATE: June 27, 2019

TO: Board Members

SUBJECT: Treasurer's Report of Financial Affairs for the Period April 1, 2019 through April 30, 2019 -  
Financial Report B4 (April 30, 2019)

### SUMMARY

Issue: Record of increases or decreases in the cash position, assets and liabilities of Watermaster for the Period of April 1, 2019 through April 30, 2019.

Recommendation: Receive and file Treasurer's Report of Financial Affairs for the Period April 1, 2019 through April 30, 2019 as presented.

Financial Impact: Funds disbursed were included in the FY 2018/19 "Amended" Watermaster Budget.

### Future Consideration

Watermaster Board – June 27, 2019: Receive and File (Normal Course of Business)

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### ACTIONS:

Agricultural Pool – June 12, 2019: Received and filed

Appropriative Pool – June 13, 2019: Received and filed

Non-Agricultural Pool – June 13, 2019: Moved unanimously to receive and file, without approval

Advisory Committee – June 20, 2019: Received and filed

Watermaster Board – June 27, 2019:

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court,  
and to develop and implement an Optimum Basin Management Program*

## BACKGROUND

A Treasurer's Report of Financial Affairs for the Period April 1, 2019 through April 30, 2019 is provided to keep all members apprised of the total cash in banks (Bank of America, LAIF, and CalTRUST); cash on deposit in trust with the County of San Bernardino as a result of the Cooperation and Reimbursement Agreement between Chino Basin Watermaster and County of San Bernardino dated May 25, 2017; and cash on hand at the Watermaster office (petty cash) at the end of the period stated. The Treasurer's Report details the change (increase or decrease) in the overall cash position of Watermaster, as well as the changes (increase or decrease) to the assets and liabilities section of the balance sheet. The report also provides a detailed listing of all deposits and/or withdrawals in the California State Treasurer's Local Agency Investment Fund (LAIF) and/or CalTRUST, the most current effective yield as of the last quarter, and the ending balance in LAIF as of the reporting date.

## DISCUSSION

The Treasurer's Report of Financial Affairs has been created from various financial reports and statements created from Intuit QuickBooks Enterprise Solutions 18.0, the Watermaster accounting system. The Treasurer's Report provided, balances to the supporting documentation in the Watermaster accounting system, as well as the supporting bank statements.

## ATTACHMENTS

1. Financial Report - B4

**CHINO BASIN WATERMASTER  
TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE PERIOD  
APRIL 1, 2019 THROUGH APRIL 30, 2019**

Financial Report - B4

**DEPOSITORIES:**

Cash on Hand - Petty Cash			\$	500
Bank of America				
Governmental Checking-Demand Deposits	\$	313,543		
Zero Balance Account - Payroll		-		313,543
Trust Account - County of San Bernardino				845
Local Agency Investment Fund - Sacramento				11,276,068
<b>TOTAL CASH IN BANKS AND ON HAND</b>				<b>\$ 11,590,957</b>
TOTAL CASH IN BANKS AND ON HAND	4/30/2019			11,977,084
	3/31/2019			11,977,084
<b>PERIOD INCREASE (DECREASE)</b>			<b>\$</b>	<b>(386,128)</b>

**CHANGE IN CASH POSITION DUE TO:**

Decrease/(Increase) in Assets: Accounts Receivable			\$	82,863
Assessments Receivable				131,000
Prepaid Expenses, Deposits & Other Current Assets				8,527
(Decrease)/Increase in Liabilities: Accounts Payable				375,852
Accrued Payroll, Payroll Taxes & Other Current Liabilities				10,708
Long Term Liabilities				8,492
Transfer to/(from) Reserves				(1,003,569)
<b>PERIOD INCREASE (DECREASE)</b>			<b>\$</b>	<b>(386,128)</b>

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**SUMMARY OF FINANCIAL TRANSACTIONS:**

	Petty Cash	Govt'l Checking Demand	Zero Balance Account Payroll	Trust Account County of San Bernardino	Local Agency Investment Funds	Totals
Balances as of 3/31/2019	\$ 500	\$ 205,041	\$ -	\$ 845	\$ 11,770,698	\$ 11,977,084
Deposits	-	738,176	-	-	80,370	818,546
Transfers	-	(126,636)	(81,876)	-	(575,000)	(783,513)
Withdrawals/Checks	-	(503,037)	81,876	-	-	(421,161)
Balances as of 4/30/2019	\$ 500	\$ 313,543	\$ -	\$ 845	\$ 11,276,068	\$ 11,590,957
<b>PERIOD INCREASE OR (DECREASE)</b>	<b>\$ -</b>	<b>\$ 108,502</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (494,630)</b>	<b>\$ (386,128)</b>

**CHINO BASIN WATERMASTER  
TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE PERIOD  
APRIL 1, 2019 THROUGH APRIL 30, 2019**

**INVESTMENT TRANSACTIONS**

Effective Date	Transaction	Depository	Activity	Redeemed	Days to Maturity	Interest Rate(*)	Maturity Yield
4/8/2019	Withdrawal		(575,000)				
4/15/2019	Interest		80,370				
<b>TOTAL INVESTMENT TRANSACTIONS</b>			<b>\$ (494,630)</b>	<b>\$0</b>			

\* The earnings rate for L.A.I.F. is a daily variable rate; 2.55% was the effective yield rate at the Quarter ended March 31, 2019.

**INVESTMENT STATUS  
April 30, 2019**

<u>Financial Institution</u>	<u>Principal Amount</u>	<u>Number of Days</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
Local Agency Investment Fund	\$ 11,276,068			
<b>TOTAL INVESTMENTS</b>	<b>\$ 11,276,068</b>			

Funds on hand are sufficient to meet all foreseen and planned Administrative and project expenditures during the next six months.

All investment transactions have been executed in accordance with the criteria stated in Chino Basin Watermaster's Investment Policy.

Respectfully submitted,



Joseph S. Joswiak  
Chief Financial Officer  
Chino Basin Watermaster

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# CHINO BASIN WATERMASTER

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Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

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PETER KAVOUNAS, P.E.  
General Manager

## STAFF REPORT

DATE: June 27, 2019  
TO: Board Members  
SUBJECT: Budget vs. Actual Report for the Period July 1, 2018 through April 30, 2019 -  
Financial Report B5 (April 30, 2019)

### SUMMARY

Issue: Record of revenues and expenses of Watermaster for the Period of July 1, 2018 through April 30, 2019.

Recommendation: Receive and file Budget vs. Actual Report for the Period July 1, 2018 through April 30, 2019 as presented.

Financial Impact: Funds disbursed were included in the FY 2018/19 "Amended" Watermaster Budget.

### Future Consideration

Watermaster Board – June 27, 2019: Receive and File (Normal Course of Business)

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### ACTIONS:

Agricultural Pool – June 12, 2019: Received and filed

Appropriative Pool – June 13, 2019: Received and filed

Non-Agricultural Pool – June 13, 2019: Moved unanimously to receive and file, without approval

Advisory Committee – June 20, 2019: Received and filed

Watermaster Board – June 27, 2019:

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court,  
and to develop and implement an Optimum Basin Management Program*

## BACKGROUND

A Budget vs. Actual Report for the period July 1, 2018 through April 30, 2019 is provided to keep all members apprised of the total revenues and expenses for the current fiscal year. The expense section is categorized into four distinct sections. Those sections are: General and Administrative Expenses; Optimum Basin Management Program Expenses; Project Expenses; and Other Income/Expenses. The Budget vs. Actual report has been created from Intuit QuickBooks Enterprise Solutions 18.0, the Watermaster accounting system. The Budget vs. Actual report provided, balances to the supporting documentation in the Watermaster accounting system, as well as the supporting bank statements.

## DISCUSSION

### CURRENT MONTH – APRIL 2019

Year-To-Date (YTD) for the ten months ending April 30, 2019, all but six categories were at or below the projected budget. The categories over budget were: (1) the Administration Salary/Benefits expenses (6010's) which were over budget by \$49,583 or 5.6% as a result of increased staff time and activities in the administrative functions. Please note that the overage is only in the administrative section, not with the entire consolidated staffing budget; (2) Watermaster Legal Services expenses (6070's) over budget by \$261,870 or 201.4% as a result of miscellaneous legal matters as detailed in the BHFS section; (3) Business Insurance expenses (6080's) over budget by \$7,668 or 26.6% as a result of the additional coverage for Environmental and Pollution Liability as recommended by our broker, for water sampling activities within the basin by the Watermaster staff, not budgeted for in the FY 2018/19 budget; (4) Appropriative Pool Administration expenses (8300's) over budget by \$2,512 or 2.2% as a result of increased legal activities by the Appropriative Pool attorney for the months of July 2018 through March 2019; (5) Agricultural Pool Legal Services (8467's) over budget by \$124,008 or 72.6% as a result of increased legal activities performed by the Agricultural Pool's attorney during the months of July 2018 through March 2019; and (6) Non-Agricultural Pool Administration expenses (8500's) over budget by \$5,732 or 4.8% as a result of increased legal activities performed by the Non-Agricultural Pool's attorney during the months of July 2018 through March 2019.

For the majority of the expense categories within the Watermaster budget for FY 2018/19, the individual line-item budgets are divided into 12-monthly amounts and allocated accordingly. As the fiscal year progresses, these categories listed above could level out over time and be within the budget levels.

As discussed at the FY 2018/19 Mid-Year Review during the February 2019 Pool and Board meetings, Watermaster is not recommending a Budget Amendment or Budget Transfer Form at this time. However, if the over budget trends listed above continue during FY 2018/19, a Budget Amendment and/or Budget Transfer Form would be required to ensure Watermaster's ability to fund the ongoing expenses.

The Budget Amendment and/or Budget Transfer Form is scheduled for Pool, Advisory Committee, and Board approval during the meeting month of August 2019. By presenting the Budget Amendment and/or Budget Transfer Form during the meeting month of August, the accounting records would be for 12 months of actual expenses and not require any estimation of expenses at fiscal year-end. This "true-up" method will provide the most exact and accurate accounting records. The three categories requiring a Budget Amendment and/or Budget Transfer Form to fund the shortfall in expenses are: (1) the Watermaster Legal Services expenses from BHFS within account category (6070's); (2) the Business Insurance expenses within account category (6080's); and (3) the Agricultural Pool Legal Services within the account category (8467's). It is anticipated that the required funding, if not available from a Budget Transfer Form, would come from the Administrative and OBMP Reserve Funds which are currently funded at \$204,620 and \$918,816 respectively.

Overall, the Watermaster (YTD) Actual Expenses were \$2,677,981 or 21.4% below the (YTD) Budgeted Expenses of \$12,536,878.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

July 2018:

During the month of July 2018, the "Carry Over" funding was calculated. The Total "Carry Over" funding amount of \$4,728,140.07 has been posted to the general ledger accounts. The total amount of \$4,728,140.07 consisted of \$3,068,940.82 from Capital Improvement Projects, \$1,594,653.00 from Engineering Services, and \$64,546.25 from Administration Services. More detailed information is provided regarding this issue under the "Carry Over" Funding section.

The Amended Budget for FY 2018/19 is \$13,615,365.07 which includes \$4,728,140.07 for the prior years "Carry Over" funding. The Original Approved budget for FY 2018/19 of \$8,887,225 was adopted by the Watermaster Board on May 24, 2018 ( $\$8,887,225 + \$4,728,140.07 = \$13,615,365.07$ ).

SALARIES EXPENSE

CURRENT MONTH – APRIL 2019

As of April 30, 2019, the total (YTD) Watermaster salary expenses were \$60,517 or 3.8% below the (YTD) budgeted amount of \$1,590,327. The overall staffing budget was developed with a staffing level of ten Full-Time Equivalents (FTE's), and staffing is currently at ten Full-Time Equivalents (FTE's).

Watermaster utilizes an in-house database time and attendance system to track and record staff's actual hours worked and records those hours to a specific project or activity. This time and attendance database of captured staff hours and activities is the basis for the bi-weekly payrolls which are processed using an external payroll processing service. Watermaster staff can record time to a large number of activities but the five most used categories are as follows (1) General Administrative activities; (2) Paid Leaves of vacation, sick or holiday; (3) Pools, Advisory or Board Meeting attendance; (4) OBMP activities; and (5) OBMP Implementation Program Elements 1 through 9 activities.

When the FY 2018/19 budget was developed, basic assumptions were used in allocating how staff's time would be spent and on which of the projects or activities. The staffing dollars were then allocated into those specific areas and budgeted on a 1/12 monthly budget. When actual staffing activities vary from the budgeted assumptions, a positive or negative variance can be created. Currently, the allocations are tracking within budget.

The table summarizes the Year-To-Date (YTD) Actual Watermaster salary costs compared to the Year-To-Date (YTD) Budget as of April 30, 2019. Please be advised that the "\$ Over Budget" and the "% of Budget" columns are a comparison of the (YTD) Actual to the (YTD) Budget, not the 12-month Annual Budget. The 12-month Annual Budget column is presented only to provide the data in a full and complete format. The following details are provided:

	<u>Jul '18 - Apr '19</u> <u>Actual</u>	<u>Jul '18 - Apr '19</u> <u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>FY 2018/19</u> <u>Annual Budget</u>
<b>WM Salary Expense</b>					
6011 · WM Staff Salaries	964,227.50	828,907.00	135,320.50	116.33%	993,161.00
6011.1 · WM Staff Salaries - Overtime	9,990.41	0.00	9,990.41	100.0%	0.00
6011.4 · 457(f) NQDC Plan	23,806.67	30,244.00	-6,437.33	78.72%	37,034.00
6017 · Temporary Services	0.00	17,500.00	-17,500.00	0.0%	21,000.00
6201 · Advisory Committee - WM Staff Salaries	18,480.53	21,082.00	-2,601.47	87.66%	25,259.00
6301 · Watermaster Board - WM Staff Salaries	31,112.77	33,737.00	-2,624.23	92.22%	40,422.00
8301 · Appropriative Pool - WM Staff Salaries	33,319.07	31,362.00	1,957.07	106.24%	37,577.00
8401 · Agricultural Pool - WM Staff Salaries	18,365.14	26,565.00	-8,199.86	69.13%	31,829.00
8501 · Non-Agricultural Pool - WM Staff Salaries	14,548.78	18,121.00	-3,572.22	80.29%	21,712.00
6901 · OBMP - WM Staff Salaries	64,834.63	117,623.00	-52,788.37	55.12%	140,931.00
7101.1 · Production Monitor - WM Staff Salaries	49,809.29	53,495.00	-3,685.71	93.11%	64,095.00
7102.1 · In-line Meter - WM Staff Salaries	0.00	15,572.00	-15,572.00	0.0%	18,657.00
7103.1 · Grdwater Quality - WM Staff Salaries	24,288.86	59,930.00	-35,641.14	40.53%	71,806.00
7104.1 · Grdwater Level - WM Staff Salaries	67,585.15	52,977.00	14,608.15	127.58%	63,475.00
7107.1 · GrdLevel Monitoring - WM Staff Salaries	2,304.17	4,415.00	-2,110.83	52.19%	5,290.00
7108.1 · Hydraulic Control - WM Staff Salaries	193.52	3,351.00	-3,157.48	5.78%	4,015.00
7108.11 · Prado Basin - WM Staff Salaries	0.00	4,562.00	-4,562.00	0.0%	5,466.00
7201 · Comp Recharge - WM Staff Salaries	47,823.05	48,811.00	-987.95	97.98%	58,482.00
7301 · PE3&5 - WM Staff Salaries	1,474.40	3,499.00	-2,024.60	42.14%	4,174.00
7401 · PE4 - WM Staff Salaries	18,050.06	18,278.00	-227.94	98.75%	21,919.00
7501 · PE6&7 - WM Staff Salaries	2,285.31	4,664.00	-2,378.69	49.0%	5,588.00
7501.1 · PE 6&7 - WM Staff Salaries (Plume)	0.00	4,110.00	-4,110.00	0.0%	4,925.00
7601 · PE8&9 - WM Staff Salaries	6,429.62	17,819.00	-11,389.38	36.08%	21,350.00
<b>Subtotal WM Staff Costs</b>	<b>1,398,928.93</b>	<b>1,416,624.00</b>	<b>-17,695.07</b>	<b>98.75%</b>	<b>1,698,167.00</b>
60185 · Vacation	62,791.39	64,322.00	-1,530.61	97.62%	77,067.00
60186 · Sick Leave	16,866.08	45,617.00	-28,750.92	36.97%	54,656.00
60187 · Holidays	51,223.68	63,764.00	-12,540.32	80.33%	68,319.00
<b>Subtotal WM Paid Leaves</b>	<b>130,881.15</b>	<b>173,703.00</b>	<b>-42,821.85</b>	<b>75.35%</b>	<b>200,042.00</b>
<b>Total WM Salary Costs</b>	<b>1,529,810.08</b>	<b>1,590,327.00</b>	<b>-60,516.92</b>	<b>96.2%</b>	<b>1,898,209.00</b>

PREVIOUSLY REPORTED ACTIONS (Descending Order)

August 2018:

Two candidates for the Field Operations Specialist (position #9 and position #10) were presented with a conditional offer letter dated September 7, 2018. Both candidates successfully cleared a background investigation, drug screening, and pre-employment physical. The two new Watermaster employees started employment on Tuesday, October 2, 2018. Both employees will be introduced to the Watermaster parties at the Pools, Advisory, and Board meetings during the month of October 2018.

July 2018:

The Sr. Field Operations Specialist submitted his written resignation on July 3, 2018 and left employment of Watermaster on July 17, 2018. Watermaster staff met with the Personnel Committee on August 23, 2018 to discuss the plan to reclassify Position #10 from a Water Resources Associate to a Sr. Field Operations Specialist. The Personnel Committee unanimously approved and recommended moving forward with the new position reclassification and adjustment.

The positions of Field Operations Specialist (Position #9) and Sr. Field Operations Specialist (Position #10) are currently under recruitment. The final selection of the two top candidates, along with issuance of a conditional offer of employment will take place before September 10, 2018 with the final screening process being successful completion of a background investigation, passing a drug test, and passing a pre-employment physical. The two positions are anticipated to be onboard with Watermaster as early as October 1, 2018. Both candidates will be introduced to the Watermaster parties at the Pools, Advisory, and Board meetings scheduled for October 2018.

LEGAL SERVICES

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program*



## BROWNSTEIN HYATT FARBER SCHRECK EXPENSES

### CURRENT MONTH – APRIL 2019

The Watermaster Legal Services budget was developed jointly by the Watermaster staff and Brownstein Hyatt Farber Schreck staff with specific assumptions regarding the tasks and legal activities that would occur during FY 2018/19. The total legal services budget was developed by multiplying the number of hours that would be required to complete the specific tasks by the hourly rate. The "Approved" budget was adopted for the original amount of \$963,028.

As of April 30, 2019, the total (YTD) Watermaster Legal Services expenses (consolidating the three categories of Watermaster Administrative Legal Services, Pool/Advisory/Board Meeting legal expenses, and OBMP legal expenses) were \$103,319 or 12.9% above the (YTD) budgeted amount of \$801,791.

#### WATERMASTER ADMINISTRATIVE LEGAL SERVICES:

Overall, the Watermaster Administrative Legal Services expense (6070's) as of April 30, 2019, was \$261,870 or 201.4% above the budgeted amount of \$130,012. The specific items within the Administrative Legal Services expenses (6070's) which were over budget were Court Coordination (6071) over budget by \$31,096 or 85.4%; Personnel Matters (6073) which were over budget by \$32,792 or 397.5%; Party Status Maintenance (6077) which were over budget by \$7,058 or 46.7%; the Miscellaneous Category (6078) which were over budget by \$211,777 or 672.3%; the Assessment Packages-Updates (6078.13) which were over budget by \$7,258 or 100%; and the Ely Basin Investigation (6078.25) which were over budget by \$7,412 or 100%. Please see Note 1 on the following page for a more detailed explanation of the miscellaneous types of expenses (6078).

The specific items within the Administrative Legal Services expenses (6070's) which were under budget were the expenses for Rules and Regulations (6072) under budget by \$5,823 or 64.5%; and Interagency Issues (6074) under budget by \$29,700 or 100.0%.

#### WATERMASTER POOLS, ADVISORY AND BOARD LEGAL SERVICES:

The Pools, Advisory Committee and the Board meeting legal expenses from BHFS are captured by month within the accounts (6275, 6375, 6375.1, 8375, 8475 and 8575). The legal service costs associated with the Board Workshop(s) are also included as part of this group. Overall, this category of legal expenses as of April 30, 2019 was \$39,757 or 24.9% below the budgeted amount of \$159,863. Normal Brownstein Hyatt Farber Schreck meeting attendance during any given month includes attendance at all three pool meetings, one Advisory Committee meeting and one Board meeting. The legal services budget was developed with the assumption of having eleven months of meetings, intentionally excluding the month of December 2018. With regards to the Board Meeting expenses (6375), an additional Special Board Meeting was held during the month of July 2018 which increased the legal services for this specific line item category.

#### OBMP LEGAL SERVICES:

The OBMP legal expenses (accounts 6907.31 through 6907.90) were below the budget for the month. As of April 30, 2019, the category of OBMP legal expenses were \$118,794 or 23.2% below the budgeted amount of \$511,916. The majority of expenses within this OBMP category were under budget (YTD), however, the Recharge Master Plan expenses (6907.39) were over budget by \$2,102 or 5.3%; the Safe Yield Recalculation legal expenses (6907.42) were over budget by \$165,799 or 174.5%; and the Upper SAR Integrated Model expenses (6907.46) were over budget by \$551 or 100%.

The table listed below summarizes the Brownstein Hyatt Farber Schreck (BHFS) expenses as of April 30, 2019 compared to the Year-To-Date (YTD) budget. Please be advised that the "\$ Over Budget" and the "% of Budget" columns are a comparison of the (YTD) Actual to the (YTD) Budget, not the 12-month Annual Budget. The 12-month Annual Budget column is presented only to provide the data in a full and complete format. The following details are provided:

	Jul '18 - Apr '19 Actual	Jul '18 - Apr '19 Budget	\$ Over Budget	% of Budget	FY 2018/19 Annual Budget
<b>6070 · Watermaster Legal Services</b>					
6071 · BHFS Legal - Court Coordination	67,512.18	36,416.00	31,096.18	185.39%	43,700.00
6072 · BHFS Legal - Rules & Regulations	3,198.15	9,021.00	-5,822.85	35.45%	10,825.00
6073 · BHFS Legal - Personnel Matters	41,042.48	8,250.00	32,792.48	497.49%	9,900.00
6074 · BHFS Legal - Interagency Issues	0.00	29,700.00	-29,700.00	0.0%	35,640.00
6076 · BHFS Legal - Storage Issues	0.00	0.00	0.00	0.0%	0.00
6077 · BHFS Legal - Party Status Maintenance	22,182.72	15,125.00	7,057.72	146.66%	18,150.00
6078 · BHFS Legal - Miscellaneous (Note 1)	243,277.22	31,500.00	211,777.22	772.31%	37,800.00
6078.13 · BHFS - Assessment Packages-Updates	7,257.60	0.00	7,257.60	100.0%	0.00
6078.25 · BHFS - Ely # Basin Investigation	7,411.95	0.00	7,411.95	100.0%	0.00
<b>Total 6070 · Watermaster Legal Services</b>	<b>391,882.30</b>	<b>130,012.00</b>	<b>261,870.30</b>	<b>301.42%</b>	<b>156,015.00</b>
<b>6275 · BHFS Legal - Advisory Committee</b>	<b>14,321.03</b>	<b>17,820.00</b>	<b>-3,498.97</b>	<b>80.37%</b>	<b>21,780.00</b>
6375 · BHFS Legal - Board Meeting	64,537.79	63,180.00	1,357.79	102.15%	77,220.00
6375.1 · BHFS Legal - Board Workshop(s)	0.00	12,038.00	-12,038.00	0.0%	12,038.00
8375 · BHFS Legal - Appropriative Pool	14,662.66	22,275.00	-7,612.34	65.83%	27,225.00
8475 · BHFS Legal - Agricultural Pool	13,284.49	22,275.00	-8,990.51	59.64%	27,225.00
8575 · BHFS Legal - Non-Ag Pool	13,299.59	22,275.00	-8,975.41	59.71%	27,225.00
<b>Total BHFS Legal Services</b>	<b>120,105.56</b>	<b>159,863.00</b>	<b>-39,757.44</b>	<b>75.13%</b>	<b>192,713.00</b>
<b>6907.3 · WM Legal Counsel</b>					
6907.31 · Archibald South Plume	0.00	10,937.00	-10,937.00	0.0%	13,125.00
6907.32 · Chino Airport Plume	4,765.23	10,937.00	-6,171.77	43.57%	13,125.00
6907.33 · Desalter/Hydraulic Control	1,743.43	19,687.00	-17,943.57	8.86%	23,625.00
6907.34 · Santa Ana River Water Rights	11,304.33	13,563.00	-2,258.67	83.35%	16,275.00
6907.36 · Santa Ana River Habitat	9,745.67	36,084.00	-26,338.33	27.01%	43,300.00
6907.38 · Reg. Water Quality Cntrl Board	212.40	13,125.00	-12,912.60	1.62%	15,750.00
6907.39 · Recharge Master Plan	41,601.94	39,500.00	2,101.94	105.32%	47,400.00
6907.40 · Storage Agreements	19,055.58	77,000.00	-57,944.42	24.75%	92,400.00
6907.41 · Prado Basin Habitat Sustainability	4,556.24	13,542.00	-8,985.76	33.65%	16,250.00
6907.42 · Safe Yield Recalculation	260,798.66	95,000.00	165,798.66	274.53%	114,000.00
6907.44 · SGMA Compliance	11,051.84	65,750.00	-54,698.16	16.81%	78,900.00
6907.45 · OBMP Update	27,735.77	90,166.00	-62,430.23	30.76%	108,200.00
6907.46 · Upper SAR Integrated Model	550.80	0.00	550.80	100.0%	0.00
6907.90 · WM Legal Counsel - Unanticipated	0.00	26,625.00	-26,625.00	0.0%	31,950.00
<b>Total 6907 · WM Legal Counsel</b>	<b>393,121.89</b>	<b>511,916.00</b>	<b>-118,794.11</b>	<b>76.79%</b>	<b>614,300.00</b>
<b>Total Brownstein, Hyatt, Farber, Schreck Costs</b>	<b>905,109.75</b>	<b>801,791.00</b>	<b>103,318.75</b>	<b>112.89%</b>	<b>963,028.00</b>

Note 1: The types of legal activities that have been charged against the "Miscellaneous" legal category account 6078 are as follows: (1) Correspondence and discussions with Watermaster staff regarding current issues/topics; (2) Correspondence with Watermaster staff regarding special projects (assessment package, replenishment obligations, annual report, audit report, business plan, etc.); (3) Brownstein's status review of ongoing Watermaster projects and issues; (4) Brownstein's update of the outstanding issues list; (5) Coordination of ongoing Watermaster projects; (6) Review of draft documents and contracts; (7) Review transfer documents; (8) Ground-Level Monitoring Committee reports/meetings; (9) Review process and criteria for SGMA reporting; (10) MWW SCADA Agreement and installation; (11) Angelica Corporation Bankruptcy matter; (12) NRG/GENON Bankruptcy matter; (13) Pomona extensometer project, CEQA review and compliance; (14) Desalter Replenishment obligations, assessment methodologies, and ongoing issues; (15) Master Cost Sharing Agreement with IEUA; (16) Estimation and adoption of an evaporative loss policy for Recharge; (17) CalMat intervention; (18) Angelica's water rights transfer; (19) Exhibit "G" rate issues; (20) Blomquist outline review; (21) Right of Entry Agreements for various locations; (22) 40<sup>th</sup> Anniversary Event; (23) Establishment of 2019 hearing officer panel; (24) Brown Act compliance for websites; (25) Assessment Packages-Updates and Review; and (26) Miscellaneous legal research on current and pending issues.

**PREVIOUSLY REPORTED ACTIONS (Descending Order)**

None

**OBMP ENGINEERING SERVICES AND LEGAL COSTS**

CURRENT MONTH – APRIL 2019

Reviewing in total the OBMP Engineering Services and Legal Costs (consolidating the four categories of

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program*

OBMP Watermaster Staff and SAWPA, OBMP Engineering Services, OBMP Legal Costs, and OBMP Other Expenses) for the ten months ending April 30, 2019, the actual expenses of \$1,545,002 were below the budgeted amount of \$1,795,249 by \$250,247 or 14.0%. For a detailed discussion, the following is provided.

For April 30, 2019, the accounts 6901-6903 (Optimum Basin Mgmt. Program) section was below the Year-To-Date (YTD) budget by \$53,109 or 42.7%. Watermaster utilizes an in-house database time and attendance system to record and document staff's actual hours worked and also allocates those hours to a specific project or activity. Watermaster staff time could be charged to Administrative, OBMP, or Implementation Project categories. Recently, Watermaster staff spent less time on specific OBMP related areas as budgeted. As a result, Watermaster staff allocated less actual time to the OBMP project as budgeted, which resulted in an under-budget variance of \$52,788 or 44.9%. The remaining expense was the Santa Ana Watershed Project Authority (SAWPA) FY 2018/19 Basin Monitoring Program Task Force Contribution which was budgeted at \$6,742 and actual expenses were \$321 or 4.8% below budget as of April 30, 2019.

For April 30, 2019, the accounts 6906 (Optimum Basin Mgmt. Program Engineering Services) section was below the Year-To-Date (YTD) budget by \$77,224 or 6.7%. The majority of expenses within this OBMP category were under budget (YTD), however, the accounts which were over budget were as follows: the 2019 OBMP Update expenses (6906.26) which were over budget by \$1,670 or 1.3%; the OBMP-Data Requests-CBWM Staff expenses (6906.71) which were over budget by \$60,598 or 72.7%; the County Extraction Well-Modeling expenses (6909.76) which were over budget by \$40,829 or 100%; and the OBMP-2018 RMPU Master Update expenses (6906.90) which were over budget by \$11,765 or 26.0%.

Within the category 6907 (Optimum Basin Mgmt. Program Legal Fees) are the remaining Brownstein Hyatt Farber Schreck (BHFS) Watermaster's legal expenses. Within the legal expense category, some individual line item activities were above the budget by \$168,452 while some other line item activities were below the budget by \$287,246. Above the budget line item were the Recharge Master Plan expenses of \$2,102; the Safe Yield Recalculation expenses of \$165,799; and the Upper SAR Integrated Model expenses of \$551. The individual legal projects/activities that were below budget for the Year-To-Date (YTD) period were the Archibald South Plume of \$10,937; the Chino Airport Plume of \$6,172; the Desalter/Hydraulic Control of \$17,944; the Santa Ana River Water Rights of \$2,259; the Santa Ana River Habitat of \$26,338; the Regional Water Quality Control Board of \$12,913; Storage Agreements of \$57,944; the Prado Basin Habitat Sustainability of \$8,986; SGMA Compliance of \$54,698; OBMP Update of \$62,430; and the WM Unanticipated legal expenses of \$26,625. For the ten months ended April 30, 2019, the overall cumulative (YTD) budget was \$511,916 and the actual (BHFS) legal expenses totaled \$393,122 which resulted in an under-budget variance of \$118,794 or 23.2%.

The OBMP Other Expenses (6909's) were below the budget for the month. These expenses are typically conference calls, meeting expenses, supplies, annual inspection fees, and other miscellaneous type expenses. As of April 30, 2019, this category of expenses was \$1,119 or 15.8% below the budgeted amount of \$7,082.

The WEI Support for IEUA expenses are categorized within the category (6910's). The individual general ledger accounts are as follows: IRP Groundwater Modeling-WEI expenses (6910.10); As Needed Support for Obtaining Grant Funding of RMPU Projects expenses (6910.11); Preparation of a Compliance Demonstration for Stormwater Recharge expenses (6910.12); Ground Water Velocity Field for the San Sevaine Improvement Project expenses (6910.13); Truing-Up the 2013 RMPU Estimates expenses (6910.14); WEI Support-HCP Modeling expenses (6910.15); and RMPU-MPI Analysis expenses (6910.20). These expenses are billed directly to IEUA on the following month once the payment has been issued to Wildermuth Environmental, Inc. per the agreement. As of April 30, 2019, this category of expenses was fully invoiced in the amount of \$0 to IEUA.

Overall, the Optimum Basin Management Program (OBMP) category was \$1,545,002 compared to a (YTD) budget of \$1,795,249 for an under budget of \$250,247 or 14.0% as of April 30, 2019.

The table listed below summarizes the Optimum Basin Management Program (OBMP) expenses as of April 30, 2019 compared to the Year-To-Date (YTD) budget. Please be advised that the "\$ Over Budget" and the "% of Budget" columns are a comparison of the (YTD) Actual to the (YTD) Budget, not the 12-month Annual Budget. The 12-month Annual Budget column is presented only to provide the data in a full and complete format. The following details are provided:

	Jul '18 - Apr '19 Actual	Jul '18 - Apr '19 Budget	\$ Over Budget	% of Budget	FY 2018/19 Annual Budget
<b>6900 · Optimum Basin Mgmt Plan</b>					
6901 · WM Staff Salaries	64,834.63	117,623.00	-52,788.37	55.12%	140,931.00
6903 · OBMP SAWPA Group	6,421.00	6,742.00	-321.00	95.24%	6,742.00
<b>Total 6901-6903 · OBMP WM Staff/SAWPA</b>	<b>71,255.63</b>	<b>124,365.00</b>	<b>-53,109.37</b>	<b>57.3%</b>	<b>147,673.00</b>
<b>6906 · OBMP Engineering Services</b>					
6906.1 · OBMP - Watermaster Model Update	42,711.70	48,786.00	-6,074.30	87.55%	58,544.00
6906.15 · Integrated Model Mtgs. - IEUA Costs	14,907.35	16,634.00	-1,726.65	89.62%	19,960.00
6906.21 · State of the Basin Report	131,091.10	132,018.00	-926.90	99.3%	158,422.00
6906.22 · Water Rights Compliance Reporting	16,415.35	21,375.00	-4,959.65	76.8%	25,650.00
6906.23 · SGMA Reporting Requirements	7,253.30	11,250.00	-3,996.70	64.47%	13,500.00
6906.24 · Compliance - SB88 and SWRCB	5,338.10	6,744.00	-1,405.90	79.15%	8,092.00
6906.26 · 2019 OBMP Update	134,063.86	132,394.00	1,669.86	101.26%	158,872.00
6906.27 · HCP Meetings/Tech. Review-IEUA Cost	602.20	14,842.00	-14,239.80	4.06%	17,810.00
6906.28 · Agriculture Prod. & Estimation	0.00	18,710.00	-18,710.00	0.0%	22,452.00
6906.31 · OBMP - Pool, Advisory, Board Mtgs.	67,518.56	81,635.00	-14,116.44	82.71%	97,962.00
6906.32 · OBMP - Other General Meetings	43,941.14	67,577.00	-23,635.86	65.02%	81,093.00
6906.71 · OBMP - Data Requests - CBWM Staff	143,968.45	83,370.00	60,598.45	172.69%	100,044.00
6906.72 · OBMP - Data Requests - Non CBWM	26,932.36	26,956.00	-23.64	99.91%	32,348.00
6906.73 · OBMP - Safe Yield Recalculation	303,846.45	339,070.00	-35,223.55	89.61%	406,884.00
6906.74 · OBMP - Mat'l Phy. Injury Requests	1,881.40	59,973.00	-58,091.60	3.14%	71,967.00
6906.76 · County Extraction Well-Modeling	40,829.44	0.00	40,829.44	100.0%	0.00
6906.81 · Prepare Annual Reports	12,862.20	16,248.00	-3,385.80	79.16%	19,498.00
6906.9 · OBMP - 2018 RMPU Master Update	57,094.63	45,330.00	11,764.63	125.95%	54,396.00
6906 · OBMP Engineering Services - Other	23,404.36	28,974.00	-5,569.64	80.78%	34,768.00
<b>Total 6906 · OBMP Engineering Services</b>	<b>1,074,661.95</b>	<b>1,151,886.00</b>	<b>-77,224.05</b>	<b>93.3%</b>	<b>1,382,262.00</b>
<b>6907 · OBMP Legal Fees</b>					
<b>6907.3 · WM Legal Counsel</b>					
6907.31 · Archibald South Plume	0.00	10,937.00	-10,937.00	0.0%	13,125.00
6907.32 · Chino Airport Plume	4,765.23	10,937.00	-6,171.77	43.57%	13,125.00
6907.33 · Desalter/Hydraulic Control	1,743.43	19,687.00	-17,943.57	8.86%	23,625.00
6907.34 · Santa Ana River Water Rights	11,304.33	13,563.00	-2,258.67	83.35%	16,275.00
6907.36 · Santa Ana River Habitat	9,745.67	36,084.00	-26,338.33	27.01%	43,300.00
6907.38 · Reg. Water Quality Cntrl Board	212.40	13,125.00	-12,912.60	1.62%	15,750.00
6907.39 · Recharge Master Plan	41,601.94	39,500.00	2,101.94	105.32%	47,400.00
6907.40 · Storage Agreements	19,055.58	77,000.00	-57,944.42	24.75%	92,400.00
6907.41 · Prado Basin Habitat Sustainability	4,556.24	13,542.00	-8,985.76	33.65%	16,250.00
6907.42 · Safe Yield Recalculation	260,798.66	95,000.00	165,798.66	274.53%	114,000.00
6907.44 · SGMA Compliance	11,051.84	65,750.00	-54,698.16	16.81%	78,900.00
6907.45 · OBMP Update	27,735.77	90,166.00	-62,430.23	30.76%	108,200.00
6907.46 · Upper SAR Integrated Model	550.80	0.00	550.80	100.0%	0.00
6907.90 · WM Legal Counsel - Unanticipated	0.00	26,625.00	-26,625.00	0.0%	31,950.00
<b>Total 6907 · WM Legal Counsel</b>	<b>393,121.89</b>	<b>511,916.00</b>	<b>-118,794.11</b>	<b>76.79%</b>	<b>614,300.00</b>
<b>Total 6907 · OBMP Legal Fees</b>	<b>393,121.89</b>	<b>511,916.00</b>	<b>-118,794.11</b>	<b>76.79%</b>	<b>614,300.00</b>
<b>6909 · OBMP Other Expenses</b>					
6909.1 · OBMP Meetings	4,551.01	1,250.00	3,301.01	364.08%	1,500.00
6909.3 · Other OBMP Expenses	1,391.00	1,666.00	-275.00	83.49%	2,000.00
6909.6 · OBMP Expenses - Miscellaneous	0.00	4,166.00	-4,166.00	0.0%	5,000.00
6909 · OBMP Other Expenses - Other	20.73	0.00	20.73	100.0%	0.00
<b>Total 6909 · OBMP Other Expenses</b>	<b>5,962.74</b>	<b>7,082.00</b>	<b>-1,119.26</b>	<b>84.2%</b>	<b>8,500.00</b>
<b>6910 · WEI Support for IEUA</b>					
6910.50 · WEI Support for IEUA-Billings	0.00	0.00	0.00	0.0%	0.00
<b>Total 6910 · WEI Support for IEUA</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>	<b>0.00</b>
<b>Total 6900 · Optimum Basin Mgmt Plan</b>	<b>1,545,002.21</b>	<b>1,795,249.00</b>	<b>-250,246.79</b>	<b>86.06%</b>	<b>2,152,735.00</b>

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PREVIOUSLY REPORTED ACTIONS (Descending Order)  
None

ENGINEERING SERVICES - OBMP IMPLEMENTATION PROJECTS COSTS  
WILDERMUTH ENVIRONMENTAL, INC.

CURRENT MONTH – APRIL 2019

As of April 30, 2019, the total (YTD) Engineering Services expenses were \$463,241 or 11.3% below the (YTD) budget amount of \$4,092,436. The OBMP Implementation Projects (consolidated accounts 7100's – 7700's) were all under budget as of April 30, 2019, with the exception of the PE4-MZ1 Pomona Project expenses (7402.10) which were over budget by \$15,468 or 0.9%.

Wildermuth Environmental, Inc. provides Watermaster an Estimated Cost at Completion (ECAC) report each quarter. The purpose of this ECAC report is to update Watermaster on whether or not the Engineering Services budget will be above or below budget at the end of the fiscal year. If the Engineering Services budget is expected to be above budget at fiscal year-end, a Budget Amendment or Budget Transfer Form would need to be approved to ensure funding.

The third ECAC report for the current fiscal year has been provided for the period ending March 31, 2019 and shows a projected over budget at fiscal year-end June 30, 2019 of \$70,808.

The third quarter ECAC report (for the months July 2018 – March 2019) is listed below:

Attachment 1a  
Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2018/19  
As of March 31, 2019

Acct #	Description	Original Budget	Revised Budget	Billed Jul-18	Billed Aug-18	Billed Sep-18	Billed Oct-18	Billed Nov-18	Billed Dec-18	Billed Jan-19
6909	OBMP Engineering	\$ 507,374	\$ 507,374	\$ 36,022	\$ 29,590	\$ 24,251	\$ 58,101	\$ 33,162	\$ 21,284	\$ 51,656
6906.1	OBMP - Watermaster Model Applications	58,544	58,544	-	-	-	5,720	15,558	7,808	12,526
6906.9	2018 RMPU Recharge Master Update	54,396	54,396	26,994	27,194	2,918	-	-	-	-
6906.26	2019 OBMP Update	158,872	158,872	-	-	5,755	14,769	3,721	11,021	37,505
6906.73	2020 Safe Yield Recalculation	406,884	406,884	-	21,661	18,166	7,098	6,831	13,844	24,844
6906.21	State of the Basin Report	158,423	158,423	-	-	3,468	22,571	25,329	14,744	9,101
6906.27	IEUA - HCP Meetings and Technical Review	17,810	17,810	-	-	-	-	-	-	1,204
6906.15	IEUA - Integrated Model Meetings and Technical	19,960	19,960	2,360	2,647	7,114	4,296	4,090	1,807	4,043
6906.16	CBEWP Evaluation and Conceptual Design Supp	-	-	-	-	-	-	4,587	7,775	5,032
7103.3	GW and SW Quality - Engineering Services	199,243	199,243	19,277	24,783	27,251	34,550	6,868	5,164	9,647
7103.5	GW and SW Quality - Laboratory Services	62,884	62,884	1,634	18,212	11,761	11,136	848	1,050	2,032
7104.3	GW Level - Engineering Services	240,326	240,326	8,399	12,464	22,193	18,801	18,488	19,432	8,749
7104.8	GW Level - Contract Services	10,000	10,000	-	-	-	-	-	-	-
7104.80	GW Level - Capital Services	8,000	8,000	-	-	572	-	1,802	1,111	-
7107.2	Ground Level - Engineering Services	71,769	96,811	4,488	3,593	2,692	7,891	3,144	1,791	3,069
7107.3	Ground Level - SAR Imagery	88,832	68,632	12,060	-	-	-	-	-	-
7107.6	Ground Level - Contract Services	71,500	92,227	9,371	-	-	-	-	-	-
7107.8	Ground Level - Capital Equipment	12,692	12,652	-	-	-	170	172	85	-
7103.31	IEUA - Prado Basin Habitat Monitoring	77,159	77,159	-	184	621	3,507	3,808	12,900	18,332
7108.6	IEUA - PBHSP - Outside Pro	10,000	10,000	-	8,533	-	-	-	-	-
7109.3	Recharge & Well Monitoring - Engineering Serv.	25,246	25,246	-	1,448	-	-	1,734	-	-
7202.2	Comp Recharge - Engineering Services	91,840	91,840	2,011	2,060	8,854	647	301	2,255	1,829
7303	OBMP - Engineering Services - Desalters	9,760	9,760	-	-	-	-	-	-	-
7402	OBMP - Engineering Services - MZ1	104,910	104,910	24,826	22,200	17,059	3,362	1,366	612	5,681
7402.1	OBMP - Engineering Services - Northwest MZ1	173,136	1,703,417	1,820	1,468,742	19,523	19,468	7,826	11,509	103,626
7403	OBMP - Contract Services - MZ1	10,000	10,000	-	-	-	-	-	-	-
7502	OBMP - Engineering Services - WCC	87,912	87,912	656	1,416	15,550	10,557	2,146	-	280
7510	IEUA - Update Recycled Water Permit - Salinity	89,353	108,178	-	-	3,751	21,792	24,136	4,482	497
7602	Storage Management/Conjunctive Use	105,346	105,346	49,881	18,396	25,634	-	-	-	-
<b>Totals</b>		<b>\$ 2,929,798</b>	<b>\$ 4,524,451</b>	<b>\$ 196,728</b>	<b>\$ 1,663,524</b>	<b>\$ 216,630</b>	<b>\$ 244,276</b>	<b>\$ 175,954</b>	<b>\$ 138,652</b>	<b>\$ 299,963</b>

5/1/2019--1:05 PM  
2018-19CBWM\_Invoice\_Summary\_ISBM\_Q3ECAC--Projection Summary



Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program

**Attachment 1a**  
**Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2018/19**  
**As of March 31, 2019**

Acct #	Description	Billed Feb-19	Billed Mar-19	Projected Apr-19	Projected May-19	Projected Jun-19	Total Projected	Less IEUA Portion of Cost Share			
								Total Projected	Under / (Over) Rev. Budget	YTD % Billed Rev. Budget	Projected % Rev. Budget
6906	OBMP Engineering	\$ 28,340	\$ 44,444	\$ 66,722	\$ 57,192	\$ 45,529	\$ 496,272	\$ 496,272	\$ 11,102	64%	98%
6906.1	OBMP - Watermaster Model Applications	1,062	-	-	-	-	42,712	42,712	16,832	73%	73%
6906.9	2018 RMPU Recharge Master Update	-	-	-	-	-	57,095	57,095	(2,699)	105%	105%
6906.26	2019 OBMP Update	20,733	29,136	16,000	35,000	40,000	213,859	213,859	(54,787)	77%	134%
6906.73	2020 Safe Yield Recalculation	67,584	62,827	63,268	63,268	63,268	430,719	430,719	(23,935)	59%	106%
6906.21	State of the Basin Report	27,544	11,592	15,000	20,000	11,000	160,347	160,347	(1,924)	72%	101%
6906.27	IEUA - HCP Meetings and Technical Review	-	-	1,500	1,500	1,500	5,704	2,852	14,958	7%	16%
6906.15	IEUA - Integrated Model Meetings and Technical Review	742	472	3,700	3,700	3,700	38,670	19,335	-	133%	97%
6906.16	CBEWP Evaluation and Conceptual Design Support	3,634	1,817	3,050	10,000	10,000	45,845	-	-	n/a	n/a
7103.3	GW and SW Quality - Engineering Services	2,062	7,035	8,340	18,826	27,108	169,849	168,849	10,394	69%	95%
7103.5	GW and SW Quality - Laboratory Services	-	1,050	2,132	-	1,850	50,905	50,905	11,979	76%	81%
7104.3	GW Level - Engineering Services	7,212	22,898	10,230	22,321	25,120	204,217	204,217	36,111	58%	85%
7104.6	GW Level - Contract Services	-	-	-	5,000	-	5,000	5,000	5,000	0%	50%
7104.9	GW Level - Capital Services	-	-	-	3,000	-	11,865	11,865	(3,885)	49%	146%
7107.2	Ground Level - Engineering Services	1,305	2,036	3,326	21,144	15,678	70,259	70,259	26,352	31%	73%
7107.3	Ground Level - SAR Imagery	-	17,000	-	-	57,632	66,632	66,632	-	33%	100%
7107.6	Ground Level - Contract Services	2,316	977	-	19,900	65,000	97,564	97,564	(5,337)	14%	106%
7107.8	Ground Level - Capital Equipment	-	67	-	200	500	1,194	1,194	11,498	4%	9%
7108.31	IEUA - Prado Basin Habitat Monitoring	17,597	28,656	26,002	15,300	21,700	149,546	74,473	2,688	111%	97%
7108.6	IEUA - PBHSP - Outside Pro	-	-	-	-	-	19,933	9,966	34	100%	100%
7109.3	Recharge & Well Monitoring - Engineering Serv.	1,550	-	1,100	3,600	-	9,433	9,433	15,815	19%	37%
7202.2	Comp Recharge - Engineering Services	1,060	53	2,500	4,307	1,500	27,477	27,477	64,163	21%	30%
7303	OBMP - Engineering Services - Desalters	-	-	813	813	813	2,440	2,440	7,320	0%	25%
7402	OBMP - Engineering Services - MZ1	10,594	938	1,762	8,309	8,950	104,910	104,910	-	63%	100%
7402.1	OBMP - Engineering Services - Northwest MZ1	47,425	15,433	5,348	117,245	134,483	1,853,673	1,953,673	(250,256)	100%	115%
7403	OBMP - Contract Services - MZ1	-	-	-	-	-	-	-	10,000	0%	0%
7502	OBMP - Engineering Services - WQC	6,345	22,053	5,650	3,100	3,000	71,303	71,303	16,809	68%	81%
7510	IEUA - Update Recycled Water Permit - Salinity	546	828	500	500	260,962	327,813	108,178	-	61%	100%
7602	Storage Management/Conjunctive Use	-	-	-	-	-	93,911	93,911	11,437	69%	89%
<b>Totals</b>		<b>\$ 247,592</b>	<b>\$ 289,063</b>	<b>\$ 245,802</b>	<b>\$ 437,245</b>	<b>\$ 808,938</b>	<b>\$ 4,967,366</b>	<b>\$ 4,595,260</b>	<b>\$ (70,808)</b>	<b>77%</b>	<b>102%</b>

Note: Billed includes MWH Laboratory invoices paid directly by Watermaster.

5/1/2019 - 1:05 PM  
2018-19CBWM\_Invoice\_Summary\_ISBM\_Q3ECAC--Projection Summary



Watermaster does not plan to present any Budget Transfers or Budget Amendments at this time for the Engineering Services. The presentation of a Budget Amendment or Budget Transfer is planned for the agenda for the Pool meetings in July.

The Fiscal Year 2018/19 Progress and Estimated Cost at Completion for the Period July 1, 2018 through March 31, 2019 report from Wildermuth Environmental, Inc. is provided. Please access this link:

<https://cbwm.syncedtool.com/shares/file/b55c8fca39f54/>

The table listed below summarized the Year-To-Date (YTD) Actual Wildermuth Environmental, Inc., (WEI) and other Engineering costs compared to the Year-To-Date (YTD) Budget as of April 30, 2019. Please be advised that the "\$ Over Budget" and the "% of Budget" columns are a comparison of the (YTD) Actual to the (YTD) Budget, not the 12-month Annual Budget. The 12-month Annual Budget column is presented only to provide the data in a full and complete format. The following details are provided:

	Jul '18 - Apr '19 Actual	Jul '18 - Apr '19 Budget	\$ Over Budget	% of Budget	FY 2018/19 Annual Budget
6906 · OBMP Engineering Services - Other	23,404.36	28,974.00	-5,569.64	80.78%	34,768.00
6906.1 · OBMP - Watermaster Model Update	42,711.70	48,786.00	-6,074.30	87.55%	58,544.00
6906.15 · Integrated Model Mtgs-IEUA Cost	14,907.35	16,634.00	-1,726.65	89.62%	19,960.00
6906.21 · State of the Basin Report	131,091.10	132,018.00	-926.90	99.3%	158,422.00
6906.22 · Water Rights Compliance Reporting	16,415.35	21,375.00	-4,959.65	76.8%	25,650.00
6906.23 · SGMA Reporting Requirements	7,253.30	11,250.00	-3,996.70	64.47%	13,500.00
6906.24 · Compliance - SB88 and SWRCB	5,338.10	6,744.00	-1,405.90	79.15%	8,092.00
6906.26 · 2019 OBMP Update	134,063.86	132,394.00	1,669.86	101.26%	158,872.00
6906.27 · HCP Meetings/Technical Review-IEUA Cos	602.20	14,842.00	-14,239.80	4.06%	17,810.00
6906.28 · Agriculture Prod. & Estimation	0.00	18,710.00	-18,710.00	0.0%	22,452.00
6906.31 · OBMP - Pool, Advisory, Board Mtgs.	67,518.56	81,635.00	-14,116.44	82.71%	97,962.00
6906.32 · OBMP - Other General Meetings	43,941.14	67,577.00	-23,635.86	65.02%	81,093.00
6906.71 · OBMP - Data Requests - CBWM Staff	143,968.45	83,370.00	60,598.45	172.69%	100,044.00
6906.72 · OBMP - Data Requests - Non CBWM	26,932.36	26,956.00	-23.64	99.91%	32,348.00
6906.73 · OBMP - Safe Yield Recalculation	303,846.45	339,070.00	-35,223.55	89.61%	406,884.00
6906.74 · OBMP - Mat'l Physical Injury Requests	1,881.40	59,973.00	-58,091.60	3.14%	71,967.00
6906.76 · County Extraction Well-Modeling	40,829.44	0.00	40,829.44	100.0%	0.00
6906.81 · Prepare Annual Reports	12,862.20	16,248.00	-3,385.80	79.16%	19,498.00
6906.90 · OBMP - 2018 RMPU Master Update	57,094.63	45,330.00	11,764.63	125.95%	54,396.00
7103.3 · Grdwtr Qual-Engineering	143,606.29	169,035.00	-25,428.71	84.96%	199,243.00
7103.5 · Grdwtr Qual-Lab Svcs	38,475.00	38,820.00	-345.00	99.11%	38,820.00
7104.3 · Grdwtr Level-Engineering	158,444.23	200,274.00	-41,829.77	79.11%	240,328.00
7104.8 · Grdwtr Level-Contracted Services	570.00	8,334.00	-7,764.00	6.84%	10,000.00
7104.9 · Grdwtr Level-Capital Equipment	0.00	6,666.00	-6,666.00	0.0%	8,000.00
7107.2 · Grd Level-Engineering	32,211.51	86,007.00	-53,795.49	37.45%	98,243.00
7107.3 · Grd Level-SAR Imagery	29,000.00	63,750.00	-34,750.00	45.49%	85,000.00
7107.6 · Grd Level-Contract Svcs	70,834.13	80,311.00	-9,476.87	88.2%	92,227.00
7107.8 · Grd Level-Capital Equipment	0.00	10,576.00	-10,576.00	0.0%	12,692.00
7108.31 · Hydraulic Control-PBHSP	60,792.75	64,299.00	-3,506.25	94.55%	77,159.00
7108.4 · Hydraulic Control-Lab Svcs	7,732.00	9,038.00	-1,306.00	85.55%	9,038.00
7108.41 · Hydraulic Control-PBHSP	3,150.00	15,026.00	-11,876.00	20.96%	15,026.00
7108.6 · Hydraulic Control-Outside Professionals	0.00	8,334.00	-8,334.00	0.0%	10,000.00
7109.3 · Recharge & Well - Engineering	5,854.80	21,040.00	-15,185.20	0.0%	25,248.00
7202.2 · Comp Recharge-Engineering Services	20,179.26	76,366.00	-56,186.74	26.42%	91,640.00
7303 · PE3&5-Engineering - Other	0.00	8,134.00	-8,134.00	0.0%	9,760.00
7402 · PE4-Engineering	89,395.67	99,425.00	-10,029.33	89.91%	104,910.00
7402.10 · PE4-MZ1 Pomona Project	1,713,028.68	1,697,561.00	15,467.68	100.91%	1,703,417.00
7403 · PE4-Contract Svcs	0.00	8,334.00	-8,334.00	0.0%	10,000.00
7502 · PE6&7-Engineering	64,512.35	73,250.00	-8,737.65	88.07%	87,912.00
7510 · PE6&7-IEUA Salinity Mgmt. Plan	22,836.25	93,286.00	-70,449.75	24.48%	108,178.00
7602 · PE8&9-Engineering	93,910.61	102,684.00	-8,773.39	91.46%	105,348.00
<b>Total Engineering Services Costs</b>	<b>3,629,195.48</b>	<b>4,092,436.00</b>	<b>-463,240.52</b>	<b>88.68%</b>	<b>4,524,451.00 *</b>

\* Wildermuth and Subcontractor Engineering Budget of \$2,929,798 plus Carryover Funds from FY 2017/18 of \$1,594,653  
Carryover Funds from FY 2017/18 of \$1,594,653 = \$24,822 (7107.2); \$20,727 (7107.6); \$1,530,279 (7402.10); and \$18,825 (7510)

PREVIOUSLY REPORTED ACTIONS (Descending Order)

December 2018:

Wildermuth Environmental, Inc. provides Watermaster an Estimated Cost at Completion (ECAC) report each quarter. The purpose of this ECAC report is to update Watermaster on whether or not the Engineering Services budget will be above or below budget at the end of the fiscal year. If the Engineering Services budget is expected to be above budget at fiscal year-end, a Budget Amendment or Budget Transfer Form would need to be approved to ensure funding.

The second ECAC report for the current fiscal year has been provided for the period ending December 31, 2018 and shows a projected under budget at fiscal year-end June 30, 2019 of \$109,668.

The second quarter ECAC report (for the months July 2018 – December 2018) is listed below:

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program*

**Attachment 1a**  
**Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2018/19**  
**As of December 31, 2018**

Acct #	Description	Original Budget	Revised Budget	Billed Jul-18	Billed Aug-18	Billed Sep-18	Billed Oct-18	Billed Nov-18	Billed Dec-18	Projected Jan-19
6906	OBMP Engineering	\$ 507,374	\$ 507,374	\$ 35,022	\$ 29,590	\$ 24,251	\$ 59,101	\$ 33,162	\$ 21,264	\$ 60,179
6906.1	OBMP - Watermaster Model Applications	58,544	58,544	-	-	-	5,720	15,596	7,808	19,515
6906.9	2018 RMPU Recharge Master Update	54,396	54,396	26,984	27,194	2,916	-	-	-	-
6906.26	2019 OBMP Update	158,872	158,872	-	-	5,755	14,769	3,721	11,021	25,600
6906.73	2020 Safe Yield Recalculation	406,884	406,884	-	21,681	16,166	7,093	6,831	13,844	13,100
6906.21	State of the Basin Report	158,423	158,423	-	-	3,468	22,571	25,329	14,744	7,700
6906.27	IEUA - HCP Meetings and Technical Review	17,810	17,810	-	-	-	-	-	-	1,500
6906.15	IEUA - Integrated Model Meetings and Technical	19,960	19,960	2,360	2,647	7,114	4,296	4,090	1,807	3,700
6906.16	CBEWP Evaluation and Conceptual Design Supp	-	-	-	-	-	-	4,587	7,775	5,000
7103.3	GW and SW Quality - Engineering Services	199,243	199,243	19,277	24,783	27,251	34,550	6,868	5,164	11,625
7103.5	GW and SW Quality - Laboratory Services	62,884	62,884	1,634	18,212	11,761	11,188	846	1,050	2,152
7104.3	GW Level - Engineering Services	240,328	240,328	3,359	12,464	22,193	13,801	16,488	19,432	14,690
7104.8	GW Level - Contract Services	10,000	10,000	-	-	-	-	-	-	-
7104.90	GW Level - Capital Services	8,000	8,000	-	-	972	-	1,802	1,111	2,700
7107.2	Ground Level - Engineering Services	71,789	96,811	4,468	3,593	2,692	7,691	3,144	1,791	10,676
7107.3	Ground Level - SAR Imagery	66,832	66,832	12,000	-	-	-	-	-	18,632
7107.6	Ground Level - Contract Services	71,500	92,227	9,371	-	-	-	-	-	-
7107.8	Ground Level - Capital Equipment	12,692	12,692	-	-	-	170	172	95	500
7103.31	IEUA - Prado Basin Habitat Monitoring	77,159	77,159	-	164	921	3,507	3,808	12,900	20,100
7108.6	IEUA - PBHSP - Outside Pro	10,000	10,000	-	8,933	-	-	-	-	-
7109.3	Recharge & Well Monitoring - Engineering Serv.	25,248	25,248	-	1,446	-	-	1,734	-	-
7202.2	Comp Recharge - Engineering Services	91,640	91,640	2,011	2,060	8,854	647	301	2,256	6,200
7303	OBMP - Engineering Services - Desalters	9,760	9,760	-	-	-	-	-	-	813
7402	OBMP - Engineering Services - MZ1	104,910	104,910	24,826	22,200	17,059	3,362	1,368	812	5,596
7402.1	OBMP - Engineering Services - Northwest MZ1	173,138	1,703,417	1,620	5,160	19,923	16,093	7,826	11,509	432,552
7403	OBMP - Contract Services - MZ1	10,000	10,000	-	-	-	-	-	-	-
7502	OBMP - Engineering Services - WQC	87,912	87,912	956	1,416	15,950	10,557	2,146	-	4,722
7510	IEUA - Update Recycled Water Permit - Salinity	89,353	106,176	-	-	3,751	21,792	34,136	4,492	45,000
7602	Storage Management/Conjunctive Use	105,346	105,346	49,881	18,396	-	-	-	-	-
<b>Totals</b>		<b>\$ 2,929,798</b>	<b>\$ 4,524,451</b>	<b>\$ 199,728</b>	<b>\$ 199,943</b>	<b>\$ 216,630</b>	<b>\$ 240,881</b>	<b>\$ 175,954</b>	<b>\$ 138,652</b>	<b>\$ 712,621</b>

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2018-19CBWM\_Invoice\_Summary\_ISBM\_20190122-Projection Summary



**Attachment 1a**  
**Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2018/19**  
**As of December 31, 2018**

Acct #	Description	Projected Feb-19	Projected Mar-19	Projected Apr-19	Projected May-19	Projected Jun-19	Total Projected	Less IEUA Portion of Coal Share			
								Total Projected	Under / (Over) Rev. Budget	YTD % Billed Rev. Budget	Projected % Rev. Budget
6906	OBMP Engineering	\$ 45,225	\$ 46,625	\$ 39,229	\$ 35,029	\$ 35,029	\$ 465,705	\$ 465,705	\$ 41,669	13%	92%
6906.1	OBMP - Watermaster Model Applications	3,757	-	-	-	-	52,395	52,395	6,149	0%	89%
6906.9	2018 RMPU Recharge Master Update	-	-	-	-	-	57,095	57,095	(2,699)	105%	105%
6906.26	2019 OBMP Update	25,600	25,600	25,600	25,600	21,600	164,866	164,866	(26,014)	4%	116%
6906.73	2020 Safe Yield Recalculation	65,637	65,637	65,637	65,637	65,637	409,884	406,884	-	9%	100%
6906.21	State of the Basin Report	22,000	19,000	13,000	20,000	11,000	158,811	156,811	(398)	2%	100%
6906.27	IEUA - HCP Meetings and Technical Review	1,500	1,500	1,500	1,500	1,500	9,000	4,500	13,310	0%	25%
6906.15	IEUA - Integrated Model Meetings and Technical	3,700	3,700	3,700	3,700	3,700	44,519	22,257	(2,297)	61%	112%
6906.16	CBEWP Evaluation and Conceptual Design Supp	20,000	20,000	-	-	-	57,362	-	-	n/a	n/a
7103.3	GW and SW Quality - Engineering Services	20,593	20,000	5,925	8,594	20,708	205,537	205,537	(6,294)	33%	103%
7103.5	GW and SW Quality - Laboratory Services	-	1,050	2,132	-	1,050	51,005	51,005	11,879	50%	81%
7104.3	GW Level - Engineering Services	24,894	23,786	14,052	25,121	24,668	227,179	227,179	13,149	18%	95%
7104.8	GW Level - Contract Services	-	-	-	5,000	-	5,000	5,000	5,000	0%	50%
7104.9	GW Level - Capital Services	-	-	-	8,000	-	12,585	12,585	(4,585)	12%	157%
7107.2	Ground Level - Engineering Services	9,176	6,976	13,856	8,300	8,373	62,754	62,754	13,857	11%	86%
7107.3	Ground Level - SAR Imagery	-	56,000	-	-	-	66,632	66,632	-	14%	100%
7107.6	Ground Level - Contract Services	4,950	4,950	37,000	15,000	20,956	92,227	92,227	-	10%	100%
7107.8	Ground Level - Capital Equipment	500	500	500	500	500	3,427	3,427	9,255	0%	27%
7103.31	IEUA - Prado Basin Habitat Monitoring	39,004	34,560	29,600	12,000	7,659	155,239	77,620	(461)	1%	101%
7108.6	IEUA - PBHSP - Outside Pro	-	10,000	-	-	-	18,933	9,466	534	69%	95%
7109.3	Recharge & Well Monitoring - Engineering Serv.	1,000	6,000	8,000	4,000	-	20,162	20,162	5,066	9%	80%
7202.2	Comp Recharge - Engineering Services	7,507	4,700	4,700	7,507	4,700	51,442	51,442	40,199	14%	56%
7303	OBMP - Engineering Services - Desalters	813	813	813	813	813	4,860	4,860	4,860	0%	50%
7402	OBMP - Engineering Services - MZ1	5,000	6,500	5,500	6,500	6,500	104,572	104,572	338	61%	100%
7402.1	OBMP - Engineering Services - Northwest MZ1	399,568	342,632	351,117	83,120	87,500	1,739,617	1,736,617	(35,200)	2%	102%
7403	OBMP - Contract Services - MZ1	-	-	-	-	-	-	-	10,000	0%	0%
7502	OBMP - Engineering Services - WQC	10,395	21,360	8,930	5,705	5,000	67,038	67,038	874	21%	96%
7510	IEUA - Update Recycled Water Permit - Salinity	45,000	45,000	45,000	45,000	38,651	327,811	108,178	-	3%	100%
7602	Storage Management/Conjunctive Use	-	-	-	-	-	93,911	93,911	11,437	69%	89%
<b>Totals</b>		<b>\$ 755,816</b>	<b>\$ 760,940</b>	<b>\$ 674,790</b>	<b>\$ 364,126</b>	<b>\$ 365,541</b>	<b>\$ 4,805,620</b>	<b>\$ 4,414,783</b>	<b>\$ 109,668</b>	<b>14%</b>	<b>98%</b>

Note: Billed includes MWH Laboratory invoices paid directly by Watermaster.

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2018-19CBWM\_Invoice\_Summary\_ISBM\_20190122-Projection Summary



Watermaster does not plan to present any Budget Transfers or Budget Amendments at this time for the Engineering Services.

The Fiscal Year 2018/19 Progress and Estimated Cost at Completion for the Period July 1, 2018 through

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program*



December 31, 2018 report from Wildermuth Environmental, Inc. is provided. Please access this link:

<https://cbwm.syncedtool.com/shares/file/2c5a4463b20ca2/?modal=1>

The third quarter ECAC report is scheduled to be issued early May 2019 for the period July 1, 2018 through March 31, 2019.

October 2018:

The first ECAC report for the current fiscal year has been provided for the period ending September 30, 2018 and shows a projected under budget at fiscal year-end June 30, 2019 of \$68,057.

The first quarter ECAC report (for the months July 2018 – September 2018) is listed below:

**Attachment 1a**  
**Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2018/19**  
**As of September 30, 2018**

Acct #	Description	Original Budget	Revised Budget	Billed Jul-18	Billed Aug-18	Billed Sep-18	Projected Oct-18	Projected Nov-18	Projected Dec-18	Projected Jan-19
6906	OBMP Engineering	\$ 507,374	\$ 507,374	\$ 36,022	\$ 29,590	\$ 24,251	\$ 58,796	\$ 60,882	\$ 49,233	\$ 50,297
6906.1	OBMP - Watermaster Model Applications	58,544	58,544	-	-	-	6,000	9,757	19,515	19,515
6906.9	2018 RMPU Recharge Master Update	54,396	54,396	26,984	27,194	2,916	-	-	-	-
6906.26	2019 OBMP Update	158,872	158,872	-	-	5,755	14,789	17,291	17,291	17,291
6906.73	2020 Safe Yield Recalculation	406,884	406,884	-	21,661	16,166	7,098	-	-	60,326
6906.21	State of the Basin Report	158,423	158,423	-	-	3,468	22,000	19,000	18,000	16,000
6906.27	IEUA - HCP Meetings and Technical Review	17,810	17,810	-	-	-	-	-	3,000	3,000
6906.15	IEUA - Integrated Model Meetings and Technical	19,960	19,960	2,360	2,647	7,114	4,296	2,500	2,500	2,500
7103.3	GW and SW Quality - Engineering Services	199,243	199,243	19,277	24,783	27,251	34,275	13,475	9,050	7,575
7103.5	GW and SW Quality - Laboratory Services	62,884	62,884	1,634	18,212	11,761	11,242	2,000	1,050	2,132
7104.3	GW Level - Engineering Services	240,328	240,328	8,399	12,464	22,193	18,894	25,194	25,532	14,424
7104.8	GW Level - Contract Services	10,000	10,000	-	-	-	-	5,000	-	-
7104.90	GW Level - Capital Services	8,000	8,000	-	-	972	-	1,000	-	2,700
7107.2	Ground Level - Engineering Services	71,789	96,611	4,488	3,593	2,692	7,691	4,500	5,800	9,476
7107.3	Ground Level - SAR Imagery	86,632	86,632	12,000	-	-	-	-	-	18,632
7107.6	Ground Level - Contract Services	71,500	92,227	9,371	-	-	-	-	-	-
7107.8	Ground Level - Capital Equipment	12,692	12,692	-	-	-	170	1,000	1,000	1,000
7108.31	IEUA - Prado Basin Habitat Monitoring	77,159	77,159	-	184	921	3,400	17,950	40,000	24,250
7108.6	IEUA - PBHSP - Outside Pro	10,000	10,000	-	8,933	-	-	-	10,000	-
7109.3	Recharge & Well Monitoring - Engineering Serv.	25,248	25,248	-	1,448	-	-	2,000	2,000	2,000
7202.2	Comp Recharge - Engineering Services	91,640	91,640	2,011	2,060	8,854	650	7,007	4,200	4,200
7303	OBMP - Engineering Services - Desalters	9,760	9,760	-	-	-	-	813	813	813
7402	OBMP - Engineering Services - MZ1	104,910	104,910	24,826	22,200	17,059	3,362	500	500	2,000
7402.1	OBMP - Engineering Services - Northwest MZ1	173,138	1,703,417	1,620	5,160	19,923	16,200	43,129	111,200	133,000
7403	OBMP - Contract Services - MZ1	10,000	10,000	-	-	-	-	-	-	-
7502	OBMP - Engineering Services - WOC	87,912	87,912	856	1,416	15,950	10,500	-	-	7,222
7510	IEUA - Update Recycled Water Permit - Salinity	89,353	108,178	-	-	3,751	22,000	35,000	45,000	45,000
7602	Storage Management/Conjunctive Use	105,348	105,348	49,881	18,396	25,634	-	-	-	-
<b>Totals</b>		<b>\$ 2,929,798</b>	<b>\$ 4,524,451</b>	<b>\$ 199,728</b>	<b>\$ 199,943</b>	<b>\$ 216,630</b>	<b>\$ 241,363</b>	<b>\$ 267,999</b>	<b>\$ 365,684</b>	<b>\$ 443,353</b>

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2018-19CBWM\_Invoice\_Summary\_ISBM\_1st Qtr Forecast--Projection Summary



*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program*

**Attachment 1a**  
**Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2018/19**  
**As of September 30, 2018**

Acct #	Description	Projected Feb-19	Projected Mar-19	Projected Apr-19	Projected May-19	Projected Jun-19	Total Projected	Less IEUA Portion of Cost Share			
								Total Projected	Under / (Over) Rev. Budget	YTD % Billed Rev. Budget	Projected % Rev. Budget
6906	OBMP Engineering	\$ 41,197	\$ 49,397	\$ 41,100	\$ 36,900	\$ 36,900	\$ 514,565	\$ 514,565	\$ (7,191)	18%	101%
6906.1	OBMP - Watermaster Model Applications	3,757	-	-	-	-	58,544	58,544	-	0%	100%
6906.9	2018 RMPU Recharge Master Update	-	-	-	-	-	57,095	57,095	(2,699)	105%	105%
6906.26	2019 OBMP Update	17,291	17,291	17,291	17,291	17,291	158,872	158,872	-	4%	100%
6906.73	2020 Safe Yield Recalculation	60,326	60,326	60,326	60,326	60,326	406,884	406,884	-	9%	100%
6906.21	State of the Basin Report	12,000	11,000	20,000	21,000	15,955	158,423	158,423	-	2%	100%
6906.27	IEUA - HCP Meetings and Technical Review	3,000	3,000	3,000	3,000	3,000	21,000	10,500	7,310	0%	59%
6906.15	IEUA - Integrated Model Meetings and Technical	2,500	2,500	2,500	2,500	2,500	36,417	18,209	1,752	61%	91%
7103.3	GW and SW Quality - Engineering Services	22,593	20,000	5,925	8,594	20,708	213,505	213,505	(14,262)	36%	107%
7103.5	GW and SW Quality - Laboratory Services	-	1,050	2,132	-	1,050	52,263	52,263	10,621	50%	83%
7104.3	GW Level - Engineering Services	22,577	23,932	14,052	22,121	24,668	234,450	234,450	5,878	18%	96%
7104.8	GW Level - Contract Services	-	-	-	5,000	-	10,000	10,000	-	0%	100%
7104.9	GW Level - Capital Services	-	-	-	4,000	-	8,672	8,672	(672)	12%	105%
7107.2	Ground Level - Engineering Services	10,976	8,976	14,543	7,800	10,276	90,809	90,809	5,802	11%	94%
7107.3	Ground Level - SAR Imagery	-	56,000	-	-	-	86,632	86,632	-	14%	100%
7107.6	Ground Level - Contract Services	4,950	4,950	37,000	15,000	20,956	92,227	92,227	-	10%	100%
7107.8	Ground Level - Capital Equipment	1,000	1,000	1,000	1,000	1,000	8,170	8,170	4,522	0%	64%
7108.31	IEUA - Prado Basin Habitat Monitoring	27,820	22,078	12,600	5,500	500	155,202	77,601	(442)	1%	101%
7108.6	IEUA - PBHSP - Outside Pro	-	-	-	-	-	18,933	9,466	534	89%	95%
7109.3	Recharge & Well Monitoring - Engineering Serv.	1,000	6,000	6,000	4,000	-	24,448	24,448	800	6%	97%
7202.2	Comp Recharge - Engineering Services	7,007	4,200	4,200	7,007	4,200	55,596	55,596	36,044	14%	61%
7303	OBMP - Engineering Services - Desalters	813	813	813	813	813	6,507	6,507	3,253	0%	67%
7402	OBMP - Engineering Services - MZ1	5,500	6,000	5,500	6,000	6,500	99,948	99,948	4,962	61%	95%
7402.1	OBMP - Engineering Services - Northwest MZ1	1,231,420	35,618	31,700	45,900	38,720	1,713,590	1,713,590	(10,173)	2%	101%
7403	OBMP - Contract Services - MZ1	-	-	-	-	-	-	-	10,000	0%	0%
7502	OBMP - Engineering Services - WQC	10,395	21,360	8,900	5,705	5,000	87,335	87,335	577	21%	99%
7510	IEUA - Update Recycled Water Permit - Salinity	40,000	35,000	35,000	35,000	32,050	327,801	108,174	4	3%	100%
7602	Storage Management/Conjunctive Use	-	-	-	-	-	93,911	93,911	11,437	89%	89%
<b>Totals</b>		<b>\$ 1,526,122</b>	<b>\$ 390,492</b>	<b>\$ 323,612</b>	<b>\$ 314,457</b>	<b>\$ 302,414</b>	<b>\$ 4,791,796</b>	<b>\$ 4,456,394</b>	<b>\$ 68,057</b>	<b>14%</b>	<b>98%</b>

Note: Billed includes MWH Laboratory invoices paid directly by Watermaster.

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Watermaster does not plan to present any Budget Transfers or Budget Amendments at this time.

The Fiscal Year 2018/19 Progress and Estimated Cost at Completion for the Period July 1, 2018 through September 30, 2018 report from Wildermuth Environmental, Inc. is provided. Please access this link:

<https://cbwm.syncedtool.com/shares/file/f76c63c4c92aa9/?modal=1>

The second ECAC report is scheduled to be issued in mid-February 2019 for the period July 1, 2018 through December 31, 2018.

July 2018:

The breakdown of the total Task Order amount of \$2,929,798 includes direct labor costs for Wildermuth Environmental, Inc. (87.2%) along with other direct charges such as equipment rental, laboratory fees, travel costs, reproduction costs, and outside professional services (12.8%).

The approved "Original" Engineering Services budget of \$2,929,798 was increased by "Carry Over" funding in the amount of \$1,594,653 to the "Amended" amount of \$4,524,451 for FY 2018/19 as provided in the Engineering Services Task Order. All of the "Carry Over" funding is for projects or activities that have bridged previous fiscal years and are expected to be completed in the FY 2018/19 timeframe or future years. The Carry-Over amount of \$1,594,653 from FY 2017/18 to the FY 2018/19 budget are provided in detail as follows:

1. 7107.2 Ground-Level - Engineering Services of \$24,822. The Watermaster's Subsidence Management Plan includes a "long-term pumping test" in the Managed Area to test the Guidance Level that was budgeted for in FY 2017/18. The test was not performed in FY 2017/18. This carryover budget will support the monitoring of injection, production, groundwater levels, and ground motion associated with the test, if it is performed in FY 2018/19.
2. 7107.6 Ground-Level - Contract Services of \$20,727. The Watermaster's Subsidence Management Plan includes a "long-term pumping test" in the Managed Area to test the Guidance Level that was

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budgeted for in FY 2017/18. The test was not performed in FY 2017/18. This carryover budget will support the monitoring of injection, production, groundwater levels, and ground motion associated with the test, if it is performed in FY 2018/19.

3. 7402.1 OBMP Engineering Services Northwest MZ-1 for \$1,530,279. The installation of the Pomona Extensometer has been delayed until FY 2018/19 and the monitoring program in Northwest MZ-1 has not yet been fully implemented. The carryover request will support the efforts to drill, construct, equip, test, and document the installation of the Pomona Extensometer, and complete the installation of the monitoring network in Northwest MZ-1.
4. 7510 IEUA - Update Recycled Water Permit-Salinity for \$18,825. The Salinity Management effort is a 2.5-year project and is being cost shared with IEUA. FY 2017/18 was the first year of implementation. The unspent budget in FY 2017/18 is necessary to complete the total project.

#### PRADO BASIN HABITAT SUSTAINABILITY PROGRAM

##### **Ongoing Costs**

Program costs that are ongoing (Ongoing Costs) will be cost-shared between Watermaster and IEUA, split on a 50/50 basis, subject to the following limitation: in each fiscal year, neither Watermaster nor IEUA shall be obligated to reimburse the other for Ongoing Costs that exceed the amount that the reimbursing party has budgeted for Ongoing Costs in that fiscal year, except as agreed upon by both parties in writing or as amended during the fiscal year. The first year expenses (FY 2016/17) to be cost shared were approximately \$300,000, with projected future years (FY 2017/18 and forward) estimated at approximately \$150,000. For the purposes of the agreement, Ongoing Costs are defined as the costs associated with the following Program activities:

1. A Riparian Habitat Monitoring Program, including, but not limited to, the following sub-tasks:
  - a. Design and implement a site-specific vegetation monitoring program with the United States Bureau of Reclamation (USBR) and Orange County Water District, pursuant to which USBR will perform site-specific vegetation surveys.
  - b. Manage and perform custom flight to collect a high resolution air photo of the Prado Basin Region.
  - c. Collect, check, and upload historical air photos and vegetation survey data in the Prado Basin region.
  - d. Collect, check, and upload historical Landsat data in the Prado Basin region.
2. A Climate Monitoring Program, including, but not limited to, the following sub-task:
  - a. Collect, check, and upload climatic data on an annual basis
3. Preparation of the AMP Annual Report (Annual Report), including, but not limited to, the following sub-tasks:
  - a. Water level monitoring, vegetation survey, photo monitoring, landsat data, climate data and analysis of the components.
  - b. Analyze data and prepare an administrative draft of the Annual Report for Watermaster/IEUA.
  - c. Incorporate the Watermaster and IEUA comments and prepare a draft Annual Report for review by the PBHSC.
  - d. Meet with PBHSC to review draft Annual Report.
  - e. Incorporate PBHSC comments and finalize the Annual Report.
4. Annual license fees for monitoring wells.
5. Project management and administration activities associated with the Program undertaken by a Party's consultant, including, but not limited to, the following sub-tasks:
  - a. Ad-Hoc Meetings
  - b. Preparation of scope and budget for the Program
  - c. Project administration and financial reporting

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6. Other costs required to fulfill the requirements of Peace II Subsequent EIR mitigation measure 4.4-3. Watermaster shall be responsible for the costs associated with the Groundwater Level Monitoring Program, Groundwater Quality Monitoring Program, and Surface Water Monitoring Program.

Watermaster and IEUA shall each have responsibility for its own administrative costs, excluding the tasks and expenses included under Set-Up Costs and Ongoing Costs.

Watermaster and IEUA will meet to review the cost-sharing structure under this agreement and negotiate necessary adjustments in good faith on at least an annual basis.

The Peace II SEIR does not explicitly state a duration for the monitoring and mitigation program. It is logical to assume that the program will last until the drawdown impacts, if any, on the riparian habitat from Peace II activities are fully manifested and not predicated to worsen, and that mitigation measures, if any are required, are fully implemented. This is not a perpetual agreement. Upon termination of the monitoring and any necessary mitigation obligations, the parties may elect to terminate the cost share agreement.

	Wildermuth Environmental, Inc.	50% Billing "TO" IEUA	50% Billing "FROM" IEUA	Costs For Watermaster
Jul. 2018 - Apr. 2019	\$ 121,585.50	\$ (60,792.75)	\$ -	\$ 60,792.75
<b>Totals</b>	<b>\$ 121,585.50</b>	<b>\$ (60,792.75)</b>	<b>\$ -</b>	<b>\$ 60,792.75</b>
	7108.31	7108.31	7108.31	
<b>Maximum Costs</b>	<b>\$ 174,318.00</b>	<b>\$ 87,159.00</b>	<b>\$ 87,159.00</b>	<b>\$ 87,159.00</b>

PREVIOUSLY REPORTED ACTIONS (Descending Order)  
None:

OTHER INCOME AND EXPENSE

There were no other significant items to report within the category of Other Income and Expenses for the month ending April 30, 2019.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

July 2018:

Per section VI.D.3 of the Groundwater Storage Program Funding Agreement No. 49960 in the Chino Basin with The Metropolitan Water District of Southern California, the FY 2018/19 annual administrative fee invoice was issued on July 6, 2018 in the amount of \$167,712.36 under invoice number 2018-DYY. Payment in the amount of \$167,712.36 was received and deposited on August 7, 2018.

"CARRY OVER" FUNDING  
BACKGROUND OF "CARRY OVER" FUNDING

Once the FY 2017/18 period as of June 30, 2018 was closed, the amount of unfinished capital projects and related engineering costs was calculated and the "Carry Over" funding amount was added to the current FY 2018/19 budget. The Total "Carry Over" funding amount of \$4,728,140.07 was posted to the accounts as of July 1, 2018. The total amount of \$4,728,140.07 consisted of \$3,068,940.82 from Capital Improvement Projects, \$1,594,653.00 from Engineering Services, and \$64,546.25 from Administration Services (\$3,068,940.82 + \$1,594,653.00 + \$64,546.25 = \$4,728,140.07).

CURRENT MONTH – APRIL 2019

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program*

As of April 30, 2019, the total (YTD) amount remaining of the "Carried Over" funding is \$1,663,636.53 (\$4,728,140.07 - \$3,064,503.54 = \$1,663,636.53).

The following details are provided:

"Carried Over" Expenses At June 30, 2018

			GL Account		
Blomquist Report - Update	\$ 7,500.00	A	6061.6	FY 2017/18	ADMIN
Grd Level - MVWD SCADA Reimbursement	\$ 57,046.25	B	7107.63	FY 2017/18	ADMIN
Ground Level - Engineering Services	\$ 24,822.00	C	7107.2 <sup>2</sup>	FY 2017/18	ENG
Ground Level - Contract Services	\$ 20,727.00	D	7107.6 <sup>3</sup>	FY 2017/18	ENG
PE4 - Northwest MZ-1 Area Project	\$ 1,530,279.00	E	7402.1 <sup>4</sup>	FY 2017/18	ENG
PE6&7-IEUA Salinity Mgmt. Plan	\$ 18,825.00	F	7510 <sup>5</sup>	FY 2017/18	ENG
Jurupa Pumping Station (TO #5)	\$ 37,981.33	G	7209.1 <sup>1</sup>	FY 2013/14	PROJ
Wineville Basin Proof of Concept (TO #6)	\$ 35,397.53	H	7209.2 <sup>1</sup>	FY 2013/14	PROJ
RMPU Amendment (TO #1)	\$ 589,923.18	I	7690.15	FY 2016/17	PROJ
East Declaz Basin (TO #1)	\$ 1,171.33	J	7690.16 <sup>1</sup>	FY 2016/17	PROJ
Hickory Basin Recharge Improvement Project	\$ 3,877.00	K	7690.3 <sup>1</sup>	FY 2013/14	PROJ
San Sevaine Recharge Improvement Project (TO #8)	\$ 106,590.18	L	7690.4	FY 2014/15	PROJ
San Sevaine Recharge Improvement Project (TO #8)	\$ 1,126,900.00	L	7690.4	FY 2015/16	PROJ
San Sevaine Recharge Improvement Project (TO #8)	\$ 1,065,600.00	L	7690.4	FY 2016/17	PROJ
CB20 Turnout Noise Abatement Project	\$ 859.80	M	7690.5 <sup>1</sup>	FY 2013/14	PROJ
GWR SCADA Upgrades (TO #4)	\$ 36,615.05	N	7690.61	FY 2014/15	PROJ
GWR SCADA Upgrades (TO #4)	\$ 38,675.00	N	7690.61	FY 2015/16	PROJ
Upper Santa Ana River HCP (TO #7)	\$ 15,062.88	O	7690.7	FY 2014/15	PROJ
Upper Santa Ana River HCP (TO #7)	\$ 5,000.00	O	7690.7	FY 2015/16	PROJ
Lower Day Basin RMPU (TO #2)	\$ 5,287.54	P	7690.8	FY 2016/17	PROJ
<b>Total Balance, June 30, 2018</b>	<b>\$ 4,728,140.07</b>				

"Carried Over" Balance, July 1, 2018	\$	4,728,140.07			
Less: (Invoices Received To Date FY 2018/19)					
Grd Level - MVWD SCADA Reimbursement	\$	(52,332.95)	B	7107.63	
Ground Level - Engineering Services	\$	(24,822.00)	C	7107.2 <sup>2</sup>	
Ground Level - Contract Services	\$	(20,727.00)	D	7107.6 <sup>3</sup>	
PE4 - Northwest MZ-1 Area Project	\$	(1,530,279.00)	E	7402.1 <sup>4</sup>	
PE6&7-IEUA Salinity Mgmt. Plan	\$	(18,825.00)	F	7510 <sup>5</sup>	
Jurupa Pumping Station (TO #5)	\$	(37,981.33)	G	7209.1 <sup>1</sup>	Budget Transfer T-18-07-01 (OUT)
Wineville Basin Proof of Concept (TO #6)	\$	(35,397.53)	H	7209.2 <sup>1</sup>	Budget Transfer T-18-07-01 (OUT)
RMPU Amendment (TO #1)	\$	690,258.97	I	7690.15	Budget Transfer T-18-07-01 (IN)
RMPU Amendment (TO #1)	\$	(1,223,387.58)	I	7690.15	Invoices Paid
Hickory Basin Recharge Improvement Project	\$	(3,877.00)	K	7690.3 <sup>1</sup>	Budget Transfer T-18-07-01 (OUT)
San Sevaine Recharge Improvement Project (TO #8)	\$	(106,590.18)	L	7690.4	Budget Transfer T-18-07-01 (OUT)
San Sevaine Recharge Improvement Project (TO #8)	\$	(1,126,900.00)	L	7690.4	Budget Transfer T-18-07-01 (OUT)
San Sevaine Recharge Improvement Project (TO #8)	\$	(1,065,600.00)	L	7690.4	Budget Transfer T-18-07-01 (OUT)
CB20 Turnout Noise Abatement Project	\$	(859.80)	M	7690.5 <sup>1</sup>	Budget Transfer T-18-07-01 (OUT)
GWR SCADA Upgrades (TO #4)	\$	(29,590.05)	N	7690.61	
Lower Day Basin RMPU (TO #2)	\$	414,540.85	P	7690.8	Budget Transfer T-18-07-01 (IN)
Lower Day Basin RMPU (TO #2)	\$	(164,539.96)	P	7690.8	Invoices Paid
Funds on Hold for Projects	\$	1,272,406.02	Q	7690.9	Budget Transfer T-18-07-01 (IN)
<b>Updated Balance as of April 30, 2019</b>	<b>\$</b>	<b>1,663,636.53</b>			

<sup>1</sup> Project completed with funds available for (1) reallocation to another project, (2) paydown debt service, (3) maintain as extra funding, or (4) distribution to the Appropriate Pool as a credit through the Assessment invoicing.

<sup>2</sup> Engineering work not completed in FY 2017/18 to perform ground level surveys for the long-term pumping test.

<sup>3</sup> Outside professionals work not completed in FY 2017/18 to perform ground level surveys for the long-term pumping test.

<sup>4</sup> Work not completed in FY 2017/18 for installation of the Pomona extensometer and monitoring program for the Northwest MZ-1 area.

<sup>5</sup> Watermaster's portion of the unused FY 2017/18 budget to finalize the 2.5 year project to Update Recycled Water Permit with IEUA.

Updated Balance as of April 30, 2019

Blomquist Report - Update	\$	7,500.00	A	6061.6	FY 2017/18	ADMIN
Grd Level - MVWD SCADA Reimbursement	\$	4,713.30	B	7107.63	FY 2017/18	ADMIN
Ground Level - Engineering Services	\$	-	C	7107.2 <sup>2</sup>	FY 2017/18	ENG
Ground Level - Contract Services	\$	-	D	7107.6 <sup>3</sup>	FY 2017/18	ENG
PE4 - Northwest MZ-1 Area Project	\$	-	E	7402.1 <sup>4</sup>	FY 2017/18	ENG
PE6&7-IEUA Salinity Mgmt. Plan	\$	-	F	7510 <sup>5</sup>	FY 2017/18	ENG
Jurupa Pumping Station (TO #5)	\$	-	G	7209.1 <sup>1</sup>	FY 2013/14	PROJ
Wineville Basin Proof of Concept (TO #6)	\$	-	H	7209.2 <sup>1</sup>	FY 2013/14	PROJ
RMPU Amendment (TO #1)	\$	56,794.57	I	7690.15	FY 2016/17	PROJ
East Declaz Basin (TO #1)	\$	1,171.33	J	7690.16 <sup>1</sup>	FY 2016/17	PROJ
Hickory Basin Recharge Improvement Project	\$	-	K	7690.3 <sup>1</sup>	FY 2013/14	PROJ
San Sevaine Recharge Improvement Project (TO #8)	\$	-	L	7690.4	FY 2014/15	PROJ
San Sevaine Recharge Improvement Project (TO #8)	\$	-	L	7690.4	FY 2015/16	PROJ
San Sevaine Recharge Improvement Project (TO #8)	\$	-	L	7690.4	FY 2016/17	PROJ
CB20 Turnout Noise Abatement Project	\$	-	M	7690.5 <sup>1</sup>	FY 2013/14	PROJ
GWR SCADA Upgrades (TO #4)	\$	7,025.00	N	7690.61	FY 2014/15	PROJ
GWR SCADA Upgrades (TO #4)	\$	38,675.00	N	7690.61	FY 2015/16	PROJ
Upper Santa Ana River HCP (TO #7)	\$	15,062.88	O	7690.7	FY 2014/15	PROJ
Upper Santa Ana River HCP (TO #7)	\$	5,000.00	O	7690.7	FY 2015/16	PROJ
Lower Day Basin RMPU (TO #2)	\$	255,288.43	P	7690.8	FY 2016/17	PROJ
Funds on Hold for Projects	\$	1,272,406.02	Q	7690.9	Budget Transfer T-18-07-01 (IN)	
<b>Updated Balance as of April 30, 2019</b>	<b>\$</b>	<b>1,663,636.53</b>				

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program*

**ADMINISTRATION SERVICES:**

Unspent funds related to ongoing projects and associated activities from the Administration Services budget from FY 2017/18 in several accounts totaling \$64,546.25 were "Carried Over" into the current FY 2018/19 budget. These funds were from the Blomquist Report-Update [A] in the amount of \$7,500 in account (6061.6); and Ground Level – MVWD SCADA Reimbursement [B] in the amount of \$57,046.25 in account (7107.63).

**ENGINEERING SERVICES:**

Unspent funds related to ongoing projects and associated activities from the Engineering Services budget from FY 2017/18 in several accounts totaling \$1,594,653 were "Carried Over" into the current FY 2018/19 budget. These funds were from the Ground Level - Engineering Services [C] in the amount of \$24,822 in account (7107.2); Ground Level - Contract Services [D] in the amount of \$20,727 in account (7107.6); PE4 – Northwest MZ-1 Area Project [E] in the amount of \$1,530,279 in account (7402.1); and PE6&7-IEUA Salinity Management Plan [F] in the amount of \$18,825 in account (7510).

**COMPLETED PROJECTS WITH FUNDING AVAILABLE:**

Several projects were completed during FY 2017/18 or in prior years and have remaining funds available to be either (1) reallocated to other project(s) that need additional funding, (2) keep amounts on reserve for future Capital Improvement Projects, (3) pay down the debt service; or (4) refunded back to the Appropriative Pool when the Assessment package is invoiced. The funding amounts available are as follows: Jurupa Pumping Station [G] in the amount of \$37,981.33 (account 7209.1); Wineville Basin Proof of Concept [H] in the amount of \$35,397.53 (account 7209.2); East Declez Basin [J] in the amount of \$1,171.33 (account 7690.16); Hickory Basin Recharge Improvement Project [K] in the amount of \$3,877.00 (account 7690.3); and CB20 Turnout Noise Abatement Project [M] in the amount of \$859.80 (account 7690.5). The total amount available is \$79,286.99 (\$37,981.33 + \$35,397.53 + \$1,171.33 + \$3,877.00 + \$859.80 = \$79,286.99).

**ONGOING RECHARGE IMPROVEMENT PROJECTS:**

The RMPU Amendment-Task Order #1 [I] has a remaining budget from FY 2016/17 of \$589,923.18 in account (7690.15); the San Sevaine Recharge Improvement Project-Task Order #8 [L] has a remaining funded budget balance of \$2,299,090.18 in account (7690.4); the GWR SCADA Upgrades-Task Order #4 [N] has a remaining funded budget balance of \$75,290.05 in account (7690.61); the Upper Santa Ana River HCP-Task Order #7 [O] has a remaining funded balance of \$20,062.88 in account (7690.7); and the Lower Day Basin RMPU-Task Order #2 [P] has a remaining funded budget balance of \$5,287.54 in account (7690.8). The total funded budget for these combined projects is \$2,989,653.83.

As invoices are received from the vendors and booked against these items listed above, the "Carried Over" balance will be reduced throughout the current fiscal year. At August 31, 2019, any remaining balances of the FY 2018/19 and prior years funding (if any), along with any new FY 2018/19 expenses, will then be "Carried Over" into the FY 2019/20 budget.

**AUDIT FIELD WORK**

**FY 2018/19:**

The auditors from the audit firm of Fedak & Brown LLP were at Watermaster on May 28, 2019 for an onsite visit at the Watermaster office. This was the start of the interim field work for the period of July 1, 2018 through April 30, 2019. The final field work for the period of May 1, 2019 through June 30, 2019 has been scheduled for the week of August 26, 2019. The Annual Financial and Audit Reports are scheduled for presentation to the Watermaster Board by Fedak & Brown LLP at the October 24, 2019 Board meeting. The Annual Financial and Audit Reports for FY 2018/19 are scheduled for posting to the Watermaster website no later than October 31, 2019.

**PREVIOUSLY REPORTED ACTIONS (Descending Order)**

March 31, 2019:

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program*

FY 2018/19:

The auditors from the audit firm of Fedak & Brown LLP are scheduled for an onsite visit at the Watermaster office during the first part of June 2019. A definite time has not been determined by the audit firm. This will be the start of the interim field work for the period of July 1, 2018 through April 30, 2019. The final field work for the period of May 1, 2019 through June 30, 2019 will be scheduled for the week of August 26, 2019. The Annual Financial and Audit Reports are scheduled for presentation to the Watermaster Board by Fedak & Brown LLP at the October 24, 2019 Board meeting. The Annual Financial and Audit Reports for FY 2018/19 are scheduled for posting to the Watermaster website no later than October 31, 2019.

October 2018:

FY 2017/18:

The auditors from the audit firm of Fedak & Brown LLP were onsite at the Watermaster offices on April 17, 2018. This was the start of the interim field work for the period of July 1, 2017 through February 28, 2018. The final field work for the period of March 1, 2018 through June 30, 2018 was completed during August 7, 2018 through August 8, 2018. The Annual Financial and Audit Reports were presented to the Watermaster Board by Fedak & Brown LLP at the October 25, 2018 Board meeting. The Annual Financial and Audit Reports for FY 2017/18 were posted to the Watermaster website on the afternoon of October 25, 2018.

FY 2018/19 EXHIBIT "G" NON-AGRICULTURAL POOL SALE OF WATER

The invoice to the one Appropriator (Jurupa Community Services District) who purchased Exhibit "G" water from the Overlying (Non-Agricultural) Pool members was issued on March 31, 2019 totaling \$131,000. Payment was received on April 9, 2019 from Jurupa Community Services District. Upon the payment clearing the bank, final payment to the three Overlying (Non-Agricultural) Pool members were issued on May 3, 2019.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

March 2019:

Pursuant to Exhibit "G" of the Restated Judgment, members of the Overlying (Non-Agricultural) Pool may annually transfer water to members of the Appropriative Pool through a Watermaster clearinghouse process. Watermaster purchases water from the Overlying (Non-Agricultural) Pool members, which Watermaster then transfers to the members of the Appropriative Pool based on the prescribed process. Members of the Appropriative Pool purchasing water through the process must complete their payments to Watermaster by June 30 of the fiscal year.

On November 28, 2018, Monte Vista Water District notified Watermaster of the availability of 38.542 acre-feet of water for purchase. On December 28, 2018 NRG California South LP notified Watermaster of the availability of 2,000 acre-feet of water for purchase. On December 29, 2018 California Speedway Corporation notified Watermaster of the availability of 925 acre-feet of water for purchase. The total volume offered by all three NAP members was 2,963.542 acre-feet. The purchase price was \$655.00 per acre-foot, which was approved by both the NAP and Appropriative Pool, and is a court-approved temporary substitution for the rate of 92% of MWD's Replenishment Rate. This was the amount of water available for purchase and the applicable rate in 2019 under Exhibit "G."

The invoice to the one Appropriator (Jurupa Community Services District) who purchased Exhibit "G" water from the Non-Agricultural Pool members was issued on March 31, 2019 totaling \$131,000. Upon receipt of payment from Jurupa Community Services District, and once the payment has cleared the bank, Watermaster will issue payments to the three Overlying (Non-Agricultural) Pool members as follows:



	Volume Made Available	% of Volume Made Available	Allocated 200.000 AF 200.000	Amount Payable
MVWD Non-Ag	38.542	1.30%	2.601	\$ 1,703.71
NRG CA South LP	2,000.000	67.49%	134.974	\$ 88,407.72
CA Speedway Corp.	925.000	31.21%	62.425	\$ 40,888.57
	<u>2,963.542</u>	<u>100.00%</u>	<u>200.000</u>	<u>\$ 131,000.00</u>

Water to be allocated pro-rata based on total volume of water made available - see Restated Judgment, Exhibit "G", ¶ 9 e

ASSESSMENT INVOICING

CURRENT MONTH – APRIL 2019

To date, all assessment invoice payments have been received. No Assessment activity for the month to report.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

January 2019:

The Non-Agricultural Pool approved a Special Assessment of \$35,000 for ongoing legal services during a Confidential Session on January 10, 2019. The additional amount of \$35,000 was allocated based upon 2017-2018 actual production (same as the initial \$60,000 invoiced on November 15, 2018). The action of the Pool increased the FY 2018/19 budget (account 8567) from \$60,000 to \$95,000. Watermaster staff created and emailed the Special Assessment invoices on Monday, January 14, 2019. The Assessment invoices were due 30 days from invoice date, with all payments to be received by Watermaster on or before the close of business Thursday, February 14, 2019. As in prior years, payments could be made by either check, wire transfer, or ACH payment. To date, all payments have been received.

December 2018:

The Watermaster Board approved the FY 2018-2019 Assessment Package (Production Year 2017-2018) at the November 15, 2018 meeting. Watermaster staff created and emailed the Assessment invoices on Thursday, November 15, 2018 (Non-Agricultural Pool) and Friday, November 16, 2018 (Appropriative Pool). The Assessment invoices were due 30 days from invoice date, with all payments to be received by Watermaster on or before the close of business Monday, December 17, 2018. As in prior years, payments could be made by either check, wire transfer, or ACH payment.

As of December 17, 2018, all but one payment had been received. The one late payment from TAMCO in the amount of \$1,768.92 was received on January 15, 2019. Per the Judgment, a late payment fee of \$13.57 was assessed on January 15, 2019 and payment on the late fee was received by TAMCO on January 31, 2019.

November 2018:

The Watermaster Board approved the FY 2018-2019 Assessment Package (Production Year 2017-2018) at the November 15, 2018 meeting. Watermaster staff created and emailed the Assessment invoices on Thursday, November 15, 2018 (Non-Agricultural Pool) and Friday, November 16, 2018 (Appropriative Pool). The Assessment invoices were due 30 days from invoice date, with all payments to be received by Watermaster on or before the close of business Monday, December 17, 2018. As in prior years, payments could be made by either check, wire transfer, or ACH payment.

As of December 17, 2018, all but one payment had been received. The one late payment from TAMCO in the amount of \$1,768.92 has not been received as of the report date. Watermaster is in contact with the

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program*

representatives from TAMCO (now CMC Steel California), and they assure Watermaster that payment is being processed and will be issued. It appears that with the change in ownership from TAMCO to CMC Steel California, a delay in processing with the accounts payable office in Dallas resulted in the late payment. Upon receipt of the payment, a late payment invoice will be generated and issued to CMC Steel California.

Per the Judgment Section VI, 55 (c) Delinquency. Any delinquent assessment shall bear interest at 10% per annum (or such greater rate as shall equal the average current cost of borrowed funds to the Watermaster) from the due date thereof. Such delinquent assessment and interest may be collected in a show-cause proceeding herein instituted by the Watermaster, in which case the Court may allow Watermaster its reasonable costs of collection, including attorney's fees.

#### October 2018:

The Watermaster Board approved the FY 2018-2019 Assessment Package (Production Year 2017-2018) at the November 15, 2018 meeting. Watermaster staff created and emailed the Assessment invoices on Thursday, November 15, 2018 (Non-Agricultural Pool) and Friday, November 16, 2018 (Appropriative Pool). The Assessment invoices are due 30 days from invoice date, with all payments to be received by Watermaster on or before the close of business Monday, December 17, 2018. As in prior years, payments can be made by either check, wire transfer, or ACH payment.

This year's Assessment invoicing included the standard Assessment amounts per the Assessment Package, along with any Special Assessments and "Excess Cash Reserve" refund credits. The Appropriative Pool had a Special Assessment of \$75,000 as approved during the budgeting process. The \$75,000 was allocated to the Appropriative Pool members based upon a prorated formula of 50% Operating Safe Yield (OSY) and 50% physical production numbers from FY 2017/18.

The Non-Agricultural Pool had a Special Assessment of \$60,000 as approved during a Confidential Session on April 12, 2018. The \$60,000 was allocated to the Non-Agricultural Pool members based upon the actual production numbers from 2017/18.

For this fiscal year, there were no refunds due regarding the Excess Cash Reserve refunds to the Appropriative Pool members and the Non-Agricultural Pool members. The Excess Cash Reserve-Recharge Debt Payment refund of \$57,732 was refunded to the Appropriative Pool members based upon the pro rata share of FY 2017/18 Recharge Debt Assessments paid. The refunds were applied as credits on the Assessment invoices and allocated based upon last year's percentage of assessments paid.

#### September 2018:

The FY 2018/19 Assessment Package (Draft) was presented at Workshop #1 on Tuesday, October 23, 2018 at 1:00pm. Workshop #2 for the FY 2018/19 Assessment Package (Draft) was held on Tuesday, October 30, 2018 at 1:00pm.

The FY 2018/19 Assessment Package is scheduled for presentation to the Appropriative and Non-Agricultural Pools on Thursday, November 8, 2018 and to the Agricultural Pool on Tuesday, November 13, 2018. The FY 2018/19 Assessment Package will be presented to the Advisory Committee and Board on Thursday, November 15, 2018.

If the FY 2018/19 Assessment Package is approved by the Advisory Committee and adopted by the Board on Thursday, November 15, 2018, the Assessment invoices will be issued by Watermaster no later than Friday, November 16, 2018 with payment due 30-days after invoice date. Payments will be due to Watermaster on Monday, December 17, 2018. As past practice, payment can be made to Watermaster by either a wire transfer or check. Per the judgment, late fees could be assessed for any payment not received as of 5:00pm on Monday, December 17, 2018.

#### August 2018:

The FY 2018/19 Assessment Package (Draft) is scheduled for presentation at Workshop #1 on Tuesday, October 23, 2018 at 1:00pm. If needed, the FY 2018/19 Assessment Package (Draft) is also scheduled for presentation at Workshop #2 on Tuesday, October 30, 2018 at 1:00pm.

The FY 2018/19 Assessment Package is scheduled for presentation to the Pools on Thursday, November 8, 2018 and to the Advisory Committee and Board on Thursday, November 15, 2018.

If the FY 2018/19 Assessment Package is approved by the Advisory Committee and adopted by the Board on Thursday, November 15, 2018, the Assessment invoices will be issued by Watermaster no later than Friday, November 16, 2018 with payment due 30-days after invoice date. Payments will be due to Watermaster on Monday, December 17, 2018. As past practice, payment can be made to Watermaster by either a wire transfer or check. Per the judgment, late fees could be assessed for any payment not received as of 5:00pm on Monday, December 17, 2018.

To date, all assessment invoice payments have been received. No Assessment activity for the month to report.

#### ATTACHMENTS

1. Financial Report - B5

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	1/12th (8.33%) of the Total Budget				10/12th (83.34%) of the Total Budget				100% of the Total Budget			
	For The Month of April 2019				Year-To-Date as of April 30, 2019				Fiscal Year End as of June 30, 2019			
	Actual	Budget	\$ Over(Under)	% of Budget	Actual	Budget	\$ Over(Under)	% of Budget	Projected	Budget	\$ Over(Under)	% of Budget
<b>Income</b>												
4010 · Local Agency Subsidies	0.00	0.00	0.00	0.0%	167,712.36	167,712.00	0.36	100.0%	167,712.36	167,712.00	0.36	100.0%
4110 · Admin Asmnts-Approp Pool	0.00	0.00	0.00	0.0%	8,298,614.95	8,301,750.00	-3,135.05	99.96%	8,298,614.95	8,301,750.00	-3,135.05	99.96%
4120 · Admin Asmnts-Non-Agri Pool	0.00	0.00	0.00	0.0%	392,157.18	388,795.00	3,362.18	100.87%	392,157.18	388,795.00	3,362.18	100.87%
4700 · Non Operating Revenues	8.71	0.00	8.71	100.0%	163,791.80	47,977.00	115,814.80	341.4%	223,800.35	63,968.00	159,832.35	349.86%
4900 · Miscellaneous Income	121.00	0.00	121.00	100.0%	121.01	0.00	121.01	100.0%	121.01	0.00	121.01	100.0%
<b>Total Income</b>	<b>129.71</b>	<b>0.00</b>	<b>129.71</b>	<b>100.0%</b>	<b>9,022,397.30</b>	<b>8,906,234.00</b>	<b>116,163.30</b>	<b>101.3%</b>	<b>9,082,405.85</b>	<b>8,922,225.00</b>	<b>160,180.85</b>	<b>101.8%</b>
<b>Gross Profit</b>	<b>129.71</b>	<b>0.00</b>	<b>129.71</b>	<b>100.0%</b>	<b>9,022,397.30</b>	<b>8,906,234.00</b>	<b>116,163.30</b>	<b>101.3%</b>	<b>9,082,405.85</b>	<b>8,922,225.00</b>	<b>160,180.85</b>	<b>101.8%</b>
<b>Expense</b>												
6010 · Admin. Salary/Benefit Costs	95,600.60	88,632.00	6,968.60	107.86%	936,985.42	887,402.00	49,583.42	105.59%	1,122,759.58	1,062,695.00	60,064.58	105.65%
6020 · Office Building Expense	9,052.30	8,983.00	69.30	100.77%	90,177.22	93,783.00	-3,605.78	96.16%	111,378.08	112,399.00	-1,020.92	99.09%
6030 · Office Supplies & Equip.	2,773.53	1,450.00	1,323.53	191.28%	23,867.20	29,625.00	-5,757.80	80.56%	31,614.00	33,500.00	-1,886.00	94.37%
6040 · Postage & Printing Costs	2,271.45	3,617.00	-1,345.55	62.8%	34,129.99	38,285.00	-4,155.01	89.15%	45,692.38	47,142.00	-1,449.62	96.93%
6050 · Information Services	21,015.17	11,678.00	9,337.17	179.96%	141,580.03	145,350.00	-3,769.97	97.41%	164,154.24	168,656.00	-4,501.76	97.33%
6060 · Contract Services	1,185.56	0.00	1,185.56	100.0%	36,565.07	44,525.00	-7,959.93	82.12%	44,085.42	45,125.00	-1,039.58	97.7%
6070 · Watermaster Legal Services	35,197.34	13,000.00	22,197.34	270.75%	391,882.30	130,012.00	261,870.30	301.42%	441,286.39	156,015.00	285,271.39	282.85%
6080 · Insurance	822.00	0.00	822.00	100.0%	36,482.67	28,815.00	7,667.67	126.61%	37,547.67	30,315.00	7,232.67	123.86%
6110 · Dues and Subscriptions	280.00	150.00	130.00	186.67%	30,836.94	34,240.00	-3,403.06	90.06%	34,414.50	34,590.00	-175.50	99.49%
6140 · WM Admin Expenses	324.94	225.00	99.94	144.42%	2,005.50	2,250.00	-244.50	89.13%	2,332.83	2,350.00	-17.17	99.27%
6150 · Field Supplies	0.00	0.00	0.00	0.0%	1,262.23	1,462.00	-199.77	86.34%	1,430.94	1,550.00	-119.06	92.32%
6170 · Travel & Transportation	1,781.42	1,700.00	81.42	104.79%	15,710.67	20,115.00	-4,404.33	78.1%	22,442.09	24,170.00	-1,727.91	92.85%
6190 · Training, Conferences, Seminars	-241.46	2,565.00	-2,806.46	-9.41%	25,911.56	32,127.00	-6,215.44	80.65%	36,870.89	37,857.00	-986.11	97.4%
6200 · Advisory Comm - WM Board	2,388.63	4,158.00	-1,769.37	57.45%	32,813.92	39,319.00	-6,505.08	83.46%	44,982.36	47,539.00	-2,556.64	94.62%
6300 · Watermaster Board Expenses	13,633.07	13,415.00	218.07	101.63%	132,482.25	152,255.00	-19,772.75	87.01%	171,971.96	178,980.00	-7,008.04	96.08%
8300 · Appr PI-WM & Pool Admin	8,975.29	11,967.00	-2,991.71	75.0%	119,273.99	116,762.00	2,511.99	102.15%	155,798.92	140,552.00	15,246.92	110.85%
8400 · Agri Pool-WM & Pool Admin	3,103.71	5,418.00	-2,314.29	57.29%	33,710.48	51,340.00	-17,629.52	65.66%	57,986.73	62,054.00	-4,067.27	93.45%
8467 · Ag Legal & Technical Services	13,337.50	17,084.00	-3,746.50	78.07%	294,841.73	170,834.00	124,007.73	172.59%	370,314.39	205,000.00	165,314.39	180.64%
8470 · Ag Meeting Attend -Special	900.00	1,850.00	-950.00	48.65%	12,275.00	18,500.00	-6,225.00	66.35%	15,600.00	22,200.00	-6,600.00	70.27%
8471 · Ag Pool Expense	0.00	0.00	0.00	0.0%	14,018.00	67,500.00	-53,482.00	20.77%	14,018.00	85,000.00	-70,982.00	16.49%
8485 · Ag Pool - Misc. Exp. - Ag Fund	0.00	0.00	0.00	0.0%	0.00	300.00	-300.00	0.0%	0.00	400.00	-400.00	0.0%
8500 · Non-Ag PI-WM & Pool Admin	3,644.89	12,303.00	-8,658.11	29.63%	126,044.22	120,312.00	5,732.22	104.76%	182,856.09	144,837.00	38,019.09	126.25%
9400 · Depreciation Expense	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9500 · Allocated G&A Expenditures	-22,368.11	-34,935.00	12,566.89	64.03%	-188,182.96	-349,353.00	161,170.04	53.87%	-251,077.61	-419,223.00	168,145.39	59.89%
6900 · Optimum Basin Mgmt Plan	173,175.87	179,016.00	-5,840.13	96.74%	1,545,002.21	1,795,249.00	-250,246.79	86.06%	2,123,536.99	2,152,735.00	-29,198.01	98.64%
9501 · G&A Expenses Allocated-OBMP	4,130.22	10,044.00	-5,913.78	41.12%	38,782.40	100,444.00	-61,661.60	38.61%	58,747.39	120,532.00	-61,784.61	48.74%
7101 · Production Monitoring	5,080.52	5,489.00	-408.48	92.56%	50,434.29	54,145.00	-3,710.71	93.15%	55,618.62	64,875.00	-9,256.38	85.73%
7102 · In-line Meter Installation	0.00	31,700.00	-31,700.00	0.0%	0.00	316,779.00	-316,779.00	0.0%	0.00	380,107.00	-380,107.00	0.0%
7103 · Grdwtr Quality Monitoring	11,169.24	22,384.00	-11,214.76	49.9%	212,960.21	279,835.00	-66,874.79	76.1%	249,510.24	324,329.00	-74,818.76	76.93%
7104 · Gdwtr Level Monitoring	26,942.61	27,877.00	-934.39	96.65%	262,632.07	278,042.00	-15,409.93	94.46%	320,792.77	333,553.00	-12,760.23	96.17%
7105 · Sur Wtr Qual Monitoring	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
7106 · Wtr Level Sensors Installation	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
7107 · Ground Level Monitoring	60,076.18	19,583.00	40,493.18	306.78%	188,278.76	363,701.25	-175,422.49	51.77%	370,014.28	424,094.25	-54,079.97	87.25%

P53

	1/12th (8.33%) of the Total Budget				10/12th (83.34%) of the Total Budget				100% of the Total Budget			
	For The Month of April 2019				Year-To-Date as of April 30, 2019				Fiscal Year End as of June 30, 2019			
	Actual	Budget	\$ Over(Under)	% of Budget	Actual	Budget	\$ Over(Under)	% of Budget	Projected	Budget	\$ Over(Under)	% of Budget
7108 · Hydraulic Control Monitoring	16,038.40	10,324.00	5,714.40	155.35%	70,906.49	104,610.00	-33,703.51	67.78%	85,663.34	120,704.00	-35,040.66	70.97%
7109 · Recharge & Well Monitoring Prog	1,122.00	2,104.00	-982.00	53.33%	5,854.80	21,040.00	-15,185.20	27.83%	19,345.20	25,248.00	-5,902.80	76.62%
7200 · PE2- Comp Recharge Pgm	6,211.89	306,332.00	-300,120.11	2.03%	979,946.19	1,309,158.00	-329,211.81	74.85%	1,333,003.68	1,334,437.00	-1,433.32	99.89%
7300 · PE3&5-Water Supply/Desalte	0.00	1,765.00	-1,765.00	0.0%	1,474.40	17,467.00	-15,992.60	8.44%	19,423.20	20,934.00	-1,510.80	92.78%
7400 · PE4- Mgmt Plan	21,918.52	17,550.00	4,368.52	124.89%	1,820,474.41	1,825,681.00	-5,206.59	99.72%	1,836,996.00	1,842,746.00	-5,750.00	99.69%
7500 · PE6&7-CoopEfforts/SaltMgmt	6,311.91	15,662.00	-9,350.09	40.3%	89,633.91	175,320.00	-85,686.09	51.13%	196,626.25	206,603.00	-9,976.75	95.17%
7600 · PE8&9-StorageMgmt/Conj Use	580.55	3,168.00	-2,587.45	18.33%	100,340.23	120,795.00	-20,454.77	83.07%	125,978.43	127,048.00	-1,069.57	99.16%
7690 · Recharge Improvement Debt Pymt	0.00	0.00	0.00	0.0%	1,998,102.59	3,649,525.82	-1,651,423.23	54.75%	3,634,525.82	3,649,525.82	-15,000.00	99.59%
7700 · Inactive Well Protection Prgm	0.00	42.00	-42.00	0.0%	0.00	417.00	-417.00	0.0%	0.00	500.00	-500.00	0.0%
9502 · G&A Expenses Allocated-Projects	18,237.89	24,891.00	-6,653.11	73.27%	149,400.56	248,909.00	-99,508.44	60.02%	192,330.22	298,691.00	-106,360.78	64.39%
<b>Total Expense</b>	<b>544,673.63</b>	<b>841,191.00</b>	<b>-296,517.37</b>	<b>64.75%</b>	<b>9,858,896.95</b>	<b>12,536,878.07</b>	<b>-2,677,981.12</b>	<b>78.64%</b>	<b>13,480,572.29</b>	<b>13,650,365.07</b>	<b>-169,792.78</b>	<b>98.76%</b>
<b>Net Ordinary Income</b>	<b>-544,543.92</b>	<b>-841,191.00</b>	<b>296,647.08</b>	<b>64.74%</b>	<b>-836,499.65</b>	<b>-3,630,644.07</b>	<b>2,794,144.42</b>	<b>23.04%</b>	<b>-4,398,166.44</b>	<b>-4,728,140.07</b>	<b>329,973.63</b>	<b>93.02%</b>
<b>Other Income</b>												
4210 · Approp Pool-Replenishment	0.00	0.00	0.00	0.0%	788,271.21	0.00	788,271.21	100.0%	788,271.21	0.00	788,271.21	100.0%
4220 · Non-Ag Pool-Replenishment	0.00	0.00	0.00	0.0%	7,968.12	0.00	7,968.12	100.0%	7,968.12	0.00	7,968.12	100.0%
4225 · Interest Income	0.00	0.00	0.00	0.0%	6,949.00	0.00	6,949.00	100.0%	11,000.00	0.00	11,000.00	100.0%
4226 · LAIF Fair Market Value	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4600 · Groundwater Sales	0.00	0.00	0.00	0.0%	131,000.00	0.00	131,000.00	100.0%	131,000.00	0.00	131,000.00	100.0%
4715 · Gain on Sale of Assets	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>	<b>934,188.33</b>	<b>0.00</b>	<b>934,188.33</b>	<b>100.0%</b>	<b>938,239.33</b>	<b>0.00</b>	<b>938,239.33</b>	<b>100.0%</b>
<b>Other Expense</b>												
5010 · Groundwater Replenishment	459,025.40	0.00	459,025.40	100.0%	488,109.70	0.00	488,109.70	100.0%	796,000.00	0.00	796,000.00	100.0%
5100 · Other Water Purchases	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	131,000.00	0.00	131,000.00	100.0%
9200 · Interest Expense	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9251 · Other Post Employment Benefits	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9996 · Refund-Excess Reserves-Approp.	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9997 · Refund-Excess Reserves-NonAg	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9998 · Refund-Recharge Debt-Approp.	0.00	0.00	0.00	0.0%	57,732.00	0.00	57,732.00	100.0%	57,732.00	0.00	57,732.00	100.0%
9999 · To/(From) Reserves	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
<b>Total Other Expense</b>	<b>459,025.40</b>	<b>0.00</b>	<b>459,025.40</b>	<b>100.0%</b>	<b>545,841.70</b>	<b>0.00</b>	<b>545,841.70</b>	<b>100.0%</b>	<b>984,732.00</b>	<b>0.00</b>	<b>984,732.00</b>	<b>100.0%</b>
<b>Net Other Income</b>	<b>-459,025.40</b>	<b>0.00</b>	<b>-459,025.40</b>	<b>100.0%</b>	<b>388,346.63</b>	<b>0.00</b>	<b>388,346.63</b>	<b>100.0%</b>	<b>-46,492.67</b>	<b>0.00</b>	<b>-46,492.67</b>	<b>100.0%</b>
<b>Net Income</b>	<b>-1,003,569.32</b>	<b>-841,191.00</b>	<b>-162,378.32</b>	<b>119.3%</b>	<b>-448,153.02</b>	<b>-3,630,644.07</b>	<b>3,182,491.05</b>	<b>12.34%</b>	<b>-4,444,659.11</b>	<b>-4,728,140.07</b>	<b>283,480.96</b>	<b>94.0%</b>

Note: Please see the staff report (Financial Report-B5) for additional detailed information on the account categories.

# **CHINO BASIN WATERMASTER**

## **I. CONSENT CALENDAR C. WATER TRANSACTIONS**



# CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730  
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

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PETER KAVOUNAS, P.E.  
General Manager

## STAFF REPORT

DATE: June 27, 2019  
TO: Board Members  
SUBJECT: Summary and Analysis of Application for Water Transaction  
(Consent Calendar Item I.C.)

### SUMMARY

Issue: Notice of Sale or Transfer – The purchase of 7,500,000 acre-feet of water from the Cucamonga Valley Water District by Fontana Water Company. This purchase is made from Cucamonga Valley Water District's Annual Production Right / Operating Safe Yield first, then any additional from Excess Carryover.

Recommendation: Approve the proposed transaction.

Financial Impact: None

### Future Consideration

Watermaster Board – June 27, 2019: Approval (within Watermaster powers and duties).

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### ACTIONS:

Appropriative Pool – May 9, 2019: Unanimously recommended Advisory Committee to recommend to the Watermaster Board to approve.

Non-Agricultural Pool – May 9, 2019: Unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem necessary.

Agricultural Pool – May 13, 2019: Unanimously recommended Advisory Committee to recommend to the Watermaster Board to approve.

Advisory Committee – June 20, 2019: Unanimously recommended to the Watermaster Board to approve.

Watermaster Board – June 27, 2019:

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program*



## BACKGROUND

The Court approved the Peace Agreement, the Implementation Plan and the goals and objectives identified in the OBMP Phase I Report on July 13, 2000, and ordered Watermaster to proceed in a manner consistent with the Peace Agreement. Under the Peace Agreement, Watermaster approval is required for applications to store, recapture, recharge, or transfer water, as well as for applications for credits or reimbursements, and storage and recovery programs.

Where there is no material physical injury, Watermaster must approve the transaction. Where the request for Watermaster approval is submitted by a party to the Judgment, there is a rebuttable presumption that most of the transactions do not result in Material Physical Injury to a party to the Judgment or the Basin (Storage and Recovery Programs do not have this presumption).

The date of this application is April 8, 2019. Notice of the transaction was transmitted electronically and mailed on May 3, 2019, along with the materials submitted by the requestors.

## DISCUSSION

Beyond confirmation of the source of the water to be transferred (Supplemental Water or Excess Carryover), Watermaster will evaluate the eventual disposition of the transferred water (e.g. production, storage, etc.) at the end of the production year and account for the same consistent with the Watermaster Guidance Documents.

Water transactions occur each year and are included as production by the respective entity (if produced) in any relevant analyses conducted by Wildermuth Environmental pursuant to the Peace Agreement and the Rules & Regulations. There is no indication additional analysis regarding this transaction is necessary at this time. As part of the OBMP Implementation Plan, continued measurement of water levels and the installation of extensometers are planned. Based on no real change in the available data, we cannot conclude that the proposed water transaction will cause material physical injury to a party or to the Basin.

All three Pools unanimously recommended Advisory Committee approval at their May 9 and 13, 2019 meetings respectively. The Advisory Committee unanimously approved the transaction at its June 20, 2019 meeting.

## ATTACHMENTS

1. Consolidated Forms 3, 4 & 5
2. Notice Forms

Consolidated Forms 3, 4 & 5

**CONSOLIDATED WATER TRANSFER FORMS:**  
**FORM 3: APPLICATION FOR SALE OR TRANSFER OF RIGHT TO PRODUCE WATER FROM STORAGE**  
**FORM 4: APPLICATION OR AMENDMENT TO APPLICATION TO RECAPTURE WATER IN STORAGE**  
**FORM 5: APPLICATION TO TRANSFER ANNUAL PRODUCTION RIGHT OR SAFE YIELD**

FISCAL YEAR 2018 - 2019

DATE REQUESTED: April 8, 2019

AMOUNT REQUESTED: 7,500 Acre-Feet

<b>TRANSFER FROM (SELLER / TRANSFEROR):</b>			<b>TRANSFER TO (BUYER / TRANSFEREE):</b>		
<u>Cucamonga Valley Water District</u>			<u>Fontana Water Company</u>		
Name of Party			Name of Party		
<u>10440 Ashford Street</u>			<u>15966 Arrow Route</u>		
Street Address			Street Address		
<u>Rancho Cucamonga</u>	<u>CA</u>	<u>91730</u>	<u>Fontana</u>	<u>CA</u>	<u>92335</u>
City	State	Zip Code	City	State	Zip Code
<u>(909) 937-2591</u>			<u>(909) 822-2201</u>		
Telephone			Telephone		
<u>(909) 476-8032</u>			<u>(909) 823-5046</u>		
Facsimile			Facsimile		

Have any other transfers been approved by Watermaster between these parties covering the same fiscal year? Yes  No

**PURPOSE OF TRANSFER:**

- Pump when other sources of supply are curtailed
- Pump to meet current or future demand over and above production right
- Pump as necessary to stabilize future assessment amounts
- Other, explain \_\_\_\_\_

**WATER IS TO BE TRANSFERRED FROM:**

- Annual Production Right (Appropriative Pool) or Operating Safe Yield (Non-Agricultural Pool)
- Storage
- Annual Production Right / Operating Safe Yield first, then any additional from Storage
- Other, explain \_\_\_\_\_

**WATER IS TO BE TRANSFERRED TO:**

- Annual Production Right / Operating Safe Yield (common)
- Storage (rare)
- Other, explain \_\_\_\_\_

IS THE 85/15 RULE EXPECTED TO APPLY? (If yes, all answers below must be "yes.") Yes  No   
Is the Buyer an 85/15 Party? Yes  No   
Is the purpose of the transfer to meet a current demand over and above production right? Yes  No   
Is the water being placed into the Buyer's Annual Account? Yes  No

<b>IF WATER IS TO BE TRANSFERRED FROM STORAGE:</b>	
<u>Varies</u> Projected Rate of Recapture	<u>Varies</u> Projected Duration of Recapture
<b>METHOD OF RECAPTURE (e.g. pumping, exchange, etc.):</b>	
<u>Pumping</u>	
<b>PLACE OF USE OF WATER TO BE RECAPTURED:</b>	
<u>Fontana Water Company Service area in Chino Basin Management Zone 3</u>	
<b>LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES):</b>	
<u>N/A</u>	

**WATER QUALITY AND WATER LEVELS**

Are the Parties aware of any water quality issues that exist in the area? Yes  No   
If yes, please explain:

Recent perchlorate levels range from ND to 8.4 ppb and nitrate levels range from 0.7 to 9.4 ppm (before treatment)

What are the existing water levels in the areas that are likely to be affected?

Static water levels ranging from 317 feet bgs to 671 feet bgs as of December 2018.

**MATERIAL PHYSICAL INJURY**

Are any of the recapture wells located within Management Zone 1? Yes  No

Is the Applicant aware of any potential Material Physical Injury to a party to the Judgment or the Basin that may be caused by the action covered by the application? Yes  No

If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

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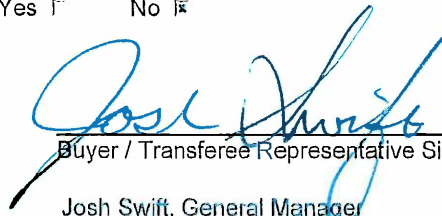
**SAID TRANSFER SHALL BE CONDITIONED UPON:**

- (1) Transferee shall exercise said right on behalf of Transferor under the terms of the Judgment, the Peace Agreement, the Peace II Agreement, and the Management Zone 1 Subsidence Management Plan for the period described above. The first water produced in any year shall be that produced pursuant to carry-over rights defined in the Judgment. After production of its carry-over rights, if any, the next (or first if no carry-over rights) water produced by Transferee from the Chino Basin shall be that produced hereunder.
- (2) Transferee shall put all waters utilized pursuant to said Transfer to reasonable beneficial use.
- (3) Transferee shall pay all Watermaster assessments on account of the water production hereby Transferred.
- (4) Any Transferee not already a party must Intervene and become a party to the Judgment.

**ADDITIONAL INFORMATION ATTACHED**

Yes  No

  
\_\_\_\_\_  
Seller / Transferor Representative Signature  
John Bosler, General Manager/CEO  
Seller / Transferor Representative Name (Printed)

  
\_\_\_\_\_  
Buyer / Transferee Representative Signature  
Josh Swift, General Manager  
Buyer / Transferee Representative Name (Printed)

**TO BE COMPLETED BY WATERMASTER STAFF:**

- DATE OF WATERMASTER NOTICE: \_\_\_\_\_
- DATE OF APPROVAL FROM APPROPRIATIVE POOL: \_\_\_\_\_
- DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: \_\_\_\_\_
- DATE OF APPROVAL FROM AGRICULTURAL POOL: \_\_\_\_\_
- HEARING DATE, IF ANY: \_\_\_\_\_
- DATE OF ADVISORY COMMITTEE APPROVAL: \_\_\_\_\_
- DATE OF BOARD APPROVAL: \_\_\_\_\_

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***CHINO BASIN WATERMASTER***

**NOTICE**

**OF**

**APPLICATION(S)**

**RECEIVED FOR**

**WATER TRANSACTIONS – ACTIVITIES**

Date of Notice:

May 3, 2019

This notice is to advise interested persons that the attached application(s) will come before the Watermaster Board on or after 30 days from the date of this notice.

**TRANSFER OF WATER**

A party to the Judgment has submitted a proposed transfer of water for Watermaster approval. Unless contrary evidence is presented to Watermaster that overcomes the rebuttable presumption provided in Section 5.3(b)(iii) of the Peace Agreement, Watermaster must find that there is “no material physical injury” and approve the transfer. Watermaster staff is not aware of any evidence to suggest that this transfer would cause material physical injury and hereby provides this notice to advise interested persons that this transfer will come before the Watermaster Board on or after 30 days from the date of this notice. The attached staff report will be included in the meeting package at the time the transfer begins the Watermaster process (comes before Watermaster).

**NOTICE OF APPLICATION(S) RECEIVED**

Date of Application: **April 8, 2019**

Date of this notice: **May 3, 2019**

Please take notice that the following Application has been received by Watermaster:

- Notice of Sale or Transfer – The purchase of 7,500.000 acre-feet of water from Cucamonga Valley Water District by Fontana Water Company. This purchase is made from Cucamonga Valley Water District's Annual Production Right / Operating Safe Yield first, then any additional from Excess Carryover.

This *Application* will first be considered by each of the respective pool committees on the following dates:

Appropriative Pool: May 9, 2019

Non-Agricultural Pool: May 9, 2019

Agricultural Pool: May 13, 2019

This *Application* will be scheduled for consideration by the Advisory Committee *no earlier than thirty days from the date of this notice and a minimum of twenty-one calendar days* after the last pool committee reviews it.

After consideration by the Advisory Committee, the *Application* will be considered by the Board.

Unless the *Application* is amended, parties to the Judgment may file *Contests* to the *Application* with Watermaster *within seven calendar days* of when the last pool committee considers it. Any *Contest* must be in writing and state the basis of the *Contest*.

Watermaster address:

Chino Basin Watermaster  
9641 San Bernardino Road  
Rancho Cucamonga, CA 91730

Tel: (909) 484-3888  
Fax: (909) 484-3890

# **CHINO BASIN WATERMASTER**

## **I. CONSENT CALENDAR**

**D. PROFESSIONAL PUBLIC OUTREACH SERVICES CONTRACT BETWEEN RAUCH COMMUNICATION CONSULTANTS, INC. AND CHINO BASIN WATERMASTER**





# CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730  
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

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PETER KAVOUNAS, P.E.  
General Manager

## STAFF REPORT

DATE: June 27, 2019  
TO: Board Members  
SUBJECT: Professional Public Outreach Services Contract Between Rauch Communication Consultants, Inc. and Watermaster (Consent Calendar Item I.D.)

### SUMMARY

Issue: Watermaster seeks to enter into a contract with Rauch Communication Consultants, Inc. to aid in the creation of the 42nd Annual Report. Rauch Communications Consultants have been providing services to Watermaster since 2002.

Recommendation: Approve and authorize the General Manager to execute the contract on behalf of Watermaster.

Financial Impact: Costs breakdown and Not To Exceed of \$20,825 are shown in the Scope of Work. This item was budgeted in Fiscal Year 2019/20.

### Future Consideration

Watermaster Board – June 27, 2019: Approve and authorize the General Manager to execute the contract on behalf of Watermaster

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### ACTIONS:

Watermaster Board – June 27, 2019:

## BACKGROUND

Paragraph 48 of the Restated Judgment requires that Watermaster file an Annual Report with the Court by January 31 each year. The Restated Judgment states that the Report shall apply to the preceding fiscal years' operation, contain details as to operation of the Pools, contain a certified audit of assessments and expenditures pursuant to this Physical Solution, and review Watermaster activity.

Chino Basin Watermaster (Watermaster) has utilized the services of Rauch Communication Consultants, Inc. (RCC) since the preparation of the 26<sup>th</sup> Annual Report in 2002 and plans to continue the relationship. RCC provides additional research, writing, optimization of photos, graphic design, layout, proofing, printing and delivery of the annual report.

## DISCUSSION

The cost and scope of work for RCC's services for prior annual reports have been reviewed by Watermaster. Since the 40<sup>th</sup> Annual Report, Watermaster has entered into a formal contract with RCC and would like to continue the practice (Attachment 1). Entering into a contract for each Annual Report will help memorialize the description of responsibilities, cost, and schedule, as well as provide legal protection should disputes arise. Additionally, it will aid in clearly identifying this annual budgeted cost.

Costs, and estimated hours relating to the 42nd Annual Report are shown in the Scope of Work (Addendum A) – (Attachment 2). All costs for the 42nd Annual Report are included in the approved Fiscal Year 2019/20 budget.

## ATTACHMENTS

1. Professional Public Outreach Services Agreement
2. Scope of Work (Addendum A)

## Professional Public Outreach Services Agreement

This Professional Public Outreach Services Agreement (“Agreement”) is entered into by and between Chino Basin Watermaster (“Watermaster”), located at 9641 San Bernardino Road, Rancho Cucamonga, California 91730, and Rauch Communication Consultants, Inc. (“RCC”), located at 936 Old Orchard Road, Campbell, California 95008, and is effective as of June 27, 2019 (the “Effective Date”).

1. Term of Agreement. This Agreement will terminate upon the completion of the Services (as set forth in the Annual Report Proposed Costs attached as Addendum A) or prior to that time in accordance with Section 5 of this Agreement. The period during which this Agreement is in effect, including any extensions agreed upon by the parties, is referred to as the “Term.”
  
2. Services. Watermaster and RCC agree that, during the Term, RCC will provide the Services set forth in the Proposed Costs and Scope, attached as Addendum A to this Agreement and incorporated herein, as it may be modified from time to time by written agreement executed by both parties. In addition, RCC may from time to time be required to perform additional duties which are necessary to complete the Services and reasonably related to RCC’s expertise and skills. Collectively, these are referred to as the “Services.” As part of its monthly invoicing, RCC will provide information on its performance of the Services to date and will maintain regular contact with Watermaster for project clarification, guidance and issue resolution. RCC will coordinate with Justin Nakano as RCC’s Watermaster contact (“Watermaster Contact”).
  
3. Compensation and Terms of Payment.
  - a. Cost of Services. In compensation for the Services, Watermaster will pay RCC the amount set forth in Addendum A. Watermaster shall not be required to pay more than the amount set forth in Addendum A, unless Addendum A is modified by written agreement executed by both parties (“Costs”).
  
  - b. Expenses. RCC will be responsible for any and all expenses that may be incurred in performing the Services, including all direct and indirect costs, insurance, mileage and overhead, except as is otherwise expressly agreed to in writing by Watermaster in advance (“Expenses”).
  
  - c. Method of Payment.
    - i. RCC will submit monthly invoices to Watermaster for Costs and Expenses incurred to date. The monthly invoices must include an accurate and detailed summary of the Services performed and the billable hours worked, itemization of any Expenses, and documentation and receipts acceptable to Watermaster supporting any such Expenses.
  
    - ii. The Watermaster Contact will verify the Costs and Expenses detailed on the invoice and will confirm that the Services described therein have been satisfactorily completed and that appropriate documentation has been provided.

- iii. Watermaster will make a reasonable effort to pay any undisputed invoiced amount within thirty (30) calendar days. Watermaster will communicate with RCC regarding any disputed amounts or amounts as to which inadequate documentation has been provided by RCC.
- iv. Watermaster reserves the right to withhold payment for Costs and Expenses that relate to Services which are not completed as scheduled, are not completed satisfactorily, are behind schedule or are otherwise performed in an inadequate or untimely fashion, or are unsupported by documentation, as determined by Watermaster, with such payments to be released and paid to RCC promptly when the Services are determined by Watermaster to be satisfactorily completed and supported.

4. Affirmation of Independent Contractor Status.

- a. Independent Contractor. Watermaster and RCC each expressly understand, agree and intend that RCC is an independent contractor in the performance of each and every part of this Agreement, and is solely responsible for all costs and expenses arising in connection with the performance of its duties, except as expressly set forth herein. All Services are to be performed solely at the risk of RCC, and RCC agrees to take all precautions necessary for the proper performance thereof. RCC is solely responsible for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of the activities of RCC and its agents. RCC has and retains control of, and supervision over, the performance of its obligations hereunder, including scheduling and day-to-day control over the performance of the Services, and except as expressly provided herein, Watermaster will have no right to exercise any control whatsoever over the activities or operations of RCC. Notwithstanding the foregoing, however, RCC may not subcontract all or any portion of the performance of the Services or assign performance of the Services to any individual(s), without the express prior written approval of Watermaster.
- b. Other Engagements. Nothing in this Agreement will be construed as limiting in any manner RCC's ability to procure other engagements consistent with its obligations to Watermaster hereunder, including its post-Term obligations.
- c. Taxes and Related Matters. RCC will be solely responsible for all tax and other government-imposed responsibilities relating to the performance of the Services, including but not limited to payment of all applicable federal, state, local and social security taxes, unemployment insurance, workers' compensation and self-employment or other business taxes and licensing fees. RCC will be solely responsible for payment of all compensation owed to its agents with respect to the Services, including all applicable federal, state and local employment taxes, and will make deductions for all taxes and withholdings required by law. No federal, state or local taxes of any kind will be withheld or paid by Watermaster on RCC's behalf or on behalf of any employee or agent of RCC. RCC acknowledges that the compensation paid pursuant to this Agreement will not be considered "wages" for purposes of the Federal Insurance Contributions Act ("FICA"), unemployment or other taxes. Watermaster will issue Consultant an IRS Form 1099 with respect to payments made under this Agreement. RCC will be responsible for performing all payroll and record-keeping functions required by

law. The compensation provided hereunder is not intended to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Internal Revenue Code of 1986, as it may be amended from time to time (“Section 409A”). No provision of this Agreement may be interpreted or construed to transfer any liability for failure to comply with any tax obligations, including failure to comply with the requirements of Section 409A, from RCC to Watermaster.

d. No Employee Benefits from Watermaster. As an independent contractor, neither RCC nor its employees or agents will be eligible for benefits from Watermaster or any related entity, including but not limited to workers’ compensation, unemployment insurance, health, dental, vision, life or disability insurance, paid holidays, sick leave, vacation or other paid time off, pension or 401(k) plans, educational assistance, expense reimbursement, or any other employee benefit that may be offered now or in the future.

e. No Third-Party Beneficiaries. This Agreement is between Watermaster and RCC, and creates no individual rights for any employees or agents of RCC. No employee or agent of RCC will be deemed to be a third-party beneficiary hereunder, nor will any employee or agent of RCC be deemed to have any employment or contractual relationship with Watermaster as a result of this Agreement or his, her or its performance of services for RCC. The parties acknowledge that all individuals performing Services on behalf of RCC are solely the employees and/or agents of RCC. Watermaster will not be responsible for payments due and owing to any subcontractors, employees or agents of RCC; provided, however, that in the event RCC fails timely to pay its subcontractors or agents, if Watermaster deems it appropriate to make payments directly to any such subcontractors or agents on behalf of RCC, notwithstanding that it has no legal obligation to do so, RCC will reimburse Watermaster therefor.

5. Termination of Agreement. This Agreement will expire at the end of the Term, unless earlier terminated as follows:

a. Termination upon Written Notice. Either party may terminate this Agreement during the Term by providing the other party with thirty (30) days’ written notice of such termination. Watermaster may, in its sole discretion, provide compensation in lieu of all or a portion of the notice period, regardless of who initiates the termination, prorating the fees as appropriate. Payment in lieu of notice will be calculated by averaging the fees received during the prior three (3) month period and pro-rating as appropriate.

b. Termination for Cause by Watermaster. Watermaster may terminate this Agreement immediately for “Cause.” Cause includes, but is not be limited to, the following, as determined in Watermaster’s sole discretion: (i) failure of RCC to comply in any material respect with this Agreement, or any applicable Watermaster policy or procedure, including but not limited to Watermaster’s policy against harassment; (ii) serious personal or professional misconduct by RCC or its agents (including, but not limited to, dishonesty, fraud, misappropriation, criminal activity or gross or willful neglect of duty); (iii) breach of RCC’s duties to Watermaster (including but not limited to theft or misuse of Watermaster property) by RCC or its agents; (iv) conduct that threatens public

health or safety, or threatens to do immediate or substantial harm to Watermaster's business, including potentially subjecting Watermaster to civil or criminal liability; (v) falsification by RCC or its agents of any business-related document, including invoices, or the making of any materially false or misleading statement by RCC or its agents to or in connection with Watermaster; or (vi) (vi) an investigation that could have an adverse impact on the Watermaster is commenced with respect to RCC and/or its agents by an authorized regulatory agency. Watermaster's exercise of its right to terminate for Cause will be without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. In the event of termination for Cause by Watermaster, the only compensation due to RCC will be payment of Costs and Expenses incurred up to the date of termination, less appropriate offsets and any applicable penalty. In the event Watermaster terminates this Agreement for Cause, it will be entitled to recover a penalty from Consultant in the amount of thirty (30) days' compensation, which penalty may be deducted from and offset against outstanding compensation due to Consultant.

- c. Penalty for Failure to Provide Notice. In the event either party fails to provide notice of termination as required under this Agreement, the other party will be entitled to recover a penalty in the amount of the compensation that would have been due for the length of the notice period that was not provided. By way of example, if RCC failed to provide any notice, Watermaster would be entitled to recover a penalty from RCC in the amount of thirty (30) days' compensation. The penalty amount will be calculated by averaging the fees received during the prior three- (3) month period and pro-rating as appropriate.

## 6. Obligations of RCC.

- a. Best Abilities; Good Workmanship. RCC will proceed with diligence and the Services will be performed in accordance with the highest professional workmanship, service and ethical standards in the field and to the satisfaction of Watermaster. If RCC's workmanship does not conform to these standards and Watermaster so notifies RCC, RCC agrees immediately to take all action necessary to remedy the nonconformance. Any costs incurred by RCC to correct such nonconformance will be at RCC's sole expense. To the extent RCC fails to correct such nonconformance to Watermaster's satisfaction, or Watermaster deems RCC incapable of correcting such nonconformance to Watermaster's satisfaction, Watermaster may elect to have a third party (including a subcontractor of RCC) correct such nonconformance at RCC's sole expense.
- b. Compliance with Law and Policies. RCC will comply with all applicable federal, state and local laws, rules and regulations applicable to it and its agents, including but not limited to the Occupational Safety and Health Act ("OSHA"), non-discrimination laws and wage and hour requirements (including those related to classification of employees and payment of minimum wage and overtime), in the performance of the Services. RCC will comply with Watermaster's Code of Ethics as it may be amended from time to time, except to the extent that the Code of Ethics is inconsistent with this Agreement or with local law, rules and/or regulations. RCC also agrees to comply with other Watermaster policies that may be applicable to it, including but not limited to Watermaster's policies against harassment and discrimination.

- c. Insurance. Watermaster is not obligated to procure liability or other insurance on behalf of RCC or its employees and agents, provided that, in the event the Watermaster does elect to procure any such insurance, Consultant and its agents will assist the Watermaster in doing so by submitting to examinations and signing such applications and other instruments as may be required by the insurance carriers to which application is made for such insurance. Procurement of all appropriate insurance coverage for RCC and/or its employees and agents is the sole responsibility of RCC. Promptly upon request, RCC will provide Watermaster with certificates of insurance evidencing coverage for workers' compensation, unemployment insurance, Comprehensive General Liability insurance, and motor vehicle insurance, to include provisions for property damage, personal injury and automobile liability, to the extent applicable to RCC. Such insurance must be in amounts satisfactory to Watermaster and may not be reduced or canceled without Watermaster's written approval of such reduction or cancellation. Any insurance maintained by RCC and/or its agents will be primary insurance to the full approved limits of liability and, should Watermaster have other valid insurance, Watermaster insurance will be excess insurance only. Watermaster, however, is not required to, and will not, include RCC or its agents as additional insureds under any policy Watermaster maintains on its own behalf, unless otherwise required by applicable law or the terms of Watermaster's existing insurance policies.
- d. Non-Disparagement. RCC agrees that, during the Term and thereafter, neither it nor its agents will, directly or indirectly, take any action or make any statements, written or verbal, including statements on social media sites, that defame, disparage or in any way criticize the personal or business reputation, practices or conduct of Watermaster or its officers, directors, employees, or other consultants. RCC further agrees that neither it nor its agents will engage in any conduct, directly or indirectly, that may be detrimental to Watermaster's mission, reputation, practices or conduct, including but not limited to failing to timely provide payment to RCC's employees, agents and subcontractors.
- e. Confidential Information. In connection with the performance of the Services, RCC and its agents will have access to Confidential Information that has been developed by, created by or provided to Watermaster (including without limitation, information created or developed by RCC and its agents) that has commercial value to Watermaster's business, and is not generally known to the public or others, or is otherwise required to be kept confidential by Watermaster.
- i. "Confidential Information" includes any information (whether in paper or electronic form, or contained in RCC's memory, or otherwise stored or recorded) that is not generally known and relates to Watermaster's business, if such information has been expressly or implicitly protected by Watermaster from unrestricted use by persons not associated with Watermaster. Confidential Information includes, but is not limited to, information contained in or relating to the manner and details of the Watermaster's operation, organization and management; passwords; concepts; programs; trade secrets; product designs; innovations; source codes and documentation; software; data; protocols; best practices; testing and diagnostic methods; plans; processes and techniques; treatment methodologies; program data; projects; patient names,

addresses and other data; patient schedules, treatment methods, plans, notes and therapies; the identities and contact information of, and details regarding Watermaster's relationship with, actual and prospective distributors, contractors and vendors; fees and charges to the Watermaster's clients; pricing data and related information; marketing methods, plans or proposals; prospective patient lists and related information; applicant and employee personnel information; pricing information; financial information; and legal and business strategies and plans, as well as any other information marked "confidential," "proprietary," "secret" or the like. Confidential Information also includes information of Watermaster's affiliates, customers, vendors, consultants, referral sources, contractors, partners, shareholders, investors, employees and other third parties that was disclosed or entrusted to Watermaster or to RCC in the course of business with the expectation of confidentiality.

- ii. RCC agrees that, unless authorized in writing by Watermaster's General Manager, neither RCC nor its agents will, directly or indirectly, disclose or use any Confidential Information for their own benefit or for the benefit of any other individual or entity, either during the Term or thereafter.
- iii. If, during the Term or at any time thereafter, RCC or its agents receives a request to disclose any Confidential Information, whether under the terms of a subpoena, court order, or other governmental order or otherwise, RCC or its agents will notify Watermaster immediately of the details of the request, including providing a copy thereof, and will consult with Watermaster on the advisability of taking legally available steps to resist or narrow such request. If disclosure of such Confidential Information is required to prevent RCC and/or its agents from being held in contempt or subject to other penalty, RCC or its agents will furnish only such portion of the Confidential Information as, in the written opinion of legal counsel satisfactory to Watermaster, RCC or its agents is legally compelled to disclose, and RCC and its agents will use their best efforts to assist Watermaster in obtaining an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

- f. Ownership, Return of Property and Duties upon Termination. All Confidential Information, reports, recommendations, documents, drawings, plans, presentations, specifications, technical data, databases, charts, files, actual and prospective donor information, fundraising plans and other information developed by or provided to RCC and/or its agents in connection with RCC's affiliation with Watermaster are and will remain the property of Watermaster. Upon termination of this Agreement for any reason, or at such earlier time as Watermaster may request, RCC and its agents will immediately (i) discontinue any use of the name, logo, trademarks, or slogans of Watermaster; (ii) discontinue all representations or statements from which it might be inferred that any continuing relationship exists between RCC and/or its agents and Watermaster; (iii) provide to Watermaster reproducible copies (including electronic versions if available, in native format and with all supporting materials such as fonts, graphics and attachments) of all work product prepared or modified by RCC and/or its agents and not previously provided to Watermaster, whether completed or not; (iv) return to Watermaster all tangible and



intangible property, documents, information, and products of Watermaster, in whatever form or format, including originals and all copies of documents, drawings, computer printouts, notes, memoranda, specifications, hard drives, flash drives, disks or storage media of any kind, including all copies, summaries and compilations thereof, in the possession, custody or control of RCC and/or its agents; (v) promptly and permanently delete any Confidential Information stored in the internal and/or personal email account(s), computer(s), electronic devices, voicemails, storage media and cloud-based storage (including but not limited to external hard drives, flash drives, and discs) of RCC and/or its agents, and certify the same to Watermaster; and (vi) provide Watermaster with any and all passwords, source codes, security codes, administrative access information and/or other information in the possession of RCC and/or its agents necessary to enable Watermaster to get the benefit of the Services.

- g. Sharing for Cost Effectiveness. RCC may share non-confidential, non-branded designs, graphics, copy, photographs and other elements among its clients and team when deemed beneficial or cost saving. As an RCC client, Watermaster will benefit from the same courtesy where similar, generic existing work of RCC can be used for Watermaster.
- h. Cooperation. During the Term and thereafter, RCC and its agents will fully cooperate in the investigation by Watermaster of any issues, and the defense of any claims by, against or otherwise involving Watermaster that might arise that could involve RCC and/or its agents or information within their knowledge, regardless of whether RCC and/or its agents personally are named in the action, without additional compensation for such cooperation other than reimbursement of reasonable costs related to such cooperation.

7. No Authority to Bind Watermaster. Neither RCC nor its agents have any authority, right or ability to bind or commit Watermaster in any way or incur any debts or liabilities in the name of or on behalf of Watermaster (including, without limitation, by entering into contracts or agreeing to contract terms) without the express prior written consent of Watermaster in each individual instance, and will not attempt to do so or imply that it may do so. RCC and its agents agree not to advertise, promote or represent to any third party that RCC or its agents are the employees or agents of Watermaster. RCC and its agents may represent only that the parties have an independent contractor relationship pursuant to which RCC has accepted an opportunity to provide RCC's customary services to Watermaster. RCC and its agents will refrain from using Watermaster's name in any advertisement, promotion, business card, website, or similar manner without Watermaster's prior written consent. RCC and its agents will not add to, delete from or modify any documentation or forms provided by Watermaster, except with the prior written consent of Watermaster.

8. Indemnification; Limitation on Liability.

- a. By RCC. RCC agrees to indemnify, defend (with counsel selected by Watermaster) and hold harmless Watermaster and its affiliates, successors, agents, employees, insurers, officers and directors (the "Watermaster Indemnified Parties") from and against any and all claims, demands, damages, costs, losses, taxes, penalties, assessments, judgments, interest payments, and expenses of whatever kind and nature, to the fullest extent permitted by law,

including but not limited to attorneys' fees and expert witness costs, directly or indirectly arising out of or resulting from or on account of: (i) any claim, demand, and/or determination that Watermaster is the employer (whether sole, joint and/or common law) of any employee, contractor, subcontractor or agent engaged by or through RCC to work on the Services and any statutory or common law claims brought by RCC's agents or employees arising from or relating to the employment relationship or other affiliation or termination thereof, including but not limited to claims under the California Fair Employment and Housing Act, the California Family Rights Act, the California Government Code, the California Business and Professions Code, and the California Labor Code, or similar federal statutes, all as amended, for discrimination, harassment, workers' compensation, unemployment or unpaid compensation or benefits; (ii) any claim, demand or charge based upon acts or omissions of RCC or its agents in relation to the Services; (iii) any claim for negligence or misconduct against any of Watermaster Indemnified Parties in connection with the engagement of RCC and/or arising under or relating to this Agreement, including without limitation any unauthorized effort by RCC or its agents to bind Watermaster with respect to third parties or the failure of RCC or its agents to comply with their obligations under this Agreement; (iv) any claim for injuries or deaths to any person or for damage to or destruction of property resulting from any act or omission of RCC or its agents arising under or relating to this Agreement, including but not limited to any motor vehicle accident; (v) any misappropriation, misuse or theft of Confidential Information, unfair competition, breach of contract, or other acts or omissions of RCC or its agents that harm or damage (or threaten to harm or damage) any of Watermaster Indemnified Parties or their business, goodwill or reputation; and (vi) any claims that work performed by RCC infringes or violates any third party's patent, copyright, trade secret or any other intellectual property or proprietary right. Such obligations will not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity that would otherwise exist as to a Watermaster Indemnified Party, and do not limit Watermaster's rights under any applicable law to seek additional relief. The indemnification obligations of RCC under this Paragraph will not be subject to any limitation on amount or type of damages, compensation or benefits payable by or for Watermaster under workers' compensation laws, unemployment statutes, disability or other employee benefit acts, any applicable insurance policy, or any other federal, state or local law or regulation.

- b. By Watermaster. Watermaster agrees to defend, indemnify and hold RCC and its officers, directors, employees and agents harmless from and against any and all claims, demands, damages, costs, losses, taxes, penalties, assessments, judgments, interest payments, and expenses of whatever kind and nature, to the fullest extent permitted by law, including but not limited to attorneys' fees and expert witness costs, directly or indirectly arising out of or resulting from (i) Watermaster's gross negligence or willful misconduct relating to its performance under this Agreement, and (ii) claims brought against RCC by a third party as a result of RCC's activities as authorized by Watermaster and/or RCC's activities that are within the course and scope of this Agreement, in each case only to the extent that such losses, costs, claims, demands, judgments or liability are not due in whole or in part to the negligence or wrongful act(s) of RCC and/or its agents. Watermaster may, at its option, elect to provide a defense in lieu of indemnifying RCC for attorneys' fees and related defense costs, subject to applicable conflict

of interest considerations. In any proceeding in which defense and/or indemnification will be sought by RCC, RCC must give prompt written notice of such proceeding to Watermaster. As a condition to receiving indemnification, RCC also must promptly cooperate with all reasonable requests by Watermaster in connection with the defense of such proceeding. The right to indemnification of RCC does not apply to (i) any proceeding initiated by RCC or its agents against Watermaster or any other person or entity, including counterclaims, unless Watermaster has expressly agreed in writing to waive this provision with respect to the proceeding at issue, (ii) any proceeding initiated by Watermaster against RCC and/or its agents, (iii) any proceeding alleging or involving conduct by RCC and/or its agents that Watermaster in its sole discretion determines was outside the course and scope of the Services, was in breach of this Agreement, constituted gross misconduct or was a violation of applicable law or the ethical duties of RCC and/or its agents, or (iv) any situation in which indemnification of RCC and/or its agents is not authorized or permitted pursuant to applicable law.

- c. Limitation on Watermaster's Liability. Watermaster will not be liable to RCC or its agents for any incidental, indirect, special, consequential, punitive or reliance damages of any nature whatsoever, regardless of the foreseeability thereof (including, but not limited to, any claim for loss of services, lost profits or lost revenues) arising under or related to this Agreement, whether based on breach of contract, tort, breach of warranty, negligence or any other theory of liability in law or in equity. Notwithstanding anything to the contrary in this Agreement, Watermaster's entire liability, and RCC's ability to recover damages, at law or in equity, with respect to any and/or all claims, damages, losses, costs or causes of action arising from or related to this Agreement (other than any action for payment of the Services and invoices related thereto) may not exceed the aggregate dollar amount paid by Watermaster to RCC under this Agreement.

## 9. General Provisions.

- a. Entire Agreement. This Agreement, along with any other documents incorporated herein, constitutes the entire agreement between Watermaster and RCC relating to the subject matter hereof and supersedes all prior oral and written understandings, communications and agreements relating to such subject matter, whether verbal or written, implied or otherwise. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement will be controlling.
- b. Assignment. This Agreement is not assignable by RCC, and any purported transfer or assignment is void. This Agreement, or Watermaster's interest in this Agreement, may be assigned and transferred by Watermaster, temporarily or permanently, whether expressly, by operation of law or otherwise, and RCC agrees to perform the Services for the benefit of any such assignee.
- c. Nonexclusive Nature of Agreement. This Agreement does not grant RCC and/or its agents an exclusive privilege or right to supply Services to Watermaster. Other than as expressly set forth in this Agreement, Watermaster makes no representations or warranties as to a minimum or maximum procurement of Services hereunder. Nothing in this Agreement will be construed as limiting in any manner the ability of RCC or its agents to procure other engagements

consistent with their obligations to Watermaster hereunder, including the post-Term obligations.

- d. Use of Name, Likeness and Biography. Watermaster will have the right (but not the obligation) to make public announcements concerning the affiliation of RCC and its agents with Watermaster. Watermaster will have the right (but not the obligation) to use, publish and broadcast, and to authorize others to do so, the name, likeness and biographical material of RCC and its agents to advertise, publicize and promote the business of Watermaster.
- e. Amendments; Waiver. This Agreement may not be amended except by a writing executed by all of the parties hereto. No waiver by either party of a right or remedy hereunder will be deemed to be a waiver of any other right or remedy or of any subsequent right or remedy of the same kind.
- f. Provisions Subject to Applicable Law; Modification; Severability. All provisions of this Agreement will be applicable only to the extent that they do not violate any applicable law. If any term, provision or condition of this Agreement is held to be invalid, illegal, or unenforceable by any court or arbitrator of competent jurisdiction, as to such jurisdiction that provision will be limited ("blue-penciled") to the minimum extent necessary so this Agreement will otherwise remain enforceable in full force and effect. To the extent such provision cannot be so modified, the offending provision will, as to such jurisdiction, be deemed severable from the remainder of this Agreement.
- g. Notices. All notices, consents, waivers, and other communications under this Agreement will be deemed to have been duly given when (i) delivered by hand; (ii) when received by the addressee, if sent by registered mail (return receipt requested), a nationally recognized overnight delivery service (signature requested) or by electronic mail, in each case to the addresses or mail addresses set forth below (or to such other addresses as either party may designate upon written notice):

If to RCC:

**Martin Rauch  
Rauch Communication Consultants LLC  
936 Old Orchard Road  
Campbell, CA 95008**

If to Watermaster:


**Peter Kavounas  
Chino Basin Watermaster  
9641 San Bernardino Road  
Rancho Cucamonga, CA 91730**

- h. Construction. The Section headings throughout this Agreement are for convenience and reference only, and the words contained therein in no way will be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement. The word "including" will mean "including but not limited to." The word "agents" includes employees, contractors and other representatives. Both parties participated in the drafting of this Agreement, and each had the opportunity to consult with counsel of their own choosing in connection therewith. The rule that ambiguities in an agreement will be construed against the drafter does not apply to this Agreement.
- i. Force Majeure. Each party's obligations hereunder will be suspended during the duration of events beyond that party's reasonable control (including but not limited to labor strikes, lockouts, enactment of laws or regulations, civil unrest, and acts of God), provided such party makes reasonable efforts to perform and resumes performance at the earliest opportunity. If RCC suspends the Services for a period in excess of five (5) calendar/business days, Watermaster may elect to terminate this Agreement immediately thereafter by providing written notice thereof, notwithstanding anything to the contrary in Section 5 of this Agreement.
- j. Governing Law and Forum. This Agreement is entered into and will be governed by and construed and enforced in accordance with the laws of the State of California. Any action brought to enforce any right or obligation under this Agreement will be subject to the exclusive jurisdiction of the courts of the State of California and will be brought in the Court maintaining jurisdiction over the case Chino Basin Municipal Water District v. City of Chino, San Bernardino Superior Court Case No. RCV RS 51010. The parties irrevocably consent to the exclusive jurisdiction of such court (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding. The prevailing party in any action related to this Agreement, including the breach or enforcement hereof, will be entitled to recover its costs and reasonable attorneys' fees and expenses.
- k. Legal and Equitable Remedies. Because RCC's services are personal and unique, and because RCC and its agents will have access to and become acquainted with the Confidential Information, Watermaster will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, without prejudice to any other rights and remedies that Watermaster may have for a breach of this Agreement, and RCC and its agents waive the claim or defense that Watermaster has an adequate remedy at law.

10. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original but both of which taken together will constitute but one and the same instrument.

**RCC**

**Chino Basin Watermaster**



By: \_\_\_\_\_  
Martin Rauch

By: \_\_\_\_\_  
Peter Kavounas

Its: \_\_\_\_\_  
President

Its: \_\_\_\_\_  
General Manager

Email: \_\_\_\_\_  
martin@rauchcc.com

Email: \_\_\_\_\_  
pkavounas@cbwm.org

Date: \_\_\_\_\_  
5/31/2019

Date: \_\_\_\_\_

## ADDENDUM A



Phone: 408-374-0977  
 Email: info@rauchcc.com  
 Web: www.rauchcc.com  
 936 Old Orchard Rd. Campbell, CA 95008

**Dynamic Public Outreach, Smart Strategic Planning**

*For local governments, special districts, and the engineering, environmental and law firms that support them.*

**DATE:** March 11, 2019 **NO OF PAGES:** 3  
**TO:** Justin Nakano, Water Resources Senior Associate  
**FROM:** Martin Rauch **RE:** Proposed Costs and Scope + Details of Hours

This document contains our proposed scope of work for development of the 42<sup>nd</sup> Annual Report. It adds a detailed description of the work, as well as breakdown of costs by category and hours per person.

Below is an outline of our scope of work. It incorporates improvements to the development process outlined during a phone call evaluating the 41<sup>st</sup> Annual Report:

#### RESEARCH AND OUTLINING OF INFORMATION

1. RCC will participate in a kickoff meeting with staff and engineer to review key actions, themes and messages.
2. Coordinate with staff to gather information, review questions, etc.
3. Review background documents and develop detailed outline of actions during the year, including State of the Basin Report, Status Reports, Agendas and Minutes and other reports and studies, as well as any other documents suggested by staff.
4. Collect, research and evaluate photos. RCC will suggest photo needs to Watermaster and collect and evaluate photos for suitability.

#### WRITING AND EDITING

1. Write the entire document, including development of headlines, captions, opening letter pull quotes, etc. Edit the document to ensure the content fits into the book structure and spreads and effectively communicates Watermaster's key information and messages.
2. Coordinate review with client, answer questions and incorporate edits and suggestions. Conduct most of the review while the document remains in Word Processor format as discussed previously regarding cost control.
3. Third Party Proof Reading. To ensure quality control, we will introduce a new third-party proof reader at three points: at the end of the writing process just before design; when the book is deemed complete, but not yet approved; and just before printing.

#### APPENDICES

1. Send Updated Current Appendices to CBWM. Rauch Communication Consultants (RCC) has identified the current final version of each appendix from the 41<sup>th</sup> Annual Report, which include approved edits and formatting, and will send the original, updated files to CBWM, providing a clean starting point for this year's (42<sup>nd</sup> Annual) appendices.
2. CBWM will hold the appendices until they are complete and send them to RCC all at once. We will then comment on possible suggested changes and CBWM will accept those changes as appropriate and return the updated files. Use of color will be considered and dealt with early in

the process. As a new cost- and quality-control measure, any changes to an appendix file will now be made to the original only. The originals will be stored on a secure password protected RCC server accessible to all persons working on the appendices. Changes will be recorded on a spreadsheet, and the file name of the appendix will be updated ensuring version control. We will eliminate emailing files and the possibility of updating an earlier version, thereby preserving the integrity of formatting and data, and we will always have access to the most current version.

3. RCC will give the appendices another proofing to review and incorporate the appendices into the book with the framework, new header and page number, and separator pages as we have done in the past. RCC would provide minor formatting to ensure pages break appropriately to fill pages as closely as reasonably possible and to ensure left-right spreads are maintained as appropriate. Any additional steps would be charged time and materials.

Note: Formatting of the appendix templates, including standardizing use of footnotes, avoiding notes crossing the center page, etc. will be completed prior to starting the 42nd edition under separate scope.

#### GOVERNANCE SECTION

1. Similarly, the Governance section would be held by Watermaster until late in the process before submitting the list of members. RCC will review the list and suggest possible edits. CBWM will then submit the final Governance list for inclusion in the report. RCC will make any corrections from this round of reviews. Any additional steps would be charged time and materials.

#### GRAPHIC DESIGN AND LAYOUT

1. Complete turn-key graphic design and layout. This includes development of cover options, color and design themes, photo placement, photo and color correction as needed, text layout and development of graphics, tables and graphs, etc. The final draft would be deemed complete once all the elements, for example: text, captions, headings, graphics, layout, etc. are submitted for approval, reviewed by the client and any corrections made. After that, any further changes, besides grammatical fixes would be time and materials.

#### ESTIMATED COST

We propose to complete the project for the same amount as last year's document (\$20,405.00), plus an inflationary increase for a total of \$20,825.

Full Color Annual Report and Appendices.	Senior Consultant	Graphic Designer	Media and Writing	Admin. & Production	Subtotal
Hourly Fee	\$175	\$105	\$70	\$70	
Hours	8	0	20	0	
<b>1. Research and Coordination</b>	\$1,400	\$0	\$1,400	\$0	\$2,800
Hours	40	0	12	3	
<b>2. Outline, write, edit, proof document</b>	\$7,000	\$0	\$840	\$210	\$8,050
Hours	6	50	0	0	
<b>3. Graphic design, select and choose photos</b>	\$1,050	\$5,250	\$0	\$0	\$6,300
Hours	6	15	7	8	
<b>4. Review, comment and insert appendices with consistent formatting</b>	\$1,050	\$1,575	\$490	\$560	\$3,675
<b>TOTAL</b>					<b>\$20,825</b>

#### COST ESTIMATE DETAILS



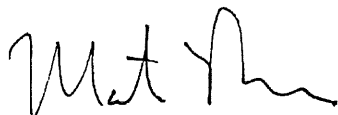
This is an estimated time and materials, not to exceed cost. Overall costs may be less. Costs for individual tasks may vary, but the total will not exceed the estimate without advance agreement in writing (email) from the client. No out-of-scope work will be undertaken without prior email approval from the agency. Out-of-scope work includes new tasks, or extra work on existing tasks, which exceeds the total estimated cost for the project.

**Current Rates.** Management and Strategic Planning Consulting for the senior consultants is \$245 per hour. Outreach and public involvement programs rate for the senior consultants is \$175 per hour. Outreach and public involvement programs rate for associate consultants is \$115 per hour. Graphic designer and webmaster services rate is \$105 per hour. Social media, writing specialist's rate and Administration, Production Manager, is \$70 per hour.

**Travel and Expenses Additional.** We expect some costs to purchase photos between \$25 and \$200 above the labor cost shown above. Basic material expenses, including, travel expense (transportation and lodging), office printing, shipping, and sales tax are additional and passed on at cost. Car mileage is at the IRS California rate at the time or actual rental car cost plus fuel. For meetings involving travel, the minimum charge is four hours.

We look forward to continuing to work with you on this important project. Please let me know if you have any questions or if there is anything else, we can do to help.

Sincerely,

A handwritten signature in black ink, appearing to read "Martin Rauch". The signature is fluid and cursive, with the first name "Martin" and the last name "Rauch" clearly distinguishable.

Martin Rauch, Principal Consultant  
Rauch Communication Consultants, Inc.

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# **CHINO BASIN WATERMASTER**

## **I. CONSENT CALENDAR**

**E. PROFESSIONAL SERVICES AGREEMENT BETWEEN APPLIED  
COMPUTER TECHNOLOGIES AND CHINO BASIN WATERMASTER**



# CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730  
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PETER KAVOUNAS, P.E.  
General Manager

## STAFF REPORT

DATE: June 27, 2019  
TO: Board Members  
SUBJECT: Professional Services Agreement Between Applied Computer Technologies and Chino Basin Watermaster (Consent Calendar Item I.E.)

### SUMMARY

Issue: Applied Computer Technologies has been providing software development and database administrator services to Watermaster since 2001. The annual professional services agreement with Applied Computer Technologies needs to be renewed to provide continuing services.

Recommendation: Approve and authorize the General Manager to execute the contract on behalf of Watermaster.

Financial Impact: The FY 2019/20 budget (which includes account number 6052.2 in the amount of \$48,000) was approved by the Board on May 23, 2019. The contract expense of \$48,000 has been funded within the FY 2019/20 budget.

### Future Consideration

**Watermaster Board – June 27, 2019:** Approve and authorize the General Manager to execute the contract on behalf of Watermaster [Normal Course of Business]

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### ACTIONS:

**Watermaster Board – June 27, 2019:**

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program*

## BACKGROUND

In the normal course of business, Chino Basin Watermaster (Watermaster) maintains many databases. The following is a listing of those databases and their functions:

1. Administration Database
  - a. Records of all documents we have in storage in the Annex.
  - b. Records of all Motions and Resolutions.
  - c. Generates annual mailing labels.
2. Assessment Package Database
  - a. Creates the annual Assessment Package.
  - b. Linked to Production Database.
  - c. Tracks Water Transactions, transfers, purchases, etc.
3. Production Database
  - a. Tracks production from all parties.
  - b. Contains records of parties and their contact information.
  - c. Tracks Assignments, Voluntary Agreements, and other transfers.
  - d. Records of wells, their owners and users, and the meters.
  - e. Generates quarterly/annual production request forms.
4. Tasks Database
  - a. Used as the basis for the SharePoint's Task and Obligations.
5. Time Keeping Database
  - a. Tracks employees' work, vacation, sick, and comp hours.
  - b. Generates Timesheets for payroll.
  - c. Calculates accrual worksheets by employee.
6. Human Resource Database
  - a. HR related employee information.
  - b. Job descriptions.
7. Recharge Database
  - a. Tracks all recharge by basin and source.
  - b. Generates monthly reports for meetings.

Watermaster does not currently have an employee on staff with the special qualifications and talents needed to maintain and develop the number of databases used at Watermaster. Watermaster utilizes specialized consultants when needed to fill in the operational needs since Watermaster intentionally employs a small number of full-time employees. As a result, Watermaster utilizes the services of Applied Computer Technologies for software development and database administrator services. Applied Computer Technologies provides specialized services such as application development and support, application interface development, SQL database administration, SharePoint programming and support, SSRS report development, system interface development, and other technologies as needed.

Watermaster has utilized the services of Applied Computer Technologies since 2001 and plans to continue the professional working relationship.

## DISCUSSION

During the annual budget development cycle, Watermaster staff works with Applied Computer Technologies to review the ongoing services required, along with developing the upcoming budget and ensure proper funding of the database administration services is included. For FY 2019/20, Watermaster intends to enter into another one-year professional services agreement with Applied Computer

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Technologies (Attachment 1). A formal contract for each fiscal year will memorialize the description of responsibilities, cost, and schedule, as well as provide legal protection should disputes arise. Additionally, it will aid in clearly identifying this annual budgeted cost.

The software development and SQL database administrator services scope of work for July 1, 2019 to June 30, 2020 are shown in the Scope of Work (Addendum A) - (Attachment 2). As reported above, the budget of \$48,000 for the estimated costs for the FY 2019/20 ongoing services have been included in the approved FY 2019/20 budget.

#### ATTACHMENTS

1. Professional Services Agreement
2. Scope of Work (Addendum A)

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## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) is entered into by and between the Chino Basin Watermaster (the “Watermaster”), located at 9641 San Bernardino Road, Rancho Cucamonga, California 91730, and Applied Computer Technologies (“Consultant”), located at 39059 S. Clubhouse Drive, Tucson, Arizona 85739, effective as of the 27<sup>th</sup> day of June, 2019 (the “Effective Date”).

1. Term of Agreement. This Agreement will terminate June 30, 2020 or prior to that time in accordance with Section 5 of this Agreement. (The period during which this Agreement is in effect, including any extensions agreed upon by the parties, is referred to as the “Term.”)
2. Services. The Watermaster and Consultant agree that, during the Term, Consultant will provide the services set forth in the Scope of Work attached as Addendum A to this Agreement, as it may be modified from time to time in writing. Consultant must provide regular written progress reports to the Watermaster, no less frequently than monthly, and maintain regular contact with the Watermaster for project clarification, guidance and issue resolution. Consultant may from time to time be required to perform other duties that are reasonably related to Consultant’s expertise and skills. Collectively, these are referred to as the “Services.” The Parties acknowledge that the Services are outside the normal scope of the Watermaster’s Business (as defined below), but that Consultant is customarily engaged in providing such Services to third parties such as the Watermaster. Consultant will coordinate with Peter Kavounas as Consultant’s Watermaster contact (the “Watermaster Contact”).
3. Compensation and Terms of Payment.
  - a. Cost of Services. In compensation for the Services, the Watermaster will pay Consultant an amount equal to the actual time worked as detailed in billing to the Watermaster, at the rate of \$130.00 per hour.
    - i. Billing Increments. Time will be billed in fifteen (15) minute intervals. Consultant will invoice time such that intervals of time worked that are less than fifteen (15) minutes are combined with other time worked, so the Watermaster is not billed for more than actual time worked by Consultant (provided that any partial intervals of time on the last invoice will be paid as if the full 15-minute interval had been worked).
    - ii. Billable Time. Consultant will not bill the Watermaster for any travel time, provided that if the Watermaster requests that Consultant travel to a location more than fifty (50) miles from its Rancho Cucamonga location, reasonable travel time to and from such location will be compensable. To the extent work performed is primarily for the Watermaster’s benefit, Consultant will bill the Watermaster for work performed at the Watermaster’s facilities, work performed via telephone (including conferences with Watermaster staff and third parties, and communications with customers, vendors), and preparation of required Watermaster paperwork and documentation. Consultant will not bill the Watermaster for administrative time of Consultant, including but not limited to preparing invoices for submission to Client; communications with the Watermaster regarding billing issues, scheduling and the like; negotiating with the Watermaster; completing IRS Form W-9; communications with Consultant’s own insurance carrier(s); time spent maintaining the license(s) and certification(s) of Consultant and its agents; etc.



- b. Expenses. Consultant will be reimbursed for expenses incurred in travel required by the Watermaster or otherwise necessary for the performance of the Services, including travel from Consultant's office location to Watermaster facilities (120 miles) at IRS-approved reimbursement rates. Except as otherwise provided herein, Consultant will be responsible for any and all expenses that may be incurred in performing the Services, including all direct and indirect costs, insurance, mileage and overhead, except as otherwise expressly agreed in writing by the Watermaster in advance with respect to particular expenses in Addendum A.
- c. Method of Payment.
  - i. Consultant must submit monthly invoices that include an accurate and detailed summary of the Services performed and the billable hours worked, itemization of any pre-approved costs incurred in accordance with Section 3(b), and documentation and receipts acceptable to the Watermaster supporting any such costs.
  - ii. The Watermaster Contact will verify the Services and costs detailed on the invoice and will confirm that the Services described therein have been satisfactorily completed and that appropriate documentation has been provided.
  - iii. The Watermaster will make a reasonable effort to pay undisputed invoiced amounts within thirty (30) calendar days. The Watermaster will communicate with Consultant regarding any disputed amounts or amounts as to which inadequate documentation has been provided by Consultant.
  - iv. The Watermaster reserves the right to withhold payment for Services that are not completed as scheduled, are completed unsatisfactorily, are behind schedule, are otherwise performed in an inadequate or untimely fashion, or are unsupported by documentation as determined by the Watermaster, with such payments to be released and paid to Consultant promptly when the Services are determined by the Watermaster to be satisfactorily completed and supported.

4. Affirmation of Independent Contractor Status.

- a. Independent Contractor. The Watermaster and Consultant each expressly understand, agree and intend that Consultant is an independent contractor in the performance of each and every part of this Agreement, and is solely responsible for all costs and expenses arising in connection with the performance of its duties, except as expressly set forth herein. All Services are to be performed solely at the risk of Consultant, and Consultant agrees to take all precautions necessary for the proper performance thereof. Consultant is solely responsible for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of the activities of Consultant and its agents. Consultant has and retains control of, and supervision over, the performance of its obligations hereunder, including scheduling and day-to-day control over the performance of the Services, and except as expressly provided herein, the Watermaster will have no right to exercise any control whatsoever over the activities or operations of Consultant. Notwithstanding the foregoing, however, Consultant may not subcontract all or any portion of the performance of the Services, or assign performance of the Services to any individual(s), without the express prior written approval of the Watermaster.

- b. Other Engagements. Nothing in this Agreement will be construed as limiting in any manner Consultant's ability to procure other engagements consistent with its obligations to the Watermaster hereunder, including its post-Term obligations.
  - c. Taxes and Related Matters. Consultant will be solely responsible for all tax and other government-imposed responsibilities relating to the performance of the Services, including but not limited to payment of all applicable federal, state, local and social security taxes, unemployment insurance, workers' compensation and self-employment or other business taxes and licensing fees. Consultant will be solely responsible for payment of all compensation owed to its agents with respect to the Services, including all applicable federal, state and local employment taxes, and will make deductions for all taxes and withholdings required by law. No federal, state or local taxes of any kind will be withheld or paid by the Watermaster on Consultant's behalf or on behalf of any employee or agent of Consultant. Consultant acknowledges that the compensation paid pursuant to this Agreement will not be considered "wages" for purposes of the Federal Insurance Contributions Act ("FICA"), unemployment or other taxes. The Watermaster will issue Consultant an IRS Form 1099 with respect to payments made under this Agreement. Consultant will be responsible for performing all payroll and record-keeping functions required by law. The compensation provided hereunder is not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Internal Revenue Code of 1986, as it may be amended from time to time ("Section 409A"). No provision of this Agreement may be interpreted or construed to transfer any liability for failure to comply with any tax obligations, including failure to comply with the requirements of Section 409A, from Consultant to the Watermaster.
  - d. No Employee Benefits from the Watermaster. As an independent contractor, neither Consultant nor its employees or agents will be eligible for benefits from the Watermaster or any related entity, including but not limited to workers' compensation, unemployment insurance, health, dental, vision, life or disability insurance, paid holidays, sick leave, vacation or other paid time off, pension or 401(k) plans, educational assistance, expense reimbursement, or any other employee benefit that may be offered now or in the future.
  - e. No Third-Party Beneficiaries. This Agreement is between the Watermaster and Consultant, and creates no individual rights for any employees or agents of Consultant. No employee or agent of Consultant will be deemed to be a third-party beneficiary hereunder, nor will any employee or agent of Consultant be deemed to have any employment or contractual relationship with the Watermaster as a result of this Agreement or his, her or its performance of services for Consultant. The Parties acknowledge that all individuals performing Services on behalf of Consultant are solely the employees and/or agents of Consultant. The Watermaster will not be responsible for payments due and owing to any subcontractors, employees or agents of Consultant; provided, however, that in the event Consultant fails timely to pay its subcontractors or agents, if the Watermaster deems it appropriate to make payments directly to any such subcontractors or agents on behalf of Consultant, notwithstanding that it has no legal obligation to do so, Consultant will reimburse the Watermaster therefor.
5. Termination of Agreement. This Agreement will expire at the end of the Term, unless earlier terminated as follows:

- a. Termination upon Written Notice. Either Party may terminate this Agreement during the Term by providing the other Party with thirty (30) days' written notice of such termination. The Watermaster may, in its sole discretion, provide compensation in lieu of all or a portion of the notice period, regardless of who initiates the termination, prorating the fees as appropriate. Payment in lieu of notice will be calculated by averaging the fees received during the prior three (3) month period and pro-rating as appropriate.
- b. Termination for Cause by the Watermaster. The Watermaster may terminate this Agreement immediately for "Cause." Cause includes, but is not be limited to, the following, as determined in the Watermaster's sole discretion: (i) failure of Consultant to comply in any material respect with this Agreement or any applicable Watermaster policy or procedure, including but not limited to the Watermaster's policy against harassment; (ii) serious personal or professional misconduct by Consultant or its agents (including, but not limited to, dishonesty, fraud, misappropriation, criminal activity or gross or willful neglect of duty); (iii) breach of Consultant's duties to the Watermaster (including but not limited to theft or misuse of Watermaster property) by Consultant or its agents; (iv) conduct that threatens public health or safety, or threatens to do immediate or substantial harm to the Watermaster's Business (as defined below), including potentially subjecting the Watermaster to civil or criminal liability; (v) falsification by Consultant or its agents of any business-related document, including invoices, or the making of any materially false or misleading statement by Consultant or its agents to or in connection with the Watermaster; or (vi) an investigation that could have an adverse impact on the Watermaster is commenced with respect to Consultant and/or its agents by an authorized regulatory agency. The Watermaster's exercise of its right to terminate for Cause will be without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. In the event of termination for Cause by the Watermaster, the only compensation due to Consultant will be payment up to the date of termination (*i.e.*, a prorated portion of the undisputed consulting fees) and outstanding reimbursable expenses, less appropriate offsets and any applicable penalty. In the event the Watermaster terminates this Agreement for Cause, it will be entitled to recover a penalty from Consultant in the amount of thirty (30) days' compensation, which penalty may be deducted from and offset against outstanding compensation due to Consultant.
- c. Penalty for Failure to Provide Notice. In the event either Party fails to provide notice of termination as required under this Agreement, the other Party will be entitled to recover a penalty in the amount of the compensation that would have been due for the length of the notice period that was not provided. By way of example, if Consultant failed to provide any notice, the Watermaster would be entitled to recover a penalty from Consultant in the amount of thirty (30) days' compensation. The penalty amount will be calculated by averaging the fees received during the prior three (3) month period and pro-rating as appropriate.

6. Obligations of Consultant.

- a. Best Abilities; Good Workmanship. Consultant will proceed with diligence and the Services will be performed in accordance with the highest professional workmanship, service and ethical standards in the field and to the satisfaction of the Watermaster. If Consultant's workmanship does not conform to these standards and the Watermaster so notifies Consultant, Consultant agrees immediately to take all action necessary to remedy the nonconformance. Any costs incurred by Consultant to

correct such nonconformance will be at Consultant's sole expense. To the extent Consultant fails to correct such nonconformance to the Watermaster's satisfaction, or the Watermaster deems Consultant incapable of correcting such nonconformance to the Watermaster's satisfaction, the Watermaster may elect to have a third party (including a subcontractor of Consultant) correct such nonconformance at Consultant's sole expense.

- b. Compliance with Law and Policies. Consultant will comply with all applicable federal, state and local laws, rules and regulations applicable to it and its agents, including but not limited to the Occupational Safety and Health Act ("OSHA"), non-discrimination laws and wage and hour requirements (including those related to classification of employees and payment of minimum wage and overtime), in the performance of the Services. Consultant will comply with the Watermaster's Code of Ethics as it may be amended from time to time, except to the extent that the Code of Ethics is inconsistent with this Agreement or with local law, rules and/or regulations. Consultant also agrees to comply with other Watermaster policies that may be applicable to it, including but not limited to the Watermaster's policies against harassment and discrimination.
- c. Equipment; Use of Watermaster Technology. In general, Consultant will be responsible for providing its own supplies, equipment and work location(s). However, to facilitate performance of the Services, Consultant and/or its agents may be provided with certain equipment by the Watermaster. In addition, to facilitate performance of the Services and communications with Watermaster representatives, agents and customers, and to ensure appropriate security levels, confidentiality and privacy protection and document retention procedures, Consultant and/or its agents may be provided with (i) a Watermaster email address, (ii) access to the Watermaster's computer system, data, files and/or premises, and (iii) access authority and login information with respect to select Watermaster accounts. To the extent Consultant and/or its agents are provided with a Watermaster email address, the applicable signature block must be approved by the Watermaster and must clearly indicate Consultant's status with respect to the Watermaster. Consultant and its agents will be subject to applicable Watermaster policies relating to usage of Watermaster equipment and systems.
- d. Insurance. The Watermaster is not obligated to procure liability or other insurance on behalf of Consultant or its employees and agents, provided that, in the event the Watermaster does elect to procure any such insurance, Consultant and its agents will assist the Watermaster in doing so by submitting to examinations and signing such applications and other instruments as may be required by the insurance carriers to which application is made for such insurance. Procurement of all appropriate insurance coverage for Consultant and/or its employees and agents is the sole responsibility of Consultant. Promptly upon request, Consultant will provide the Watermaster with certificates of insurance evidencing coverage for workers' compensation, unemployment insurance, Comprehensive General Liability insurance, and motor vehicle insurance, to include provisions for property damage, personal injury and automobile liability, to the extent applicable to Consultant. Such insurance must be in amounts satisfactory to the Watermaster and may not be reduced or canceled without the Watermaster's written approval of such reduction or cancellation. Any insurance maintained by Consultant and/or its agents will be primary insurance to the full approved limits of liability and, should the Watermaster have other valid insurance, the Watermaster insurance will be excess insurance only. The Watermaster, however, is not required to, and will not, include Consultant

or its agents as additional insureds under any policy the Watermaster maintains on its own behalf, unless otherwise required by applicable law or the terms of the Watermaster's existing insurance policies.

- e. Non-Disparagement. Consultant agrees that, during the Term and thereafter, neither it nor its agents will, directly or indirectly, take any action or make any statements, written or verbal, including statements on social media sites, that defame, disparage or in any way criticize the personal or business reputation, practices or conduct of the Watermaster or its officers, directors, employees, or other consultants. Consultant further agrees that neither it nor its agents will engage in any conduct, directly or indirectly, that may be detrimental to the Watermaster's mission, reputation, practices or conduct, including but not limited to failing timely to provide payment to Consultant's employees, agents and subcontractors.
- f. Confidential Information. In connection with the performance of the Services, Consultant and its agents will have access to Confidential Information that has been developed by, created by or provided to the Watermaster (including without limitation, information created or developed by Consultant and its agents) that has commercial value to the Watermaster's Business, and is not generally known to the public or others, or is otherwise required to be kept confidential by the Watermaster.
  - i. "Confidential Information" includes any information (whether in paper or electronic form, or contained in Consultant's memory, or otherwise stored or recorded) that is not generally known and relates to the Watermaster's Business, if such information has been expressly or implicitly protected by the Watermaster from unrestricted use by persons not associated with the Watermaster. Confidential Information includes, but is not limited to, information contained in or relating to the manner and details of the Watermaster's operation, organization and management; passwords; concepts; programs; trade secrets; product designs; innovations; source codes and documentation; software; data; protocols; best practices; testing and diagnostic methods; plans; processes and techniques; treatment methodologies; program data; projects; patient names, addresses and other data; patient schedules, treatment methods, plans, notes and therapies; the identities and contact information of, and details regarding Watermaster's relationship with, actual and prospective distributors, contractors and vendors; fees and charges to the Watermaster's clients; pricing data and related information; marketing methods, plans or proposals; prospective patient lists and related information; applicant and employee personnel information; pricing information; financial information; and legal and business strategies and plans, as well as any other information marked "confidential," "proprietary," "secret" or the like. Confidential Information also includes information of the Watermaster's affiliates, customers, vendors, consultants, referral sources, contractors, partners, shareholders, investors, employees and other third parties that was disclosed or entrusted to the Watermaster or to Consultant in the course of business with the expectation of confidentiality.
  - ii. Consultant agrees that, unless authorized in writing by the Watermaster's General Manager, neither Consultant nor its agents will, directly or indirectly, disclose or use any Confidential Information for their own benefit or for the benefit of any other individual or entity, either during the Term or thereafter.

- iii. If, during the Term or at any time thereafter, Consultant or its agents receives a request to disclose any Confidential Information, whether under the terms of a subpoena, court order, or other governmental order or otherwise, Consultant or its agents will notify the Watermaster immediately of the details of the request, including providing a copy thereof, and will consult with the Watermaster on the advisability of taking legally available steps to resist or narrow such request. If disclosure of such Confidential Information is required to prevent Consultant and/or its agents from being held in contempt or subject to other penalty, Consultant or its agents will furnish only such portion of the Confidential Information as, in the written opinion of legal counsel satisfactory to the Watermaster, Consultant or its agents is legally compelled to disclose, and Consultant and its agents will use their best efforts to assist the Watermaster in obtaining an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.
- g. Ownership, Return of Property and Duties upon Termination. All Confidential Information, reports, recommendations, documents, drawings, plans, presentations, specifications, technical data, databases, charts, files, actual and prospective donor information, fundraising plans and other information developed by or provided to Consultant and/or its agents in connection with Consultant's affiliation with the Watermaster are and will remain the property of the Watermaster. Upon termination of this Agreement for any reason, or at such earlier time as the Watermaster may request, Consultant and its agents will immediately (i) discontinue any use of the name, logo, trademarks, or slogans of the Watermaster; (ii) discontinue all representations or statements from which it might be inferred that any continuing relationship exists between Consultant and/or its agents and the Watermaster; (iii) provide to the Watermaster reproducible copies (including electronic versions if available, in native format and with all supporting materials such as fonts, graphics and attachments) of all work product prepared or modified by Consultant and/or its agents and not previously provided to the Watermaster, whether completed or not; (iv) return to the Watermaster all tangible and intangible property, documents, information, and products of the Watermaster, in whatever form or format, including originals and all copies of documents, drawings, computer printouts, notes, memoranda, specifications, hard drives, flash drives, disks or storage media of any kind, including all copies, summaries and compilations thereof, in the possession, custody or control of Consultant and/or its agents; (v) promptly and permanently delete any Confidential Information stored in the internal and/or personal email account(s), computer(s), electronic devices, voicemails, storage media and cloud-based storage (including but not limited to external hard drives, flash drives, and discs) of Consultant and/or its agents, and certify the same to the Watermaster; and (vi) provide the Watermaster with any and all passwords, source codes, security codes, administrative access information and/or other information in the possession of Consultant and/or its agents necessary to enable the Watermaster to get the benefit of the Services.
- h. Cooperation. During the Term and thereafter, Consultant and its agents will fully cooperate in the investigation by the Watermaster of any issues, and the defense of any claims by, against or otherwise involving the Watermaster that might arise that could involve Consultant and/or its agents or information within their knowledge, regardless of whether Consultant and/or its agents personally are named in the action, without additional compensation for such cooperation other than reimbursement of reasonable costs related to such cooperation.

7. No Authority to Bind the Watermaster. Neither Consultant nor its agents have any authority, right or ability to bind or commit the Watermaster in any way or incur any debts or liabilities in the name of or on behalf of the Watermaster (including, without limitation, by entering into contracts or agreeing to contract terms) without the express prior written consent of the Watermaster in each individual instance, and will not attempt to do so or imply that it may do so. Consultant and its agents agree not to advertise, promote or represent to any third party that Consultant or its agents are the employees or agents of the Watermaster. Consultant and its agents may represent only that the Parties have an independent contractor relationship pursuant to which Consultant has accepted an opportunity to provide Consultant's customary services to the Watermaster. Consultant and its agents will refrain from using the Watermaster's name in any advertisement, promotion, business card, website, or similar manner without the Watermaster's prior written consent. Consultant and its agents will not add to, delete from or modify any documentation or forms provided by the Watermaster, except with the prior written consent of the Watermaster.

8. Indemnification; Limitation on Liability.

a. By Consultant. Consultant agrees to indemnify, defend (with counsel selected by the Watermaster) and hold harmless the Watermaster and its affiliates, successors, agents, employees, insurers, officers and directors (the "Watermaster Indemnified Parties") from and against any and all claims, demands, damages, costs, losses, taxes, penalties, assessments, judgments, interest payments, and expenses of whatever kind and nature, to the fullest extent permitted by law, including but not limited to attorneys' fees and expert witness costs, directly or indirectly arising out of or resulting from or on account of: (i) any claim, demand, and/or determination that the Watermaster is the employer (whether sole, joint and/or common law) of any employee, contractor, subcontractor or agent engaged by or through Consultant to work on the Services and any statutory or common law claims brought by Consultant's agents or employees arising from or relating to the employment relationship or other affiliation or termination thereof, including but not limited to claims under the California Fair Employment and Housing Act, the California Family Rights Act, the California Government Code, the California Business and Professions Code, and the California Labor Code, or similar federal statutes, all as amended, for discrimination, harassment, workers' compensation, unemployment or unpaid compensation or benefits; (ii) any claim, demand or charge based upon acts or omissions of Consultant or its agents in relation to the Services; (iii) any claim for negligence or misconduct against any of the Watermaster Indemnified Parties in connection with the engagement of Consultant and/or arising under or relating to this Agreement, including without limitation any unauthorized effort by Consultant or its agents to bind the Watermaster with respect to third parties or the failure of Consultant or its agents to comply with their obligations under this Agreement; (iv) any claim for injuries or deaths to any person or for damage to or destruction of property resulting from any act or omission of Consultant or its agents arising under or relating to this Agreement, including but not limited to any motor vehicle accident; (v) any misappropriation, misuse or theft of Confidential Information, unfair competition, breach of contract, or other acts or omissions of Consultant or its agents that harm or damage (or threaten to harm or damage) any of the Watermaster Indemnified Parties or their business, goodwill or reputation; and (vi) any claims that any work performed by Consultant infringes or violates any third party's patent, copyright, trade secret or any other intellectual property or proprietary right. Such obligations will not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity that would otherwise exist as to a Watermaster Indemnified Party, and do not limit the Watermaster's rights under any

applicable law to seek additional relief. The indemnification obligations of Consultant under this Paragraph will not be subject to any limitation on amount or type of damages, compensation or benefits payable by or for the Watermaster under workers' compensation laws, unemployment statutes, disability or other employee benefit acts, any applicable insurance policy, or any other federal, state or local law or regulation.

- b. By the Watermaster. The Watermaster agrees to defend, indemnify and hold Consultant and its officers, directors, employees and agents harmless from and against any and all claims, demands, damages, costs, losses, taxes, penalties, assessments, judgments, interest payments, and expenses of whatever kind and nature, to the fullest extent permitted by law, including but not limited to attorneys' fees and expert witness costs, directly or indirectly arising out of or resulting from (i) the Watermaster's gross negligence or willful misconduct relating to its performance under this Agreement, and (ii) claims brought against Consultant by a third party as a result of Consultant's activities as authorized by the Watermaster and/or Consultant's activities that are within the course and scope of this Agreement, in each case only to the extent that such losses, costs, claims, demands, judgments or liability are not due in whole or in part to the negligence or wrongful act(s) of Consultant and/or its agents. The Watermaster may, at its option, elect to provide a defense in lieu of indemnifying Consultant for attorneys' fees and related defense costs, subject to applicable conflict of interest considerations. In any proceeding in which defense and/or indemnification will be sought by Consultant, Consultant must give prompt written notice of such proceeding to the Watermaster. As a condition to receiving indemnification, Consultant also must promptly cooperate with all reasonable requests by the Watermaster in connection with the defense of such proceeding. The right to indemnification of Consultant does not apply to (i) any proceeding initiated by Consultant or its agents against the Watermaster or any other person or entity, including counterclaims, unless the Watermaster has expressly agreed in writing to waive this provision with respect to the proceeding at issue, (ii) any proceeding initiated by the Watermaster against Consultant and/or its agents, (iii) any Proceeding alleging or involving conduct by Consultant and/or its agents that the Watermaster in its sole discretion determines was outside the course and scope of the Services, was in breach of this Agreement, constituted gross misconduct or was a violation of applicable law or the ethical duties of Consultant and/or its agents, or (iv) any situation in which indemnification of Consultant and/or its agents is not authorized or permitted pursuant to the applicable law.
- c. Limitation on the Watermaster's Liability. The Watermaster will not be liable to Consultant or its agents for any incidental, indirect, special, consequential, punitive or reliance damages of any nature whatsoever, regardless of the foreseeability thereof (including, but not limited to, any claim for loss of services, lost profits or lost revenues) arising under or related to this Agreement, whether based on breach of contract, tort, breach of warranty, negligence or any other theory of liability in law or in equity. Notwithstanding anything to the contrary in this Agreement, the Watermaster's entire liability, and Consultant's ability to recover damages, at law or in equity, with respect to any and/or all claims, damages, losses, costs or causes of action arising from or related to this Agreement (other than any action for payment of the Services and invoices related thereto) may not exceed the aggregate dollar amount paid by the Watermaster to Consultant under this Agreement.



9. General Provisions.

- a. Entire Agreement. This Agreement, along with other documents incorporated herein, constitutes the entire agreement between the Watermaster and Consultant relating to the subject matter hereof and supersedes all prior oral and written understandings, communications and agreements relating to such subject matter, whether verbal or written, implied or otherwise. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement will be controlling.
- b. Assignment. This Agreement is not assignable by Consultant, and any purported transfer or assignment is void. This Agreement, or the Watermaster's interest in this Agreement, may be assigned and transferred by the Watermaster, temporarily or permanently, whether expressly, by operation of law or otherwise, and Consultant agrees to perform the Services for the benefit of any such assignee.
- c. Nonexclusive Nature of Agreement. This Agreement does not grant Consultant and/or its agents an exclusive privilege or right to supply Services to the Watermaster. Other than as expressly set forth in this Agreement, the Watermaster makes no representations or warranties as to a minimum or maximum procurement of Services hereunder. Nothing in this Agreement will be construed as limiting in any manner the ability of Consultant or its agents to procure other engagements consistent with their obligations to the Watermaster hereunder, including the post-Term obligations.
- d. Use of Name, Likeness and Biography. The Watermaster will have the right (but not the obligation) to make public announcements concerning the affiliation of Consultant and its agents with the Watermaster. The Watermaster will have the right (but not the obligation) to use, publish and broadcast, and to authorize others to do so, the name, likeness and biographical material of Consultant and its agents to advertise, publicize and promote the business of the Watermaster.
- e. Amendments; Waiver. This Agreement may not be amended except by a writing executed by all of the Parties hereto. No waiver by either Party of a right or remedy hereunder will be deemed to be a waiver of any other right or remedy or of any subsequent right or remedy of the same kind.
- f. Provisions Subject to Applicable Law; Modification; Severability. All provisions of this Agreement will be applicable only to the extent that they do not violate any applicable law. If any term, provision or condition of this Agreement is held to be invalid, illegal, or unenforceable by any court or arbitrator of competent jurisdiction, as to such jurisdiction that provision will be limited ("blue-penciled") to the minimum extent necessary so this Agreement will otherwise remain enforceable in full force and effect. To the extent such provision cannot be so modified, the offending provision will, as to such jurisdiction, be deemed severable from the remainder of this Agreement.
- g. Notices. All notices, consents, waivers, and other communications under this Agreement will be deemed to have been duly given when (i) delivered by hand; (ii) when received by the addressee, if sent by registered mail (return receipt requested), a nationally recognized overnight delivery service (signature requested) or electronic mail, in each case to the addresses or mail addresses set forth below (or to such other addresses as either Party may designate upon written notice):

If to Consultant:

**Applied Computer Technologies  
Attn: Susan M. Knowlton  
39059 S. Clubhouse Drive  
Tucson, Arizona 85739  
Email: knowlton.sue@gmail.com**

If to Watermaster:

**Chino Basin Watermaster  
Attn: Peter Kavounas  
9641 San Bernardino Road  
Rancho Cucamonga, California 91730  
Email: PKavounas@cbwm.org**

With a copy to:

**Brownstein Hyatt Farber Schreck, LLP  
21 E. Carrillo Street  
Santa Barbara, California 93101-2782  
Attention: Scott Slater  
Email: sslater@bhfs.com**

- h. Construction. The Section headings throughout this Agreement are for convenience and reference only, and the words contained therein in no way will be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement. The word "including" will mean "including but not limited to." The word "agents" includes employees, contractors and other representatives. Both Parties participated in the drafting of this Agreement, and each had the opportunity to consult with counsel of their own choosing in connection therewith. The rule that ambiguities in an agreement will be construed against the drafter does not apply to this Agreement.
- i. Force Majeure. Each Party's obligations hereunder will be suspended during the duration of events beyond that Party's reasonable control (including but not limited to labor strikes, lockouts, enactment of laws or regulations, civil unrest, and acts of God), provided such Party makes reasonable efforts to perform and resumes performance at the earliest opportunity. If Consultant suspends the Services for a period in excess of five (5) calendar/business days, the Watermaster may elect to terminate this Agreement immediately thereafter by providing written notice thereof, notwithstanding anything to the contrary in Section 5 of this Agreement .
- j. Governing Law and Forum. This Agreement is entered into and will be governed by and construed and enforced in accordance with the laws of the State of California. Any action brought to enforce any right or obligation under this Agreement will be subject to the exclusive jurisdiction of the courts of the State of California and will be brought in the Court maintaining jurisdiction over the case Chino Basin Municipal Water District v. City of Chino, San Bernardino Superior Court Case No. RCV RS 51010. The Parties irrevocably consent to the exclusive jurisdiction of such court (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding. The prevailing Party in any action related to this Agreement, including

the breach or enforcement hereof, will be entitled to recover its costs and reasonable attorneys' fees and expenses.

- k. Legal and Equitable Remedies. Because Consultant's services are personal and unique, and because Consultant and its agents will have access to and become acquainted with the Confidential Information. Watermaster will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, without prejudice to any other rights and remedies that the Watermaster may have for a breach of this Agreement, and Consultant and its agents waive the claim or defense that the Watermaster has an adequate remedy at law.
  
- l. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original but both of which taken together will constitute but one and the same instrument.

**Applied Computer Technologies**

**Chino Basin Watermaster**

By: \_\_\_\_\_  
Susan M. Knowlton

By: \_\_\_\_\_  
Peter Kavounas

Its: President

Its: General Manager

## **ADDENDUM A: SCOPE OF WORK**

Consultant will provide to the Watermaster Software Development and SQL Database Administrator Services, including the following:

- Application Development and Support
- Application Interface Development
- SQL Database Administration
- SharePoint Programming and Support
- SSRS Report Development
- System Interface Development
- Other technologies as needed

The exact work to be performed during the Term will be identified in coordination with Watermaster staff, as it may be modified from time to time. The implementation plan will be developed and directed by Consultant.

The anticipated time for this work is approximately eight hours per week. In addition, Consultant will provide on-site services one business day per month at the Watermaster's offices in Rancho Cucamonga to facilitate interaction with Watermaster staff on the status and scope of the project, ongoing needs, and modifications.

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**ADDENDUM A****Applied Computer Technologies****BUSINESS SOLUTIONS PROVIDER**

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June 18, 2019

Joe Joswiak  
Chino Basin Watermaster  
9641 San Bernardino Road  
Rancho Cucamonga, CA 91730

SUBJECT: Software Development and SQL Database Administrator Services  
Scope of Work for July 1, 2019 to June 30, 2020

Dear Mr. Joswiak,

I am pleased to offer continuing software development and database administrator services for Chino Basin Watermaster (CBWM) for the 2019-2020 fiscal year. The ongoing services to be provided include the following:

- Application Development and Support
- Application Interface Development
- SQL Database Administration
- SharePoint Programming and Support
- SSRS Report Development
- System Interface Development
- Other technologies as needed

The exact work to be performed during the Term will be identified in coordination with Watermaster staff, as it may be modified from time to time. The implementation plan will be developed and directed by Consultant. These services will continue to be provided one day per week with one day per month onsite at CBWM's offices in Rancho Cucamonga. Onsite visits will include 120 miles billed at IRS approved reimbursement rates. The hourly consulting rate for fiscal year 2019-2020 is \$130 per hour.

If you have additional questions, please do not hesitate to contact me at 951-265-0433 or by email to [appliedcomputertechnologiesllc@gmail.com](mailto:appliedcomputertechnologiesllc@gmail.com).

Thank you.



Susan M. Knowlton  
President, Applied Computer Technologies

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# **CHINO BASIN WATERMASTER**

## **I. CONSENT CALENDAR**

### **F. FISCAL YEAR 2019/20 PAY SCHEDULE**





# CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730  
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

---

PETER KAVOUNAS, P.E.  
General Manager

## STAFF REPORT

DATE: June 27, 2019  
TO: Board Members  
SUBJECT: FY 2019/20 Pay Schedule (Consent Calendar Item I.F.)

### SUMMARY

Issue: A Pay Schedule for FY 2019/20 needs to be adopted.

Recommendation: Adopt the FY 2019/20 Pay Schedule.

Financial Impact: The salary costs according to the recommended Pay Schedule for the ten budgeted Watermaster positions are included in the FY 2019/20 Watermaster Budget of \$8,612,327. The Approved FY 2019/20 budget was adopted by the Watermaster Board on May 23, 2019.

Future Consideration  
Watermaster Board – June 27, 2019: Adopt (Normal Course of Business)

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ACTIONS:  
June 27, 2019 – Watermaster Board:

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program*

## BACKGROUND

To ensure compliance with CalPERS regulations, Chino Basin Watermaster developed a Pay Schedule which must be adopted by the Watermaster Board in open session and provide the required information (as provided in CCR 570.5) for current employees and potential positions which could be filled as approved.

On June 28, 2018, the Watermaster Board approved the FY 2018/19 Pay Schedule and the FY 2018/19 Pay Schedule became effective on July 1, 2018. No other changes or adjustments to the FY 2018/19 Pay Schedule have been approved by the Watermaster Board. The FY 2018/19 Pay Schedule is posted on the Watermaster website using the following link:

<http://www.cbwm.org/docs/20180628%20-%20CBWM-APPROVED%20Pay%20Schedule-FY2018-2019-V1.pdf>

## DISCUSSION

For FY 2019/20, the attached Pay Schedule was used to develop the Watermaster salary expense of \$1,224,009, an integral portion of the labor budget. The fiscal year salary budget of \$1,224,009 was developed with ten full time employees and currently Watermaster employs ten full time employees. Please note the labor budget for FY 2019/20 does not include every position on the Pay Schedule, only those that are currently or projected to be filled in the upcoming fiscal year.

The attached FY 2019/20 Pay Schedule includes the recommendations made by the Personnel Committee during a meeting held on November 6, 2018. The FY 2019/20 Pay Schedule includes a CPI increase (based upon January to January data), which is consistent with the Personnel Committee policy for the last seven years. The CPI increase for the FY 2019/20 Pay Schedule is 3.1%.

Once adopted, the recommended FY 2019/20 Pay Schedule will supersede the previously adopted FY 2018/19 Pay Schedule and will become effective on July 1, 2019. Chino Basin Watermaster will make the FY 2019/20 Pay Schedule publicly available by posting it to the Chino Basin Watermaster website [www.cbwm.org](http://www.cbwm.org) under the Careers/Salary and Benefits section.

## ATTACHMENT:

1. FY 2019/20 Pay Schedule – Effective July 1, 2019

P103

CHINO BASIN WATERMASTER										Effective Date: July 1, 2019							
PAY SCHEDULE										Approved by Board:							
Revision Date: March 26, 2019																	
POSITION	TYPE									LOW	MONTHLY					HIGH	
General Manager	1									\$18,778.56	\$19,717.49	\$20,703.37	\$21,738.54	\$22,825.46	\$23,966.74	\$25,000.00	
Chief Financial Officer	1									\$11,728.73	\$12,315.17	\$12,930.93	\$13,577.48	\$14,256.35	\$14,969.17	\$15,717.63	
										HOURLY							
										MONTHLY							
		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G		
Water Resources Management and Planning Director	2	\$67.22	\$70.58	\$74.11	\$77.82	\$81.71	\$85.79	\$90.08	\$11,651.58	\$12,234.16	\$12,845.87	\$13,488.17	\$14,162.57	\$14,870.70	\$15,614.24		
Sr. Environmental Engineer	2	\$51.71	\$54.29	\$57.01	\$59.86	\$62.85	\$65.99	\$69.29	\$8,962.75	\$9,410.89	\$9,881.43	\$10,375.50	\$10,894.28	\$11,438.99	\$12,010.94		
Water Resources Technical Mgr.	3	\$51.22	\$53.78	\$56.47	\$59.29	\$62.25	\$65.37	\$68.63	\$8,877.39	\$9,321.26	\$9,787.32	\$10,276.69	\$10,790.53	\$11,330.05	\$11,896.55		
Water Resources Sr. Associate	3	\$39.40	\$41.37	\$43.43	\$45.61	\$47.89	\$50.28	\$52.80	\$6,828.76	\$7,170.20	\$7,528.71	\$7,905.15	\$8,300.41	\$8,715.43	\$9,151.20		
Water Resources Associate	3	\$30.37	\$31.89	\$33.49	\$35.16	\$36.92	\$38.77	\$40.70	\$5,264.81	\$5,528.05	\$5,804.45	\$6,094.68	\$6,399.41	\$6,719.38	\$7,055.35		
Sr. Field Operations Specialist	3	\$28.10	\$29.50	\$30.98	\$32.52	\$34.15	\$35.86	\$37.65	\$4,870.02	\$5,113.52	\$5,369.20	\$5,637.66	\$5,919.54	\$6,215.52	\$6,526.29		
Field Operations Specialist	3	\$23.88	\$25.08	\$26.33	\$27.65	\$29.03	\$30.48	\$32.00	\$4,139.52	\$4,346.49	\$4,563.82	\$4,792.01	\$5,031.61	\$5,283.19	\$5,547.35		
Executive Services Director / Board Clerk	3	\$49.81	\$52.30	\$54.91	\$57.66	\$60.54	\$63.57	\$66.74	\$8,632.97	\$9,064.62	\$9,517.85	\$9,993.74	\$10,493.43	\$11,018.10	\$11,569.01		
Sr. Accountant	3	\$31.88	\$33.48	\$35.15	\$36.91	\$38.75	\$40.69	\$42.72	\$5,526.10	\$5,802.40	\$6,092.52	\$6,397.15	\$6,717.00	\$7,052.85	\$7,405.50		
Accountant	3	\$27.10	\$28.45	\$29.88	\$31.37	\$32.94	\$34.59	\$36.32	\$4,697.19	\$4,932.04	\$5,178.65	\$5,437.58	\$5,709.46	\$5,994.93	\$6,294.68		
Administrative Assistant	3	\$23.79	\$24.98	\$26.23	\$27.54	\$28.91	\$30.36	\$31.88	\$4,123.07	\$4,329.22	\$4,545.68	\$4,772.97	\$5,011.61	\$5,262.19	\$5,525.30		
Office Specialist/Receptionist	3	\$20.24	\$21.25	\$22.31	\$23.42	\$24.60	\$25.83	\$27.12	\$3,507.40	\$3,682.77	\$3,866.91	\$4,060.26	\$4,263.27	\$4,476.44	\$4,700.26		
Classifications:																	
Type 1: Exempt - Executive Management																	
Type 2: Exempt - Mid-Management/Supervisor																	
Type 3: Non-Exempt (Operations)																	
Type 3: Non-Exempt (Administration)																	

ATTACHMENT 1

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# CHINO BASIN WATERMASTER

## II. BUSINESS ITEMS

A. 2018 PRADO BASIN HABITAT SUSTAINABILITY COMMITTEE  
ANNUAL REPORT



# CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730  
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

---

PETER KAVOUNAS, P.E.  
General Manager

## STAFF REPORT

DATE: June 27, 2019

TO: Board Members

SUBJECT: 2018 Annual Report of the Prado Basin Habitat Sustainability Committee  
(Business Item II.A.)

### SUMMARY

Issue: Pursuant to the monitoring and mitigation requirements of the Peace II Subsequent Environmental Impact Report, the Prado Basin Habitat Sustainability Committee must prepare an Annual Report. The Committee presents its 3<sup>rd</sup> Annual Report for Water Year 2018.

Recommendation: Receive and File.

Financial Impact: No impact.

### Future Consideration

**Watermaster Board: June 27, 2019:** Receive and file [Watermaster D & P]

---

### ACTIONS:

**Agricultural Pool – June 12, 2019:** Unanimously recommended Advisory Committee to recommend to the Watermaster Board to receive and file.

**Appropriative Pool – June 13, 2019:** Unanimously recommended Advisory Committee to recommend to the Watermaster Board to receive and file.

**Non-Agricultural Pool – June 13, 2019:** Unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem necessary.

**Advisory Committee – June 20, 2019:** Unanimously recommended to the Watermaster Board to receive and file

**Watermaster Board – June 27, 2019:**

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program*

## BACKGROUND

The Prado Flood Control Basin (Prado Basin) is located in the southernmost, downgradient portion of the Chino Groundwater Basin (Chino Basin). Surface-water flow within the middle Santa Ana River (SAR) and its tributaries discharge into and through the Prado Basin behind Prado Dam, the main flood-control facility on the middle SAR. The US Army Corps of Engineers, in coordination with the Orange County Water District (OCWD), regulates releases from Prado Dam for the purposes of flood control and groundwater recharge in Orange County. The major components of discharge within the SAR and its tributaries are: runoff from precipitation, discharge of tertiary-treated effluent from wastewater treatment plants, rising groundwater, discharge of untreated imported water for groundwater recharge, and other dry-weather runoff. The SAR and its tributaries are unlined across the Prado Basin, which allows for groundwater/surface-water interaction. Groundwater in Chino Basin generally flows from the forebay regions in the north towards Prado Basin in the south. Depth to groundwater is relatively shallow in the Prado Basin area, where groundwater losses can occur via evapotranspiration by riparian vegetation and rising-groundwater outflow to the SAR and its tributaries.

The surface-water impoundments behind Prado Dam and the shallow groundwater have created within Prado Basin the largest riparian forest in Southern California. The riparian forest provides critical habitat for various threatened and endangered species including the Least Bell's Vireo, Southwestern Willow Flycatcher, Yellow-Billed Cuckoo, and the Santa Ana Sucker.

To further implement the goals and objectives of the Chino Basin Optimum Basin Management Program (OBMP), the Chino Basin Watermaster executed the Peace II Agreement in 2007. The primary features of the Peace II Agreement are to provide for Basin Re-operation and the attainment of Hydraulic Control of the Chino Basin. Hydraulic Control is defined as the elimination of groundwater discharge from the Chino-North Management Zone to the Prado Basin, or its reduction to *de minimis* quantities (i.e., less than 1,000 acre-feet per year [afy]). Hydraulic Control ensures that the water management activities in the Chino-North Management Zone will not impair the beneficial uses designated for water quality of the SAR downstream of Prado Dam. Basin Re-operation means the increase in controlled overdraft of the Chino Basin, as defined in the Judgment, from 200,000 acre-ft over the period of 1978 through 2017 to 600,000 acre-ft through 2030. Both desalter expansion in the southwestern portion of the Chino Basin and Re-operation (controlled overdraft over the whole of the Chino Basin) are required to achieve Hydraulic Control. Hydraulic Control was achieved in 2016, and will be maintained through expansion of the desalter program from its current approximate 30,000 afy of groundwater production to 40,000 afy, and the completion of Basin Re-operation.

One of the potential impacts of the Peace II Agreement activities described above is the lowering of groundwater levels (drawdown) in the Prado Basin area, which may impact the riparian habitat that is dependent upon groundwater. To address the potential drawdown and its impact on the riparian habitat, the monitoring and mitigation requirements in the Peace II Subsequent Environmental Impact Report (SEIR) calls for the development and implementation of an adaptive management program for the Prado Basin habitat:

### ***Biological Resources/Land Use & Planning—Section 4.4-3 of the Peace II SEIR***

*The Chino Basin Stakeholders are committed to ensuring that the Peace II Agreement actions will not significantly adversely impact the Prado Basin riparian habitat. This includes the riparian portions of Chino and Mill Creek's between the terminus of hard lined channels and Prado Basin proper.*

*The available modeling data in the SEIR indicates that Peace II Agreement implementation will not cause significant adverse effects on the Prado Basin riparian habitat. However, the following contingency measure will be implemented to ensure that the Prado Basin riparian habitat will not incur unforeseeable significant adverse effects, due to implementation of Peace II. IEUA, Watermaster, OCWD and individual stakeholders, that choose to participate, will jointly fund and develop an adaptive management program that will include, but not be limited to:*

- *monitoring riparian habitat quality and extent;*

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program*

- *investigating and identifying essential factors to long-term sustainability of Prado Basin riparian habitat;*
- *identification of specific parameters that can be monitored to measure potential effects of Peace II Agreement implementation effects on Prado Basin; and*
- *identification of water management options to minimize the Peace II Agreement effects on Prado Basin.*

*This adaptive management program will be prepared as a contingency to define available management actions by Prado Basin stakeholders to address unforeseeable significant adverse impacts, as well as to contribute to the long-term sustainability of the Prado Basin riparian habitat.*

*The above effort will be implemented under the supervision of a newly-formed Prado Basin Habitat Sustainability Committee. This Committee will include representatives from all interested parties and will be convened by the Watermaster and IEUA. Annual reports will be prepared and will include recommendations for ongoing monitoring and any adaptive management actions required to mitigate any measured loss or prospective loss of riparian habitat that may be attributable to the Peace II Agreement. As determined by Watermaster and IEUA, significant adverse impacts to riparian habitat that are attributable to the Peace II Agreement will be mitigated.*

Pursuant to these monitoring and mitigation requirements of the Peace II SEIR, the Inland Empire Utilities Agency (IEUA) and the Chino Basin Watermaster (Watermaster) convened the Prado Basin Habitat Sustainability Committee (PBHSC) to develop the Prado Basin Habitat Sustainability Program (PBHSP). The PBHSP is an adaptive management program to ensure that the riparian habitat in the Prado Basin will not incur unforeseeable significant adverse effects due to implementation of the Peace II Agreement.

The draft Annual Report for Water Year (WY) 2018 was published and distributed on April 30, 2019. Watermaster and IEUA presented the draft report to members of the PBHSC at a meeting on May 14, 2019. A fourteen day comment period was provided, and no comments were received.

## DISCUSSION

The Annual Report for WY 2018 is the third annual report prepared by the Watermaster and IEUA for the PBHSC. It documents the collection, analysis, and interpretations of the data and information generated by the PSHSP through September 30, 2018 and is organized into the following sections:

**Section 1 – Introduction.** This section describes the background and objectives of the PBHSP and the Annual Report.

**Section 2 – Monitoring, Data Collection, and Methods.** This section describes the collection of historical information and recent monitoring data, and the groundwater-modeling activities performed during WY 2018 for the PBHSP.

**Section 3 – Results and Interpretations.** This section describes the results and interpretations that were derived from the information, data, and groundwater-modeling.

**Section 4 – Conclusions and Recommendations.** This section summarizes the main conclusions derived from the PBHSP through the prior water year and describes the recommended activities for the subsequent fiscal year as a proposed scope-of-work, schedule, and budget.

**Section 5 – References.** This section lists the publications cited in the report.



### **The Report's Main Findings and Recommendations:**

The quality of riparian habitat has been characterized through analyses of air photos, maps, and time-series charts of NDVI for large and small areas located throughout the Prado Basin. This analysis has indicated notable declines in the greenness of the riparian vegetation over the past one to three years (2015-2018) in some areas:

Declining groundwater levels are not likely the cause of the recent declines in the greenness of the riparian vegetation because groundwater levels across the study area were relatively stable during 2015-2018.

The Prado Basin has experienced a prolonged dry period over the last 19 years and a recent warming trend, particularly over the last six years. The dry conditions and warming temperatures may be a contributing cause of recent declines in the greenness of the riparian vegetation during 2015-2018.

Stream discharge during the growing season in Chino Creek, Mill Creek, and the SAR has decreased over time. These declines in stream discharge during the growing season may be a contributing cause of the recent declines in the greenness of the riparian vegetation during 2015-2018.

Wildfires in the Prado Basin burned areas of riparian habitat southeast of the OCWD Wetlands in 2015 and along Chino Creek in 2018, which contributed to recent declines in the greenness of the riparian vegetation during 2015-2018.

The vegetation field surveys performed by the USBR in 2016 noted the presence of a pest (PSHB) at about 80 percent of the sites surveyed along Chino Creek, Mill Creek, and the SAR. PSHB can affect tree health and result in reduced canopy cover or tree mortality. The PSHB may be a contributing cause of recent declines in the greenness of the riparian vegetation during 2015-2018.

There are numerous habitat restoration projects implemented by OCWD, SAWA, and others throughout the Prado Basin, including the removal of arundo, a non-native invasive plant. The removal of arundo helps to restore native vegetation and reduce the consumptive use of water but can also cause declines in the greenness of the riparian vegetation. This was observed in the upper reach of the SAR near SAR-1 from 2016-2018 and the area southeast of the OCWD Wetlands where the regrowth of arundo is being treated within the 2015 wildfire burn area.

Shallow groundwater in Prado Basin provides a source water for consumptive use by the riparian vegetation. Analysis of groundwater/surface water interactions in the Prado Basin indicates that the northern reaches of Mill Creek and the SAR are "losing reaches," characterized by streambed recharge. Most other areas along Chino Creek and Mill Creek are "gaining reaches," characterized by groundwater discharge. However, at most locations in Prado Basin, groundwater/surface-water interactions are complex, and there appears to be multiple, transient source waters that feed the shallow groundwater. Additional monitoring is needed to better characterize the source waters and the groundwater/surface-water interactions in these locations. This additional monitoring began in WY 2018 as a pilot program that included the installation of probes in selected PBHSP monitoring wells and in the adjacent surface water.

The annual report includes a recommended scope of work for monitoring and reporting for FY 2019/20 with an estimated cost of \$267,000. Watermaster and IEUA have approved the scope-of-work and budget recommendations and are cost-sharing partners for this program. The Orange County Water District will also contribute \$10,000 for the acquisition of a high-resolution air photo of the Prado Basin in 2018.

At this time, the PBHSC is not recommending any changes in the Adaptive Management Plan or any mitigation measures for Hydraulic Control or Basin Re-Operation at this time.

The item was presented to the three Pools and it was unanimously recommended to receive and file.

The Advisory Committee considered this item at their June 20, 2019 meeting and unanimously recommended the Watermaster Board to receive and file.

#### ATTACHMENTS

1. 2018 Annual Report of the Prado Basin Habitat Sustainability Committee  
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Annual Report of the Prado Basin Habitat Sustainability  
Committee

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# CHINO BASIN WATERMASTER

## II. BUSINESS ITEMS

### B. GENERAL MANAGER EMPLOYMENT CONTRACT AMENDMENT #5



# CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, Ca 91730  
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

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PETER KAVOUNAS, P.E.  
General Manager

## STAFF REPORT

DATE: June 27, 2019  
TO: Board Members  
SUBJECT: General Manager Employment Contract Amendment #5 (Business Item II.B.)

### SUMMARY

Issue: At its May 23, 2019 meeting, the Watermaster Board provided direction to its negotiator regarding a potential change in the General Manager's employment agreement and Legal Counsel has prepared a draft amendment to that employment agreement for consideration and possible action by the Board.

Recommendation: None. Public Board discussion, deliberation, and possible action on proposed employment agreement amendment.

Financial Impact: The change to the General Manager's contract would have no effect on the Approved FY 2019/20 budget.

Future Consideration  
Watermaster Board – June 27, 2019: Approval [Within WM Duties and Powers]

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ACTIONS:  
Watermaster Board – June 27, 2019:

*Watermaster's function is to administer and enforce provisions of the Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program*

## BACKGROUND

The General Manager's employment terms are described in the June 30, 2014 Employment Agreement, as amended (Attachment 1), and may be modified from time to time by agreement among the General Manager and the Watermaster Board.

## DISCUSSION

At its May 23, 2019 meeting, the Watermaster Board provided direction to its negotiator regarding potential changes in the General Manager's employment agreement and an incentive pay bonus pursuant to section 5.b. of the General Manager's Employment Agreement. Legal Counsel has prepared the draft Amendment Number 5 to the General Manager's Employment Agreement (Attachment 2) for consideration and possible action by the Board. Amendment Number 5 would change the Employment Agreement to increase the amount of the employer contribution to the 457(f) plan. The employer contribution to the 457(f) plan, which will be made on June 30, 2023 if the General Manager is employed by Watermaster on that date, is being increased from \$55,256.31 to \$98,357.56.

Consistent with Section 5.b. ("Incentive Compensation") of the General Manager's Employment Agreement and the Board's prior direction, the Board may take action to award the General Manager a one-time discretionary bonus in the amount of Ten Thousand Dollars (\$10,000.00), less applicable withholdings and deductions (the "One-Time Bonus"), subject to the following terms and conditions: the One-Time Bonus will be paid in a single lump sum cash payment that will be made no later than June 30, 2019 in accordance with Watermaster's normal payroll practices and the One-Time Bonus will not be included for purposes of calculating CalPERS contributions or retirement benefits

## ATTACHMENTS

1. General Manager's Employment Agreement, dated June 30, 2014, Amendment #1, dated July 23, 2015, Amendment #2, dated August 25, 2016; Amendment #3, dated June 22, 2017; and Amendment #4, dated July 26, 2018
2. Draft Amendment #5 to Employment Agreement



## EMPLOYMENT AGREEMENT

## GENERAL MANAGER

**This Employment Agreement** ("Agreement") is effective as of June 30, 2014 (the "Effective Date"), by and between Chino Basin Watermaster (the "Watermaster") and Peter Kavounas ("Executive") with reference to the following facts and intentions:

**WHEREAS**, the Watermaster has been employing Executive as its General Manager ("GM") pursuant to an Employment Agreement dated as of September 4, 2012, as amended by letter dated January 3, 2013 and an Employment Agreement dated as of August 22, 2013 (together, the "Original Employment Agreements"); and

**WHEREAS**, the Watermaster desires to continue to employ Executive as its GM on the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions stated in this Agreement, the Watermaster and Executive hereby agree as follows:

1. **Employment**: The Watermaster hereby employs Executive, and Executive hereby accepts employment with, the Watermaster as GM. During the Employment Term (as hereinafter defined), Executive will have the title, status, and duties of GM, an exempt position, and will report directly to the Watermaster Board of Directors ("Board").
2. **Term of Employment**: The term of employment pursuant to this Agreement will commence on July 1, 2014, and will continue thereafter for three (3) years, unless earlier terminated pursuant to Section 9 below (the "Initial Employment Term" and, together with any extensions, the "Employment Term"). The Employment Term may be extended by mutual agreement of the parties.
  - a. **General**: As GM, Executive serves at the pleasure of the Board. Subject to the provisions of Section 9 below, although the Watermaster may choose to terminate Executive's employment for cause, the Watermaster is not required to have cause to terminate this Agreement or Executive's employment. No one other than the Board has the authority to alter this arrangement or to make any agreement contrary to the terms of this Section. Furthermore, any such agreement or arrangement must be in writing and must be signed by the Chairman of the Board.
  - b. **Annual Review**: The Board shall arrange for an annual review of Executive's work performance, using such forms and procedures as the Board determines appropriate.
3. **Scope of Duties**: During the Employment Term:
  - a. Subject to the control and direction of the Board, the GM provides day-to-day leadership for the Watermaster and is directly responsible to the Board on all matters pertaining to the administration and operations of the Chino Groundwater Basin ("Basin") under the provisions of the 1978 basin

adjudication Judgment and the Optimum Basin Management Program. The GM is responsible for overseeing the operating budget and the other employees of the Watermaster. The GM must keep the Board, through the Advisory Committee process, apprised of all applicable federal, state, regional and local policies regulating Watermaster activities. (Collectively, these duties are referred to as the "Services".)

- b. Executive will devote his full time and best efforts, talents, knowledge and experience to performing the Services. However, Executive may, and is in fact encouraged to, devote reasonable time to activities involving professional, educational, and similar types of activities, speaking engagements and membership on other boards for the purposes of raising the profile of Executive and the Watermaster locally, regionally and nationally, provided such activities do not interfere in any material way with the business of the Watermaster. Notwithstanding the foregoing, Executive may not serve on the board of directors of another organization without the Board's written consent, which consent may not be unreasonably withheld by the Board.
  - c. Executive will perform his duties diligently and competently and shall act in compliance with all applicable laws and in conformity with the Watermaster's written and oral policies and within the limits, budgets and business plans set by the Board. Executive will at all times during the Employment Term strictly adhere to and obey all of the rules and regulations in effect from time to time relating to the conduct of executives of the Watermaster. Executive shall not engage in consulting work or any trade or business for his own account or for on or behalf of any other person, firm or company that competes, conflicts or interferes with the performance of his duties hereunder in any material way.
4. **Hours of Work:** Executive's hours of work will vary depending on the Services to be performed and the time and effort necessary to competently perform the Services. As general guidance, normal work hours will begin at 8:00 a.m. Monday through Friday.
5. **Compensation and Benefits:** During the Employment Term, the Watermaster shall provide to Executive, and Executive shall accept from the Watermaster as full compensation for Executive's services hereunder, compensation and benefits as set forth below. The compensation set forth below is full payment for the Services, and Executive shall receive no additional compensation for extraordinary services unless otherwise authorized in writing. The Watermaster has no obligation to provide any employee benefit programs whether or not provided for in this Agreement.
- a. **Base Salary:** The Watermaster shall pay Executive an annual Base Salary of Two Hundred Twenty-Nine Thousand Seven Hundred Ninety Dollars and Eight Cents (\$229,790.08) per annum, less applicable

withholdings. Additionally, consistent with its policy, Watermaster will pay both the employer and Executive's employee contributions to the California Public Employees Retirement System ("CalPERS") as further described in section 5.g, below. The Board, or such committee of the Board as is responsible for setting the compensation of Watermaster employees, may review Executive's performance and Base Salary, and determine whether to adjust Executive's Base Salary on a prospective basis. Executive also shall be entitled to receive such Cost of Living Adjustments ("COLAs") as may be approved from year to year by the Board. The Watermaster shall pay Executive's Base Salary according to the applicable payroll practices in effect for all Watermaster employees.

- b. **Incentive Compensation:** On an annual basis, at the time of Executive's annual performance review, the Board will consider whether to provide Executive additional compensation in the form of incentive pay to recognize and encourage superior work performance by Executive, which additional compensation is in the sole discretion of the Board and subject to the terms and conditions imposed by the Board. The time and form of payment of any such incentive compensation shall be set forth in and made in accordance with the documentation relating to such incentive compensation.
- c. **Insurance:** Following any required waiting period and subject to the terms thereof, the Watermaster shall provide Executive medical, dental, vision, and related insurance benefits in the total amount and manner as provided other similarly-situated Watermaster employees.
- d. **Vacation:** Executive will earn twenty days (*i.e.*, 160 hours) of vacation per year, accrued pro rata on each bi-weekly paycheck. Unused vacation time may carry over to the following year, provided however, that at no time shall Executive accrue more than forty days (*i.e.*, 320 hours) total of vacation time. Once Executive reaches the maximum accrual, no further accrual will be allowed unless and until Executive utilizes accrued vacation such that his balance drops below the maximum accrual.
- e. **Administrative Leave and Floating Holidays:** Executive shall be allowed 40 hours per year of administrative leave ("Administrative Leave") accrued pro rata on each bi-weekly paycheck, to be used at Executive's discretion. Administrative Leave is in addition to the above-referenced vacation. Pursuant to Watermaster's employee policy, Executive is also provided 16 hours (two days) per year of floating holiday time. Unused Administrative Leave and floating holiday time may carry over to the following year, provided however, that at no time shall Executive accrue more than 112 hours total of Administrative Leave and floating holiday time. Once Executive reaches the maximum accrual, no further accrual will be allowed unless and until Executive utilizes accrued Administrative

Leave or floating holiday time such that his balance drops below the maximum accrual.

- f. **Sick Leave:** Executive shall be allowed sick leave in accordance with Watermaster policy and as provided to other similarly-situated Watermaster employees.
  
- g. **CalPERS:** In order to comply with the Public Employees' Pension Reform Act of 2013 ("PEPRA"), Executive has been or shall be enrolled in the 2.5% @ 55 Public Employees Retirement System and shall be subject to such terms and conditions as the Watermaster may contract for with CalPERS or may otherwise impose, including the following:
  - (i) From July 1, 2014 through June 30, 2015, Executive will contribute an additional three percent (3%) of the CalPERS Retirement contribution, bringing the contribution rate being paid by Executive to six percent (6%). To assist in the drop in "take home" pay, an increase in base compensation of two-and-one-half percent (2.5%) will be provided effective July 1, 2014. During this period, Executive shall receive one additional floating Holiday day to be used to offset the vacation needed to cover time off when the Watermaster office is closed between the Christmas and New Year holidays.
  
  - (ii) Effective July 1, 2015, Executive will contribute an additional two percent (2%) of the CalPERS Retirement contribution, bringing the contribution rate being paid by Executive to eight percent (8%). To assist in the drop in "take home" pay, an increase of in base compensation of one-and-one-half percent (1.5%) will be provided effective July 1, 2015.
  
- h. **Nonqualified Deferred Compensation Plan.** The Watermaster agrees to establish and maintain, subject to applicable laws, a nonqualified deferred compensation plan (the "NQDC Plan") through which Executive, and possibly other eligible employees, may defer compensation and may receive allocations of employer contributions. For each 12 consecutive month period during the Initial Term, the Watermaster agrees to make an employer contribution to the NQDC Plan for the benefit of Executive in an amount equal to two percent (2%) of Executive's salary (the sum of executive's Base Salary and any COLA pursuant to section 5.a. and any CalPERS increase pursuant to section 5.g.) plus incentive compensation paid during that 12 month period, provided that Executive is employed on the last day of that 12 month period (i.e., June 30, 2015, June 30, 2016 and June 30, 2017). Any employer contribution made to the NQDC Plan shall be subject to the terms and conditions of the NQDC Plan, including

but not limited to the substantial risk of forfeiture provisions in addition to the time and form of payment provisions.

- i. Notwithstanding the provisions of this Agreement, the Watermaster fully reserves the right, in its sole discretion, to amend, modify or terminate any and/or all employee benefit plans or programs at any time and from time to time and the Watermaster will be under no obligation to institute or continue the existence of any employee benefit plan or program.
6. **Personnel Policies:** Except as otherwise provided herein, Executive shall be subject to the personnel policies of the Watermaster, and any amendments or revisions thereto, including but not limited to those relating to sick leave, holidays, retirement and leaves of absence. In the event of a conflict between this Agreement and the personnel policies of the Watermaster, this Agreement shall control.
  7. **Vehicle Use:** Executive acknowledges that he will utilize his personal vehicle in connection with the performance of the Services. The Watermaster shall provide Executive with a monthly car allowance in the amount of \$600, prorated for partial months of service. The Watermaster shall account for this in an appropriate manner for tax purposes. Executive shall procure and maintain in full force and effect during his employment with the Watermaster automobile liability insurance covering all personal vehicles that are operated by Executive in connection with the performance of the Services in a reasonable amount acceptable to the Watermaster. Executive shall provide the Watermaster with a certificate of insurance evidencing the above coverage and listing the Watermaster as an additional insured under the insurance policy(ies). Such vehicle insurance policy or policies shall provide thirty days' advance written notice to the Watermaster of any change or cancellation of such insurance. Executive shall operate any vehicle used in connection with the Services in a safe manner, and shall maintain a valid California automobile driver's license during the term of this Agreement. Failure to maintain the insurance coverage or driver's license required under this Section shall constitute a material breach of this Agreement.
  8. **Reimbursable Expenses:** Expenses incurred by Executive in the performance of the Services, including mileage expense at the standard then-applicable Internal Revenue Service rate, shall be reimbursed to Executive by the Watermaster, but these shall be limited to those reasonable and necessary for the performance of Executive's duties under this Agreement, and shall be submitted for approval and reimbursement to the Board upon such forms and with receipts and other evidence as may be reasonably required by the Board.
  9. **Termination:** This Agreement may be terminated effective immediately, with or without cause, upon written notice by the Watermaster to Executive. Executive's rights upon termination are as follows:

- a. **Termination without Cause:** In the event Executive's employment is terminated without cause, if Executive executes a general release of known and unknown claims in favor of the Watermaster in a form acceptable to the Watermaster (as provided below), the Watermaster:
- i. will pay Executive (in addition to accrued compensation, accrued unused vacation time and Administrative Leave time, and reimbursement of expenses incurred through the termination date) severance pay in the amount of six (6) months of his then-current base compensation, less applicable withholdings, to be paid in a single lump sum cash payment on the 53<sup>rd</sup> day after termination of Executive's employment (the "Severance Pay"), and
  - ii. shall reimburse Executive for applicable COBRA premiums covering Executive's insurance described in Section 5(c), for a period of up to six (6) months, upon receipt of evidence from Executive that he has procured timely and paid for such COBRA coverage (the "COBRA Reimbursement Period").

The Severance Pay and the COBRA reimbursement referred to above are referred to collectively herein as the "Severance Compensation."

Executive's right to the Severance Compensation is subject to (i) Executive providing to the Watermaster a valid, irrevocable release signed by Executive no later than the 53<sup>rd</sup> day after termination of Executive's employment and (ii) Executive being in compliance with the terms of the release agreement. In the event that the Watermaster has not received a valid, irrevocable release signed by Executive on or before the 53<sup>rd</sup> day after termination of Executive's employment or Executive is not in compliance with the terms of the release agreement, Executive shall forfeit and have no right to receive, and the Watermaster shall have no obligation to pay, the Severance Compensation or any portion thereof.

Executive understands that the COBRA Reimbursement Period runs concurrently with and does not extend the period of COBRA continuation coverage for which he and any of his dependents who are Qualified Beneficiaries (as defined in 26 U.S.C. section 4980B(g)(1) and 29 U.S.C. section 1167(3)) otherwise may be eligible. At the end of the COBRA Reimbursement Period, Executive and each of his Qualified Beneficiaries shall be eligible to continue to purchase COBRA continuation coverage at the full, unreduced premium rate applicable to COBRA continuation coverage for the remainder of the applicable COBRA continuation coverage period; provided, however, the required premiums are timely paid.

- b. **Termination for Cause:** In the event Executive's employment is terminated for cause as defined herein, Executive shall be entitled to receive only accrued compensation, payout of accrued unused vacation

time and Administrative Leave, and reimbursement of expenses incurred through the date of termination, and shall not be entitled to any Severance Compensation or further salary or benefits. For purposes of this Agreement, cause for termination includes, without limitation, the following: Executive's death or inability to perform the Services due to disability; theft or attempted theft; material dishonesty or breach of fiduciary duty to the Watermaster; willful or persistent material breach of duties; breach of this Agreement or material breach of Watermaster policies and procedures; engaging in discrimination or harassment of employees or any third party while on Watermaster premises, business or time; conduct that threatens public health or safety, or threatens to do immediate or substantial harm to the Watermaster's business or reputation; conviction of a felony or crime of fraud or moral turpitude; and unauthorized absence for more than three consecutive days. The Watermaster's exercise of its right to terminate under this Section shall be without prejudice to any other remedy to which the Watermaster may be entitled at law, in equity, or under this Agreement.

**10. Covenant to Deliver Records, Property and Information.** All documents, memoranda, notes, information and other tangible or intangible property (including all copies and electronic or digital files thereof) relating in any way to the Services and the Watermaster's business (including but not limited to Confidential Information) that Executive conceives, generates, obtains or compiles, or that are made available to Executive during the Employment Term, are and will remain the exclusive property of the Watermaster. Executive agrees to return all such information, including all copies, summaries, compilations, reproductions, and computer data records thereof, as well as all tangible property of the Watermaster, including computers, thumb drives, memory sticks, jump drives, external hard drives, disks, and other external storage devices, to the Watermaster immediately upon the termination of this Agreement or at such earlier time as the Watermaster may request. Executive also agrees to certify in the form that the Watermaster requests the permanent and complete removal of all such information from Executive's personal electronic devices and personal accounts, including but not limited to hard drives on personal computers, external hard drives, BlackBerries, SmartPhones, cell phones, voicemail, file storing accounts and personal email accounts, upon termination of employment or at such earlier time as the Watermaster may request. The requirements of this Section shall survive termination of this Agreement for any reason.

**11. Conflict of Interest:** Executive represents and warrants to the Watermaster that he presently has no interest, and covenants that he will not acquire any interests, direct or indirect, financial or otherwise, that would conflict in any manner or interfere with the performance of the Services. Executive shall comply with the Watermaster's Conflict of Interest policy, as it may be updated from time to time.

**12. Tax Consequences; Code Section 409A:**

- a. Executive understands and agrees that he is solely responsible for any and all taxes due as a result of any compensation, including Severance Compensation, provided hereunder. The Watermaster has provided no tax advice to Executive in connection with this Agreement and/or any other compensation or benefits being provided to Executive, and Executive is hereby advised to seek tax advice from his own tax advisors regarding this Agreement and compensation payments and benefits that may be provided hereunder. Executive is specifically advised to consult with his tax advisors regarding the application of the provisions of Section 409A of the Internal Revenue Code of 1986, as it may be amended from time to time ("Section 409A"). In no event shall the Watermaster be liable for any additional tax, interest, or penalties that may be imposed upon Executive as a result of Section 409A, or any damages for failing to comply with Section 409A, nor shall the Watermaster have any obligation with respect to any tax obligation of Executive as a result of or attributable to this Agreement or the compensation and benefits contemplated hereunder.
- b. The compensation and benefits contemplated hereunder are intended to be exempt from the requirements of Section 409A, and this Agreement shall be construed and administered in accordance with such intent.
- c. In the event the Watermaster determines that any compensation or benefit payable hereunder may be subject to the requirements of Section 409A, the Watermaster (without any obligation to do so or obligation to indemnify Executive for any failure to do so) may adopt, without the consent of Executive, such amendments to this Agreement or take any other actions that the Watermaster in its sole discretion determines are necessary or appropriate for such compensation or benefit to either (a) be exempt from the requirements of Section 409A or (b) comply with the requirements of Section 409A.
- d. Whenever a payment under this Agreement specifies a payment period, the actual date of payment within such specified period shall be within the sole discretion of the Watermaster, and Executive shall have no right (directly or indirectly) to determine the year in which such payment is made. In the event a payment period straddles two consecutive calendar years, the payment shall be made in the later of such calendar years.
- e. No compensation or benefit that is subject to the requirements of Section 409A and that is payable upon Executive's termination of employment shall be paid unless Executive's termination of employment constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h).



- f. All expenses or other reimbursements paid pursuant to this Agreement that are taxable income to Executive shall in no event be paid later than the end of the calendar year next following the calendar year in which Executive incurs such expense. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, (i) the right to payment or reimbursement or in-kind benefits shall not be subject to liquidation or exchange for any other benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that the foregoing clause (ii) shall not be violated by any lifetime and other annual limits provided under the Watermaster's health plans and (iii) such payments shall be made on or before the last day of the taxable year following the taxable year in which the expense occurred.

**13. General Provisions:**

- a. **Notices:** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served, or on the first day after mailing if mailed by FedEx or a similar overnight delivery service, or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

**The Watermaster:** Chairman  
Chino Basin Watermaster  
9641 San Bernardino Road  
Rancho Cucamonga, CA 91730

**With Copy to:** Brownstein Hyatt Farber Schreck, LLP  
1020 State Street  
Santa Barbara, CA 93101  
Attn: Scott S. Slater

**Executive:** Peter Kavounas  
26507 Mistletoe Court  
Valencia, CA 91355

Either party may change its address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

- b. **Waiver:** No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall

constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

- c. **Construction of Terms:** All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated hereby. In the event of such invalidity, voidness or unenforceability, the parties hereto agree to enter into supplemental agreements to effectuate the intent of the parties and the purposes of this Agreement.
  
- d. **Severability.** If any term, provision, covenant, paragraph, or condition of this Agreement is held to be invalid, illegal, or unenforceable by any court or arbitrator of competent jurisdiction, as to such jurisdiction that provision shall be limited (“blue-penciled”) or eliminated to the minimum extent necessary so this Agreement shall otherwise remain enforceable in full force and effect. To the extent such provision cannot be so modified, the offending provision shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.
  
- e. **Controlling Law; Venue:** This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, with venue proper only in San Bernardino County, State of California.
  
- f. **Entire Agreement and Amendment:** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and supersedes all prior agreements between the parties, written or oral, express or implied, expressly including the Original Employment Agreement. There have been no promises, representations, agreements, warranties or undertaking by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course or conduct, waiver or estoppel.

- g. **Counterpart Copies:** This Agreement may be signed in counterpart copies, each of which shall represent an original document, and all of which shall constitute a single document.
- h. **Assistance of Counsel:** Executive expressly acknowledges that he had the opportunity to consult with counsel of his own choosing in connection with the negotiation and drafting of the terms of this Agreement, and that he, in fact, consulted with an attorney and negotiated the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

**CHINO BASIN WATERMASTER**



By: Robert Craig  
Chairman of the Watermaster Board

**EXECUTIVE**



Peter Kavounas

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**AMENDMENT NUMBER 1  
TO  
EMPLOYMENT AGREEMENT**

**GENERAL MANAGER**

**THIS AMENDMENT NUMBER 1** (this "Amendment") is executed and entered into as of July 23, 2015, by and between Chino Basin Watermaster ("Watermaster") and Peter Kavounas ("Executive"). Capitalized terms used in this Amendment, but not defined herein, shall have the meanings given to them in the Agreement.

**RECITALS**

**WHEREAS**, Watermaster and Executive entered into an Employment Agreement, effective as of June 30, 2014 (the "Agreement"); and

**WHEREAS**, by its terms, the Agreement expires on June 30, 2017; and

**WHEREAS**, Section 2(a) of the Agreement expressly allows for the Employment Term to be extended by mutual agreement of Watermaster and Executive; and

**WHEREAS**, Section 13(f) of the Agreement provides that the terms of the Agreement may be amended upon the mutual written agreement of Watermaster and Executive; and

**WHEREAS**, Watermaster desires to continue to employ Executive as its General Manager but wishes to amend certain terms of the Agreement; and

**WHEREAS**, Executive desires to continue to serve as General Manager of Watermaster, and agrees to Watermaster's proposed amendments to the Agreement;

**NOW, THEREFORE**, in consideration of the mutual terms, covenants, and conditions stated in this Amendment, Watermaster and Executive hereby agree to amend the Agreement as follows:

**AMENDMENT**

1. The introductory paragraph of Section 2, "Term of Employment," of the Agreement is hereby amended in its entirety to read as follows:

2. **Term of Employment:** The term of employment pursuant to this Agreement will commence on July 1, 2014, and will continue thereafter for four (4) years, unless earlier terminated pursuant to Section 9 below (the "Employment Term"). The Employment Term may be extended by mutual agreement of the parties.

Sections 2.a. and 2.b. of the Agreement shall remain unchanged.

2. Section 5.h. of the Agreement is hereby amended in its entirety to read as follows:


- h. **Nonqualified Deferred Compensation Plan.** The Watermaster agrees to establish and maintain, subject to applicable laws, a nonqualified deferred compensation plan (the "NQDC Plan") through which Executive, and possibly other eligible employees, may defer compensation and may

receive allocations of employer contributions. On June 30, 2015, the Watermaster made an employer contribution of four thousand seven hundred fifty dollars and twenty-seven cents (\$4,750.27) to the NQDC Plan for the benefit of Executive for the 12 consecutive month period from July 1, 2014 to June 30, 2015. For each of Watermaster's regular payroll periods beginning on and after July 1, 2015 during the remainder of the Employment Term, the Watermaster agrees to make an employer contribution to the NQDC Plan for the benefit of Executive equal to eight percent (8%) of Executive's salary (the sum of Executive's Base Salary and any COLA pursuant to section 5.a. and any CalPERS increase pursuant to section 5.g.) paid during that payroll period plus incentive compensation paid to Executive during that payroll period; *provided, however*, that Executive is employed by the Watermaster on the payday of that payroll period. For the avoidance of doubt, the Watermaster will have no obligation to make, and Executive shall forfeit all rights to, contributions to the NQDC Plan for any payroll period with its payday occurring after Executive's termination from employment with the Watermaster, or the remainder of the Employment Term after Executive's termination from employment with the Watermaster. Any contributions made to the NQDC Plan shall be subject to the terms and conditions of the NQDC Plan, including but not limited to the substantial risk of forfeiture provisions in addition to the time and form of payment provisions.


3. Except as amended above, each and every provision of the Agreement, as it may have been previously amended, shall remain in full force and effect without change or modification.
4. Any inconsistent provision of the Agreement, as it previously may have been amended (including but not limited to cross-references) shall be read to be consistent with this Amendment and its purposes.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date first written above.

**CHINO BASIN WATERMASTER**

  
\_\_\_\_\_  
By: Steven J. Elie  
Chairman of the Watermaster Board

**EXECUTIVE**

  
\_\_\_\_\_  
Peter Kavounas

**AMENDMENT NUMBER 2  
TO  
EMPLOYMENT AGREEMENT**

**GENERAL MANAGER**

**THIS AMENDMENT NUMBER 2** (this “Amendment”) is executed and entered into as of August 25, 2016, by and between Chino Basin Watermaster (“Watermaster”) and Peter Kavounas (“Executive”). Capitalized terms used in this Amendment, but not defined herein, shall have the meanings given to them in the Employment Agreement.

**RECITALS**

**WHEREAS**, Watermaster and Executive entered into an Employment Agreement, effective as of June 30, 2014 (the “Agreement”); and

**WHEREAS**, Watermaster and Executive executed a first amendment to the Agreement effective as of July 23, 2015; and

**WHEREAS**, Section 5(a) of the Agreement provides that the Watermaster Board of Directors (“Board”) may review Executive’s performance and base salary and determine whether to prospectively adjust Executive’s base salary; and

**WHEREAS**, Section 13(f) of the Agreement provides that the terms of the Agreement may be amended upon the mutual written agreement of Watermaster and Executive; and

**WHEREAS**, Watermaster desires to continue to employ Executive as its General Manager but wishes to amend certain terms of the Agreement; and

**WHEREAS**, Executive desires to continue to serve as General Manager of Watermaster, and agrees to Watermaster’s proposed amendments to the Agreement;

**NOW, THEREFORE**, in consideration of the mutual terms, covenants, and conditions stated in this Amendment, Watermaster and Executive hereby agree to amend the Agreement as follows:

**AMENDMENT**

1. Section 5.a. of the Agreement is hereby amended in its entirety to read as follows:
  - a. **Base Salary:** Effective July 1, 2016, the Watermaster shall pay Executive an annual Base Salary of Two Hundred Fifty-Nine Thousand Sixty-Seven Dollars and Sixty-Four Cents (\$259,067.64) per annum, less applicable withholdings. The Board, or such committee of the Board as is responsible for setting the compensation of Watermaster employees, may review Executive’s performance and Base Salary, and determine whether to adjust Executive’s Base Salary on a prospective basis. Executive also shall be entitled to receive such Cost of Living

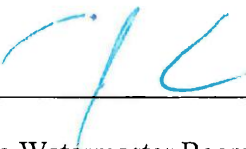
Adjustments (“COLAs”) as may be approved from year to year by the Board. The Watermaster shall pay Executive’s Base Salary according to the applicable payroll practices in effect for all Watermaster employees.

2. Except as amended above, each and every provision of the Agreement, as it may have been previously amended, shall remain in full force and effect without change or modification.


3. Any inconsistent provision of the Agreement, as it previously may have been amended (including but not limited to cross-references) shall be read to be consistent with this Amendment and its purposes.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date first written above.

**CHINO BASIN WATERMASTER**

  
\_\_\_\_\_  
By: Steven J. Elie  
Chairman of the Watermaster Board

**EXECUTIVE**

  
\_\_\_\_\_  
By: Peter Kavounas  
General Manager



**AMENDMENT NUMBER 3  
TO  
EMPLOYMENT AGREEMENT**

**GENERAL MANAGER**

**THIS AMENDMENT NUMBER 3** (“Amendment”) is executed and entered into as of June 22, 2017, by and between Chino Basin Watermaster (“Watermaster”) and Peter Kavounas (“Executive”). Capitalized terms used in this Amendment, but not defined herein, shall have the meanings given to them in the Employment Agreement.

**RECITALS**

**WHEREAS**, Watermaster and Executive entered into an Employment Agreement, effective as of June 30, 2014 (the “Agreement”); and

**WHEREAS**, Watermaster and Executive executed a first amendment to the Agreement effective as of July 23, 2015 (“First Amendment”); and

**WHEREAS**, Watermaster and Executive executed a second amendment to the Agreement effective as of August 25, 2016; and

**WHEREAS**, as amended by the First Amendment, the Agreement expires on June 30, 2018; and

**WHEREAS**, Section 2(a) of the Agreement expressly allows for the Term of Employment to be extended by mutual agreement of Watermaster and Executive;

**WHEREAS**, Section 5(a) of the Agreement provides that the Watermaster Board of Directors (“Board”) may review Executive’s performance and base salary and determine whether to prospectively adjust Executive’s base salary; and

**WHEREAS**, Section 13(f) of the Agreement provides that the terms of the Agreement may be amended upon the mutual written agreement of Watermaster and Executive; and

**WHEREAS**, Watermaster desires to continue to employ Executive as its General Manager but wishes to amend certain terms of the Agreement; and

**WHEREAS**, Executive desires to continue to serve as General Manager of Watermaster, and agrees to Watermaster’s proposed amendments to the Agreement;

**NOW, THEREFORE**, in consideration of the mutual terms, covenants, and conditions stated in this Amendment, Watermaster and Executive hereby agree to amend the Agreement as follows:

**AMENDMENT**

1. The introductory paragraph of Section 2, “Term of Employment,” of the Agreement is hereby amended in its entirety to read as follows:

2. **Term of Employment:** The term of employment pursuant to this Agreement will commence on July 1, 2014, and will continue thereafter for six (6) years, unless earlier terminated pursuant to Section 9 below (the "Employment Term"). The Employment Term may be extended by mutual agreement of the parties.

Sections 2.a. and 2.b. of the Agreement shall remain unchanged.

2. Section 5.a. of the Agreement is hereby amended in its entirety to read as follows:


- a. **Base Salary:** Effective July 1, 2017, Watermaster shall pay Executive an annual Base Salary of Two Hundred Sixty-Nine Thousand Dollars (\$269,000.00) per annum, less applicable withholdings and deductions. The Board, or such committee of the Board as is responsible for setting the compensation of Watermaster employees, may review Executive's performance and Base Salary, and determine whether to adjust Executive's Base Salary on a prospective basis. Executive also shall be entitled to receive such Cost of Living Adjustments ("COLAs") as may be approved from year to year by the Board. The Watermaster shall pay Executive's Base Salary according to the applicable payroll practices in effect for all Watermaster employees.

3. Except as amended above, each and every provision of the Agreement, as it may have been previously amended, shall remain in full force and effect without change or modification.

4. Any inconsistent provision of the Agreement, as it previously may have been amended (including but not limited to cross-references) shall be read to be consistent with this Amendment and its purposes.

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

**CHINO BASIN WATERMASTER**

By:   
James V. Curatalo, Jr.  
Chairman of the Watermaster Board

**EXECUTIVE**

By:   
Peter Kavoumas  
General Manager

**AMENDMENT NUMBER 4  
TO  
EMPLOYMENT AGREEMENT  
  
GENERAL MANAGER**

**THIS AMENDMENT NUMBER 4** (“Amendment”) is executed and entered into as of July 26, 2018, by and between Chino Basin Watermaster (“Watermaster”) and Peter Kavounas (“Executive”). Capitalized terms used in this Amendment, but not defined herein, shall have the meanings given to them in the Employment Agreement.

**RECITALS**

**WHEREAS**, Watermaster and Executive entered into an Employment Agreement, effective as of June 30, 2014 (the “Agreement”);

**WHEREAS**, Watermaster and Executive executed a first amendment to the Agreement effective as of July 23, 2015;

**WHEREAS**, Watermaster and Executive executed a second amendment to the Agreement effective as of August 25, 2016;

**WHEREAS**, Watermaster and Executive executed a third amendment to the Agreement effective as of June 22, 2017 (the “Third Amendment”);

**WHEREAS**, as amended by the Third Amendment, the Agreement expires on June 30, 2020;

**WHEREAS**, Section 2(a) of the Agreement expressly allows for the Term of Employment to be extended by mutual agreement of Watermaster and Executive;

**WHEREAS**, Section 13(f) of the Agreement provides that the terms of the Agreement may be amended upon the mutual written agreement of Watermaster and Executive;

**WHEREAS**, Watermaster desires to continue to employ Executive as its General Manager but wishes to amend certain terms of the Agreement; and

**WHEREAS**, Executive desires to continue to serve as General Manager of Watermaster, and agrees to Watermaster’s proposed amendments to the Agreement;

**NOW, THEREFORE**, in consideration of the mutual terms, covenants, and conditions stated in this Amendment, Watermaster and Executive hereby agree to amend the Agreement as follows:

## AMENDMENT

1. The introductory paragraph of Section 2, "Term of Employment," of the Agreement is hereby amended in its entirety to read as follows:
  2. **Term of Employment:** The term of employment pursuant to this Agreement will commence on July 1, 2014, and will continue thereafter for seven (7) years, unless earlier terminated pursuant to Section 9 below (the "Employment Term"). The Employment Term may be extended by mutual agreement of the parties.

Sections 2.a. and 2.b. of the Agreement shall remain unchanged.

2. Section 5 of the Agreement is hereby amended by adding a new subparagraph j, as follows:


**j. NQDC Plan Contribution:** If (i) Executive remains continuously employed in good standing with Watermaster through June 30, 2023 (the "Accrual Date") and (ii) this Agreement has not terminated prior to the Accrual Date, Watermaster shall make, for the benefit of Executive, a discretionary Employer Contribution, pursuant to Section 4.1 (or such other successor provision) of the NQDC Plan in which Executive participates, in the amount of \$55,256.31 (the "Discretionary Contribution"), such Discretionary Contribution to be made to the NQDC Plan no later than the thirtieth (30<sup>th</sup>) day immediately following the Accrual Date provided that the conditions of clauses (i) and (ii) have been satisfied. Payment of the Discretionary Contribution from the NQDC Plan to Executive shall be subject to and governed by the terms of the NQDC Plan.

3. Except as amended above, each and every provision of the Agreement, as it may have been previously amended, shall remain in full force and effect without change or modification.
4. Any inconsistent provision of the Agreement, as it previously may have been amended (including but not limited to cross-references) shall be read to be consistent with this Amendment and its purposes.

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

*[Signature page follows]*

**CHINO BASIN WATERMASTER**

By:   
Robert J. DiPrimio  
Chairman of the Watermaster Board

**EXECUTIVE**

By:   
Peter Kavounas  
General Manager

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**AMENDMENT NUMBER 5  
TO  
EMPLOYMENT AGREEMENT  
  
GENERAL MANAGER**

**THIS AMENDMENT NUMBER 5** (“Amendment”) is executed and entered into as of June 27, 2019, by and between Chino Basin Watermaster (“Watermaster”) and Peter Kavounas (“Executive”). Capitalized terms used in this Amendment, but not defined herein, shall have the meanings given to them in the Employment Agreement.

**RECITALS**

**WHEREAS**, Watermaster and Executive entered into an Employment Agreement, effective as of June 30, 2014 (the “Agreement”); and

**WHEREAS**, the Agreement subsequently has been amended by (a) Amendment Number 1 effective as of July 23, 2015, (b) Amendment Number 2 effective as of August 25, 2016, (c) Amendment Number 3 effective as of June 22, 2017, and (d) Amendment Number 4 effective as of July 26, 2018; and

**WHEREAS**, Section 13(f) of the Agreement provides that the terms of the Agreement may be amended upon the mutual written agreement of Watermaster and Executive; and

**WHEREAS**, the parties to the Agreement now desire to amend the Agreement as to certain particulars;

**NOW, THEREFORE**, in consideration of the mutual terms, covenants, and conditions stated in this Amendment, Watermaster and Executive hereby agree to amend the Agreement as follows:

**AMENDMENT**

1. The provisions of Section 5(j) of the Agreement, as they were included in Amendment Number 4 to the Agreement, are hereby null and void and are superseded in their entirety by the provisions of this Amendment Number 5.
2. Section 5.(j) of the Agreement is hereby amended in its entirety to read as follows:
  - j. **NQDC Plan Contribution**: If (i) Executive remains continuously employed in good standing with Watermaster through June 30, 2023 (the “Accrual Date”) and (ii) this Agreement has not terminated prior to the Accrual Date, Watermaster shall make, for the benefit of Executive, a one-time discretionary Employer Contribution pursuant to Section 4.1 of the Chino Basin Watermaster 457(f) Deferred Compensation Plan, amended and restated effective March 1, 2019 (or such other

successor provision or nonqualified deferred compensation plan in which Executive participates (the “NQDC Plan”), in the amount of Ninety-Eight Thousand Three Hundred Fifty-Seven Dollars and Fifty-Six Cents (\$98,357.56) (the “Discretionary Contribution”), such Discretionary Contribution to be made to the NQDC Plan no later than the thirtieth (30<sup>th</sup>) day immediately following the Accrual Date provided that the conditions of clauses (i) and (ii) have been satisfied. Any contributions made to the NQDC Plan, including the Discretionary Contribution, shall be subject to and governed by the terms and conditions of the NQDC Plan, including but not limited to the substantial risk of forfeiture provisions and the time and form of payment provisions.

3. Executive’s address, as shown in Section 13.(a) of the Agreement, is hereby amended to read as follows:

**Executive:** Peter Kavounas  
766 W. 10th Street  
Claremont, CA 91711

4. Except as amended above, each and every provision of the Agreement, as it previously may have been amended, shall remain in full force and effect without change or modification.

5. Any inconsistent provision of the Agreement, as it previously may have been amended (including but not limited to cross-references), shall be read to be consistent with this Amendment and its purposes.

IN WITNESS WHEREOF, the parties to the Agreement have executed this Amendment as of the date first written above.

**CHINO BASIN WATERMASTER**

By: \_\_\_\_\_  
Jeffrey Pierson  
Chairman of the Watermaster Board

**EXECUTIVE**

By: \_\_\_\_\_  
Peter Kavounas

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# CHINO BASIN WATERMASTER

## IV. INFORMATION

1. Cash Disbursements for May 2019

CHINO BASIN WATERMASTER  
Cash Disbursements For The Month of  
May 2019

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	05/01/2019	21443	BROWNSTEIN HYATT FARBER SCHRECK		1012 · Bank of America Gen'l Ckg	
Bill	03/31/2019	757132		757132	6078 · BHFS Legal - Miscellaneous	26,605.80
				ELY 3 Basin/Kaiser	6078 · BHFS Legal - Miscellaneous	336.15
				Angelica BK	6078 · BHFS Legal - Miscellaneous	53.10
				Mileage/Parking Expenses	8375 · BHFS Legal - Appropriative Pool	13.05
				Mileage/Parking Expenses	8475 · BHFS Legal - Agricultural Pool	13.05
				Mileage/Parking Expenses	8575 · BHFS Legal - Non-Ag Pool	13.04
Bill	03/31/2019	757133		457(f) Plan Regulations	6073 · BHFS Legal - Personnel Matters	324.90
Bill	03/31/2019	757134		757134	6907.34 · Santa Ana River Water Rights	2,396.70
Bill	03/31/2019	757135		757135	6907.33 · Desalter/Hydraulic Control	89.10
Bill	03/31/2019	757136		757136	6907.36 · Santa Ana River Habitat	5,380.20
Bill	03/31/2019	757137		757137	6275 · BHFS Legal - Advisory Committee	1,069.20
Bill	03/31/2019	757138		757138	6375 · BHFS Legal - Board Meeting	4,293.00
				Lodging 02/26/19	6375 · BHFS Legal - Board Meeting	225.00
				Lodging 03/28/19	6375 · BHFS Legal - Board Meeting	225.00
Bill	03/31/2019	757139		757139	8375 · BHFS Legal - Appropriative Pool	1,024.65
Bill	03/31/2019	757140		757140	8475 · BHFS Legal - Agricultural Pool	1,024.65
Bill	03/31/2019	757141		757141	8575 · BHFS Legal - Non-Ag Pool	1,024.65
Bill	03/31/2019	757142		757142	6071 · BHFS Legal - Court Coordination	1,011.15
				Delivery/Ground Transportation 03/15/19	6071 · BHFS Legal - Court Coordination	150.00
				Delivery/Ground Transportation 03/21/19	6071 · BHFS Legal - Court Coordination	150.00
Bill	03/31/2019	757143		757143	6907.39 · Recharge Master Plan	79.65
				Mileage/Parking Expenses	6907.39 · Recharge Master Plan	39.14
Bill	03/31/2019	757144		757144	6907.41 · Prado Basin Habitat Sustain	2,828.25
				Mileage/Parking Expense	6907.41 · Prado Basin Habitat Sustain	39.14
Bill	03/31/2019	757145		757145	6907.42 · Initial Safe Yield Recalc	40,486.05
				Lodging 02/01/19	6907.42 · Initial Safe Yield Recalc	225.00
				Lodging 02/20/19	6907.42 · Initial Safe Yield Recalc	225.00
				Mileage/Parking Expense	6907.42 · Initial Safe Yield Recalc	59.99
Bill	03/31/2019	757146		757146	6907.45 · OBMP Update	5,629.50
				Mileage/Parking Expense	6907.45 · OBMP Update	39.14
TOTAL						95,073.25
Bill Pmt -Check	05/03/2019	21444	ACCENT COMPUTER SOLUTIONS, INC.	127564	1012 · Bank of America Gen'l Ckg	
Bill	04/19/2019	127564		Monthly service - May 2019	6052.4 · IT Managed Services	4,116.00
				Overwatch - May 2019	6052.5 · IT Data Backup/Storage	699.00
				OmniCloud - May 2019	6052.5 · IT Data Backup/Storage	117.00
				Office 365 subscriptions - May 2019	6052.4 · IT Managed Services	99.00
				Image Office Storage (per GB, per month)	6052.5 · IT Data Backup/Storage	815.11
TOTAL						5,846.11

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CHINO BASIN WATERMASTER  
Cash Disbursements For The Month of  
May 2019

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	05/03/2019	21445	CAMACHO, MICHAEL	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2019	3/28 Board Mtg		3/28/19 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						125.00
Bill Pmt -Check	05/03/2019	21446	CD CATERING & EVENT SERVICES	9515	1012 · Bank of America Gen'l Ckg	
Bill	04/24/2019	9515		Lunch for 4/24/19 Watermaster Board meeting	6312 · Meeting Expenses	681.50
TOTAL						681.50
Bill Pmt -Check	05/03/2019	21447	CENTURYLINK	79812782	1012 · Bank of America Gen'l Ckg	
Bill	04/29/2019	79812782		4/17/19-5/16/19	6053 · Internet Expense	1,060.41
TOTAL						1,060.41
Bill Pmt -Check	05/03/2019	21448	EUROFINS EATON ANALYTICAL		1012 · Bank of America Gen'l Ckg	
Bill	04/16/2019	L0442821		L0442821	7108.41 · Hydraulic Control - PBHSP	350.00
Bill	04/16/2019	L0443229		L0443229	7108.41 · Hydraulic Control - PBHSP	700.00
TOTAL						1,050.00
Bill Pmt -Check	05/03/2019	21449	PETTY CASH	2787-2799	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2019	2787-2799		Mileage reimbursement	6909.1 · OBMP Meetings	145.27
				Miscellaneous reimbursements	6141.1 · Meeting Supplies	67.03
				Miscellaneous office supplies	6031.7 · Other Office Supplies	39.95
				Parking-Guasti, supplies for staff spring picnic	6141.3 · Admin Meetings	108.81
TOTAL						361.06
Bill Pmt -Check	05/03/2019	21450	PIERSON, JEFFREY	Board and Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2019	3/14 Ag Pool Mtg		3/14/19 Ag Pool meeting	8411 · Ag Pool Member Compensation	25.00
				3/14/19 Ag Pool meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	04/30/2019	3/21 Advisory Comm		3/21/19 Advisory Committee meeting	8411 · Ag Pool Member Compensation	25.00
				3/21/19 Advisory Committee meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	04/30/2019	3/21 RIPCom Mtg		3/21/19 RIPCom meeting	8411 · Ag Pool Member Compensation	25.00
				3/21/19 RIPCom meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	04/30/2019	3/06 Conf Call		3/06/19 Admin mtg - Conf call w/GM	6311 · Board Member Compensation	125.00
Bill	04/30/2019	3/13 Conf Call		3/13/19 Admin mtg - Conf call w/GM	6311 · Board Member Compensation	125.00
Bill	04/30/2019	3/15 Court Hearing		3/15/19 Court Hearing	6311 · Board Member Compensation	125.00
Bill	04/30/2019	3828 Board Mtg		3/28/19 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						875.00
Bill Pmt -Check	05/03/2019	21451	PRINTING RESOURCES	65790	1012 · Bank of America Gen'l Ckg	
Bill	04/23/2019	65790		Nameplates - J. Wilson, C.Gregory	6031.7 · Other Office Supplies	66.31
TOTAL						66.31

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CHINO BASIN WATERMASTER  
Cash Disbursements For The Month of  
May 2019

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	05/03/2019	21452	STANDARD INSURANCE CO.	Policy # 00-649299-0009	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2019	006492990009		Policy # 00-649299-0009	60191 · Life & Disab.Ins Benefits	857.37
TOTAL						<u>857.37</u>
Bill Pmt -Check	05/03/2019	21453	UNITED HEALTHCARE	052558328640	1012 · Bank of America Gen'l Ckg	
Bill	04/23/2019	052558328640		Dental Insurance Premium - May 2019	60182.2 · Dental & Vision Ins	744.12
TOTAL						<u>744.12</u>
Bill Pmt -Check	05/03/2019	21454	VERIZON WIRELESS	9828071195	1012 · Bank of America Gen'l Ckg	
Bill	04/29/2019	9828071195		Acct #642073270-00001	7103.7 · Grdwtr Qual-Computer Svc	100.04
TOTAL						<u>100.04</u>
Bill Pmt -Check	05/03/2019	21455	VISION SERVICE PLAN	00-101789-0001	1012 · Bank of America Gen'l Ckg	
Bill	04/19/2019	00101789		Vision Insurance Premium - May 2019	60182.2 · Dental & Vision Ins	88.20
TOTAL						<u>88.20</u>
Bill Pmt -Check	05/03/2019	21456	AUTO CLUB SPEEDWAY	Exhibit G Water	1012 · Bank of America Gen'l Ckg	
Bill	05/03/2019			Exhibit G Water Payment - Seller	5107 · Exhibit "G" Non-Ag Pool Water	40,888.57
TOTAL						<u>40,888.57</u>
Bill Pmt -Check	05/03/2019	21457	MONTE VISTA WATER DIST	Exhibit G Water	1012 · Bank of America Gen'l Ckg	
Bill	05/03/2019			Exhibit G Water Payment - Seller	5107 · Exhibit "G" Non-Ag Pool Water	1,703.71
TOTAL						<u>1,703.71</u>
Bill Pmt -Check	05/03/2019	21458	NRG CALIFORNIA SOUTH LLP	Exhibit G Water	1012 · Bank of America Gen'l Ckg	
Bill	05/03/2019			Exhibit G Water Payment - Seller	5107 · Exhibit "G" Non-Ag Pool Water	88,407.72
TOTAL						<u>88,407.72</u>
General Journal	05/03/2019	05/03/2019	ADP, LLC	ADP Payroll Service for 04/20/19-534509867	1012 · Bank of America Gen'l Ckg	
				ADP Payroll Service for 04/20/19-534509867	1012 · Bank of America Gen'l Ckg	155.50
TOTAL						<u>155.50</u>
General Journal	05/04/2019	05/04/2019	Payroll and Taxes for 04/21/19-05/04/19	Payroll and Taxes for 04/21/19-05/04/19	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 04/21/19-05/04/19	1012 · Bank of America Gen'l Ckg	29,220.23
				Payroll Taxes for 04/21/19-05/04/19	1012 · Bank of America Gen'l Ckg	9,530.46
			ICMA-RC	457(f) EE Deductions for 04/21/19-05/04/19	1012 · Bank of America Gen'l Ckg	5,166.72
			ICMA-RC	401(a) EE Deductions for 04/21/19-05/04/19	1012 · Bank of America Gen'l Ckg	1,481.89
TOTAL						<u>45,399.30</u>
Bill Pmt -Check	05/07/2019	ACH 050719	CALPERS	1394905143	1012 · Bank of America Gen'l Ckg	

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CHINO BASIN WATERMASTER  
Cash Disbursements For The Month of  
May 2019

For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	04/15/2019	1394905143		Medical Insurance Premium - May 2019	60182.1 · Medical Insurance	8,287.63
TOTAL						8,287.63
Bill Pmt -Check	05/08/2019	21459	COSTCO WHOLESALE	VOID:	1012 · Bank of America Gen'l Ckg	0.00
TOTAL						0.00
Bill Pmt -Check	05/08/2019	21460	COSTCO WHOLESALE		1012 · Bank of America Gen'l Ckg	
Bill	05/08/2019			Purchase shelving for Annex	6031.7 · Other Office Supplies	969.69
TOTAL						969.69
Bill Pmt -Check	05/09/2019	21461	BOWCOCK, ROBERT	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/18/2019	4/18 RIPCom Mtg		4/18/19 RIPCom Meeting	6311 · Board Member Compensation	125.00
Bill	04/25/2019	4/25 Board Mtg		4/25/19 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	05/09/2019	21462	CITY OF POMONA	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/11/2019	4/11 Appro Pool Mtg		Poulsen-4/11/19 Appropriate Pool Meeting	6311 · Board Member Compensation	125.00
Bill	04/18/2019	4/18 Advisory Comm		Poulsen-4/18/19 Advisory Committee Meeting	6311 · Board Member Compensation	125.00
Bill	04/25/2019	4/25 Board Meeting		Poulsen-4/25/19 Board meeting	6311 · Board Member Compensation	125.00
TOTAL						375.00
Bill Pmt -Check	05/09/2019	21463	EGOSCUE LAW GROUP, INC.	12311	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2019	12311		Ag Pool Legal Services - April 2019	8467 · Ag Legal & Technical Services	13,337.50
TOTAL						13,337.50
Bill Pmt -Check	05/09/2019	21464	FILIPPI, GINO	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/23/2019	4/23 Budget Review		4/23/19 Budget Review meeting	6311 · Board Member Compensation	125.00
Bill	04/25/2019	4/25 Board Meeting		4/25/19 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	05/09/2019	21465	KUHN, BOB	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/01/2019	4/01 JPIA/ACWA Cal		4/01/19 Risk Management Committee	6311 · Board Member Compensation	125.00
Bill	04/11/2019	4/11 CB Water Issues		4/11/19 Update on Chino Basin water issues	6311 · Board Member Compensation	125.00
Bill	04/18/2019	4/18 Advisory Comm		4/18/19 Advisory Committee meeting	6311 · Board Member Compensation	125.00
Bill	04/23/2019	4/23 Board Agenda		4/23/19 Board Agenda preview call	6311 · Board Member Compensation	125.00
Bill	04/25/2019	4/25 Board meeting		4/25/19 Board meeting	6311 · Board Member Compensation	125.00
TOTAL						625.00
Bill Pmt -Check	05/09/2019	21466	PREMIERE GLOBAL SERVICES	27586376	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2019	27586376		Assessment package review call on 3/27	6909.1 · OBMP Meetings	13.89
				WQ Colloquium call on 4/09	6909.1 · OBMP Meetings	8.22

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TOTAL

CHINO BASIN WATERMASTER  
Cash Disbursements For The Month of  
May 2019

For Informational Purposes Only

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Type	Date	Num	Name	Memo	Account	Paid Amount
				Non-Ag Pool meeting call on 4/11	8512 · Meeting Expense	13.74
				Review draft PBHSC annual report call on 4/16	6909.1 · OBMP Meetings	20.17
				WQ Colloquium call on 4/23	6909.1 · OBMP Meetings	6.22
				Appropriative Pool special mtg. call on 4/25	8312 · Meeting Expenses	7.27
				Fee - General	6022 · Telephone	39.00
				Fee - Confidential	6022 · Telephone	39.00
				WM coordination call on 4/03	6909.1 · OBMP Meetings	14.86
				WM coordination call on 4/08	6909.1 · OBMP Meetings	24.46
				WQ Colloquium call on 4/09	6909.1 · OBMP Meetings	6.22
				Joint IEUA / CBWM Board mtg. call on 4/09	6312 · Meeting Expenses	6.24
				Draft Max Benefit Report call ob 4/10	6909.1 · OBMP Meetings	6.36
				Pool meetings check call on 4/10	8312 · Meeting Expenses	3.57
				Pool meetings check call on 4/10	8412 · Meeting Expenses	3.57
				Pool meetings check call on 4/10	8512 · Meeting Expense	3.57
				Chino Basin Manuscript call on 4/15	6909.1 · OBMP Meetings	25.88
				Legal counsel call on 4/18	6909.1 · OBMP Meetings	6.39
				Engineering call on 4/18	6909.1 · OBMP Meetings	7.60
				WM coordination call on 4/22	6909.1 · OBMP Meetings	6.58
				WQ Colloquium call on 4/23	6909.1 · OBMP Meetings	17.13
				Board agenda preview call on 4/24	6312 · Meeting Expenses	6.24
				Board agenda preview call on 4/24	6312 · Meeting Expenses	6.23
				Board agenda preview call on 4/24	6312 · Meeting Expenses	6.24
				Approp. Pool special meeting call on 4/25	8312 · Meeting Expenses	9.63
				Call Service	6022 · Telephone	78.00
				Service Fee	6022 · Telephone	26.85
TOTAL						413.13
Bill Pmt -Check	05/09/2019	21467	RR FRANCHISING, INC.	71429	1012 · Bank of America Gen'l Ckg	
Bill	05/01/2019	71429		Monthly service May 2019	6024 · Building Repair & Maintenance	740.00
TOTAL						740.00
Bill Pmt -Check	05/09/2019	ACH 050919	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	05/04/2019	05/04/2019	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 04/21/19-05/04/19	2000 · Accounts Payable	7,444.83
TOTAL						7,444.83
Check	05/15/2019	05/15/2019	Service Charge	Service Charge	1012 · Bank of America Gen'l Ckg	
				Service Charge	6039.1 · Banking Service Charges	610.00
TOTAL						610.00
Bill Pmt -Check	05/15/2019	21468	UNION 76	7076-2245-3035-5049	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2019	7076224530355049		Fuel - April 2019	6175 · Vehicle Fuel	253.37

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Type	Date	Num	Name	Memo	Account	Paid Amount
TOTAL						253.37
Bill Pmt -Check	05/17/2019	21469	MICHAEL'S #3844	Wineville Frames & Matting	1012 · Bank of America Gen'l Ckg	
Bill	05/17/2019			Frames for Wineville conference room	1840 · Capital Assets	555.54
TOTAL						555.54
General Journal	05/17/2019	05/17/2019	ADP, LLC	ADP Payroll Service	1012 · Bank of America Gen'l Ckg	
			ADP, LLC	ADP Payroll Service for 05/04/19-535192799	1014 · Bank of America P/R Ckg	350.50
TOTAL						350.50
General Journal	05/18/2019	05/18/2019	Payroll and Taxes for 05/05/19-05/18/19	Payroll and Taxes for 05/05/19-05/18/19	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 05/05/19-05/18/19	1012 · Bank of America Gen'l Ckg	37,485.31
				Payroll Taxes for 05/05/19-05/18/19	1012 · Bank of America Gen'l Ckg	12,189.60
			ICMA-RC	457(f) EE Deductions for 05/05/19-05/18/19	1012 · Bank of America Gen'l Ckg	5,166.72
			ICMA-RC	401(a) EE Deductions for 05/05/19-05/18/19	1012 · Bank of America Gen'l Ckg	1,481.89
TOTAL						56,323.52
Bill Pmt -Check	05/22/2019	21470	ACWA JOINT POWERS INSURANCE AUTHORITY	0606029	1012 · Bank of America Gen'l Ckg	
Bill	05/02/2019	0610417		Prepayment - June 2019	1409 · Prepaid Life, BAD&D & LTD	228.15
				May 2019	60191 · Life & Disab.Ins Benefits	228.15
TOTAL						456.30
Bill Pmt -Check	05/22/2019	21471	APPLIED COMPUTER TECHNOLOGIES	3038	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2019	3038		Database Consulting Services - April 2019	6052.2 · Applied Computer Technol	3,449.60
TOTAL						3,449.60
Bill Pmt -Check	05/22/2019	21472	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2019	XXXX-XXXX-XXXX-9341		Renewal of Costco membership	6111 · Membership Dues	169.68
				50% deposit-GoDaddy website hosting	6055 · Computer Hardware	1,696.77
				50% deposit-Office 365 migration	6055 · Computer Hardware	3,255.92
				Matting/framing prints for office	6031.7 · Other Office Supplies	352.34
				Purchase phone accessories	6031.7 · Other Office Supplies	17.34
				Miscellaneous office supplies	6031.7 · Other Office Supplies	408.95
				Lunch-5/02/19 WQ Colloquium-CBWCD	6909.1 · OBMP Meetings	806.17
				Miscellaneous office supplies	6031.7 · Other Office Supplies	253.41
				Miscellaneous office supplies	6031.7 · Other Office Supplies	13.18
				PK meeting w/S. Elie, C. Rodriguez	6312 · Meeting Expenses	83.34
				PK meeting w/V. Jew, J. Bosler	6312 · Meeting Expenses	35.18
				Get well flowers for C. Miller	6141.1 · Meeting Supplies	66.10
				Recertification fee for A. Nelson CAP	6111 · Membership Dues	94.27
				Miscellaneous office supplies	6031.7 · Other Office Supplies	24.09

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Type	Date	Num	Name	Memo	Account	Paid Amount
				Purchase rugs for front office	6036 · Minor Office Furniture	664.57
				Miscellaneous office supplies	6031.7 · Other Office Supplies	7.06
				Miscellaneous office supplies	6031.7 · Other Office Supplies	19.69
				Miscellaneous office supplies	6031.7 · Other Office Supplies	21.67
				PK mtg w/S. Elie	6312 · Meeting Expenses	37.06
				Miscellaneous office supplies	6031.7 · Other Office Supplies	28.60
				PK mtg w/T. O'Neill	8312 · Meeting Expenses	33.31
				Breakfast-5/02/19 WQ Colloquium-CBWCD	6909.1 · OBMP Meetings	212.10
TOTAL						8,300.80
Bill Pmt -Check	05/22/2019	21473	CORELOGIC INFORMATION SOLUTIONS	81959839	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2019	81959839		81959839	7103.7 · Grdwtr Qual-Computer Svc	62.50
				81959839	7101.4 · Prod Monitor-Computer	62.50
TOTAL						125.00
Bill Pmt -Check	05/22/2019	21474	CUCAMONGA VALLEY WATER DISTRICT	Office Lease	1012 · Bank of America Gen'l Ckg	
Bill	05/17/2019			Office lease due June 1, 2019	1422 · Prepaid Rent	6,866.54
TOTAL						6,866.54
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Bill Pmt -Check	05/22/2019	21475	FEDAK & BROWN LLP	Audit Fees	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2019			Progress Billing - April 2019	6062 · Audit Services	850.00
TOTAL						850.00
Bill Pmt -Check	05/22/2019	21476	FEENSTRA, BOB	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/10/2019	4/10 Ag Pool Mtg		4/10/19 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
TOTAL						125.00
Bill Pmt -Check	05/22/2019	21477	FIRST LEGAL NETWORK LLC	40026659	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2019	40026659		Court filings on 4/02, 4/03, 4/04, and 4/11	6061.5 · Court Filing Services	335.56
TOTAL						335.56
Bill Pmt -Check	05/22/2019	21478	FRONTIER COMMUNICATIONS	909-484-3890-050914-5	1012 · Bank of America Gen'l Ckg	
Bill	05/17/2019	90948438900509145		Office fax	6022 · Telephone	145.84
TOTAL						145.84
Bill Pmt -Check	05/22/2019	21479	GREAT AMERICA LEASING CORP.	24810190	1012 · Bank of America Gen'l Ckg	
Bill	05/17/2019	24810190		Invoice for May 2019	6043.1 · Ricoh Lease Fee	2,661.62
TOTAL						2,661.62
Bill Pmt -Check	05/22/2019	21480	HUITSING, JOHN	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/11/2019	4/11 Ag Pool Mtg		4/11/19 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00



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Type	Date	Num	Name	Memo	Account	Paid Amount
				4/11/19 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	05/22/2019	21481	JOHN J. SCHATZ	Appropriative Pool Legal Services	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2019	April 2019		Legal Services - April 2019	8367 · Legal Service	4,510.00
TOTAL						4,510.00
Bill Pmt -Check	05/22/2019	21482	LEGAL SHIELD	111802	1012 · Bank of America Gen'l Ckg	
Bill	05/15/2019	111802		Employee deductions - May 2019	60194 · Other Employee Insurance	51.80
TOTAL						51.80
Bill Pmt -Check	05/22/2019	21483	PIERSON, JEFFREY	Ag Pool and Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/11/2019	4/11 Ag Pool Mtg		4/11/19 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/18/2019	4/18 Advisory Comm		4/18/19 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/18/2019	4/18 RIP Com Mtg		4/18/19 RIPCom Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/18/2019	4/18 Admin Mtg		4/18/19 Administrative meeting w/GM	6311 · Board Member Compensation	125.00
Bill	04/23/2019	4/23 Admin Mtg		4/23/19 Administrative meeting w/GM	6311 · Board Member Compensation	125.00
Bill	04/24/2019	4/24 CC w/Slater		4/24/19 Conf. call w/Legal counsel - Slater	6311 · Board Member Compensation	125.00
Bill	04/25/2019	4/25 Board Mtg		4/25/19 Board Meeting	6311 · Board Member Compensation	125.00
Bill	04/30/2019	4/30 Admin Mtg		4/30/19 Administrative meeting w/GM	6311 · Board Member Compensation	125.00
TOTAL						1,000.00
Bill Pmt -Check	05/22/2019	21484	R&D PEST SERVICES	Pest control	1012 · Bank of America Gen'l Ckg	
Bill	05/03/2019	0242740		Pest control - monthly maintenance	6024 · Building Repair & Maintenance	100.00
Bill	05/06/2019	0243044		Pest control - spray for bees coming into office	6024 · Building Repair & Maintenance	95.00
TOTAL						195.00
Bill Pmt -Check	05/22/2019	21485	READY REFRESH BY NESTLE	0023230253	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2019	0023230253		Office Water Bottle - April 2019	6031.7 · Other Office Supplies	66.36
TOTAL						66.36
Bill Pmt -Check	05/22/2019	21486	SANTA ANA WATERSHED PROJECT AUTHORI VOID: 9387		1012 · Bank of America Gen'l Ckg	0.00
TOTAL						0.00
Bill Pmt -Check	05/22/2019	21487	STATE COMPENSATION INSURANCE FUND	1970970-18	1012 · Bank of America Gen'l Ckg	
Bill	05/01/2019	1970970-18		Monthly premium 4/26/19-5/26/19	60183 · Worker's Comp Insurance	552.42
TOTAL						552.42
Bill Pmt -Check	05/22/2019	21488	STAULA, MARY L	Retiree Medical	1012 · Bank of America Gen'l Ckg	
Bill	06/01/2019			Retiree Medical - May 2019	60182.4 · Retiree Medical	25.87
TOTAL						25.87

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Type	Date	Num	Name	Memo	Account	Paid Amount	
Bill Pmt -Check	05/22/2019	21489	THREE VALLEYS MUNICIPAL WATER DIST	05331	1012 · Bank of America Gen'l Ckg		
Bill	04/30/2019	05331		617.800AF @ \$731 + \$2 + \$10	5011 · Replenishment Water	459,025.40	
TOTAL						459,025.40	
Bill Pmt -Check	05/22/2019	21490	ULLOA, EUNICE	Board Member Compensation	1012 · Bank of America Gen'l Ckg		
Bill	04/11/2019	4/11 Appro Pool Mtg		4/11/19 Appropriative Pool Meeting	6311 · Board Member Compensation	125.00	
Bill	04/18/2019	4/18 Ad Hoc Comm		4/18/9 Ad Hoc Committee conference call	6311 · Board Member Compensation	125.00	
Bill	04/23/2019	4/23 Budget Workshop		4/23/19 Budget Workshop	6311 · Board Member Compensation	125.00	
Bill	04/25/2019	4/25 Board Mtg		4/25/19 Board Meeting	6311 · Board Member Compensation	125.00	
Bill	04/30/2019	3/13 PBHSC Mtg		3/13/19 PBHSC Meeting	6311 · Board Member Compensation	125.00	
Bill	04/30/2019	3/14 Appro Pool Mtg		3/14/19 Appropriative Pool Meeting	6311 · Board Member Compensation	125.00	
Bill	04/30/2019	3/15 Court Hearing		3/15/19 Court Hearing	6311 · Board Member Compensation	125.00	
Bill	04/30/2019	3/21 Advisory Comm		3/21/19 Advisory Committee Meeting	6311 · Board Member Compensation	125.00	
Bill	04/30/2019	3/26 Budget Release		3/26/19 Budget Release Workshop	6311 · Board Member Compensation	125.00	
Bill	04/30/2019	3/28 Board Mtg		3/28/19 Board Meeting	6311 · Board Member Compensation	125.00	
TOTAL						1,250.00	
P145 TOTAL	Bill Pmt -Check	05/22/2019	21491	UNITED HEALTHCARE	052503393305	1012 · Bank of America Gen'l Ckg	
	Bill	05/16/2019	052503393305		Dental Insurance Premium - June 2019	60182.2 · Dental & Vision Ins	744.12
						744.12	
Bill Pmt -Check	05/22/2019	21492	VERIZON WIRELESS	9829475719	1012 · Bank of America Gen'l Ckg		
Bill	05/15/2019	9829475719		Acct #470810953-00001	6022 · Telephone	367.53	
TOTAL						367.53	
Bill Pmt -Check	05/22/2019	21493	YUKON DISPOSAL SERVICE	21136525395	1012 · Bank of America Gen'l Ckg		
Bill	05/01/2019	21136525395		Disposal Service - May 2019	6024 · Building Repair & Maintenance	117.14	
TOTAL						117.14	
Bill Pmt -Check	05/18/2019	ACH 052319	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg		
General Journal	05/18/2019	05/18/2019	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 05/05/19-05/18/19	2000 · Accounts Payable	7,444.83	
TOTAL						7,444.83	
General Journal	05/23/2019	19/05/17	ADP, LLC	ADP Payroll Service-Qtr. Adjustments	1012 · Bank of America Gen'l Ckg		
			ADP, LLC	ADP Payroll Service-Qtr. Adjustments	1014 · Bank of America P/R Ckg	-350.50	
TOTAL						-350.50	
Bill Pmt -Check	05/29/2019	ACH 052919	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg		
Bill	05/01/2019	15654807		Unfunded Accrued Liability Plan 3299	60180 · Employers PERS Expense	5,456.55	
TOTAL						5,456.55	

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	05/30/2019	21494	ACCENT COMPUTER SOLUTIONS, INC.	128190	1012 · Bank of America Gen'l Ckg	
Bill	05/23/2019	128190		Monthly service - June 2019	6052.4 · IT Managed Services	4,116.00
				Overwatch - June 2019	6052.5 · IT Data Backup/Storage	699.00
				OmniCloud - June 2019	6052.5 · IT Data Backup/Storage	117.00
				Office 365 subscriptions - June 2019	6052.4 · IT Managed Services	107.25
				Image Office Storage (per GB, per month)	6052.5 · IT Data Backup/Storage	850.50
TOTAL						5,889.75
Bill Pmt -Check	05/30/2019	21495	CD CATERING & EVENT SERVICES	9584	1012 · Bank of America Gen'l Ckg	
Bill	05/23/2019	9584		Lunch-5/23/19 Watermaster Board meeting	6312 · Meeting Expenses	600.69
TOTAL						600.69
Bill Pmt -Check	05/30/2019	21496	EMPOWER LAB	1018	1012 · Bank of America Gen'l Ckg	
Bill	05/10/2019	1018		4/22/19 mtg w/PK	6193 · Employee Training	500.00
TOTAL						500.00
Bill Pmt -Check	05/30/2019	21497	EUROFINS EATON ANALYTICAL		1012 · Bank of America Gen'l Ckg	
Bill	04/24/2019	L0450206		L0450206	7108.4 · Hydraulic Control-Lab Svcs	440.00
Bill	04/24/2019	L0450428		L0450428	7108.4 · Hydraulic Control-Lab Svcs	1,194.00
TOTAL						1,634.00
Bill Pmt -Check	05/30/2019	21498	KAVOUNAS, PETER	PE Certification Renewal Reimbursement	1012 · Bank of America Gen'l Ckg	
Bill	05/23/2019			PE Certification Renewal Reimbursement	6111 · Membership Dues	115.00
TOTAL						115.00
Bill Pmt -Check	05/30/2019	21499	NELSON, ANNA	Employee Reimbursement	1012 · Bank of America Gen'l Ckg	
Bill	05/23/2019			Lunch meetings with IEUA, MVWD, and JCSD	6141.3 · Admin Meetings	108.64
				Mileage reimbursement-5/02/19 WQ Colloquium	6173 · Airfare/Mileage	11.48
TOTAL						120.12
Bill Pmt -Check	05/30/2019	21500	STANDARD INSURANCE CO.	Policy # 00-649299-0009	1012 · Bank of America Gen'l Ckg	
Bill	05/23/2019	006492990009		Policy # 00-649299-0009	60191 · Life & Disab.Ins Benefits	857.37
TOTAL						857.37
Bill Pmt -Check	05/30/2019	21501	ULLOA, EUNICE	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	05/08/2019	5/08 Admin Mtg		5/08/19 Administrative meeting w/PK	6311 · Board Member Compensation	125.00
Bill	05/09/2019	5/09 Appro Pool Mtg		5/09/19 Appropriative Pool meeting	6311 · Board Member Compensation	125.00
Bill	05/16/2019	5/16 Advisory Comm		5/16/19 Advisory Committee meeting	6311 · Board Member Compensation	125.00
Bill	05/23/2019	5/23 Board Mtg		5/23/19 Board meeting	6311 · Board Member Compensation	125.00
TOTAL						500.00

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	05/30/2019	21502	VERIZON WIRELESS	9830049533	1012 · Bank of America Gen'l Ckg	
Bill	05/23/2019	9830049533		Acct #642073270-00001	7103.7 · Grdwtr Qual-Computer Svc	100.08
TOTAL						<u>100.08</u>
General Journal	05/31/2019	19/05/18	ADP, LLC	ADP Payroll Service for 05/18/19-536033830	1012 · Bank of America Gen'l Ckg	
				ADP Payroll Service for 05/18/19-536033830	1012 · Bank of America Gen'l Ckg	167.60
TOTAL						<u>167.60</u>
General Journal	05/31/2019	05/31/2019	Wage Works FSA Direct Debits - May 2019	Wage Works FSA Direct Debits - May 2019	1012 · Bank of America Gen'l Ckg	
				Wage Works FSA Direct Debits - May 2019	1012 · Bank of America Gen'l Ckg	509.60
				Wage Works FSA Direct Debits - May 2019	1012 · Bank of America Gen'l Ckg	509.60
				Wage Works FSA Direct Debits - May 2019	1012 · Bank of America Gen'l Ckg	-10.78
				Wage Works FSA Direct Debits - May 2019	1012 · Bank of America Gen'l Ckg	76.25
TOTAL						<u>1,084.67</u>
					<b>Total Disbursements:</b>	<u><u>889,735.94</u></u>

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