

CHINO BASIN WATERMASTER



NOTICE OF MEETING

Thursday, June 25, 2020

11:00 a.m. – Watermaster Board Meeting

**MEETING AVAILABLE BY REMOTE ACCESS ONLY
(SEE AGENDA FOR DETAILS)**

*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*

CHINO BASIN WATERMASTER

Thursday, June 25, 2020

11:00 a.m. – Watermaster Board Meeting

AGENDA

**CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING**

11:00 a.m. – June 25, 2020

Mr. Jeff Pierson – Chair

Mr. Jim Curatalo – Vice-Chair

Meeting Available by Remote Access Only*

Click on this [link](#) to access by PC/Smart Device

OR

Conference Call: (224) 501-3412

Code: 903-152-621

AGENDA

CALL TO ORDER

ROLL CALL

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 Special Meeting held May 22, 2020 *(Page 1)*
2. Minutes of the Watermaster Board Meeting held May 28, 2020 *(Page 10)*

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of April 2020 *(Page 18)*
2. Watermaster VISA Check Detail for the month of April 2020 *(Page 31)*
3. Combining Schedule for the Period July 1, 2019 through April 30, 2020 *(Page 34)*
4. Treasurer's Report of Financial Affairs for the Period April 1, 2020 through April 30, 2020 *(Page 37)*
5. Budget vs. Actual Report for the Period July 1, 2019 through April 30, 2020 *(Page 41)*
6. Cash Disbursements for May 2020 (Information Only) *(Page 67)*

C. 2019 PRADO BASIN HABITAT SUSTAINABILITY COMMITTEE ANNUAL REPORT *(Page 77)*

Receive and file as presented.

D. PROFESSIONAL PUBLIC OUTREACH SERVICES CONTRACT BETWEEN RAUCH COMMUNICATION CONSULTANTS INC. AND CHINO BASIN WATERMASTER *(Page 82)*

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 99)*

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

F. FISCAL YEAR 2020/21 PAY SCHEDULE (Page 116)
Adopt the FY 2020/21 Pay Schedule.

II. BUSINESS ITEMS
None

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. San Bernardino County Superior Court Emergency Order
2. June 26, 2020 Hearing

B. ENGINEER REPORT

1. Equipping Extensometers at PX
2. Responding to Various RFIs

C. CFO REPORT

1. Status of Exhibit "G" Transaction
2. FY 2019/20 Ongoing Auditing Activity by Fedak & Brown, LLP

D. GM REPORT

1. Status Report: OBMP IP Update
2. Status Report: OAP Contest
3. Other

IV. INFORMATION
None

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*

6/25/20	Thu	11:00 a.m.	Watermaster Board
7/09/20	Thu	9:00 a.m.	Appropriative Pool
7/09/20	Thu	11:00 a.m.	Non-Agricultural Pool
7/09/20	Thu	1:30 p.m.	Agricultural Pool
7/16/20	Thu	9:00 a.m.	Advisory Committee
7/23/20	Thu	11:00 a.m.	Watermaster Board

*NOTE: Due to the uncertainty related to COVID-19, and for the safeguarding of all, Watermaster meetings will continue to be held remotely until further notice. Remote access to the open portions of the meetings will be provided with each meeting notice. Confidential session numbers will be provided directly to Board Members/Alternates separately.

ADJOURNMENT

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

A. MINUTES

1. Special Board Meeting held on May 22, 2020
2. Board Meeting held May 28, 2020

DRAFT MINUTES
CHINO BASIN WATERMASTER
WATERMASTER BOARD – SPECIAL MEETING
May 22, 2020

The Watermaster Board special meeting was held via GoToMeeting (conference call and web meeting) only on May 22, 2020.

WATERMASTER BOARD MEMBERS PRESENT ON CALL

Jeff Pierson, Chair	Agricultural Pool – Crops
James Curatalo, Vice-Chair	Fontana Union Water Company
Bob Kuhn, Secretary/Treasurer	Three Valleys Municipal Water District
Bob Bowcock	CalMat Co.
Steve Elie	Inland Empire Utilities Agency
Don Galleano	Western Municipal Water District
Paul Hofer	Agricultural Pool – Crops
Victor Preciado	City of Pomona
Peter Rogers	City of Chino Hills

WATERMASTER STAFF PRESENT AT WATERMASTER

Peter Kavounas	General Manager
Janine Wilson	Senior Accountant
Vanessa Aldaz	Administrative Assistant

WATERMASTER STAFF PRESENT ON CALL

Joseph Joswiak	Chief Financial Officer
Edgar Tellez Foster	Water Resources Mgmt. and Planning Dir.
Anna Nelson	Executive Services Director/Board Clerk
Justin Nakano	Water Resources Technical Manager

WATERMASTER CONSULTANTS PRESENT ON CALL

Scott Slater	Brownstein Hyatt Farber Schreck, LLP
Brad Herrema	Brownstein Hyatt Farber Schreck, LLP
Mark Wildermuth	Wildermuth Environmental, Inc.
Andy Malone	Wildermuth Environmental, Inc.

OTHERS PRESENT ON CALL

Ron Craig	City of Chino Hills
Chris Berch	Jurupa Community Services District
David De Jesus	Three Valleys Municipal Water District
Gino Filippi	Agricultural Pool – Crops
Sylvie Lee	Inland Empire Utilities Agency
Pete Hall	Agricultural Pool – State of CA – CIM/CDCR
Shivaji Deshmukh	Inland Empire Utilities Agency
Brian Geye	California Speedway Corporation
Katie Gienger	City of Ontario
John Schatz	John J. Schatz, Attorney at Law
Eduardo Espinoza	Cucamonga Valley Water District
Bob Feenstra	Agricultural Pool – Dairy
Ben Lewis	Golden State Water Company
Brian Lee	San Antonio Water Company
John Bosler	Cucamonga Valley Water District
Tracy Egoscue	Egoscue Law Group, Inc.
Carol Boyd	State of California – CIM
Courtney Jones	City of Ontario
Richard Rees	Wood plc

Andrew Gagen
Scott Burton
Ryan Shaw
Eunice Ulloa
Justin Scott-Coe

Kidman Gagen Law, LLP
City of Ontario
Western Municipal Water District
City of Chino
Monte Vista Water District

CALL TO ORDER

Chair Pierson called the Watermaster Board meeting to order at 10:32 a.m.

(0:02:08) Ms. Nelson conducted the roll call and announced that all Board members were present.

PUBLIC COMMENTS

None

AGENDA - ADDITIONS/REORDER

None

I. BUSINESS ITEMS

A. 2020 SAFE YIELD RESET

Adopt Resolution 2020-03 related to the 2020 Safe Yield Reset.

(0:04:11) Messrs. Kavounas and Wildermuth gave a presentation. A discussion ensued.

(0:40:12) Mr. Galleano introduced a motion to approve Business Item I.A. Mr. Rogers seconded the motion. Additional discussion ensued.

(0:45:38) Vote taken

Motion by Mr. Don Galleano, seconded by Mr. Peter Rogers, and by majority roll call vote as attached to these minutes

Moved to Adopt Resolution 2020-03 related to the 2020 Safe Yield Reset as presented.

Mr. Hofer and Chair Pierson voted against the motion.

ADJOURNMENT

Chair Pierson adjourned the Watermaster Board special meeting at 11:20 a.m.

Secretary: _____

Approved: _____

Attachments:

1. Resolution 2020-03 (2020 Safe Yield Reset)
2. 20200522 Watermaster Board Roll Call Vote Outcome for Business Item II.A.

**RESOLUTION 2020-03
OF THE
CHINO BASIN WATERMASTER
REGARDING THE 2020 SAFE YIELD RESET**

1. **WHEREAS**, the Chino Basin Watermaster ("Watermaster") was appointed pursuant to the Judgment in Chino Basin Municipal Water District v. City of Chino (San Bernardino Superior Court Case No. RCV RS51010) to administer and enforce the provisions of the Judgment and any subsequent instructions and orders of the Court;
2. **WHEREAS**, the Judgment was entered in 1978 and set the initial Safe Yield of the Chino Basin at 140,000 acre-feet per year ("AFY"), but reserved continuing jurisdiction to the Court to amend the Judgment, inter alia, to redetermine the Safe Yield after the first ten years of operation of the Physical Solution established under the Judgment;
3. **WHEREAS**, on April 28, 2017, the Court entered its Orders for Watermaster's Motion Regarding 2015 Safe Yield Reset Agreement, Amendment of Restated Judgment, Paragraph 6 ("April 28, 2017 Order"), which, among other things: (1) reset the Safe Yield of the Chino Basin to 135,000 AFY; (2) directed Watermaster to initiate a process to evaluate and reset the Safe Yield by July 1, 2020 to establish the Safe Yield of the Chino Basin for the time period commencing on July 1, 2020 and ending on June 30, 2030; and, (3) directed Watermaster to conduct the 2020 Safe Yield reset evaluation pursuant to the methodology described in the Reset Technical Memorandum, and while relying upon long-term hydrology and data from 1921 to the date of the reset evaluation in order to account for short-term climatic variation.
4. **WHEREAS**, the Court confirmed its direction to reset the Safe Yield provided in the April 28, 2017 Order in subsequent rulings in its March 15, 2019 Findings and Order Regarding Amendments to Restated Judgment, Peace Agreement, Peace II Agreement, and Re-Operation Schedule.
5. **WHEREAS**, the Reset Technical Memorandum provides the following methodology adopted by the April 28, 2017 Order to reset the Safe Yield:
 1. Use . . . newly collected data . . . in the re-calibration process for the Watermaster's groundwater-flow model.
 2. Use a long-term historical precipitation falling on current and projected future land uses to estimate the long-term average net recharge to the Basin.
 3. Describe the current and projected future cultural conditions, including, but not limited to the plans for pumping, stormwater recharge and supplemental-water recharge.
 4. With the information generated in [1] through [3] above, use the groundwater-flow model to redetermine the net recharge to the Chino Basin taking into account the then existing current and projected future cultural conditions.
 5. Qualitatively evaluate whether the groundwater production at the net recharge rate estimated in [4] above will cause or threaten to cause "undesirable results" or "Material Physical Injury". If groundwater production at net recharge rate estimated in [4] above will cause or threaten to cause "undesirable results" or "Material Physical Injury" then Watermaster will identify and implement prudent measures necessary to mitigate "undesirable results" or "Material Physical Injury", set the value of Safe Yield to ensure there is no "undesirable results" or "Material Physical Injury", or implement a combination of mitigation measures and a changed Safe Yield.

6. **WHEREAS**, Watermaster commenced the process to reset the Safe Yield pursuant to the April 28, 2017 Order in 2019. In compliance with the April 28, 2017 Order, Watermaster, with the assistance of Wildermuth Environmental, Inc., Watermaster's engineer, compiled current and projected water demand and water supply planning data, updated and recalibrated the Chino Basin groundwater model, and estimated the Safe Yield of the Basin based upon current and projected cultural conditions. Watermaster's engineer documented this work and its findings in its 2020 Safe Yield Recalculation Report ("Safe Yield Report"), which is attached hereto as **Exhibit A** and incorporated herein by reference.

7. **WHEREAS**, Watermaster convened workshops in July 2019 and January 2020 to allow stakeholders to review data, review calibration results, and review proposed model projections.

8. **WHEREAS**, in March 2020, Watermaster invited Luthorff & Scalmanini Consulting Engineers ("LSCE"), an independent groundwater expert consulting firm, to perform a peer review of the methodology used in evaluating the Safe Yield. LSCE was provided a draft of the Safe Yield Report, as well as access to Watermaster's files and documents, and attended a meeting with Watermaster's consultant, along with technical experts associated with the Appropriative Pool and parties in the Overlying (Agricultural) Pool, to discuss the Safe Yield analysis, methodology, modeling, and its application. After completing its evaluation, LSCE concluded that the model employed to develop the Safe Yield Report meets and/or exceeds generally accepted industry standards, and that application of the model and the Safe Yield Report is consistent with prevailing professional standards.

9. **WHEREAS**, a draft of the Safe Yield Report was released to the Watermaster parties on April 2, 2020, and considered by the Pool Committees and the Advisory Committee at their regularly scheduled meetings in April 2020.

10. **WHEREAS**, based upon requests made by the Overlying (Agricultural) Pool, the Appropriative Pool and the Advisory Committees, Watermaster convened a stakeholder workshop on April 29, 2020 to present the Safe Yield Report and receive and respond to comments thereon.

11. **WHEREAS**, the final version of the Safe Yield Report was released to the Watermaster parties on May 14, 2020. The final version includes certain editorial changes and written responses to comments received from the parties. However, the conclusions and findings in the Safe Yield report remained unchanged.

12. **WHEREAS**, the Safe Yield Report concludes that: "Watermaster should recommend that the Court set the Safe Yield at 131,000 AFY for the 2021 through 2030 period. No MPI or undesirable results are projected to occur if the Safe Yield were to be set at this value."

13. **WHEREAS**, the Safe Yield Report further concludes that a reduction in net recharge to the Basin could occur if the State implements certain water conservation measures as required by Water Code, § 10609, et seq. Accordingly, when the State adopts such water conservation measures, "Watermaster should evaluate the significance of any resulting change in cultural conditions, and, if cultural conditions are judged to have changed such that the Safe Yield would be changed by more than 2.5%, Watermaster should move the Court to reset the Safe Yield accordingly."

NOW, THEREFORE, BE IT RESOLVED, on the basis of the staff reports, expert opinions and substantial evidence presented, finds that:

1. The Safe Yield Report's evaluation of the Safe Yield of the Basin for the for period of July 1, 2020 through June 30, 2030 was conducted in accordance with the Court's April 28, 2017 Order and the Reset Technical Memorandum, and accurately considers the current and projected conditions of the Chino Basin.
2. The Court should amend Paragraph 6 of the Restated Judgment, setting the Safe Yield of the Chino Basin for the period July 1, 2020 to June 30, 2030 at 131,000 AFY, and no undesirable results or Material Physical Injury will result if the Safe Yield is reset in this manner.

3. If the State develops water conservation measures that reduce net recharge to the Chino Basin (i.e., reduced Evapotranspiration Adjustment Factors), as required by Water Code, § 10609, et seq., Watermaster should evaluate the significance of any resulting change in cultural conditions, and, if cultural conditions are judged to have changed such that the Safe Yield would be changed by more than 2.5%, Watermaster should move the Court to reset the Safe Yield accordingly.
4. Watermaster legal counsel is directed to prepare and file a motion with the Court to reset the Safe Yield in accordance with this Resolution and the Court's April 28, 2017 Order.

ADOPTED by the Watermaster Board on this 22nd day of May 2020.

By:



Chairman, Watermaster Board

ATTEST:



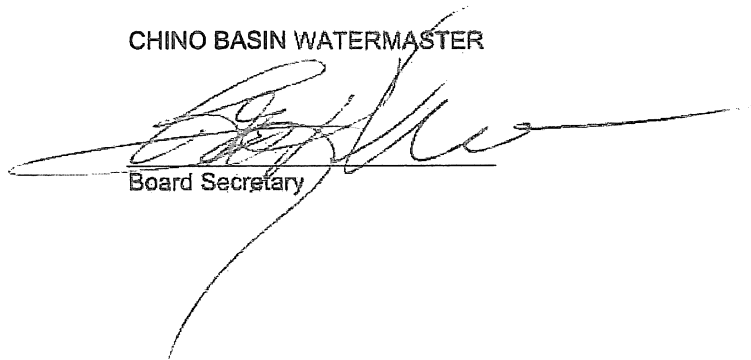
Board Secretary
Chino Basin Watermaster

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN BERNARDINO)

I, Bob Kuhn, Secretary of the Chino Basin Watermaster, DO HEREBY CERTIFY that the foregoing Resolution being No. 2020-03, was adopted at the special meeting of the Chino Basin Watermaster Board by the following vote:

AYES: 7
NOES: 2
ABSENT: 0
ABSTAIN: 0

CHINO BASIN WATERMASTER



Board Secretary

Date: May 22, 2020

LIST OF EXHIBITS

Exhibit A: 2020 Safe Yield Recalculation Final Report

EXHIBIT A

2020 SAFE YIELD RECALCULATION FINAL REPORT

Click on this [link](#) for the 2020 Safe Yield Recalculation Report

**May 22, 2020 Watermaster Board Special Meeting Roll Call Vote for
Business Item I.A. 2020 Safe Yield Reset**

Member	Alternate	Vote
Bowcock, Bob		yes
Curatalo, James, Vice-Chair		yes
Elie, Steve		yes
Galleano, Don		yes
Hofer, Paul		no
Kuhn, Bob, Secretary/Treasurer		yes
Preciado, Victor		yes
Rogers, Peter		yes
Pierson, Jeff, Chair		no
OUTCOME:		Passed by Majority

DRAFT MINUTES
CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING

May 28, 2020

The Watermaster Board meeting was held via GoToMeeting (conference call and web meeting) only on May 28, 2020.

WATERMASTER BOARD MEMBERS PRESENT ON CALL

Jeff Pierson, Chair	Agricultural Pool – Crops
James Curatalo, Vice-Chair	Fontana Union Water Company
Bob Kuhn, Secretary/Treasurer	Three Valleys Municipal Water District
Bob Bowcock	CalMat Co.
Steve Elie	Inland Empire Utilities Agency
Don Galleano	Western Municipal Water District
Paul Hofer	Agricultural Pool – Crops
Victor Preciado	City of Pomona
Peter Rogers	City of Chino Hills

WATERMASTER STAFF PRESENT AT WATERMASTER

Peter Kavounas	General Manager
Janine Wilson	Senior Accountant
Vanessa Aldaz	Administrative Assistant

WATERMASTER STAFF PRESENT ON CALL

Joseph Joswiak	Chief Financial Officer
Edgar Tellez Foster	Water Resources Mgmt. and Planning Dir.
Anna Nelson	Executive Services Director/Board Clerk
Justin Nakano	Water Resources Technical Manager

WATERMASTER CONSULTANTS PRESENT ON CALL

Scott Slater	Brownstein Hyatt Farber Schreck, LLP
Brad Herrema	Brownstein Hyatt Farber Schreck, LLP
Mark Wildermuth	Wildermuth Environmental, Inc.
Andy Malone	Wildermuth Environmental, Inc.

OTHERS PRESENT ON CALL

Ron Craig	City of Chino Hills
Chris Berch	Jurupa Community Services District
Betty Anderson	Jurupa Community Services District
Chris Diggs	City of Pomona
David De Jesus	Three Valleys Municipal Water District
Gino Filippi	Agricultural Pool – Crops
Sylvie Lee	Inland Empire Utilities Agency
Pete Hall	Agricultural Pool – State of CA – CIM/CDCR
Shivaji Deshmukh	Inland Empire Utilities Agency
Brian Geye	California Speedway Corporation
Christiana Daisy	Inland Empire Utilities Agency
Katie Gienger	City of Ontario
Praseetha Krishnan	Cucamonga Valley Water District
Eduardo Espinoza	Cucamonga Valley Water District
Bob Feenstra	Agricultural Pool – Dairy
Ben Lewis	Golden State Water Company
Brian Lee	San Antonio Water Company
Marilyn Levin	Agricultural Pool – State of CA – DOJ
Michael Camacho	Inland Empire Utilities Agency

John Bosler
 Arthur Kidman
 Carol Boyd
 Christina Valencia
 Courtney Jones
 Dave Crosley
 Eunice Ulloa
 John Mendoza
 Joshua Aguilar
 Justin Scott-Coe
 Marty Zvirbulis
 Matthew Litchfield
 Richard Rees
 Ryan Shaw
 Scott Burton
 Shawnda Grady
 Steven Ledbetter
 Tracy Egoscue
 Van Jew
 Darren Hodge

Cucamonga Valley Water District
 Kidman Gagen Law, LLP
 Agricultural Pool – State of CA – CIM
 Inland Empire Utilities Agency
 City of Ontario
 City of Chino
 City of Chino
 Three Valleys Municipal Water District
 Inland Empire Utilities Agency
 Monte Vista Water District
 San Gabriel Valley Water Company
 Three Valleys Municipal Water District
 Wood plc
 Western Municipal Water District
 City of Ontario
 Ellison Schneider Harris & Donlan LLP
 West End Consolidated Company
 Egoscue Law Group, Inc.
 Monte Vista Water District
 pfm

CALL TO ORDER

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

(0:01:10) Ms. Nelson conducted the roll call and announced that all Board members were present.

PUBLIC COMMENTS

None

AGENDA - ADDITIONS/REORDER

None

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 April 23, 2020

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of March 2020
2. Watermaster VISA Check Detail for the month of March 2020
3. Combining Schedule for the Period July 1, 2019 through March 31, 2020
4. Treasurer’s Report of Financial Affairs for the Period March 1, 2020 through March 31, 2020
5. Budget vs. Actual Report for the Period July 1, 2019 through March 31, 2020
6. Cash Disbursements for April 2020 (Information Only)

C. APPLICATION: WATER TRANSACTION

Approve the proposed transaction:

The transfer of 7,500.0 acre-feet of water from Cucamonga Valley Water District to Fontana Water Company. This transfer is made from Cucamonga Valley Water District's Annual Production Right. Date of application: February 25, 2020.

D. APPLICATION: WATER TRANSACTION

Approve the proposed transaction:

The transfer of 1,000.0 acre-feet of water from Santa Ana River Water Company to Fontana Water Company. This transfer is made from Santa Ana River Water Company's Annual Production Right. Date of application: February 21, 2020.

E. FIRST AMENDMENT TO TASK ORDER NO. 2 UNDER MASTER AGREEMENT FOR COLLABORATIVE PROJECTS (TECHNICAL SUPPORT FOR THE UPPER SANTA ANA RIVER GROUNDWATER INTEGRATED MODEL)

Approve the First Amendment to Task Order No. 2 (Technical Support for Analysis of the Upper Santa Ana River Groundwater Integrated Model) and authorize the General Manager to execute the agreement on behalf of Watermaster.

(0:04:35)

Motion by Mr. Elie, seconded by Mr. Kuhn, and by unanimous roll call vote as attached to these minutes

Moved to approve the Consent Calendar as presented.

II. BUSINESS ITEMS

A. WATERMASTER FISCAL YEAR 2020/21 PROPOSED BUDGET

Adopt the approved FY 2020/21 budget as presented.

(0:06:15) Mr. Joswiak gave a presentation, and Mr. Kavounas commented on evaluating the efficacy of Watermaster's budget outreach approach in the future.

(0:11:12) A motion was made by Mr. Kuhn and seconded by Mr. Preciado to approve Business Item II.A.

(0:13:08) A roll call vote was taken.

Motion by Mr. Kuhn seconded by Mr. Preciado, and by unanimous roll call vote as attached to these minutes

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

B. FIXED RATE REFUNDING OF SERIES 2008B VARIABLE RATE DEMAND BONDS

Adopt Resolution 2020-04 as presented, and authorize and direct the General Manager or Chief Financial Officer to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Preliminary Official Statement, the final Official Statement, and this resolution.

(0:14:45) Mr. Joswiak and Mr. Hodge of PFM, gave a presentation. A discussion ensued.

(0:26:07) A motion was made by Vice-Chair Curatalo and seconded by Mr. Rogers to approve Business Item II.B.

(0:27:03) A roll call vote was taken.

Motion by Vice-Chair Curatalo seconded by Mr. Rogers, and by unanimous roll call vote as attached to these minutes

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

Mr. Hofer left the meeting 12:03 p.m. and Mr. Feenstra replaced him.

C. 2020 STORAGE MANAGEMENT PLAN

- Approve the 2020 Storage Management Final Report Sections 2.1-2.6 as the Storage Management Plan providing direction as an incremental step towards the preparation of the required documentation for storage management in a manner that is consistent with Watermaster's responsibilities under the Judgment.
- Direct staff and Counsel to support the Parties' efforts to develop an update to the OBMP Implementation Plan and Peace Agreement Amendment for Program Elements 8 and 9 (Storage and Storage & Recovery Programs) in a manner that is consistent with Watermaster's responsibilities to manage storage under the Judgment; with the objective to complete the update effort by July 30, 2020; and report progress to the Board monthly.
- Direct staff to concurrently complete a plan, with advice and assistance of the Pools and the Advisory Committee, to address the risk of potential quantities of stored water exceeding the cumulative amount authorized by the Peace Agreement and accounts for orderly use and distribution of excess quantities in a manner that comports with the directives of the Judgment.
- Direct staff to bring the entire 2020 OBMP for Board approval in September, after seeking advice and assistance from the Pool and Advisory Committee.

(0:27:19) Mr. Kavounas gave a presentation. A discussion ensued.

(0:48:20) A motion was made by Mr. Elie and seconded by Vice-Chair Curatalo to approve Business Item II.C.

(1:02:17) A roll call vote was taken.

Motion by Mr. Elie seconded by Vice-Chair Curatalo, and by majority roll call vote as attached to these minutes

Moved to approve Business Item II.C. as presented.

Mr. Feenstra, on behalf of Mr. Hofer, voted against the motion.

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. San Bernardino County Superior Court Emergency Order
2. June 26, 2020 Hearing
3. County of Maui v. Hawaii Wildlife Fund et al

(1:03:27) Mr. Slater gave a report.

B. ENGINEER REPORT

1. Annual Report for the PBHSC
2. IEUA GWR 2019 Annual Report
3. SB88 Compliance
4. Potential Assistance to CDA with 97-005 Study Requirement

(1:09:24) Mr. Malone gave a report.

C. CFO REPORT

None

D. GM REPORT

1. OBMP Implementation Plan Update
2. OAP Contest Status

- 3. First Amendment to Task Order No. 4 Under Master Agreement for Collaborative Projects (Chino Basin Project Support)
- 4. Work from Home Update
- 5. Other

(1:15:30) Mr. Kavounas gave a report. A discussion ensued.

IV. INFORMATION

None

V. BOARD MEMBER COMMENTS

VI. OTHER BUSINESS

None

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.

The Board took a recess from 12:32 p.m. to 12:35 p.m.

Chair Pierson called for a confidential session at 12:35 p.m. to discuss the following:

- 1. General Manager Performance Evaluation

(1:21:02) Ms. Nelson conducted the roll call following confidential session and announced that all Board members or alternates were present.

(1:22:23) Confidential Session concluded at 12:50 p.m. with no reportable action.

ADJOURNMENT

Chair Pierson adjourned the Watermaster Board meeting at 12:54 p.m. in memory of Western Municipal Water District Director, Bob Stockton; Mr. Stockton was an alternate on the Watermaster Board.

NOTE: Following Confidential Session Mr. Galleano stated that he had listened to all the testimony and he would have voted yes on all three of the items but could not vote due technical difficulties. Mr. Slater provided instructions to the Board Clerk that on the basis of Mr. Galleano's representation, that he was present and listened to each one of the presented items, and that Mr. Galleano desires to cast his vote in favor of all three items. Consequently Mr. Galleano's vote has been shown as affirmative in these minutes.

Secretary: _____

Approved: _____

Attachments:

- 1. 20200528 Roll Call Vote Outcome for Business Item II.A.
- 2. 20200528 Roll Call Vote Outcome for Business Item II.B.
- 3. 20200528 Roll Call Vote Outcome for Business Item II.C.

May 28, 2020 Watermaster Board Meeting Roll Call Vote for Business Item II.A. Watermaster Fiscal Year 2020/21 Proposed Budget
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Member	Alternate	Vote
Bowcock, Bob		yes
Curatalo, James, Vice-Chair		yes
Elie, Steve		yes
Galleano, Don		yes
Hofer, Paul		yes
Kuhn, Bob, Secretary/Treasurer		yes
Preciado, Victor		yes
Rogers, Peter		yes
Pierson, Jeff, Chair		yes
OUTCOME:		Passed Unanimously

NOTE: Following Confidential Session Mr. Galleano stated that he had listened to all the testimony and he would have voted yes on all three of the items but could not vote due technical difficulties. Mr. Slater provided instructions to the Board Clerk that on the basis of Mr. Galleano's representation, that he was present and listened to each one of the presented items, and that Mr. Galleano desires to cast his vote in favor of all three items. Consequently Mr. Galleano's vote has been shown as affirmative in these minutes.

May 28, 2020 Watermaster Board Meeting Roll Call Vote for
Business Item II.B. Fixed Rate Refunding of Series 2008B Variable Rate Demand Bonds

Member	Alternate	Vote
Bowcock, Bob		yes
Curatalo, James, Vice-Chair		yes
Elie, Steve		yes
Galleano, Don		yes
Hofer, Paul		yes
Kuhn, Bob, Secretary/Treasurer		yes
Preciado, Victor		yes
Rogers, Peter		yes
Pierson, Jeff, Chair		yes
OUTCOME:		Passed Unanimously

NOTE: Following Confidential Session Mr. Galleano stated that he had listened to all the testimony and he would have voted yes on all three of the items but could not vote due technical difficulties. Mr. Slater provided instructions to the Board Clerk that on the basis of Mr. Galleano's representation, that he was present and listened to each one of the presented items, and that Mr. Galleano desires to cast his vote in favor of all three items. Consequently Mr. Galleano's vote has been shown as affirmative in these minutes.

May 28, 2020 Watermaster Board Meeting Roll Call Vote for Business Item II.C. 2020 Storage Management Plan

Member	Alternate	Vote
Bowcock, Bob		yes
Curatalo, James, Vice-Chair		yes
Elie, Steve		yes
Galleano, Don		yes
Hofer, Paul		
	Feenstra, Bob	no
Kuhn, Bob, Secretary/Treasurer		yes
Preciado, Victor		yes
Rogers, Peter		yes
Pierson, Jeff, Chair		yes
OUTCOME:		Passed by Majority

NOTE: Following Confidential Session Mr. Galleano stated that he had listened to all the testimony and he would have voted yes on all three of the items but could not vote due technical difficulties. Mr. Slater provided instructions to the Board Clerk that on the basis of Mr. Galleano's representation, that he was present and listened to each one of the presented items, and that Mr. Galleano desires to cast his vote in favor of all three items. Consequently Mr. Galleano's vote has been shown as affirmative in these minutes.

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of April 2020
2. Watermaster VISA Check Detail for the month of April 2020
3. Combining Schedule for the Period July 1, 2019 through April 30, 2020
4. Treasurer's Report of Financial Affairs for the Period April 1, 2020 through April 31, 2020
5. Budget vs. Actual Report for the Period July 1, 2019 through April 30, 2020
6. Cash Disbursements for May 2020 (Information Only)



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 25, 2020
TO: Board Members
SUBJECT: Cash Disbursement Report - Financial Report B1 (April 30, 2020)
(Consent Calendar Item I.B.1.)

SUMMARY

Issue: Record of Cash Disbursements for the month of April 2020.

Recommendation: Receive and file Cash Disbursements for April 2020 as presented.

Financial Impact: Funds disbursed were included in the FY 2019/20 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 25, 2020: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – June 11, 2020: Received and filed

Non-Agricultural Pool – June 11, 2020: Moved unanimously to receive and file, without approval

Agricultural Pool – June 11, 2020: Received and filed

Advisory Committee – June 18, 2020: Received and filed

Watermaster Board – June 25, 2020:

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 2020 were \$613,553.28.

The most significant expenditures during the month were to Wildermuth Environmental, Inc. in the amount of \$202,035.30 (check number 22114 dated April 16, 2020); Brownstein Hyatt Farber Schreck in the amount of \$122,419.38 (check number 22127 dated April 21, 2020); and Egoscue Law Group, Inc. in the amount of \$55,218.75 (check number 22117 dated April 16, 2020).

ATTACHMENTS

1. Financial Report - B1

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2020

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	04/03/2020	22085	ACCENT COMPUTER SOLUTIONS, INC.	IT Computer Services	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2020	134337		Adobe Acrobat Pro 2017 license-Aldaz	6054 · Computer Software	450.00
Bill	03/31/2020	134338		Adobe Acrobat Pro 2017 license-Wilson	6054 · Computer Software	450.00
Bill	04/01/2020	134214		Monthly service - April 2020	6052.4 · IT Managed Services	4,018.28
				Overwatch - April 2020	6052.5 · IT Data Backup/Storage	699.00
				Omni Cloud - April 2020	6052.5 · IT Data Backup/Storage	153.00
				365 subscriptions/Bus. Premium - Apr. 2020	6052.4 · IT Managed Services	195.75
				Image Office Storage (per GB, per month)	6052.5 · IT Data Backup/Storage	702.32
TOTAL						6,668.35
Bill Pmt -Check	04/03/2020	22086	APPLIED COMPUTER TECHNOLOGIES	Database Consulting Services	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2020	3140		March 2020	6052.2 · Applied Computer Technol	3,449.00
TOTAL						3,449.00
Bill Pmt -Check	04/03/2020	22087	DE BOOM, NATHAN	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/12/2020	3/12 Ag Pool Mtg		3/12/20 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				3/12/20 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	04/03/2020	22088	ELIE, STEVEN	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/26/2020	3/26 Board Mtg		3/26/20 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						125.00
Bill Pmt -Check	04/03/2020	22089	FEDAK & BROWN LLP	Audit Services	1012 · Bank of America Gen'l Ckg	
Bill	03/30/2020			March 2020	6062 · Audit Services	1,430.00
TOTAL						1,430.00
Bill Pmt -Check	04/03/2020	22090	FILIPPI, GINO	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/12/2020	3/12 Ag Pool Mtg		3/12/20 Ag Pool Meeting	6311 · Board Member Compensation	125.00
Bill	03/26/2020	3/26 Board Mtg		3/26/20 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	04/03/2020	22091	FONTANA UNION WATER COMPANY'	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/17/2020	3/17 Bd mtg check		3/17/2020 Board Meeting check-in - Curatalo	6311 · Board Member Compensation	125.00
Bill	03/19/2020	3/19 Board Officers		3/19/2020 Board Officers/Pool Chairs-Curatalo	6311 · Board Member Compensation	125.00
Bill	03/24/2020	3/24 Board Agenda		3/24/2020 Board Agenda preview-Curatalo	6311 · Board Member Compensation	125.00
Bill	03/26/2020	3/26 Board Mtg		3/26/2020 Board Meeting - Curatalo	6311 · Board Member Compensation	125.00
TOTAL						500.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2020

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	04/03/2020	22092	INLAND VALLEY DAILY BULLETIN	900421820	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2020	900421820		26 weeks renewal	6112 · Subscriptions/Publications	510.62
TOTAL						510.62
Bill Pmt -Check	04/03/2020	22093	KUHN, BOB	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/12/2020	3/12 Appro Pool Mtg		3/12/20 Appropriative Pool meeting	6311 · Board Member Compensation	125.00
Bill	03/17/2020	3/17 Executive Comm		3/17/20 Executive Committee meeting	6311 · Board Member Compensation	125.00
Bill	03/19/2020	3/19 Bd Officers		3/19/20 Board Officers/Pool Chairs meeting	6311 · Board Member Compensation	125.00
Bill	03/24/2020	3/24 Board Agenda		3/24/20 Board Agenda Preview	6311 · Board Member Compensation	125.00
Bill	03/26/2020	3/26 Board Mtg		3/26/20 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						625.00
Bill Pmt -Check	04/03/2020	22094	NELSON, ANNA	Employee Reimbursement-Expenses	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2020			Admin meetings-Jan/Feb 2020	6141.3 · Admin Meetings	293.30
				Mileage/parking reimbursement for admin meeting	6173 · Airfare/Mileage	36.12
TOTAL						329.42
Bill Pmt -Check	04/03/2020	22095	PREMIERE GLOBAL SERVICES	29178339	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2020	29178339		WM coordination call on 3/02	6909.1 · OBMP Meetings	37.32
				Appropriative Pool call on 3/04	8312 · Meeting Expenses	8.36
				WM coordination call on 3/06	6909.1 · OBMP Meetings	24.80
				WM coordination call on 3/09	6909.1 · OBMP Meetings	6.56
				PBHSP call on 3/10	6909.1 · OBMP Meetings	6.57
				Fee - General	6022 · Telephone	39.00
				Fee - Confidential	6022 · Telephone	39.00
				WM coordination call on 3/02	6909.1 · OBMP Meetings	6.56
				Wm coordination call on 3/06	6909.1 · OBMP Meetings	12.63
				OBMPU CEQA call on 3/09	6909.1 · OBMP Meetings	33.63
				OBMPU CEQA call on 3/09	6909.1 · OBMP Meetings	37.06
				PBHSP call on 3/10	6909.1 · OBMP Meetings	30.74
				Pools meeting check-in call on 3/11	8312 · Meeting Expenses	3.27
				Pools meeting check-in call on 3/11	8412 · Meeting Expenses	3.28
				Pools meeting check-in call on 3/11	8512 · Meeting Expense	3.28
				Team huddle call on 3/16	6141.3 · Admin Meetings	6.57
				WM coordination call on 3/16	6909.1 · OBMP Meetings	13.53
				Ag Pool contest call on 3/17	8412 · Meeting Expenses	11.58
				RW Quality call on 3/18	6909.1 · OBMP Meetings	11.21
				Chino Basin model peer review call-3/20	6909.1 · OBMP Meetings	6.58
				Chino Basin model peer reveiw call-3/20	6909.1 · OBMP Meetings	10.69
				WM coordination call on 3/23	6909.1 · OBMP Meetings	15.06

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2020

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
				Board agenda preview call on 3/24	6312 · Meeting Expenses	18.58
				Board meeting check-in call on 3/25	6312 · Meeting Expenses	14.41
				Call shortfalls	6022 · Telephone	78.00
				Service fees	6022 · Telephone	47.05
				PBHSP call on 3/10	6909.1 · OBMP Meetings	6.56
				Non-Ag Pool mtg confidential session-3/12	8512 · Meeting Expense	6.58
				Non-Ag Pool mtg confidential session-3/12	8512 · Meeting Expense	6.58
				Ag Pool mtg confidential session on 3/12	8412 · Meeting Expenses	6.56
				Ag Pool mtg confidential session on 3/12	8412 · Meeting Expenses	6.55
				Board Officers/Pool Chairs call on 3/19	6312 · Meeting Expenses	6.57
TOTAL						<u>564.72</u>
Bill Pmt -Check	04/03/2020	22096	READY REFRESH BY NESTLE	0023230253	1012 · Bank of America Gen'l Ckg	
Bill	03/26/2020	0023230253		Office Water Bottle - March 2020	6031.7 · Other Office Supplies	144.12
TOTAL						<u>144.12</u>
Bill Pmt -Check	04/03/2020	22097	ROGERS, PETER	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/26/2020	3/26 Board Mtg		3/26/20 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						<u>125.00</u>
Bill Pmt -Check	04/03/2020	22098	RR FRANCHISING, INC.	84578	1012 · Bank of America Gen'l Ckg	
Bill	04/01/2020	84578		April 2020	6024 · Building Repair & Maintenance	740.00
TOTAL						<u>740.00</u>
Bill Pmt -Check	04/03/2020	22099	SPECTRUM BUSINESS	2031978032320	1012 · Bank of America Gen'l Ckg	
Bill	03/30/2020	2031978032320		3/23/20-4/22/20	6053 · Internet Expense	800.86
TOTAL						<u>800.86</u>
Bill Pmt -Check	04/03/2020	22100	STANDARD INSURANCE CO.	Policy # 00-649299-0009	1012 · Bank of America Gen'l Ckg	
Bill	03/26/2020	00649299009		Policy # 00-649299-0009	60191 · Life & Disab.Ins Benefits	903.53
TOTAL						<u>903.53</u>
Bill Pmt -Check	04/03/2020	22101	STATE COMPENSATION INSURANCE FUND	1970970-19	1012 · Bank of America Gen'l Ckg	
Bill	04/01/2020	1970970-19		Premium 3/26/20-4/26/20	60183 · Worker's Comp Insurance	532.75
TOTAL						<u>532.75</u>
Bill Pmt -Check	04/03/2020	22102	UNION 76	7076-2245-3035-5049	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2020	7076224530355049		March 2020	6175 · Vehicle Fuel	104.80
TOTAL						<u>104.80</u>

TOTAL
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CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2020

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	04/03/2020	22103	VERIZON WIRELESS	9850375681	1012 - Bank of America Gen'l Ckg	
Bill	03/26/2020	9850375681		Acct #642073270-00001	7103.7 - Grdwtr Qual-Computer Svc	110.04
TOTAL						110.04
Bill Pmt -Check	04/03/2020	22104	VISION SERVICE PLAN	00-101789-0001	1012 - Bank of America Gen'l Ckg	
Bill	03/26/2020	00101789		Vision Insurance Premium - April 2020	60182.2 - Dental & Vision Ins	93.83
TOTAL						93.83
General Journal	04/04/2020	04/04/2020	Payroll and Taxes for 03/22/20-04/04/20	Payroll and Taxes for 03/22/20-04/04/20	1012 - Bank of America Gen'l Ckg	
				Direct Deposits for 03/22/20-04/04/20	1012 - Bank of America Gen'l Ckg	29,180.28
				Payroll Taxes for 03/22/20-04/04/20	1012 - Bank of America Gen'l Ckg	10,478.07
			ICMA-RC	457(b) EE Deductions for 03/22/20-04/04/20	1012 - Bank of America Gen'l Ckg	5,476.92
			ICMA-RC	401(a) EE Deductions for 03/22/20-04/04/20	1012 - Bank of America Gen'l Ckg	1,562.57
TOTAL						46,697.84
Bill Pmt -Check	04/04/2020	ACH 040820	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 - Bank of America Gen'l Ckg	
General Journal	04/04/2020	04/04/2020	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 03/22/20-04/04/20	2000 - Accounts Payable	8,180.70
TOTAL						8,180.70
Bill Pmt -Check	04/09/2020	22105	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 - Bank of America Gen'l Ckg	
Bill	03/31/2020	XXXX-XXXX-XXXX-9341		Keyboard tray	6031.7 - Other Office Supplies	56.53
				Dell universal dock - (AN)	6055 - Computer Hardware	251.29
				Employee 10 yr. service award	6141.3 - Admin Meetings	103.59
				Cleaning supplies - sanitizer	6031.7 - Other Office Supplies	135.07
				Cleaning supplies - sanitizer	6031.7 - Other Office Supplies	8.36
				Cleaning supplies - wipes	6031.7 - Other Office Supplies	41.63
				Lunch-staff/legal counsel/ag pool pre-mtg.	8412 - Meeting Expenses	164.55
				Laptop - Inspiron 13 5000 Series 5391 (AN)	6055 - Computer Hardware	728.99
				Laptop - Inspiron 7000 15 Series 7591 (JJ)	6055 - Computer Hardware	864.41
				Monitor - (AN)	6055 - Computer Hardware	402.73
				Ethernet cable - (AN)	6055 - Computer Hardware	7.12
				Cleaning supplies - sanitizer	6031.7 - Other Office Supplies	62.79
				Lunch for staff/consultants-Eng. budget	6909.1 - OBMP Meetings	85.82
				Headset - (JJ)	6031.7 - Other Office Supplies	10.55
				Toner cartridge - (JJ)	6031.7 - Other Office Supplies	18.48
				Logitech webcam - (JJ)	6055 - Computer Hardware	85.61
				Laptops - Inspiron 7000 15 Series 7591	6055 - Computer Hardware	1,728.85
				Cleaning supplies - sanitizer	6031.7 - Other Office Supplies	73.30
				Ergonomic wireless mouse	6055 - Computer Hardware	29.31
				Costco membership renewal	6111 - Membership Dues	174.92

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2020

Type	Date	Num	Name	Memo	Account	Paid Amount
				Toner cartridges	6031.7 · Other Office Supplies	211.86
				Toner cartridges	6031.7 · Other Office Supplies	35.59
				Office supplies	6031.7 · Other Office Supplies	20.80
				Copy paper	6031.1 · Copy Paper	30.64
				Webcams for office - (VA, JW)	6055 · Computer Hardware	182.78
				Miscellaneous office supplies	6031.7 · Other Office Supplies	19.94
				WiFi mesh hub system - (AJ)	6055 · Computer Hardware	107.85
				Registration for ETF for GRACAST	6193.2 · Conference - Registration Fee	72.88
				Registration for PK for GRACAST	6193.2 · Conference - Registration Fee	72.88
				Software - annual renewal	6054 · Computer Software	58.31
				Uniforms for staff	6154 · Uniforms	107.49
				WiFi mesh hub system - (AN)	6055 · Computer Hardware	240.81
				Transaction fee for software renewal	6054 · Computer Software	1.75
				PK mtg w/C. Berch, ETF	8312 · Meeting Expenses	38.81
				PK mtg w/P. Rogers	6312 · Meeting Expenses	56.26
				Fee for increasing number of participants	6022 · Telephone	192.98
				PK mtg w/C. Diggs	8312 · Meeting Expenses	29.75
TOTAL						6,515.28
P24						
Bill Pmt -Check	04/07/2020	ACH 040720	CALPERS	1394905143	1012 · Bank of America Gen'l Ckg	
Bill	03/16/2020	1394905143		Medical Insurance Premiums - April 2020	60182.1 · Medical Insurance	11,022.41
				Retro for Aldaz - March 2020	60182.1 · Medical Insurance	1,626.34
TOTAL						12,648.75
Bill Pmt -Check	04/09/2020	22106	BOWCOCK, ROBERT	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/16/2020	3/16 OBMP IPU		3/16/20 OBMP IPU and PAA Drafting Session #1	6311 · Board Member Compensation	125.00
Bill	03/26/2020	3/26 Board Mtg		3/26/20 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	04/09/2020	22107	CORELOGIC INFORMATION SOLUTIONS	82015388	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2020	82015388		82015388	7103.7 · Grdwtr Qual-Computer Svc	62.50
				82015388	7101.4 · Prod Monitor-Computer	62.50
TOTAL						125.00
Bill Pmt -Check	04/09/2020	22108	LUHDORFF & SCALMANINI	35836	1012 · Bank of America Gen'l Ckg	
Bill	03/29/2020	35836		Project-Chino Basin Safe Yield Analysis	6906.73 · OBMP-2020 Safe Yield Recalc	2,925.00
TOTAL						2,925.00
Bill Pmt -Check	04/09/2020	22109	PITNEY BOWES GLOBAL FINANCIAL SERVICE 3103874699		1012 · Bank of America Gen'l Ckg	
Bill	03/30/2020	3103274699		Postage meter lease	6044 · Postage Meter Lease	430.63

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2020

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
TOTAL							430.63
	Bill Pmt -Check	04/09/2020	22110	STAPLES BUSINESS ADVANTAGE	8057992539	1012 · Bank of America Gen'l Ckg	
	Bill	03/28/2020	8057992539		Business envelopes	6031.7 · Other Office Supplies	36.84
TOTAL							36.84
	Bill Pmt -Check	04/09/2020	22111	TELLEZ-FOSTER, EDGAR	Employee Reimbursement - Expenses	1012 · Bank of America Gen'l Ckg	
	Bill	09/11/2019	9/06 Ops Staff Mtg		9/06/19 Ops Staff Meeting	6141.3 · Admin Meetings	83.19
TOTAL							83.19
	Bill Pmt -Check	04/09/2020	22112	WESTERN MUNICIPAL WATER DISTRICT	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
	Bill	03/26/2020	3/26 Board Mtg		3/26/2020 Board Mtg. - Don Galleano	6311 · Board Member Compensation	125.00
TOTAL							125.00
	Bill Pmt -Check	04/09/2020	22113	BURRTEC WASTE INDUSTRIES, INC.	21136525395	1012 · Bank of America Gen'l Ckg	
	Bill	04/01/2020	21136525395		April 2020	6024 · Building Repair & Maintenance	135.72
TOTAL							135.72
P25	Check	04/15/2020	04/15/2020	Service Charge	Service Charge	1012 · Bank of America Gen'l Ckg	
					Service Charge	6039.1 · Banking Service Charges	637.81
TOTAL							637.81
	Bill Pmt -Check	04/14/2020	ACH 050520	CALPERS	1394905143	1012 · Bank of America Gen'l Ckg	
	Bill	04/14/2020	1394905143		Medical Insurance Premiums - May 2020	60182.1 · Medical Insurance	11,018.02
TOTAL							11,018.02
	Bill Pmt -Check	04/16/2020	22114	WILDERMUTH ENVIRONMENTAL INC		1012 · Bank of America Gen'l Ckg	
	Bill	03/31/2020	2020088		2020088	6906.31 · OBMP-Pool, Adv. Board Mtgs	4,832.20
	Bill	03/31/2020	2020089		2020089	6906.32 · OBMP-Other General Meetings	17,574.11
	Bill	03/31/2020	2020090		2020090	6906.71 · OBMP-Data Req.-CBWM Staff	2,136.80
	Bill	03/31/2020	2020091		2020091	6906.72 · OBMP-Data Req.-Non CBWM Staff	1,027.20
	Bill	03/31/2020	2020092		2020092	6906.23 · SGMA Reporting Requirements	1,198.50
	Bill	03/31/2020	2020093		2020093	6906 · OBMP Engineering Services	8,384.28
	Bill	03/31/2020	2020094		2020094	6906.24 · Compliance-SWRCB	2,157.10
	Bill	03/31/2020	2020095		2020095	6906.26 · 2020 OBMP Update	11,947.58
	Bill	03/31/2020	2020096		2020096	6906.28 · Agriculture Prod. & Estimation	65.70
	Bill	03/31/2020	2020097		2020097	6906.81 · Prepare Annual Reports	262.80
	Bill	03/31/2020	2020098		2020098	6906.16 · CBWEP-100% IEUA Cost	31,623.78
	Bill	03/31/2020	2020099		2020099	7103.3 · Grdwtr Qual-Engineering	13,545.40
	Bill	03/31/2020	2020100		2020100	7104.3 · Grdwtr Level-Engineering	10,593.40

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2020

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	03/31/2020	2020101		2020101	7107.2 · Grd Level-Engineering	5,626.06
Bill	03/31/2020	2020102		2020102	7108.31 · Hydraulic Control - PBHSP	10,497.40
Bill	03/31/2020	2020103		2020103	7109.3 · Recharge & Well - Engineering	4,496.60
Bill	03/31/2020	2020104		2020104	7202.2 · Engineering Svc	1,878.20
Bill	03/31/2020	2020105		2020105	7206.1 · SB88 Specs-Ensure Compliance	3,923.70
Bill	03/31/2020	2020106		2020106	7303 · PE3&5-Engineering	4,962.40
Bill	03/31/2020	2020107		2020107	7402 · PE4-Engineering	5,816.45
Bill	03/31/2020	2020108		2020108	7402.10 · PE4 - Northwest MZ1 Area Proj.	21,848.54
Bill	03/31/2020	2020109		2020109	7502 · PE6&7-Engineering	21,521.90
Bill	03/31/2020	2020110		2020110	7510 · PE6&7-IEUA Salinity Mgmt. Plan	14,997.60
Bill	03/31/2020	2020111		2020111	7511 · PE6&7-SAWBMPTask Force-50% IEU,	1,117.60
TOTAL						202,035.30
Bill Pmt -Check	04/16/2020	22115	CUCAMONGA VALLEY WATER DISTRICT	Lease Payment	1012 · Bank of America Gen'l Ckg	
Bill	04/15/2020			Lease due on May 1, 2020	1422 · Prepaid Rent	7,093.14
TOTAL						7,093.14
Bill Pmt -Check	04/16/2020	22116	CV STRATEGIES	5529	1012 · Bank of America Gen'l Ckg	
Bill	03/30/2020	5529		Strategic Comm. Services re: Newsletter	6906.26 · 2020 OBMP Update	1,968.75
TOTAL						1,968.75
Bill Pmt -Check	04/16/2020	22117	EGOSCUE LAW GROUP, INC.	12681	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2020	12681		Ag Pool Legal Services - March 2020	8467 · Ag Legal & Technical Services	55,218.75
TOTAL						55,218.75
Bill Pmt -Check	04/16/2020	22118	FIRST LEGAL NETWORK LLC	40038990	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2020	40038990		Court filing on 3/13/20	6061.5 · Court Filing Services	111.54
TOTAL						111.54
Bill Pmt -Check	04/16/2020	22119	LEGAL SHIELD	111802	1012 · Bank of America Gen'l Ckg	
Bill	04/14/2020	111802		Employee deductions - March 2020	60194 · Other Employee Insurance	177.35
TOTAL						177.35
Bill Pmt -Check	04/16/2020	22120	LOEB & LOEB LLP	1882295	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2020	1882295		Non-Ag Pool Legal Services - March 2020	8567 · Non-Ag Legal Service	5,154.30
TOTAL						5,154.30
Bill Pmt -Check	04/16/2020	22121	PIERSON, JEFFREY	Ag Pool and Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/02/2020	3/02 OBMPU Mtg		3/02/20 OBMPU meeting	6311 · Board Member Compensation	125.00
Bill	03/10/2020	3/10 Ag Pool Attny		3/10/20 Ag Pool attorney conference call	8411 · Ag Pool Member Compensation	25.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2020

Type	Date	Num	Name	Memo	Account	Paid Amount
				3/10/20 Ag Pool attorney conference call	8470 · Ag Meeting Attend -Special	100.00
Bill	03/10/2020	3/10 PBHCP Rpt		3/10/20 Prado Basin HCP Report meeting	6311 · Board Member Compensation	125.00
Bill	03/12/2020	3/12 Ag Pool Mtg		3/12/20 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				3/12/20 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	03/12/2020	3/12 Ag & Appro Mtg		3/12/20 Ag & App. Pools Mtg-Ag Pool Rules	8411 · Ag Pool Member Compensation	25.00
				3/12/20 Ag & App. Pools Mtg-Ag Pool Rules	8470 · Ag Meeting Attend -Special	100.00
Bill	03/12/2020	3/12 Admin Mtg		3/12/20 Administrative meeting w/PK	6311 · Board Member Compensation	125.00
Bill	03/14/2020	3/14 Ag Pool mtg		3/14/20 Ag Pool Chair/Vchair-coord. mtg.	8411 · Ag Pool Member Compensation	25.00
				3/14/20 Ag Pool Chair/Vchair-coord. mtg.	8470 · Ag Meeting Attend -Special	100.00
Bill	03/16/2020	3/16 Ag Pool Attny		3/16/20 Ag Pool attorney conference call	8411 · Ag Pool Member Compensation	25.00
				3/16/20 Ag Pool attorney conference call	8470 · Ag Meeting Attend -Special	100.00
Bill	03/16/2020	3/16 OBMP Review		3/16/20 OBMP PE 8 & 9 Review meeting	6311 · Board Member Compensation	125.00
Bill	03/17/2020	3/17 Admin Mtg		3/17/20 Administrative mtg w/PK	6311 · Board Member Compensation	125.00
Bill	03/18/2020	3/18 Ag Pool CC		3/18/20 Ag Pool conference call	8411 · Ag Pool Member Compensation	25.00
				3/18/20 Ag Pool conference call	8470 · Ag Meeting Attend -Special	100.00
Bill	03/19/2020	3/19 Advisory Comm		3/19/20 Advisory Committee meeting	8411 · Ag Pool Member Compensation	25.00
				3/19/20 Advisory Committee meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	03/19/2020	3/19 Ag Pool Attny		3/19/20 Ag Pool Attorney conference call	8470 · Ag Meeting Attend -Special	125.00
Bill	03/19/2020	3/19 Admin Mtg		3/19/20 Administrative meeting w/PK	6311 · Board Member Compensation	125.00
Bill	03/20/2020	3/20 Ag Pool Attny		3/20/20 Ag Pool Attorney conference call	8470 · Ag Meeting Attend -Special	125.00
Bill	03/24/2020	3/24 Admin Mtg		3/24/20 Administrative Meeting w/PK	6311 · Board Member Compensation	125.00
Bill	03/26/2020	3/26 Board Mtg		3/26/20 Board Meeting	6311 · Board Member Compensation	125.00
Bill	03/29/2020	3/29 Admin Mtg		3/29/20 Administrative Meeting w/PK	6311 · Board Member Compensation	125.00
Bill	03/31/2020	3/31 Ag Pool Attny		3/31/20 Ag Pool Attorney conference call	8470 · Ag Meeting Attend -Special	125.00
TOTAL						2,375.00
Bill Pmt -Check	04/16/2020	22122	PIETERSMA, RONALD	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/09/2020	4/09 Confidential		4/09/20 Ag Pool Confidential - meeting	8411 · Ag Pool Member Compensation	25.00
				4/09/20 Ag Pool Confidential - meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	04/09/2020	4/09 Ag Pool Mtg		4/09/20 Ag Pool meeting	8411 · Ag Pool Member Compensation	25.00
				4/09/20 Ag Pool meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						250.00
Bill Pmt -Check	04/16/2020	22123	STAULA, MARY L	Retiree Medical	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2020			Retiree Medical	60182.4 · Retiree Medical	30.72
TOTAL						30.72
Bill Pmt -Check	04/16/2020	22124	TOM DODSON & ASSOCIATES	CB271 20-4	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2020	CB271 20-4		March 2020 - OBMP Update PEIR	6908.1 · 2020 OBMP Update-Dodson & Assoc	39,659.90
TOTAL						39,659.90

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CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2020

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	04/16/2020	22125	UNITED HEALTHCARE	052574563380	1012 - Bank of America Gen'l Ckg	
Bill	04/15/2020	052574563380		Dental Insurance Premium - May 2020	60182.2 - Dental & Vision Ins	805.17
TOTAL						805.17
Bill Pmt -Check	04/16/2020	22126	VERIZON WIRELESS	9851859975	1012 - Bank of America Gen'l Ckg	
Bill	04/13/2020	9851859975		Acct #470810953-00001	6022 - Telephone	344.33
TOTAL						344.33
General Journal	04/17/2020	04/17/2020	ADP, LLC	ADP Tax Service for 03/21/20-555363387	1012 - Bank of America Gen'l Ckg	
				ADP Tax Service for 03/21/20-555363387	1012 - Bank of America Gen'l Ckg	155.50
				ADP Tax Service for 04/04/20-555363387	1012 - Bank of America Gen'l Ckg	155.50
TOTAL						311.00
General Journal	04/18/2020	04/18/2020	Payroll and Taxes for 04/05/20-04/18/20	Payroll and Taxes for 04/05/20-04/18/20	1012 - Bank of America Gen'l Ckg	
				Direct Deposits for 04/05/20-04/18/20	1012 - Bank of America Gen'l Ckg	30,442.21
				Payroll Taxes for 04/05/20-04/18/20	1012 - Bank of America Gen'l Ckg	9,981.00
			ICMA-RC	457(b) EE Deductions for 04/05/20-04/18/20	1012 - Bank of America Gen'l Ckg	5,476.92
			ICMA-RC	401(a) EE Deductions for 04/05/20-04/18/20	1012 - Bank of America Gen'l Ckg	1,562.57
TOTAL						47,462.70
Bill Pmt -Check	04/21/2020	22127	BROWNSTEIN HYATT FARBER SCHRECK		1012 - Bank of America Gen'l Ckg	
Bill	03/31/2020	797744		797744	6078 - BHFS Legal - Miscellaneous	40,250.70
				Mileage/Parking Expense	6078 - BHFS Legal - Miscellaneous	71.49
Bill	03/31/2020	797745		COVID-19 discussions	6073 - BHFS Legal - Personnel Matters	178.20
Bill	03/31/2020	797746		797746	6907.34 - Santa Ana River Water Rights	2,223.00
Bill	03/31/2020	797747		797747	6275 - BHFS Legal - Advisory Committee	891.00
Bill	03/31/2020	797748		797748	6375 - BHFS Legal - Board Meeting	7,338.60
Bill	03/31/2020	797749		797749	8375 - BHFS Legal - Appropriative Pool	1,024.65
Bill	03/31/2020	797750		797750	8475 - BHFS Legal - Agricultural Pool	1,024.65
Bill	03/31/2020	797751		797751	8575 - BHFS Legal - Non-Ag Pool	1,024.65
Bill	03/31/2020	797752		797752	6071 - BHFS Legal - Court Coordination	2,255.85
Bill	03/31/2020	797753		797753	6077 - BHFS Legal - Party Status Maint	4,034.25
Bill	03/31/2020	797754		797754	6907.41 - Prado Basin Habitat Sustain	977.85
Bill	03/31/2020	797755		797755	6907.44 - SGMA Compliance	222.75
Bill	03/31/2020	797756		797756	6907.45 - OBMP Update	47,490.30
				Delivery/Gound Transportation	6907.45 - OBMP Update	150.00
				Mileage/Parking Expense	6907.45 - OBMP Update	71.49
Bill	03/31/2020	797757		797757	6907.47 - 2020 Safe Yield Reset	13,100.85
Bill	03/31/2020	797758		797758	6078.25 - Ely 3 Basin Investigation	89.10

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TOTAL

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2020

TOTAL	Type	Date	Num	Name	Memo	Account	Paid Amount
							122,419.38
	Bill Pmt -Check	04/21/2020	22128	GREAT AMERICA LEASING CORP.	26867769	1012 · Bank of America Gen'l Ckg	
	Bill	04/16/2020	26867769		Invoice for March 2020 - standard payment	6043.1 · Ricoh Lease Fee	1,581.74
					Supply freight fee	6043.2 · Ricoh Usage & Maintenance Fee	8.57
TOTAL							1,590.31
	Bill Pmt -Check	04/21/2020	22129	HUITSING, JOHN	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
	Bill	03/12/2020	3/12 Ag Pool Mtg		3/12/20 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
					3/12/20 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL							125.00
	Bill Pmt -Check	04/21/2020	22130	PIETERSMA, RONALD	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
	Bill	04/17/2020	4/17 Special Ag Pool		4/17/20 Special Ag Pool meeting	8411 · Ag Pool Member Compensation	25.00
					4/17/20 Special Ag Pool meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL							125.00
	Bill Pmt -Check	04/23/2020	22131	DE HAAN, HENRY	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
P29	Bill	03/12/2020	3/12 Ag Pool Mtg		3/12/20 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
					3/12/20 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL							125.00
	Bill Pmt -Check	04/23/2020	22132	FEENSTRA, BOB	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
	Bill	03/10/2020	3/10 Ag Pool Attny		3/10/20 Confidential Ag Pool attorney call	8411 · Ag Pool Member Compensation	25.00
					3/10/20 Confidential Ag Pool attorney call	8470 · Ag Meeting Attend -Special	100.00
	Bill	03/12/2020	3/12 Ag/Appro Pool		3/12/20 Ag and Appropriative Pool meeting	8411 · Ag Pool Member Compensation	25.00
					3/12/20 Ag and Appropriative Pool meeting	8470 · Ag Meeting Attend -Special	100.00
	Bill	03/12/2020	3/12 Ag Pool Mtg		3/12/20 Ag Pool meeting	8411 · Ag Pool Member Compensation	25.00
					3/12/20 Ag Pool meeting	8470 · Ag Meeting Attend -Special	100.00
	Bill	03/16/2020	3/16 Ag Pool Attny		3/16/20 Ag Pool chair/attorney meeting	8411 · Ag Pool Member Compensation	25.00
					3/16/20 Ag Pool chair/attorney meeting	8470 · Ag Meeting Attend -Special	100.00
	Bill	03/19/2020	3/19 Advisory Comm		3/19/20 Advisory Committee meeting	8411 · Ag Pool Member Compensation	25.00
					3/19/20 Advisory Committee meeting	8470 · Ag Meeting Attend -Special	100.00
	Bill	03/19/2020	3/19 Ag Pool Attny		3/19/20 Ag Pool attorney conference call	8470 · Ag Meeting Attend -Special	125.00
	Bill	03/20/2020	3/20 Ag Pool Attny		3/20/20 Ag Pool attorney conference call	8470 · Ag Meeting Attend -Special	125.00
	Bill	03/26/2020	3/26 Board Mtg		3/26/20 Board meeting	8470 · Ag Meeting Attend -Special	125.00
	Bill	03/31/2020	3/31 Ag Pool Attny		3/21/20 Ag Pool attorney conference call	8470 · Ag Meeting Attend -Special	125.00
TOTAL							1,125.00
	Bill Pmt -Check	04/23/2020	22133	FRONTIER COMMUNICATIONS	909-484-3890-050914-5	1012 · Bank of America Gen'l Ckg	

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2020

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	04/21/2020	90948438900509145		Office fax	6022 · Telephone	154.32
TOTAL						154.32
Bill Pmt -Check	04/23/2020	22134	STANDARD INSURANCE CO.	Policy # 00-649299-0009	1012 · Bank of America Gen'l Ckg	
Bill	04/21/2020	006492990009		Policy # 00-649299-0009	60191 · Life & Disab.Ins Benefits	903.53
TOTAL						903.53
Bill Pmt -Check	04/23/2020	22135	VERIZON WIRELESS	9852461491	1012 · Bank of America Gen'l Ckg	
Bill	04/21/2020	9852461491		Acct #642073270-00001	7103.7 · Grdwtr Qual-Computer Svc	100.04
TOTAL						100.04
Bill Pmt -Check	04/27/2020	ACH 042720	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	04/18/2020	04/18/2020	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 04/05/20-04/18/20	2000 · Accounts Payable	8,180.70
TOTAL						8,180.70
Bill Pmt -Check	04/28/2020	ACH 042820	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
Bill	04/01/2020	15995261		Annual Unfunded Accrued Liability-Plan 3299	60180 · Employers PERS Expense	6,655.12
TOTAL						6,655.12
P30 General Journal	04/30/2020	20/04/16	Wage Works FSA Direct Debits - Apr. 2020	Wage Works FSA Direct Debits - Apr. 2020	1012 · Bank of America Gen'l Ckg	
				Wage Works FSA Direct Debits - Apr. 2020	1012 · Bank of America Gen'l Ckg	516.93
				Wage Works FSA Direct Debits - Apr. 2020	1012 · Bank of America Gen'l Ckg	516.93
				Wage Works FSA Direct Debits - Apr. 2020	1012 · Bank of America Gen'l Ckg	76.25
TOTAL						1,110.11
					Total Disbursements:	613,553.28



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 25, 2020
TO: Board Members
SUBJECT: VISA Check Detail Report - Financial Report B2 (April 30, 2020)
(Consent Calendar Item I.B.2.)

SUMMARY

Issue: Record of VISA credit card payment disbursed for the month of April 2020.

Recommendation: Receive and file VISA Check Detail Report for April 2020 as presented.

Financial Impact: Funds disbursed were included in the FY 2019/20 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 25, 2020: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – June 11, 2020: Received and filed

Non-Agricultural Pool – June 11, 2020: Moved unanimously to receive and file, without approval

Agricultural Pool – June 11, 2020: Received and filed

Advisory Committee – June 18, 2020: Received and filed

Watermaster Board – June 25, 2020:

*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 2020 was \$6,515.28. The payment was processed in the amount of \$6,515.28 (by check number 22105 dated April 9, 2020). The monthly charges for April 2020 of \$6,515.28 were for routine and customary expenditures and properly documented with receipts.

ATTACHMENTS

1. Financial Report - B2

CHINO BASIN WATERMASTER
VISA Check Detail Report
April 2020

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	04/09/2020	22105	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 - Bank of America Gen'l Ckg	
Bill	03/31/2020	XXXX-XXXX-XXXX-9341		Keyboard tray	6031.7 - Other Office Supplies	56.53
				Dell universal dock - (AN)	6055 - Computer Hardware	251.29
				Employee 10 yr. service award	6141.3 - Admin Meetings	103.59
				Cleaning supplies - sanitizer	6031.7 - Other Office Supplies	135.07
				Cleaning supplies - sanitizer	6031.7 - Other Office Supplies	8.36
				Cleaning supplies - wipes	6031.7 - Other Office Supplies	41.63
				Lunch-staff/legal counsel/ag pool pre-mtg.	8412 - Meeting Expenses	164.55
				Laptop - Inspiron 13 5000 Series 5391 (AN)	6055 - Computer Hardware	728.99
				Laptop - Inspiron 7000 15 Series 7591 (JJ)	6055 - Computer Hardware	864.41
				Monitor - (AN)	6055 - Computer Hardware	402.73
				Ethernet cable - (AN)	6055 - Computer Hardware	7.12
				Cleaning supplies - sanitizer	6031.7 - Other Office Supplies	62.79
				Lunch for staff/consultants-Eng. budget	6909.1 - OBMP Meetings	85.82
				Headset - (JJ)	6031.7 - Other Office Supplies	10.55
				Toner cartridge - (JJ)	6031.7 - Other Office Supplies	18.48
				Logitech webcam - (JJ)	6055 - Computer Hardware	85.61
				Laptops - Inspiron 7000 15 Series 7591	6055 - Computer Hardware	1,728.85
				Cleaning supplies - sanitizer	6031.7 - Other Office Supplies	73.30
				Ergonomic wireless mouse	6055 - Computer Hardware	29.31
				Costco membership renewal	6111 - Membership Dues	174.92
				Toner cartridges	6031.7 - Other Office Supplies	211.86
				Toner cartridges	6031.7 - Other Office Supplies	35.59
				Office supplies	6031.7 - Other Office Supplies	20.80
				Copy paper	6031.1 - Copy Paper	30.64
				Webcams for office - (VA, JW)	6055 - Computer Hardware	182.78
				Miscellaneous office supplies	6031.7 - Other Office Supplies	19.94
				WiFi mesh hub system - (AJ)	6055 - Computer Hardware	107.85
				Registration for ETF for GRACAST	6193.2 - Conference - Registration Fee	72.88
				Registration for PK for GRACAST	6193.2 - Conference - Registration Fee	72.88
				Software - annual renewal	6054 - Computer Software	58.31
				Uniforms for staff	6154 - Uniforms	107.49
				WiFi mesh hub system - (AN)	6055 - Computer Hardware	240.81
				Transaction fee for software renewal	6054 - Computer Software	1.75
				PK mtg w/C. Berch, ETF	8312 - Meeting Expenses	38.81
				PK mtg w/P. Rogers	6312 - Meeting Expenses	56.26
				Fee for increasing number of participants	6022 - Telephone	192.98
				PK mtg w/C. Diggs	8312 - Meeting Expenses	29.75
					Total Disbursements:	\$6,515.28

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TOTAL



CHINO BASIN WATERMASTER

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Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: June 25, 2020

TO: Board Members

SUBJECT: Combining Schedule of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2019 through April 30, 2020 - Financial Report B3 (April 30, 2020)
(Consent Calendar Item I.B.3.)

SUMMARY

Issue: Record of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2019 through April 30, 2020.

Recommendation: Receive and file Combining Schedule of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2019 through April 30, 2020 as presented.

Financial Impact: Funds disbursed were included in the FY 2019/20 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 25, 2020: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – June 11, 2020: Received and filed

Non-Agricultural Pool – June 11, 2020: Moved unanimously to receive and file, without approval

Agricultural Pool – June 11, 2020: Received and filed

Advisory Committee – June 18, 2020: Received and filed

Watermaster Board – June 25, 2020:

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, 2019 through April 30, 2020 is provided to keep all members apprised of the FY 2019/20 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, 2019 THROUGH APRIL 30, 2020

Financial Report - B3

	WATERMASTER ADMINISTRATION	OPTIMUM BASIN MANAGEMENT	POOL ADMINISTRATION & SPECIAL PROJECTS			GROUNDWATER REPLENISHMENT	LAIF VALUE ADJ.	GASB 75 BEG. NET POSITION	GRAND TOTALS	AMENDED BUDGET 2019-2020
			APPROPRIATIVE POOL	AG POOL	NON-AG POOL					
Administrative Revenues:										
Administrative Assessments			8,030,143		364,536			8,394,678	8,395,297	
Interest Revenue			141,127	8,612	1,926			151,665	75,124	
Mutual Agency Project Revenue	171,905							171,905	171,906	
Miscellaneous Income	80							80	0	
Total Revenues	171,985	-	8,171,270	8,612	366,462	-	-	8,718,329	8,642,327	
Administrative & Project Expenditures:										
Watermaster Administration	1,295,530							1,295,530	1,589,738	
Watermaster Board-Advisory Committee	139,953							139,953	234,147	
Ag Pool Misc. Expense - Ag Fund								-	400	
Pool Administration			197,480	374,816	78,195			650,490	798,473	
Optimum Basin Mgmt Administration		2,085,775						2,085,775	2,308,840	
OBMP Project Costs		2,443,132						2,443,132	3,980,468	
Debt Service		526,276						526,276	633,440	
Basin Recharge Improvements		-						-	1,634,782	
Total Administrative/OBMP Expenses	1,435,483	5,055,183	197,480	374,816	78,195	-	-	7,141,156	11,180,288	
Net Administrative/OBMP Expenses	(1,263,498)	(5,055,183)								
Allocate Net Admin Expenses To Pools	1,263,498		949,398	273,185	40,915			-		
Allocate Net OBMP Expenses To Pools		4,528,907	3,441,156.76	979,210	108,540			-		
Allocate Debt Service to App Pool		526,276	526,276					-		
Allocate Basin Recharge to App Pool		-	-					-		
Agricultural Expense Transfer*			1,627,211	(1,627,211)				-		
Total Expenses	6,741,521	-	6,741,521	-	227,650	-	-	7,141,156	11,180,288	
Net Administrative Income	1,429,748	8,612	138,812	-	-	-	-	1,577,172	(2,537,961)	
Other Income/(Expense)										
Replenishment Water Assessments						1,059,430		1,059,430	0	
Desalter Replenishment Obligation						61,942		61,942	0	
Non-Ag Stored Water Purchases								-	0	
Exhibit "G" Non-Ag Pool Water			675,000					675,000	0	
RTS Charges from IEUA						(31,147)		(31,147)	0	
Interest Revenue						3,016		3,016	0	
MWD Water Purchases								-	0	
Non-Ag Stored Water Purchases								-	0	
Exhibit "G" Non-Ag Pool Water								-	0	
MWD Water Purchases								-	0	
Groundwater Replenishment						(1,413,794)		(1,413,794)	0	
LAIF - Fair Market Value Adjustment								-	0	
Other Post-Employment Benefits (OPEB)								-	0	
Refund-Excess Reserves			(271,110)					(271,110)	0	
Refund-Recharge Debt			(64,564)					(64,564)	0	
Funding To/(From) Reserves								-	(225,500)	
Net Other Income/(Expense)	339,326	-	-	-	(320,554)	-	-	18,771	(225,500)	
Net Transfers To/(From) Reserves	1,595,944		1,769,074	8,612	138,812	(320,554)		1,595,944	(2,312,461)	
Net Assets, July 1, 2019			7,737,657	505,144	25,310	314,372	16,184	(443,445)	8,155,223	
Net Assets, End of Period			9,506,731	513,756	164,123	(6,182)	16,184	(443,445)	9,751,167	9,751,167
18/19 Assessable Production			75,114.142	21,785.871	3,860.993			100,761.006		
18/19 Production Percentages			74.547%	21.621%	3.832%			100.000%		

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

N:\Administration\Meetings - Agendas & Minutes\2020\Staff Reports\06 - June\Board\20200625 - B3 Combining Schedule-April 2020.xlsx\Jul2019-Apr2020



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 25, 2020
TO: Board Members
SUBJECT: Treasurer's Report of Financial Affairs for the Period April 1, 2020 through April 30, 2020 -
Financial Report B4 (April 30, 2020)
(Consent Calendar Item I.B.4.)

SUMMARY

Issue: Record of increases or decreases in the cash position, assets and liabilities of Watermaster for the Period of April 1, 2020 through April 30, 2020.

Recommendation: Receive and file Treasurer's Report of Financial Affairs for the Period April 1, 2020 through April 30, 2020 as presented.

Financial Impact: Funds disbursed were included in the FY 2019/20 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 25, 2020: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – June 11, 2020: Received and filed
Non-Agricultural Pool – June 11, 2020: Moved unanimously to receive and file, without approval
Agricultural Pool – June 11, 2020: Received and filed
Advisory Committee – June 18, 2020: Received and filed
Watermaster Board – June 25, 2020:

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, 2020 through April 30, 2020 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, 2020 THROUGH APRIL 30, 2020**

Financial Report - B4

DEPOSITORIES:

Cash on Hand - Petty Cash			\$	500
Bank of America				
Governmental Checking-Demand Deposits	\$	977,768		
Zero Balance Account - Payroll		-		977,768
Trust Account - County of San Bernardino				845
Local Agency Investment Fund - Sacramento				10,103,335
TOTAL CASH IN BANKS AND ON HAND				\$ 11,082,448
TOTAL CASH IN BANKS AND ON HAND				11,565,795
				\$ (483,347)

PERIOD INCREASE (DECREASE)

CHANGE IN CASH POSITION DUE TO:

Decrease/(Increase) in Assets:			\$	77,954
Accounts Receivable				-
Assessments Receivable				-
Prepaid Expenses, Deposits & Other Current Assets				-
(Decrease)/Increase in Liabilities				68,396
Accounts Payable				35,668
Accrued Payroll, Payroll Taxes & Other Current Liabilities				2,350
Long Term Liabilities				(667,716)
Transfer to/(from) Reserves				
				\$ (483,347)

PERIOD INCREASE (DECREASE)

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 3/31/2020	\$ 500	\$ 423,571	\$ -	\$ 845	\$ 11,140,879	\$ 11,565,795
Deposits	-	1,167,750	-	-	62,456	1,230,206
Transfers	-	(131,885)	(80,393)	-	(1,100,000)	(1,312,277)
Withdrawals/Checks	-	(481,669)	80,393	-	-	(401,276)
	\$ 500	\$ 977,768	\$ -	\$ 845	\$ 10,103,335	\$ 11,082,448
PERIOD INCREASE OR (DECREASE)	\$ -	\$ 554,197	\$ -	\$ -	\$ (1,037,544)	\$ (483,347)

P39

**CHINO BASIN WATERMASTER
TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE PERIOD
APRIL 1, 2020 THROUGH APRIL 30, 2020**

INVESTMENT TRANSACTIONS

Effective Date	Transaction	Depository	Activity	Redeemed	Days to Maturity	Interest Rate(*)	Maturity Yield
4/1/2020	Withdrawal		(1,100,000)				
4/15/2020	Interest		62,456				
TOTAL INVESTMENT TRANSACTIONS			\$ (1,037,544)	\$0			

* The earnings rate for L.A.I.F. is a daily variable rate; 2.03% was the effective yield rate at the Quarter ended March 31, 2020.

**INVESTMENT STATUS
April 30, 2020**

<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	\$ 10,103,335			
TOTAL INVESTMENTS	\$ 10,103,335			

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



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 25, 2020
TO: Board Members
SUBJECT: Budget vs. Actual Report for the Period July 1, 2019 through April 30, 2020 -
Financial Report B5 (April 30, 2020)
(Consent Calendar Item I.B.5.)

SUMMARY

Issue: Record of revenues and expenses of Watermaster for the Period of July 1, 2019 through April 30, 2020.

Recommendation: Receive and file Budget vs. Actual Report for the Period July 1, 2019 through April 30, 2020 as presented.

Financial Impact: Funds disbursed were included in the FY 2019/20 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 25, 2020: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – June 11, 2020: Received and filed
Non-Agricultural Pool – June 11, 2020: Moved unanimously to receive and file, without approval
Agricultural Pool – June 11, 2020: Received and filed
Advisory Committee – June 18, 2020: Received and filed
Watermaster Board – June 25, 2020:

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, 2019 through April 30, 2020 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 2020

Year-To-Date (YTD) for the ten months ending April 30, 2020, all but two categories were at or below the projected budget. The categories over budget were: (1) Watermaster Legal Services expenses (6070's) over budget by \$61,942 or 39.5% as a result of ongoing legal services compared to the Y-T-D budget in the miscellaneous category of (6078) over the last ten months; and (2) Agricultural Pool Legal Services (8467's) over budget by \$49,463 or 19.8% as a result of increased legal activities performed by the Agricultural Pool's attorney during the two months of March 2020 through April 2020. For the majority of the expense categories within the Watermaster budget for FY 2019/20, the individual line-item budgets are divided into 12-monthly amounts and allocated accordingly. As the fiscal year progresses, the categories listed above could level out over time and be within the budget levels.

Watermaster is not submitting a Budget Transfer Form or Budget Amendment Form at the present time. A Budget Transfer reallocates the existing FY 2019/20 approved budget, which does not increase the approved budget amount. A Budget Amendment would reallocate funding from the Reserve Funds, and does increase the overall FY 2019/20 approved budget.

Overall, the Watermaster (YTD) Actual Expenses were \$3,136,771 or 30.5% below the (YTD) Budgeted Expenses of \$10,277,927.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

February 2020:

The First Amendment to Task Order No. 1 Under Master Agreement Regarding the Management of Collaborative Projects (Salinity Management) was unanimously approved by the Advisory Committee on March 19, 2020 and approved unanimously by the Board on March 26, 2020. As reported within the Financial Impact section of the Staff Report, "The total increase for Watermaster costs to complete the project is \$97,925. A budget amendment will be required to cover the \$33,776 for the remainder of the FY 19/20 and the remaining project costs of \$59,076 and \$43,186 for contingency and environmental review will be budgeted for FY 20/21". Watermaster is not submitting a Budget Amendment Form in the amount of \$33,776 at the present time. Over the next few months, as Watermaster gets closer to the June 30, 2020 fiscal year closing, under budget variances within the Engineering Services budget could allow for a Budget Transfer to fund the shortfall amount of \$33,776 instead of a Budget Amendment. A Budget Transfer reallocates the existing FY 2019/20 approved budget, which does not increase the approved budget amount. A Budget Amendment would reallocate funding from the OBMP Reserve Fund, and does increase the overall FY 2019/20 approved budget. The second quarter ECAC report (July 1, 2019 – December 31, 2019) showed an estimated under budget variance at June 30, 2020 of approximately \$60,446 for the Engineering Services. The third quarter ECAC report (July 1, 2019 – March 31, 2020) is scheduled for issuance in early May 2020.

December 2019:

The Budget Amendment Form A-19-12-01 was approved unanimously by the Board on December 19, 2019. For the accounting month of December 2019, Budget Amendment Form A-19-12-01 was recorded

in the amount of \$225,500 under the 2020 OBMP Update - Dodson & Associates expenses (account 6908.1). The additional funding of \$225,500 came from the OBMP Reserve Fund which had an available balance of \$908,044. The new available balance of the OBMP Reserve Fund is now \$682,544 (\$908,044 - \$225,500 = \$682,544). With the addition of the \$225,500 from Budget Amendment Form A-19-12-01, the Approved "Amended" Budget for FY 2019/20 was increased from \$10,954,787.70 to \$11,180,287.70 (which includes the additional "Carry Over" funding of \$2,312,460.70).

August 2019:

There were no Pool, Advisory or Board meetings scheduled for the month of August 2019.

July 2019:

During the month of July 2019, the "Carry Over" funding was calculated. The Total "Carry Over" funding amount of \$2,312,460.70 has been posted to the general ledger accounts. The total amount of \$2,312,460.70 consisted of \$1,634,781.70 from Capital Improvement Projects, \$357,050.00 from OBMP Activities, \$313,129.00 from Engineering Services, and \$7,500.00 from Administration Services. More detailed information is provided regarding this issue under the "Carry Over" Funding section.

The Amended Budget for FY 2019/20 is \$10,924,787.70 which includes \$2,312,460.70 for the prior years "Carry Over" funding. The Original Approved budget for FY 2019/20 of \$8,612,327 was adopted by the Watermaster Board on May 23, 2019 (\$8,612,327 + \$2,312,460.70 = \$10,924,787.70).

SALARIES EXPENSE

CURRENT MONTH – APRIL 2020

As of April 30, 2020, the total (YTD) Watermaster salary expenses were \$21,550 or 1.3% below the (YTD) budgeted amount of \$1,676,342. 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 2019/20 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, 2020. 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 '19 - Apr '20</u> <u>Actual</u>	<u>Jul '19 - Apr '20</u> <u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>FY 2019/20</u> <u>Annual Budget</u>
WM Salary Expense					
6011 · WM Staff Salaries	892,495.09	905,421.00	-12,925.91	98.57%	1,084,836.00
6011.1 · WM Staff Salaries - Overtime	14,495.49	0.00	14,495.49	100.0%	0.00
6011.4 · 457(f) NQDC Plan	27,530.72	32,106.00	-4,575.28	85.75%	38,528.00
6017 · Temporary Services	1,128.64	17,500.00	-16,371.36	6.45%	21,000.00
6201 · Advisory Committee - WM Staff Salaries	19,386.83	22,868.00	-3,481.17	84.78%	27,400.00
6301 · Watermaster Board - WM Staff Salaries	34,307.03	36,522.00	-2,214.97	93.94%	43,759.00
8301 · Appropriative Pool - WM Staff Salaries	37,494.03	33,913.00	3,581.03	110.56%	40,634.00
8401 · Agricultural Pool - WM Staff Salaries	21,421.49	28,784.00	-7,362.51	74.42%	34,488.00
8501 · Non-Agricultural Pool - WM Staff Salaries	16,929.98	19,719.00	-2,789.02	85.86%	23,626.00
6901 · OBMP - WM Staff Salaries	202,507.35	105,462.00	97,045.35	192.02%	126,360.00
7101.1 · Production Monitor - WM Staff Salaries	56,286.21	64,510.00	-8,223.79	87.25%	77,293.00
7102.1 · In-line Meter - WM Staff Salaries	0.00	14,170.00	-14,170.00	0.0%	16,978.00
7103.1 · Grdwater Quality - WM Staff Salaries	43,682.82	48,119.00	-4,436.18	90.78%	57,654.00
7104.1 · Grdwater Level - WM Staff Salaries	63,573.29	49,174.00	14,399.29	129.28%	58,918.00
7107.1 · GrdLevel Monitoring - WM Staff Salaries	711.20	5,066.00	-4,354.80	14.04%	6,072.00
7108.1 · Hydraulic Control - WM Staff Salaries	1,133.01	3,425.00	-2,291.99	33.08%	4,104.00
7108.11 · Prado Basin - WM Staff Salaries	399.02	5,010.00	-4,610.98	7.96%	6,003.00
7201 · Comp Recharge - WM Staff Salaries	50,641.82	51,623.00	-981.18	98.1%	61,853.00
7301 · PE3&5 - WM Staff Salaries	9,723.40	14,367.00	-4,643.60	67.68%	17,214.00
7401 · PE4 - WM Staff Salaries	3,468.05	8,798.00	-5,329.95	39.42%	10,541.00
7501 · PE6&7 - WM Staff Salaries	1,136.84	4,733.00	-3,596.16	24.02%	5,671.00
7501.1 · PE 6&7 - WM Staff Salaries (Plume)	0.00	4,519.00	-4,519.00	0.0%	5,415.00
7601 · PE8&9 - WM Staff Salaries	9,740.04	19,044.00	-9,303.96	51.15%	22,818.00
Subtotal WM Staff Costs	1,508,192.35	1,494,853.00	13,339.35	100.89%	1,791,165.00
60185 · Vacation	71,467.88	68,504.00	2,963.88	104.33%	82,204.00
60186 · Sick Leave	17,372.11	47,077.00	-29,704.89	36.9%	56,493.00
60187 · Holidays	57,759.33	65,908.00	-8,148.67	87.64%	70,615.00
Subtotal WM Paid Leaves	146,599.32	181,489.00	-34,889.68	80.78%	209,312.00
Total WM Salary Costs	1,654,791.67	1,676,342.00	-21,550.33	98.71%	2,000,477.00

PREVIOUSLY REPORTED ACTIONS (Descending Order)

January 2020:

The Administrative Assistant submitted her written resignation on January 10, 2020. For a portion of January, the Administrative Assistant position duties were being filled by a temporary agency employee. During the same time period, Watermaster staff were evaluating and interviewing possible candidates who were being submitted for evaluation by multiple temporary agencies.

During the same time frame, Anna Nelson, the Watermaster Executive Services Director, reached out to several water agencies in the local area to see if they had any recommendations or suggestions on possible candidates for the open position. From this outreach, a candidate did contact Watermaster and was interviewed for the open position. On January 24, 2020, a conditional offer of employment was issued with the final screening process being successful completion of a background investigation, passing a drug test, and passing a pre-employment physical. The new employee started employment with Watermaster on February 10, 2020.

LEGAL SERVICES
BROWNSTEIN HYATT FARBER SCHRECK EXPENSES

CURRENT MONTH – APRIL 2020

As of April 30, 2020, 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 \$69,284 or 8.5% below the (YTD) budgeted amount of \$814,324.

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 2019/20. 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 \$958,953.

WATERMASTER ADMINISTRATIVE LEGAL SERVICES:

Overall, the Watermaster Administrative Legal Services expense (6070's) as of April 30, 2020, was \$61,942 or 26.6% above the budgeted amount of \$232,937. The specific items within the Administrative Legal Services expenses (6070's) which were over budget were the Miscellaneous (6078) which were over budget by \$176,996 or 222.3%; and the Ely Basin Investigation (6078.25) which were over budget by \$2,192 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 Court Coordination expenses (6072) under budget by \$24,265 or 76.0%; Rules and Regulations (6072) under budget by \$363 or 4.0%; Personnel Matters (6073) under budget by \$520 or 5.2%; Interagency Issues (6074) under budget by \$29,700 or 100.0%; Party Status Maintenance expenses (6077) under budget by \$7,787 or 49.8%; and Assessment Packages-Updates (6078.13) under budget by \$54,611 or 95.6%.

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, 2020 was \$70,046 or 43.8% 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. For the month of August 2019, no Watermaster meetings were held. The legal services budget was developed with the assumption of having eleven months of meetings, intentionally excluding the month of December 2019. For December 2019, meetings were conducted during the month.

OBMP LEGAL SERVICES:

The OBMP legal expenses (accounts 6907.31 through 6907.90) were below the budget for the month. As of April 30, 2020, the category of OBMP legal expenses were \$61,181 or 14.5% below the budgeted amount of \$421,524. The majority of expenses within this OBMP category were under budget (YTD), however, the Santa Ana River Water Rights expenses (6907.34) were over budget by \$1,894 or 14.0%; the OBMP Update expenses (6907.45) were over budget by \$151,020 or 167.5%; the Upper SAR Integrated Model expenses (6907.46) were over budget by \$178 or 100%; and the 2020 Safe Yield Reset expenses (6907.47) were over budget by \$61 or .07%.

The table listed below summarizes the Brownstein Hyatt Farber Schreck (BHFS) expenses as of April 30, 2020 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 '19 - Apr '20 Actual	Jul '19 - Apr '20 Budget	\$ Over Budget	% of Budget	FY 2019/20 Annual Budget
00 - Watermaster Legal Services					
6071 · BHFS Legal - Court Coordination	7,650.90	31,916.00	-24,265.10	23.97%	38,300.00
6072 · BHFS Legal - Rules & Regulations	8,658.12	9,021.00	-362.88	95.98%	10,825.00
6073 · BHFS Legal - Personnel Matters	9,380.25	9,900.00	-519.75	94.75%	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	7,837.65	15,625.00	-7,787.35	50.16%	18,750.00
6078 · BHFS Legal - Miscellaneous (Note 1)	256,620.71	79,625.00	176,995.71	322.29%	95,550.00
6078.13 · BHFS - Assessment Packages-Updates	2,539.35	57,150.00	-54,610.65	4.44%	57,150.00
6078.25 · BHFS - Ely # Basin Investigation	2,192.40	0.00	2,192.40	100.0%	0.00
al 6070 · Watermaster Legal Services	294,879.38	232,937.00	61,942.38	126.59%	266,115.00
6275 · BHFS Legal - Advisory Committee	8,967.86	17,820.00	-8,852.14	50.33%	21,780.00
6375 · BHFS Legal - Board Meeting	40,632.68	63,180.00	-22,547.32	64.31%	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	13,555.59	22,275.00	-8,719.41	60.86%	27,225.00
8475 · BHFS Legal - Agricultural Pool	13,355.42	22,275.00	-8,919.58	59.96%	27,225.00
8575 · BHFS Legal - Non-Ag Pool	13,305.90	22,275.00	-8,969.10	59.74%	27,225.00
al BHFS Legal Services	89,817.45	159,863.00	-70,045.55	56.18%	192,713.00
17.3 · WM Legal Counsel					
6907.31 · Archibald South Plume	0.00	10,937.00	-10,937.00	0.0%	13,125.00
6907.32 · Chino Airport Plume	0.00	10,937.00	-10,937.00	0.0%	13,125.00
6907.33 · Desalter/Hydraulic Control	89.10	19,687.00	-19,597.90	0.45%	23,625.00
6907.34 · Santa Ana River Water Rights	15,456.60	13,563.00	1,893.60	113.96%	16,275.00
6907.36 · Santa Ana River Habitat	3,048.30	39,458.00	-36,409.70	7.73%	47,350.00
6907.38 · Reg. Water Quality Cntrl Board	712.80	22,958.00	-22,245.20	3.11%	27,550.00
6907.39 · Recharge Master Plan	5,749.68	18,084.00	-12,334.32	31.79%	21,700.00
6907.40 · Storage Agreements	0.00	27,834.00	-27,834.00	0.0%	33,400.00
6907.41 · Prado Basin Habitat Sustainability	2,670.75	13,542.00	-10,871.25	19.72%	16,250.00
6907.42 · Safe Yield Recalculation	0.00	0.00	0.00	0.0%	0.00
6907.44 · SGMA Compliance	1,024.65	9,042.00	-8,017.35	11.33%	10,850.00
6907.45 · OBMP Update	241,186.31	90,166.00	151,020.31	267.49%	108,200.00
6907.46 · Upper SAR Integrated Model	178.20	0.00	178.20	100.0%	0.00
6907.47 · 2020 Safe Yield Reset	90,226.98	90,166.00	60.98	100.07%	108,200.00
6907.48 · Ely Basin Investigation	0.00	28,525.00	-28,525.00	0.0%	28,525.00
6907.90 · WM Legal Counsel - Unanticipated	0.00	26,625.00	-26,625.00	0.0%	31,950.00
al 6907 · WM Legal Counsel	360,343.37	421,524.00	-61,180.63	85.49%	500,125.00
al Brownstein, Hyatt, Farber, Schreck Costs	745,040.20	814,324.00	-69,283.80	91.49%	958,953.00

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) MMWD 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) Right of Entry Agreements for various locations; (21) Assessment Packages-Updates and Review; and (22) Miscellaneous legal research on current and pending issues.

PREVIOUSLY REPORTED ACTIONS (Descending Order)
None

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 ENGINEERING SERVICES AND LEGAL COSTS
CURRENT MONTH – APRIL 2020

Reviewing in total the OBMP Engineering Services and Legal Costs (consolidating the five categories of OBMP Watermaster Staff and SAWPA, OBMP Engineering Services, OBMP Legal Costs, OBMP Update Costs, and OBMP Other Expenses) for the ten months ending April 30, 2020, the actual expenses of \$1,935,963 were below the budgeted amount of \$1,936,109 by \$146 or 0.008%. For a detailed discussion, the following is provided.

For April 30, 2020, the accounts 6901-6903 (Optimum Basin Mgmt. Program) section was above the Year-To-Date (YTD) budget by \$85,685 or 65.0%. 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 more time on specific OBMP related areas as budgeted. As a result, Watermaster staff allocated more actual time to the OBMP project as budgeted, which resulted in an over-budget variance of \$97,045 or 92.0%. The remaining expense was the Santa Ana Watershed Project Authority (SAWPA) FY 2019/20 Basin Monitoring Program Task Force Contribution which was budgeted at \$26,392 and actual expenses were \$11,360 or 43.1% below budget as of April 30, 2020.

For April 30, 2020, the accounts 6906 (Optimum Basin Mgmt. Program Engineering Services) section was above the Year-To-Date (YTD) budget by \$55,310 or 4.8%. 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 \$82,336 or 22.0%; and the OBMP-Safe Yield Recalculation expenses (6906.73) which were over budget by \$139,150 or 56.4%.

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 \$153,153 while some other line item activities were below the budget by \$214,334. Above the budget line item were the Santa Ana River Water Rights expenses of \$1,894; the OBMP Update expenses of \$151,020; the Upper SAR Integrated Model expenses of \$178; and the 2020 Safe Yield Reset expenses (6907.47) of \$61. 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 \$10,937; the Desalter/Hydraulic Control of \$19,598; Santa Ana River Habitat of \$36,410; the Regional Water Quality Control Board of \$22,245; the Recharge Master Plan expenses of \$12,334; Storage Agreements of \$27,834; the Prado Basin Habitat Sustainability of \$10,871; SGMA Compliance of \$8,018; the Ely Basin Investigation expenses of \$28,525; and the WM Unanticipated legal expenses of \$26,625. For the ten months ended April 30, 2020, the overall cumulative (YTD) budget was \$421,524 and the actual (BHFS) legal expenses totaled \$360,343 which resulted in an under-budget variance of \$61,181 or 14.5%.

The OBMP Update Costs (6908.1) were below the budget for the month. These expenses relate to the OBMP Update costs for the contract between Tom Dodson and Associates and CBWM to procure environmental review services for the 2020 OBMP Update. This budget was funded through Budget Amendment A-19-12-01 in the amount of \$225,500. Budget Amendment A-19-12-01 was adopted by the Board on December 19, 2019. As of April 30, 2020, this category of expenses was \$76,132 or 33.8% below the budgeted amount of \$225,500.

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, 2020, this category of expenses was \$3,828 or 46.4% below the budgeted amount of \$8,250.

Overall, the Optimum Basin Management Program (OBMP) category was \$1,935,963 compared to a (YTD) budget of \$1,936,109 for an under budget of \$145 or 0.008% as of April 30, 2020.

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The table listed below summarizes the Optimum Basin Management Program (OBMP) expenses as of April 30, 2020 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 '19 - Apr '20 Actual	Jul '19 - Apr '20 Budget	\$ Over Budget	% of Budget	FY 2019/20 Annual Budget
6900 · Optimum Basin Mgmt Plan					
6901 · WM Staff Salaries	202,507.35	105,462.00	97,045.35	192.02%	126,360.00
6903 · OBMP SAWPA Group	15,032.00	26,392.00	-11,360.00	56.96%	26,392.00
Total 6901-6903 · OBMP WM Staff/SAWPA	217,539.35	131,854.00	85,685.35	164.99%	152,752.00
6906 · OBMP Engineering Services					
6906.1 · OBMP - Watermaster Model Update	1,541.70	4,280.00	-2,738.30	36.02%	4,280.00
6906.15 · Integrated Model Mtgs. - IEUA Costs	5,841.10	17,400.00	-11,558.90	33.57%	20,880.00
6906.17 · Planning Study Analysis	5,934.50	9,855.00	-3,920.50	60.22%	11,826.00
6906.18 · Prado Dam FS/EIS/EIR-50% IEUA	0.00	15,466.00	-15,466.00	0.0%	18,560.00
6906.21 · State of the Basin Report	0.00	0.00	0.00	0.0%	0.00
6906.22 · Water Rights Compliance Reporting	11,386.55	17,220.00	-5,833.45	66.12%	20,664.00
6906.23 · SGMA Reporting Requirements	7,721.10	11,325.00	-3,603.90	68.18%	13,590.00
6906.24 · Compliance - SB88 and SWRCB	3,752.30	7,036.00	-3,283.70	53.33%	8,444.00
6906.26 · 2019 OBMP Update	456,416.42	374,080.00	82,336.42	122.01%	388,896.00
6906.27 · HCP Meetings/Tech. Review-IEUA Cost	0.00	12,608.00	-12,608.00	0.0%	15,130.00
6906.28 · Agriculture Prod. & Estimation	1,730.10	19,350.00	-17,619.90	8.94%	23,220.00
6906.31 · OBMP - Pool, Advisory, Board Mtgs.	72,887.72	86,145.00	-13,257.28	84.61%	103,374.00
6906.32 · OBMP - Other General Meetings	69,283.65	70,711.00	-1,427.35	97.98%	84,853.00
6906.71 · OBMP - Data Requests - CBWM Staff	104,233.95	105,804.00	-1,570.05	98.52%	126,964.00
6906.72 · OBMP - Data Requests - Non CBWM	27,183.34	42,484.00	-15,300.66	63.99%	50,980.00
6906.73 · OBMP - Safe Yield Recalculation	385,655.66	246,506.00	139,149.66	156.45%	276,608.00
6906.74 · OBMP - Mat'l Phy. Injury Requests	11,328.60	62,481.00	-51,152.40	18.13%	74,977.00
6906.81 · Prepare Annual Reports	10,220.20	15,416.00	-5,195.80	66.3%	15,416.00
6906 · OBMP Engineering Services - Other	29,173.98	30,814.00	-1,640.02	94.68%	36,976.00
Total 6906 · OBMP Engineering Services	1,204,290.87	1,148,981.00	55,309.87	104.81%	1,295,638.00
6907 · OBMP Legal Fees					
6907.3 · WM Legal Counsel					
6907.31 · Archibald South Plume	0.00	10,937.00	-10,937.00	0.0%	13,125.00
6907.32 · Chino Airport Plume	0.00	10,937.00	-10,937.00	0.0%	13,125.00
6907.33 · Desalter/Hydraulic Control	89.10	19,687.00	-19,597.90	0.45%	23,625.00
6907.34 · Santa Ana River Water Rights	15,456.60	13,563.00	1,893.60	113.96%	16,275.00
6907.36 · Santa Ana River Habitat	3,048.30	39,458.00	-36,409.70	7.73%	47,350.00
6907.38 · Reg. Water Quality Cntrl Board	712.80	22,958.00	-22,245.20	3.11%	27,550.00
6907.39 · Recharge Master Plan	5,749.68	18,084.00	-12,334.32	31.79%	21,700.00
6907.40 · Storage Agreements	0.00	27,834.00	-27,834.00	0.0%	33,400.00
6907.41 · Prado Basin Habitat Sustainability	2,670.75	13,542.00	-10,871.25	19.72%	16,250.00
6907.42 · Safe Yield Recalculation	0.00	0.00	0.00	0.0%	0.00
6907.44 · SGMA Compliance	1,024.65	9,042.00	-8,017.35	11.33%	10,850.00
6907.45 · OBMP Update	241,186.31	90,166.00	151,020.31	267.49%	108,200.00
6907.46 · Upper SAR Integrated Model	178.20	0.00	178.20	100.0%	0.00
6907.47 · 2020 Safe Yield Reset	90,226.98	90,166.00	60.98	100.07%	108,200.00
6907.48 · Ely Basin Investigation	0.00	28,525.00	-28,525.00	0.0%	28,525.00
6907.90 · WM Legal Counsel - Unanticipated	0.00	26,625.00	-26,625.00	0.0%	31,950.00
Total 6907 · WM Legal Counsel	360,343.37	421,524.00	-61,180.63	85.49%	500,125.00
Total 6907 · OBMP Legal Fees	360,343.37	421,524.00	-61,180.63	85.49%	500,125.00
6908 · OBMP Updates					
6908.1 · 2020 OBMP Update-Dodson & Assoc.	149,367.85	225,500.00	-76,132.15	66.24%	225,500.00
Total 6908 · OBMP Updates	149,367.85	225,500.00	-76,132.15	66.24%	225,500.00
6909 · OBMP Other Expenses					
6909.1 · OBMP Meetings	3,185.93	1,250.00	1,935.93	254.87%	1,500.00
6909.3 · Other OBMP Expenses	1,236.00	2,000.00	-764.00	61.8%	2,000.00
6909.6 · OBMP Expenses - Miscellaneous	0.00	5,000.00	-5,000.00	0.0%	5,000.00
6909 · OBMP Other Expenses - Other	0.00	0.00	0.00	0.0%	0.00
Total 6909 · OBMP Other Expenses	4,421.93	8,250.00	-3,828.07	53.6%	8,500.00
Total 6900 · Optimum Basin Mgmt Plan	1,935,963.37	1,936,109.00	-145.63	99.99%	2,182,515.00

PREVIOUSLY REPORTED ACTIONS (Descending Order)
None

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

CURRENT MONTH – APRIL 2020

As of April 30, 2020, the total (YTD) Engineering Services expenses were \$326,788 or 12.9% below the (YTD) budget amount of \$2,543,089. The OBMP Implementation Projects (consolidated accounts 7100's – 7700's) were all under budget of as of April 30, 2020, except for the Hydraulic Control-Laboratory Services expenses (7108.4) which were over budget by \$10,286 or 142.9%; the PE4-Engineering expenses (7402) which were over budget by \$7,026 or 7.0%; the PE6&7-Engineering expenses (7502) which were over budget by \$10,796 or 14.0%; and the PE6&7-SAWBMP Task Force-50% IEUA expenses (7511) which were over budget by \$7,884 or 53.2%.

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

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, 2020. 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 '19 - Apr '20 Actual	Jul '19 - Apr '20 Budget	\$ Over Budget	% of Budget	FY 2019/20 Annual Budget
6906 · OBMP Engineering Services - Other	29,173.98	30,814.00	-1,640.02	94.68%	36,976.00
6906.1 · OBMP - Watermaster Model Update	1,541.70	4,280.00	-2,738.30	36.02%	4,280.00
6906.15 · Integrated Model Mtgs-IEUA Cost	5,841.10	17,400.00	-11,558.90	33.57%	20,880.00
6906.17 · Planning Study Analysis	5,934.50	9,855.00	-3,920.50	60.22%	11,826.00
6906.18 · Prado Dam FS/EIS/EIR-50% IEUA	0.00	15,466.00	-15,466.00	0.0%	18,560.00
6906.21 · State of the Basin Report	0.00	0.00	0.00	0.0%	0.00
6906.22 · Water Rights Compliance Reporting	11,386.55	17,220.00	-5,833.45	66.12%	20,664.00
6906.23 · SGMA Reporting Requirements	7,721.10	11,325.00	-3,603.90	68.18%	13,590.00
6906.24 · Compliance - SB88 and SWRCB	3,752.30	7,036.00	-3,283.70	53.33%	8,444.00
6906.26 · 2019 OBMP Update	456,416.42	374,080.00	82,336.42	122.01%	388,896.00
6906.27 · HCP Meetings/Technical Review-IEUA Cos	0.00	12,608.00	-12,608.00	0.0%	15,130.00
6906.28 · Agriculture Prod. & Estimation	1,730.10	19,350.00	-17,619.90	8.94%	23,220.00
6906.31 · OBMP - Pool, Advisory, Board Mtgs.	72,887.72	86,145.00	-13,257.28	84.61%	103,374.00
6906.32 · OBMP - Other General Meetings	69,283.65	70,711.00	-1,427.35	97.98%	84,853.00
6906.71 · OBMP - Data Requests - CBWM Staff	104,233.95	105,804.00	-1,570.05	98.52%	126,964.00
6906.72 · OBMP - Data Requests - Non CBWM	27,183.34	42,484.00	-15,300.66	63.99%	50,980.00
6906.73 · OBMP - Safe Yield Recalculation	385,655.66	246,506.00	139,149.66	156.45%	276,608.00
6906.74 · OBMP - Mat'l Physical Injury Requests	11,328.60	62,481.00	-51,152.40	18.13%	74,977.00
6906.76 · County Extraction Well-Modeling	0.00	0.00	0.00	0.0%	0.00
6906.81 · Prepare Annual Reports	10,220.20	15,416.00	-5,195.80	66.3%	15,416.00
6906.90 · OBMP - 2018 RMPU Master Update	0.00	0.00	0.00	0.0%	0.00
7103.3 · Grdwtr Qual-Engineering	173,788.41	181,617.00	-7,828.59	95.69%	217,941.00
7103.5 · Grdwtr Qual-Lab Svcs	60,876.00	66,545.00	-5,669.00	91.48%	69,045.00
7104.3 · Grdwtr Level-Engineering	105,665.16	163,224.00	-57,558.84	64.74%	195,869.00
7104.8 · Grdwtr Level-Contracted Services	0.00	8,334.00	-8,334.00	0.0%	10,000.00
7104.9 · Grdwtr Level-Capital Equipment	4,540.19	6,666.00	-2,125.81	68.11%	8,000.00
7107.2 · Grd Level-Engineering	34,877.84	89,073.00	-54,195.16	39.16%	101,021.00
7107.3 · Grd Level-SAR Imagery	12,000.00	85,000.00	-73,000.00	14.12%	85,000.00
7107.6 · Grd Level-Contract Svcs	91,002.38	107,442.00	-16,439.62	84.7%	126,950.00
7107.8 · Grd Level-Capital Equipment	0.00	10,870.00	-10,870.00	0.0%	13,044.00
7108.31 · Hydraulic Control-PBHSP	55,091.47	61,722.00	-6,630.53	89.26%	74,066.00
7108.4 · Hydraulic Control-Lab Svcs	17,484.00	7,198.00	10,286.00	242.9%	8,638.00
7108.41 · Hydraulic Control-PBHSP	2,312.00	12,522.00	-10,210.00	18.46%	15,026.00
7108.6 · Hydraulic Control-Outside Professionals	24,153.00	28,000.00	-3,847.00	86.26%	28,000.00
7109.3 · Recharge & Well - Engineering	23,196.80	23,250.00	-53.20	0.0%	25,260.00
7202.2 · Comp Recharge-Engineering Services	11,480.71	39,674.00	-28,193.29	28.94%	47,608.00
7303 · PE3&5-Engineering - Other	7,095.40	8,466.00	-1,370.60	83.81%	10,160.00
7402 · PE4-Engineering	107,556.18	100,530.00	7,026.18	106.99%	111,036.00
7402.10 · PE4-MZ1 Pomona Project	134,247.41	204,261.00	-70,013.59	65.72%	204,261.00
7403 · PE4-Contract Svcs	0.00	0.00	0.00	0.0%	0.00
7502 · PE6&7-Engineering	88,062.00	77,266.00	10,796.00	113.97%	92,720.00
7510 · PE6&7-IEUA Salinity Mgmt. Plan	35,871.65	77,136.00	-41,264.35	46.5%	77,136.00
7511 · PE6&7-SAWBMP Task Force-50% IEUA	22,709.76	14,826.00	7,883.76	153.18%	17,792.00
7512 · PE6&7-Recomputation WQ-50% IEUA	0.00	20,486.00	-20,486.00	0.0%	24,584.00
7602 · PE8&9-Engineering	0.00	0.00	0.00	0.0%	0.00
Total Engineering Services Costs	2,216,301.23	2,543,089.00	-326,787.77	87.15%	2,858,795.00 *

* Wildermuth and Subcontractor Engineering Budget of \$2,545,666 plus Carryover Funds from FY 2018/19 of \$313,129
Carryover Funds from FY 2018/19 of \$313,129 = \$29,332 (7107.2); \$9,900 (7107.6); \$196,761 (7402.10); and \$77,136 (7510)

PREVIOUSLY REPORTED ACTIONS (Descending Order)

March 2020:

The First Amendment to Task Order No. 1 Under Master Agreement Regarding the Management of Collaborative Projects (Salinity Management) was unanimously approved by the Advisory Committee on March 19, 2020 and approved unanimously by the Board on March 26, 2020. As reported within the

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Financial Impact section of the Staff Report, "The total increase for Watermaster costs to complete the project is \$97,925. A budget amendment will be required to cover the \$33,776 for the remainder of the FY 19/20 and the remaining project costs of \$59,076 and \$43,186 for contingency and environmental review will be budgeted for FY 20/21". Watermaster is not submitting a Budget Amendment Form in the amount of \$33,776 at the present time. Over the next few months, as Watermaster gets closer to the June 30, 2020 fiscal year closing, under budget variances within the Engineering Services budget could allow for a Budget Transfer to fund the shortfall amount of \$33,776 instead of a Budget Amendment. A Budget Transfer reallocates the existing FY 2019/20 approved budget, which does not increase the approved budget amount. A Budget Amendment would reallocate funding from the OBMP Reserve Fund, and does increase the overall FY 2019/20 approved budget.

The Fiscal Year 2020/21 Progress and Estimated Cost at Completion for the Period July 1, 2019 through March 31, 2020 report from Wildermuth Environmental, Inc. is provided. Please access this link:

<https://cbwm.syncedtool.com/shares/file/3ccfdc76efa4d6/?modal=1>

The third quarter ECAC report (for the months July 2019 - March 31, 2020) is listed below:

Attachment 1a
Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2019/20
As of March 31, 2020

Acct #	Description	Original Budget	Revised Budget	Billed Jul-19	Billed Aug-19	Billed Sep-19	Billed Oct-19	Billed Nov-19	Billed Dec-19	Billed Jan-20
6600	OBMP Engineering	\$ 575,564	\$ 575,564	\$ 31,137	\$ 27,491	\$ 31,293	\$ 30,852	\$ 30,382	\$ 35,211	\$ 57,681
6606.20	2020 OBMP Update	338,898	338,898	97,717	78,504	36,898	55,890	74,223	52,604	39,535
6606.73	2021 Safe Yield Recalculation	276,668	276,668	63,973	53,420	46,271	29,961	30,125	32,111	40,725
6606.10	IEUA - Integrated Model Meetings and Technical	20,880	20,880	9,514	-	813	-	-	-	-
6607.10	IEUA - CBP Evaluation and Conceptual Design S	-	-	5,789	1,943	11,642	17,479	1,500	3,017	1,285
6606.27	IEUA - HCP Meetings and Technical Review	15,130	15,130	-	-	-	-	-	-	-
6606.18	OCWD and Army Corps of Engineers Prado Dam	18,563	18,563	-	-	-	-	-	-	-
7103.3	GW and SW Quality - Engineering Services	217,841	217,841	19,822	37,873	17,293	17,804	11,204	9,268	20,064
7103.5	GW and SW Quality - Laboratory Services	62,709	62,709	4,532	28,015	28,518	15,794	-	7,810	332
7104.3	GW Level - Engineering Services	185,889	185,889	12,723	4,465	18,462	13,304	10,523	11,799	11,443
7104.9	GW Level - Contract Services	10,000	10,000	38	-	-	-	-	-	-
7104.9	GW Level - Capital Services	8,000	8,000	(7)	-	-	1,029	-	-	-
7107.2	Ground Level - Engineering Services	69,937	69,289	11,421	4,089	2,091	2,790	1,950	2,813	1,594
7107.30	Ground Level - SAR Imagery	86,742	86,762	12,000	-	-	-	-	-	-
7107.6	Ground Level - Contract Services	117,050	128,990	5,175	-	-	-	-	-	-
7107.9	Ground Level - Capital Equipment	13,044	13,044	520	132	60	-	83	85	193
7108.31	IEUA - Prado Basin Habitat Monitoring	74,068	74,068	1,330	1,492	655	1,704	3,080	9,232	21,097
7109.8	IEUA - PBHSP - Outside Pro	23,000	23,000	40,300	-	4,183	-	-	-	-
7109.9	Recharge & Well Monitoring - Engineering Serv.	25,280	25,280	-	3,010	-	-	5,830	-	-
7202.2	Comp Recharge - Engineering Services	47,803	47,803	1,182	326	1,268	1,634	1,839	294	1,011
7200	GRCC & IEUA - SR68 Specification to Ensure Co	-	-	-	-	7,440	99	30	-	59
7333	OBMP - Engineering Services - Desalters	10,180	10,180	-	-	-	-	-	-	-
7402	OBMP - Engineering Services - MZ1	111,039	111,039	20,871	39,692	18,924	3,011	1,206	2,170	3,342
7402.1	OBMP - Engineering Services - Northwest MZ1	7,500	204,281	6,111	15,243	19,247	7,870	17,395	21,501	13,024
7502	OBMP - Engineering Services - WOC	82,730	82,730	-	12,291	33,466	5,866	-	-	-
7510	IEUA - Update Recycled Water Permit - Salinity	-	77,138	3,595	601	4,320	12,934	533	3,875	771
7511	IEUA - As requested services to support Waterma	17,792	17,792	-	1,692	1,179	8,192	8,117	659	4,131
7512	IEUA - Triennial Recombputation of Ambient Water	24,584	24,584	-	-	-	-	-	-	-
Totals		\$ 2,545,668	\$ 2,858,795	\$ 337,571	\$ 369,680	\$ 280,961	\$ 226,338	\$ 280,055	\$ 196,677	\$ 294,596

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2019-20CBWM_Invoice_Summary_ISBM_20200408-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 2019/20
As of March 31, 2020

Acct #	Description	Billed Feb-20	Billed Mar-20	Projected Apr-20	Projected May-20	Projected Jun-20	Total Projected	Less IEUA and GRCC Portion of Cost Share			
								Total Projected	Under / (Over) Rev. Budget	YTD % Billed Rev. Budget	Projected % Rev. Budget
8908	OBMP Engineering	\$ 37,771	\$ 37,000	\$ 30,721	\$ 49,061	\$ 49,591	\$ 458,071	\$ 458,321	\$ 110,400	57%	75%
8908.20	2020 OBMP Update	11,200	11,948	800	13,750	8,750	480,000	480,000	(91,115)	117%	123%
8908.73	2021 Safe Yield Recalculation	39,607	-	67,288	68,000	-	430,790	430,790	(150,101)	110%	108%
8605.1E	IEUA - Integrated Model Meetings and Technical	1,865	-	2,000	2,000	2,000	17,052	3,541	12,039	20%	42%
8607.10	IEUA - CBP Evaluation and Conceptual Design St	9,835	31,024	20,442	30,442	30,442	207,155	-	-	n/a	n/a
8608.27	IEUA - HCP Meetings and Technical Review	-	-	3,302	3,302	3,302	10,080	6,040	30,037	0%	33%
8608.18	OCWD and Army Corps of Engineers Phase Darr	-	-	-	-	-	-	-	13,560	0%	0%
7103.9	GW and SW Quality - Engineering Services	13,447	13,543	14,760	11,206	18,000	203,479	200,470	14,645	73%	93%
7103.5	GW and SW Quality - Laboratory Services	-	-	2,700	-	1,500	86,589	86,589	7,120	57%	92%
7104.3	GW Level - Engineering Services	8,853	10,574	11,764	10,798	25,028	151,743	151,743	44,125	50%	77%
7104.8	GW Level - Contract Services	-	10	-	-	7,000	7,067	7,067	2,043	1%	71%
7104.9	GW Level - Capital Services	-	-	-	18,000	-	17,013	17,013	(9,013)	13%	213%
7107.2	Ground Level - Engineering Services	6,715	2,407	8,305	7,973	31,072	85,467	85,467	23,752	39%	96%
7107.3	Ground Level - SAR Imagery	-	-	74,752	-	-	80,752	80,752	-	14%	100%
7107.0	Ground Level - Contract Services	-	-	100,000	17,000	4,725	120,000	120,250	-	4%	103%
7107.9	Ground Level - Capital Equipment	84	150	1,000	1,000	600	3,898	3,898	9,156	10%	30%
7109.31	IEUA - Prado Basin Habitat Monitoring	10,075	10,407	49,450	20,990	12,950	192,095	76,540	(2,077)	87%	102%
7109.0	IEUA - PBI/SP - Outside Pro	-	-	-	-	-	44,153	22,077	5,024	150%	70%
7109.3	Recharge & Well Monitoring - Engineering Serv	5,312	4,997	5,500	4,000	-	27,540	27,540	(2,088)	71%	108%
7202.2	Comp Recharge - Engineering Services	2,371	1,870	900	2,300	600	14,030	14,030	32,070	23%	31%
7206.1	GRCC & IEUA - SB98 Specification to Ensure Co	1,422	3,824	7,600	21,800	95,945	198,570	-	-	n/a	n/a
7353	OBMP - Engineering Services - Desalters	1,202	4,082	1,000	1,400	1,500	10,155	10,155	6	82%	100%
7402	OBMP - Engineering Services - MZ1	2,288	5,010	2,100	5,815	7,100	110,510	110,510	(5,474)	94%	108%
7402.1	OBMP - Engineering Services - Northwest MZ1	3,703	21,840	17,000	21,000	40,845	202,907	202,907	1,204	61%	99%
7502	OBMP - Engineering Services - WQC	2,443	21,522	7,832	2,500	1,000	92,589	92,589	152	87%	100%
7510	IEUA - Update Recycled Water Permit - Salinity	21,608	14,008	27,724	65,000	124,510	270,073	110,013	(33,775)	31%	144%
7511	As requested services to support Watermaster an	865	1,116	2,500	2,500	1,453	28,355	28,355	(10,583)	123%	150%
7512	IEUA - Triennial Recalculation of Ambient Water	-	-	-	-	-	-	-	24,554	0%	0%
Totals		\$ 189,608	\$ 202,825	\$ 467,378	\$ 384,237	\$ 476,523	\$ 3,475,638	\$ 2,858,650	\$ 145	75%	100%

Note: Billed invoices MAH Laboratory Invoices paid directly by Watermaster

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2019-20CBWM_Invoice_Summary_ISEM_20200406-Projection Summary



December 2019:

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, 2019 and shows a projected under budget at fiscal year-end June 30, 2020 of \$60,446.

The second quarter ECAC report (for the months July 2019 – December 2019) is listed below:

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

Acct #	Description	Original Budget	Revised Budget	Billed Jul-19	Billed Aug-19	Billed Sep-19	Billed Oct-19	Billed Nov-19	Billed Dec-19	Projected Jan-20
6906	OBMP Engineering	\$ 575,564	\$ 575,564	\$ 31,137	\$ 27,491	\$ 31,283	\$ 30,883	\$ 36,362	\$ 35,211	\$ 63,383
6906.26	2020 OBMP Update	368,896	368,896	97,717	79,904	36,998	58,850	74,228	52,604	20,000
6906.73	2021 Sale Yield Recalculation	276,666	276,666	53,973	53,420	40,271	29,861	30,125	32,111	40,000
6906.15	IEUA - Integrated Model Meetings and Technical	20,880	20,880	9,514	-	813	-	-	-	2,000
6907.16	IEUA - CBP Evaluation and Conceptual Design S	-	-	5,789	1,943	11,842	17,476	1,599	8,817	30,000
6906.27	IEUA - HCP Meetings and Technical Review	15,130	15,130	-	-	-	-	-	-	-
6906.18	OCWD and Army Corps of Engineers Prado Dam	18,560	18,560	-	-	-	-	-	-	9,260
7103.3	GW and SW Quality - Engineering Services	217,941	217,941	19,922	37,873	17,263	17,604	11,204	6,566	27,600
7103.5	GW and SW Quality - Laboratory Services	92,709	92,709	4,532	28,815	26,516	15,784	-	7,810	1,834
7104.3	GW Level - Engineering Services	195,869	195,869	12,723	4,405	16,462	13,364	10,523	11,799	14,240
7104.6	GW Level - Contract Services	10,000	10,000	38	-	-	-	-	-	-
7104.9	GW Level - Capital Services	8,000	8,000	(7)	-	-	1,020	-	-	-
7107.2	Ground Level - Engineering Services	99,937	99,269	11,421	4,069	2,091	2,790	1,956	2,613	9,676
7107.30	Ground Level - SAR Imagery	86,752	86,752	12,000	-	-	-	-	-	18,752
7107.6	Ground Level - Contract Services	117,050	126,950	5,175	-	-	-	-	-	7,000
7107.6	Ground Level - Capital Equipment	13,044	13,844	520	132	69	-	83	85	150
7103.31	IEUA - Prado Basin Habitat Monitoring	74,066	74,066	1,380	1,402	635	1,704	2,090	9,252	32,990
7108.6	IEUA - PBHSP - Outside Pro	26,000	26,000	40,000	-	-	-	-	-	-
7109.3	Recharge & Well Monitoring - Engineering Serv.	25,260	25,260	-	3,010	-	-	5,030	-	-
7202.2	Comp Recharge - Engineering Services	47,608	47,608	1,162	386	1,268	1,624	1,036	294	4,679
7205	GRCC & IEUA - SB88 Specification to Ensure Co	-	-	-	-	7,448	95	80	-	21,800
7303	OBMP - Engineering Services - Desalters	10,160	10,160	-	-	-	-	-	-	847
7402	OBMP - Engineering Services - MZ1	111,036	111,036	20,871	39,892	19,924	3,011	1,265	2,170	1,716
7402.1	OBMP - Engineering Services - Northwest MZ1	7,500	204,281	8,111	15,243	19,947	7,879	17,895	21,801	15,800
7502	OBMP - Engineering Services - WQC	92,720	92,720	-	12,381	38,465	5,565	-	-	-
7510	IEUA - Update Recycled Water Permit - Salinity	-	77,136	3,595	601	4,320	12,834	533	3,978	34,500
7511	IEUA - As requested services to support Waterma	17,792	17,792	-	1,562	1,173	5,182	6,117	688	3,500
7512	IEUA - Triennial Recomputation of Ambient Wate	24,584	24,584	-	-	-	-	-	-	-
Total		\$ 2,545,666	\$ 2,658,795	\$ 337,571	\$ 309,660	\$ 276,808	\$ 226,338	\$ 200,055	\$ 196,677	\$ 359,756

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2019-20CBWM_Invoice_Summary_ISBM_20200106--Projection Summary



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

Acct #	Description	Projected Feb-20	Projected Mar-20	Projected Apr-20	Projected May-20	Projected Jun-20	Total Projected	Less IEUA and GRCC Portion of Cost Share			
								Total Projected	Under / Over Rev. Budget	YTD % Billed Rev Budget	Projected % Rev Budget
6906	OBMP Engineering	\$ 46,747	\$ 56,547	\$ 55,857	\$ 52,357	\$ 40,746	\$ 511,032	\$ 511,032	\$ 64,532	33%	89%
6906.26	2020 OBMP Update	20,000	20,000	2,000	2,000	2,000	465,301	466,301	(77,405)	103%	120%
6906.73	2021 Sale Yield Recalculation	20,000	12,000	-	-	-	311,781	311,781	(35,153)	87%	113%
6906.15	IEUA - Integrated Model Meetings and Technical	2,000	2,000	2,000	2,000	2,000	22,327	11,164	9,715	49%	53%
6907.16	IEUA - CBP Evaluation and Conceptual Design S	30,000	25,000	5,000	5,000	5,000	148,866	-	-	n/a	n/a
6906.27	IEUA - HCP Meetings and Technical Review	3,362	3,362	3,362	3,362	3,362	16,810	6,405	6,725	0%	58%
6906.18	OCWD and Army Corps of Engineers Prado Dam	9,280	4,840	-	-	-	23,200	11,800	6,960	0%	63%
7103.3	GW and SW Quality - Engineering Services	21,210	18,930	11,080	4,308	16,034	209,594	209,594	8,347	92%	96%
7103.5	GW and SW Quality - Laboratory Services	-	2,550	3,600	1,090	69,491	69,491	3,218	97%	97%	
7104.3	GW Level - Engineering Services	12,600	21,200	11,784	13,628	23,620	167,154	167,154	28,715	35%	85%
7104.6	GW Level - Contract Services	5,000	5,000	-	-	-	10,038	10,038	(8)	0%	100%
7104.9	GW Level - Capital Services	-	-	-	12,000	-	13,013	13,013	(5,013)	13%	163%
7107.2	Ground Level - Engineering Services	10,676	12,362	12,063	6,528	11,191	87,436	87,436	11,833	25%	89%
7107.3	Ground Level - SAR Imagery	-	56,000	-	-	-	86,752	86,752	-	14%	100%
7107.6	Ground Level - Contract Services	20,050	29,725	25,000	15,300	25,000	126,950	126,950	-	4%	100%
7107.6	Ground Level - Capital Equipment	1,000	600	150	1,000	600	4,409	4,499	3,635	7%	34%
7103.31	IEUA - Prado Basin Habitat Monitoring	35,840	30,618	20,794	7,790	4,265	148,411	74,266	(740)	22%	100%
7108.6	IEUA - PBHSP - Outside Pro	10,000	-	-	-	-	50,000	25,000	14,300	69%	69%
7109.3	Recharge & Well Monitoring - Engineering Serv.	5,000	-	7,000	3,400	-	23,440	23,440	1,828	32%	92%
7202.2	Comp Recharge - Engineering Services	4,879	2,248	4,879	2,248	2,248	29,780	29,780	17,828	12%	63%
7206.1	GRCC & IEUA - SB88 Specification to Ensure Co	21,800	21,800	21,800	21,800	21,800	138,421	-	-	n/a	n/a
7303	OBMP - Engineering Services - Desalters	847	847	847	847	847	5,082	5,072	5,078	0%	50%
7402	OBMP - Engineering Services - MZ1	7,000	8,000	4,533	5,000	6,000	119,321	119,321	(8,235)	79%	107%
7402.1	OBMP - Engineering Services - Northwest MZ1	16,000	33,428	17,500	15,826	16,032	204,280	204,280	1	43%	100%
7502	OBMP - Engineering Services - WQC	12,000	18,500	7,000	-	-	84,841	84,841	(2,121)	61%	102%
7510	IEUA - Update Recycled Water Permit - Salinity	34,500	34,500	34,500	34,500	35,984	233,746	77,136	-	33%	100%
7511	As requested services to support Watermaster an	3,500	3,000	1,483	1,483	1,483	30,183	30,183	(12,391)	88%	170%
7512	IEUA - Triennial Recomputation of Ambient Wate	-	-	-	-	-	-	-	24,534	0%	0%
Totals		\$ 357,890	\$ 422,454	\$ 262,231	\$ 212,997	\$ 217,971	\$ 3,376,420	\$ 2,796,349	\$ 69,448	64%	98%

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

1/21/2020 - 9:32 AM
2019-20CBWM_Invoice_Summary_ISBM_20200106--Projection Summary



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

The Fiscal Year 2019/20 Progress and Estimated Cost at Completion for the Period July 1, 2019 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, 2019 report from Wildermuth Environmental, Inc. is provided. Please access this link:

<https://cbwm.syncedtool.com/shares/file/d7d10355a19e82/?modal=1>

The third quarter ECAC report is scheduled to be issued early May 2020 for the period July 1, 2019 through March 31, 2020.

September 2019:

The first ECAC report for the current fiscal year has been provided for the period ending September 30, 2019 and shows a projected under budget at fiscal year-end June 30, 2020 of \$48,429.

The first quarter ECAC report (for the months July 2019 – September 2019) is listed below:

Attachment 1a
Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2019/20
As of September 30, 2019

Acct #	Description	Original Budget	Revised Budget	Billed Jul-19	Billed Aug-19	Billed Sep-19	Projected Oct-19	Projected Nov-19	Projected Dec-19	Projected Jan-20
6906	OBMP Engineering	\$ 575,584	\$ 575,584	\$ 31,137	\$ 27,494	\$ 31,283	\$ 45,199	\$ 64,356	\$ 49,407	\$ 64,277
6906.26	2020 CBMP Update	388,896	388,896	97,717	79,904	39,986	46,500	81,500	49,500	12,000
6906.73	2021 Safe Yield Recalculation	276,688	276,688	53,973	53,420	40,271	30,000	30,000	40,000	40,000
6505.16	IEUA - Integrated Model Meetings and Technical	20,800	20,800	9,514	-	893	2,000	2,000	2,000	2,000
6807.16	IEUA - CBP Evaluation and Conceptual Design S	-	-	5,799	1,943	11,842	5,000	5,000	5,000	36,000
6606.27	IEUA - IHCP Meetings and Technical Review	15,130	15,130	-	-	-	3,362	3,362	3,362	3,362
6906.16	OCWD and Army Corps of Engineers Prado Dam	18,560	18,560	-	-	-	9,280	9,280	4,840	9,280
7103.3	GW and SW Quality - Engineering Services	217,941	217,941	19,522	37,873	17,253	16,670	16,010	16,530	11,700
7103.5	GW and SW Quality - Laboratory Services	52,769	52,769	4,532	11,424	24,971	34,393	9,990	1,050	1,634
7104.3	GW Level - Engineering Services	195,369	195,369	12,723	4,405	16,462	14,500	14,200	22,169	13,275
7104.6	GW Level - Contract Services	10,000	10,000	39	-	-	-	-	-	-
7104.9	GW Level - Capital Services	6,000	6,000	(7)	-	-	-	-	-	2,000
7107.2	Ground Level - Engineering Services	89,827	89,827	11,421	4,069	2,081	4,300	4,500	5,000	-
7107.39	Ground Level - SAR Imagery	65,752	65,752	12,060	-	-	-	-	-	18,722
7107.6	Ground Level - Contract Services	117,050	129,930	5,175	-	-	-	-	-	7,000
7107.8	Ground Level - Capital Equipment	13,044	13,044	520	132	99	150	1,000	600	150
7108.31	IEUA - Prado Basin Habitat Monitoring	74,066	74,066	1,360	1,402	835	1,640	7,000	26,300	23,690
7108.6	IEUA - PBHSP - Outside Pro	28,080	28,080	40,080	-	-	-	10,000	-	-
7109.3	Recharge & Well Monitoring - Engineering Serv.	25,280	25,280	-	3,810	-	-	4,000	-	-
7202.2	Comp Recharge - Engineering Services	47,608	47,608	1,162	368	1,266	4,879	4,879	2,248	4,679
7306	GRCC & IEUA - SBBS Specification to Enaura Col	-	-	-	-	7,456	14,569	14,569	14,569	14,569
7303	CBMP - Engineering Services - Desalters	10,160	10,160	-	-	-	-	347	847	647
7402	OBMP - Engineering Services - MZ1	111,036	111,036	30,671	39,352	19,924	2,900	1,000	1,000	2,000
7402.1	CBMP - Engineering Services - Northwest MZ1	7,560	204,261	8,111	15,243	19,947	5,500	21,500	20,500	17,000
7502	OBMP - Engineering Services - WOC	92,720	92,720	-	12,281	33,465	5,500	-	-	2,700
7510	IEUA - Update Recycled Water Permit - Salinity	-	77,136	3,595	601	4,820	25,025	25,025	25,025	25,025
7511	IEUA - As requested services to support Waterma	17,792	17,792	-	1,582	1,178	3,520	4,526	2,000	3,500
7512	IEUA - Triennial Recombination of Ambient Water	24,584	24,584	-	-	-	-	-	-	-
Totals		\$ 2,545,966	\$ 2,858,795	\$ 337,571	\$ 295,689	\$ 275,263	\$ 264,746	\$ 336,427	\$ 291,237	\$ 319,115

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2019-20CBWM_Invoice_Summary_ISBM_1st Qtr ECAC-Projection Summary



Attachment 1a
Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2019/19
As of September 30, 2019

Acct #	Description	Projected Feb-20	Projected Mar-20	Projected Apr-20	Projected May-20	Projected Jun-20	Total Projected	Less IEUA and GRCC Portion of Cost Share			Projected %	
								Total Projected	Under Rev Budget	(Over) Rev Budget		YTD % Billed Rev. Budget
6906	OBMP Engineering	\$ 59,257	\$ 95,264	\$ 47,667	\$ 40,747	\$ 40,748	\$ 567,244	\$ 557,244	\$ 10,000		96%	97%
6906.20	2020 OBMP Update	4,500	1,500	1,500	1,500	1,500	441,619	441,619	(22,723)		55%	100%
6906.73	2021 Site Yield Recalculation	5,000	20,000	-	-	-	312,694	342,694	(36,055)		53%	113%
6906.45	IEUA - Integrated Model Meetings and Technical	2,000	2,000	2,000	2,000	2,000	23,327	14,164	6,716		25%	68%
6907.46	IEUA - CBP Evaluation and Conceptual Design S	30,000	25,000	5,000	5,000	5,000	124,574	-	-	n/a	n/a	
6906.27	IEUA - HCP Meetings and Technical Review	3,522	3,362	3,362	3,362	3,362	30,256	15,129	1		0%	100%
6906.16	OCWD and Army Corps of Engineers Prado Dam	3,260	4,640	-	-	-	37,120	18,573	-		0%	100%
7103.3	GW and SW Quality - Engineering Services	20,360	15,430	9,080	4,306	15,914	365,659	265,659	12,632		34%	94%
7103.5	GW and SW Quality - Laboratory Services	-	1,050	1,700	-	1,850	91,704	91,764	1,005		4%	99%
7104.3	GW Level - Engineering Services	14,500	20,250	10,634	12,512	22,431	178,352	179,352	17,517		17%	91%
7104.8	GW Level - Contract Services	-	-	-	3,000	-	8,333	8,333	-		0%	80%
7104.9	GW Level - Capital Services	-	-	-	11,000	-	12,969	12,969	(4,993)		0%	162%
7107.2	Ground Level - Engineering Services	9,876	10,362	12,199	6,528	9,410	91,832	91,832	8,257		10%	92%
7107.3	Ground Level - SAR Imagery	-	58,000	-	-	-	66,752	66,752	-		14%	100%
7107.5	Ground Level - Contract Services	20,050	26,725	25,000	15,000	25,000	126,950	126,950	-		4%	100%
7107.8	Ground Level - Capital Equipment	1,000	900	150	1,000	600	5,991	5,991	7,053		0%	48%
7108.31	IEUA - Prado Basin Habitat Monitoring	32,030	37,816	18,794	5,790	3,266	151,104	75,552	(1,486)		2%	102%
7108.6	IEUA - PBHSP - Outside Pro	-	-	-	-	-	50,000	25,000	3,000		71%	89%
7109.3	Recharge & Well Monitoring - Engineering Serv.	4,000	-	7,000	3,400	-	21,410	21,410	3,690		12%	85%
7202.2	Comp Recharge - Engineering Services	4,879	2,248	4,879	4,879	2,243	38,831	38,831	8,777		9%	82%
7300	GRCC & IEUA - SBSS Specification to Ensure Co	14,569	14,569	14,569	14,569	14,569	138,567	-	-	n/a	n/a	
7305	CBMP - Engineering Services - Desalters	847	847	847	847	847	8,776	8,776	3,364		0%	67%
7402	OBMP - Engineering Services - MZ1	9,000	7,000	2,533	4,000	5,000	114,219	114,219	(3,163)		73%	103%
7402.1	CBMP - Engineering Services - Northwest MZ1	31,500	25,500	21,000	16,000	3,458	204,260	204,260	1		20%	100%
7502	CBMP - Engineering Services - WQC	13,000	18,000	7,500	-	-	96,546	96,546	(3,825)		55%	104%
7510	IEUA - Update Recycled Water Permit - Solinity	25,025	25,025	25,025	25,025	25,029	233,746	77,136	-		6%	100%
7511	IEUA - As requested services to support Waterm	3,500	3,000	2,800	2,000	2,600	38,770	14,385	3,407		8%	81%
7512	IEUA - Thermal Recompensation of Ambient Water	-	-	-	-	-	-	-	24,554		0%	0%
Total		\$ 317,594	\$ 372,885	\$ 222,638	\$ 187,766	\$ 183,430	\$ 3,402,396	\$ 2,816,366	\$ 48,429		30%	98%

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

11/5/2019-7:43 AM
2019-20CBWM_Invoice_Summary_ISBM_List Dir ECAC-Projection Summary



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

The Fiscal Year 2019/20 Progress and Estimated Cost at Completion for the Period July 1, 2019 through September 30, 2019 report from Wildermuth Environmental, Inc. is provided. Please access this link:

<https://cbwm.syncedtool.com/shares/file/4fb416a3c5c150/?modal=1>

August 2019:

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 first quarter ECAC report (for the months July 2019 - September 2019) is scheduled to be produced by Wildermuth Environmental, Inc. and distributed to Watermaster during the month of October 2019.

July 2019:

The breakdown of the total Task Order amount of \$2,545,666 for the FY 2019/20 Engineering Services includes direct labor costs for Wildermuth Environmental, Inc. (84.2%) at \$2,144,059 along with other direct charges such as equipment rental, laboratory fees, travel costs, reproduction costs, and outside professional services (15.8%) at \$401,607.

The approved "Original" Engineering Services budget of \$2,545,666 was increased by "Carry Over" funding in the amount of \$313,129 to the "Amended" amount of \$2,858,795 for FY 2019/20 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 2019/20 timeframe or future years. The Carry-Over amount of \$313,129 from FY 2018/19 to the FY 2019/20 budget are provided in detail as follows:

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

1. 7107.2 Ground-Level - Engineering Services of \$29,332. Wildermuth Environmental, Inc. requested this carryover to support the logistics, data collection, and analysis of the City of Chino Hills long-term pumping and injection tests. This work was delayed based on the City of Chino Hills schedule to conduct the long-term pumping and injection tests in FY 2019/20.
2. 7107.6 Ground-Level - Contract Services of \$9,900. Wildermuth Environmental, Inc. requested this carryover amount for surveying services associated with the long-term pumping test mentioned in item 1 above.
3. 7402.1 OBMP Engineering Services Northwest MZ-1 for \$196,761. Wildermuth Environmental, Inc. requested this carryover budget to support the continued processing and analysis of the spring 2019 ground level surveys. The analysis of the survey data was delayed because the spring 2019 survey data collected by the new surveyor (Guida Surveying, Inc.) needed to be reviewed by the former surveyor (WSP USA) and WEI to ensure consistent data reporting results between the new and former surveyors.
4. 7510 IEUA - Update Recycled Water Permit-Salinity for \$77,136. Wildermuth Environmental, Inc. requested this carryover budget to finalize the 2.5-year project to Updated Recycled Water Permit with IEUA. This work is being cost shared with IEUA and was originally scoped to be finished in FY 2019/20. However, Watermaster assessed their entire share of the budget in FY 2017/18 and FY 2018/19.

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.

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

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
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. 2019 - Apr. 2020	\$ 110,182.95	\$ (55,091.48)	\$ -	\$ 55,091.48
Totals	\$ 110,182.95	\$ (55,091.48)	\$ -	\$ 55,091.48
	7108.31	7108.31	7108.31	
Maximum Costs	\$ 204,132.00	\$ 102,066.00	\$ 102,066.00	\$ 102,066.00

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, 2020.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

July 2019:

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 2019/20 annual administrative fee invoice was issued on July 9, 2019 in the amount of \$171,905.17 under invoice number 2019-07-CUP. Payment in the amount of \$171,905.17 was received and deposited on August 22, 2019.

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

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

CURRENT MONTH – APRIL 2020

As of April 30, 2020, the total (YTD) amount remaining of the “Carried Over” funding is \$2,061,845.29 (\$2,312,460.70 - \$250,615.41 = \$2,061,845.29).

The following details are provided:

"Carried Over" Expenses At June 30, 2019

			<u>GL Account</u>		
Blomquist Report - Update	\$ 7,500.00	A	6061.6	FY 2017/18	ADMIN
Meter Installation - New Meter Installation	\$ 175,400.00	B	7102.65	FY 2018/19	OBMP
Meter Installation - Calibration and Testing	\$ 181,650.00	C	7102.8	FY 2018/19	OBMP
Ground Level - Engineering Services	\$ 29,332.00	D	7107.2 ²	FY 2018/19	ENG
Ground Level - Contract Services	\$ 9,900.00	E	7107.6 ³	FY 2018/19	ENG
PE4 - Northwest MZ-1 Area Project	\$ 196,761.00	F	7402.1 ⁴	FY 2018/19	ENG
IEUA - Update Recycle Water Permit - Salinity	\$ 77,136.00	G	7510 ⁵	FY 2018/19	ENG
RMPU Amendment (TO #1)	\$ 56,794.57	H	7690.15	FY 2016/17	PROJ
East Declez Basin (TO #1)	\$ 1,171.33	I	7690.16 ¹	FY 2016/17	PROJ
GWR SCADA Upgrades (TO #4)	\$ 7,025.00	J	7690.61	FY 2014/15	PROJ
GWR SCADA Upgrades (TO #4)	\$ 38,675.00	J	7690.61	FY 2015/16	PROJ
Upper Santa Ana River HCP (TO #7)	\$ 15,062.88	K	7690.7	FY 2014/15	PROJ
Upper Santa Ana River HCP (TO #7)	\$ 5,000.00	K	7690.7	FY 2015/16	PROJ
Lower Day Basin RMPU (TO #2)	\$ 238,646.90	L	7690.8	FY 2016/17	PROJ
Funds on Hold for Projects	\$ 1,272,406.02	M	7690.9	FY 2017/18	PROJ
Total Balance, June 30, 2019	\$ 2,312,460.70				

"Carried Over" Balance, July 1, 2019	\$ 2,312,460.70				
Less: (Invoices Received To Date FY 2019/20)					
Blomquist Report - Update	\$ -	A	6061.6	FY 2017/18	ADMIN
Meter Installation - New Meter Installation	\$ -	B	7102.65	FY 2018/19	OBMP
Meter Installation - Calibration and Testing	\$ -	C	7102.8	FY 2018/19	OBMP
Ground Level - Engineering Services	\$ (29,332.00)	D	7107.2 ²	FY 2018/19	ENG
Ground Level - Contract Services	\$ (9,900.00)	E	7107.6 ³	FY 2018/19	ENG
PE4 - Northwest MZ-1 Area Project	\$ (134,247.41)	F	7402.1 ⁴	FY 2018/19	ENG
IEUA - Update Recycle Water Permit - Salinity	\$ (77,136.00)	G	7510 ⁵	FY 2018/19	ENG
RMPU Amendment (TO #1)	\$ -	H	7690.15	FY 2016/17	PROJ
East Declez Basin (TO #1)	\$ -	I	7690.16 ¹	FY 2016/17	PROJ
GWR SCADA Upgrades (TO #4)	\$ -	J	7690.61	FY 2014/15	PROJ
GWR SCADA Upgrades (TO #4)	\$ -	J	7690.61	FY 2015/16	PROJ
Upper Santa Ana River HCP (TO #7)	\$ -	K	7690.7	FY 2014/15	PROJ
Upper Santa Ana River HCP (TO #7)	\$ -	K	7690.7	FY 2015/16	PROJ
Lower Day Basin RMPU (TO #2)	\$ -	L	7690.8	FY 2016/17	PROJ
Funds on Hold for Projects	\$ -	M	7690.9	FY 2017/18	PROJ
Updated Balance as of April 30, 2020	\$ 2,061,845.29				

¹ 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 Appropriative Pool as a credit through the Assessment invoicing.

² Engineering work not completed in FY 2018/19 to perform ground level surveys for the long-term pumping test.

³ Outside professionals work not completed in FY 2018/19 to perform ground level surveys for the long-term pumping test.

⁴ Work not completed in FY 2018/19 for installation of the Pomona extensometer and monitoring program for the Northwest MZ-1 area.

⁵ Watermaster's portion of the unused FY 2018/19 budget to finalize the 2.5 year project to Update Recycled Water Permit with IEUA.

Updated Balance as of April 30, 2020

Blomquist Report - Update	\$ 7,500.00	A	6061.6	FY 2017/18	ADMIN
Meter Installation - New Meter Installation	\$ 175,400.00	B	7102.65	FY 2018/19	OBMP
Meter Installation - Calibration and Testing	\$ 181,650.00	C	7102.8	FY 2018/19	OBMP
Ground Level - Engineering Services	\$ -	D	7107.2 ²	FY 2018/19	ENG
Ground Level - Contract Services	\$ -	E	7107.6 ³	FY 2018/19	ENG
PE4 - Northwest MZ-1 Area Project	\$ 62,513.59	F	7402.1 ⁴	FY 2018/19	ENG
IEUA - Update Recycle Water Permit - Salinity	\$ -	G	7510 ⁵	FY 2018/19	ENG
RMPU Amendment (TO #1)	\$ 56,794.57	H	7690.15	FY 2016/17	PROJ
East Declez Basin (TO #1)	\$ 1,171.33	I	7690.16 ¹	FY 2016/17	PROJ
GWR SCADA Upgrades (TO #4)	\$ 7,025.00	J	7690.61	FY 2014/15	PROJ
GWR SCADA Upgrades (TO #4)	\$ 38,675.00	J	7690.61	FY 2015/16	PROJ
Upper Santa Ana River HCP (TO #7)	\$ 15,062.88	K	7690.7	FY 2014/15	PROJ
Upper Santa Ana River HCP (TO #7)	\$ 5,000.00	K	7690.7	FY 2015/16	PROJ
Lower Day Basin RMPU (TO #2)	\$ 238,646.90	L	7690.8	FY 2016/17	PROJ
Funds on Hold for Projects	\$ 1,272,406.02	M	7690.9	FY 2017/18	PROJ
Updated Balance as of April 30, 2020	\$ 2,061,845.29				

ADMINISTRATION SERVICES:

Unspent funds related to ongoing projects and associated activities from the Administration Services budget from FY 2018/19 totaling \$7,500.00 were "Carried Over" into the current FY 2019/20 budget. These funds were from the Blomquist Report-Update [A] in the amount of \$7,500 in account (6061.6).

OBMP ACTIVITIES:

Unspent funds related to ongoing projects and associated activities from the Agricultural area metering installation efforts budget from FY 2018/19 in several accounts totaling \$357,050 were "Carried Over" into the current FY 2019/20 budget. These funds were from the Meter Installation - New Meter Installation [B] in the amount of \$175,400 in account (7102.65); and Meter Installation - Calibration and Testing [C] in the amount of \$181,650 in account (7102.8). The total amount available is \$357,050 ($\$175,400 + \$181,650 = \$357,050$).

ENGINEERING SERVICES:

Unspent funds related to ongoing projects and associated activities from the Engineering Services budget from FY 2018/19 in several accounts totaling \$313,129 were "Carried Over" into the current FY 2019/20 budget. These funds were from the Ground Level - Engineering Services [D] in the amount of \$29,332 in account (7107.2); Ground Level - Contract Services [E] in the amount of \$9,900 in account (7107.6); PE4 - Northwest MZ-1 Area Project [F] in the amount of \$196,761 in account (7402.1); and PE6&7 - IEUA Salinity Management Plan [G] in the amount of \$77,136 in account (7510). The total amount available is \$313,129 ($\$29,332 + \$9,900 + \$196,761 + \$77,136 = \$313,129$).

COMPLETED PROJECTS WITH FUNDING AVAILABLE:

Several projects were completed during FY 2018/19 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: East Declez Basin [I] in the amount of \$1,171.33 (account 7690.16); and GWR SCADA Upgrades (TO#4) [J] in the amount of \$45,700.00 (account 7690.61). The total amount available is \$46,871.33 ($\$1,171.33 + \$45,700.00 = \$46,871.33$).

ONGOING RECHARGE IMPROVEMENT PROJECTS:

The RMPU Amendment-Task Order #1 [H] has a remaining budget from FY 2016/17 of \$56,794.57 in account (7690.15); the Upper Santa Ana River HCP-Task Order #7 [K] has a remaining funded balance of \$20,062.88 in account (7690.7); and the Lower Day Basin RMPU-Task Order #2 [L] has a remaining funded budget balance of \$238,646.90 in account (7690.8). The total funded budget for these combined projects is \$315,504.35 ($\$56,794.57 + \$20,062.88 + \$238,646.90 = \$315,504.35$).

FUNDS ON HOLD FOR PROJECTS:

The "Funds on Hold for Projects" [M] has a remaining budget from FY 2017/18 of \$1,272,406.02 in account (7690.9). These funds can only be allocated from the account if a Budget Transfer document is presented to the Pools, Advisory, and Board for approval and adoption.

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 June 30, 2020, any remaining balances of the FY 2018/19 and prior years funding (if any), along with any new FY 2019/20 expenses, will then be "Carried Over" into the FY 2020/21 budget.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

July 2019:

Once the FY 2018/19 period as of June 30, 2019 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 2019/20 budget. The Total "Carry Over" funding amount of \$2,312,460.70 was posted to the accounts as of July 1, 2019. The total amount of \$2,312,460.70 consisted of \$1,634,781.70 from Capital Improvement Projects, \$357,050.00 from OBMP Activities, \$313,129.00 from Engineering Services, and \$7,500.00 from Administration Services ($\$1,634,781.70 + \$357,050.00 + \$313,129.00 + \$7,500.00 = \$2,312,460.70$).

AUDIT FIELD WORK
CURRENT MONTH – APRIL 2020

The auditors from the audit firm of Fedak & Brown LLP are scheduled to begin the interim field work on May 26, 2020 through May 27, 2020. Due to the COVID-19 quarantine, the auditors will not be coming to the Watermaster office. Instead, all of the audit schedules, accounts payable selections, accounts receivable selections, bank reconciliations, payroll and timesheet selections, and any other reports and information will be provided to the auditors electronically via Dropbox software. This will be the start of the interim field work for the period of July 1, 2019 through March 31, 2020. The final field work for the period of April 1, 2020 through June 30, 2020 has been tentatively scheduled for September 2020.

The Annual Financial and Audit Reports are tentatively scheduled for presentation to the Watermaster Board by Fedak & Brown LLP at the October 22, 2020 Board meeting. The Annual Financial and Audit Reports for FY 2019/20 are tentatively scheduled for posting to the Watermaster website no later than October 31, 2020.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

November 2019:

FY 2018/19:

The final field work for the period of April 1, 2019 through June 30, 2019 was completed on September 4, 2019. The Annual Financial and Audit Reports were presented 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 were posted to the Watermaster website on October 25, 2019.

August 2019:

FY 2018/19:

The final field work for the period of April 1, 2019 through June 30, 2019 was completed on September 4, 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.

July 2019:

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 March 31, 2019. The final field work for the period of April 1, 2019 through June 30, 2019 has been scheduled for September 3, 2019 and September 4, 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.

FY 2019/20 EXHIBIT "G" NON-AGRICULTURAL POOL SALE OF WATER

CURRENT MONTH – APRIL 2020

Only one Appropriator, Niagara Bottling, LLC, submitted their Intent to Purchase form. On March 26, 2020, an invoice in the amount of \$675,000.00 was issued to Niagara Bottling, LLC for the entire amount of 1,000 acre-feet available for purchase. Payment from Niagara Bottling, LLC to Watermaster is due on or before June 30, 2020. Upon receipt of payment from Niagara Bottling, LLC, and once the payment has cleared the bank, Watermaster will issue payment to California Speedway Corporation in the amount of \$675,000.00.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

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

January 2020:

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 December 10, 2019, California Speedway Corporation notified Watermaster of the availability of 1,000 acre-feet of water for purchase. The ONAP amended its Pooling Plan which was subsequently court-approved on March 15, 2019, allowing them to set the transfer rate. At its regular meeting on November 14, 2019, the ONAP set a price of \$675.00 per acre-foot for the current fiscal year's transfers.

Watermaster is required to provide a Notice of Availability of each Appropriator's pro-rata share of such water by January 31st of each year. The Notice of Availability was issued on January 28, 2020 which included the Potential Allocation Table allocating the amount of water available to each Appropriator, should each Appropriator wish to purchase its share of the water. Appropriators had until March 2, 2020 (since March 1, 2020 fell on a Sunday this year) to submit their Intent to Purchase forms to notify Watermaster if they were each interested in purchasing their allocation of the water. The Intent to Purchase forms could be returned to Watermaster via email or by U.S. mail.

Only one Appropriator, Niagara Bottling, LLC, submitted their Intent to Purchase form. On or before March 31, 2020, an invoice in the amount of \$675,000.00 will be issued to Niagara Bottling, LLC for the entire amount of 1,000 acre-feet available for purchase. Payment from Niagara Bottling, LLC to Watermaster will be due on or before June 30, 2020. Upon receipt of payment from Niagara Bottling, LLC, and once the payment has cleared the bank, Watermaster will issue payment to California Speedway Corporation in the amount of \$675,000.00.

ASSESSMENT INVOICING
CURRENT MONTH – APRIL 2020

FY 2019/20 Assessment Package:

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

PREVIOUSLY REPORTED ACTIONS (Descending Order)

December 2019:

The FY 2019/20 Assessment Package was approved by the Advisory Committee and adopted by the Board on Thursday, November 21, 2019. The Assessment invoices were issued by Watermaster on Thursday, November 21, 2019 with payment due 30-days after invoice date. Payments were due to Watermaster on Monday, December 23, 2019. As past practice, payment could 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 4:00pm on Monday, December 23, 2019.

As of December 23, 2019, all but one payment had been received. The one late payment from Space Center Mira Loma in the amount of \$8,847.29 was received on January 13, 2020. Per the Judgment, a late payment fee of \$51.03 was assessed on January 13, 2020.

November 2019:

The FY 2019/20 Assessment Package was approved by the Advisory Committee and adopted by the Board on Thursday, November 21, 2019. The Assessment invoices were issued by Watermaster on Thursday, November 21, 2019 with payment due 30-days after invoice date. Payments will be due to Watermaster

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

on Monday, December 23, 2019. 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 4:00pm on Monday, December 23, 2019.

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 2019:

Revised 2014/15 through 2018/19 Assessment Packages:

From June 6, 2019 through August 28, 2019, multiple workshops were held to present and discuss the Revised 2014/15 through 2018/19 Assessment Packages. These Revised Assessment Packages were presented to the three Pool Committees on September 12, 2019. The three Pool Committees unanimously recommended Advisory Committee to approve the Revised 2014/15 through 2018/19 Assessment Packages. On September 19, 2019, the Revised 2014/15 through 2018/19 Assessment Packages were presented to the Advisory Committee where they were unanimously approved. The Watermaster Board approved the Revised 2014/15 through 2018/19 Assessment Packages on September 26, 2019. Invoices were issued on Friday, September 27, 2019 with payment due 30-days after invoice date. Payments were due to Watermaster on Monday, October 28, 2019. As past practice, payment could 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, October 28, 2019.

All payments were received as of October 28, 2019. The Appropriative Pool members who were owed a refund had the option to either receive a refund check or have the refund amount credited against their upcoming FY 2019/20 Assessment invoicing. The refund checks to those Appropriative Pool members who did not want a credit applied against their upcoming FY 2019/20 Assessment invoicing were issued and mailed on November 11, 2019.

FY 2019/20 Assessment Package:

The FY 2019/20 Assessment Package (Draft) was presented at Workshop #1 on Wednesday, October 30, 2019 at 1:30pm. There were no other Workshops scheduled.

The FY 2019/20 Assessment Package was presented to the Appropriative, Non-Agricultural Pool, and Agricultural Pool on Thursday, November 14, 2019. The FY 2019/20 Assessment Package was presented to the Advisory Committee and Board on Thursday, November 21, 2019.

The FY 2019/20 Assessment Package was approved by the Advisory Committee and adopted by the Board on Thursday, November 21, 2019. The Assessment invoices were issued by Watermaster on Thursday, November 21, 2019 with payment due 30-days after invoice date. Payments will be due to Watermaster on Monday, December 23, 2019. 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 4:00pm on Monday, December 23, 2019.

ATTACHMENTS

1. Financial Report - B5

	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 2020				Year-To-Date as of April 30, 2020				Fiscal Year End as of June 30, 2020			
	Actual	Budget	\$ Over(Under)	% of Budget	Actual	Budget	\$ Over(Under)	% of Budget	Projected	Budget	\$ Over(Under)	% of Budget
Income												
4010 - Local Agency Subsidies	0.00	0.00	0.00	0.0%	171,905.17	171,906.00	-0.83	100.0%	171,905.17	171,906.00	-0.83	100.0%
4110 - Admin Asmnts-Approp Pool	0.00	0.00	0.00	0.0%	8,030,142.55	8,043,100.00	-12,957.45	99.84%	8,100,142.55	8,113,100.00	-12,957.45	99.84%
4120 - Admin Asmnts-Non-Agri Pool	0.00	0.00	0.00	0.0%	364,535.88	352,197.00	12,338.88	103.5%	364,535.88	352,197.00	12,338.88	103.5%
4700 - Non Operating Revenues	6.35	0.00	6.35	100.0%	151,745.34	56,344.00	95,401.34	269.32%	196,738.99	75,124.00	121,614.99	261.89%
4900 - Miscellaneous Income	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
Total Income	6.35	0.00	6.35	100.0%	8,718,328.94	8,623,547.00	94,781.94	101.1%	8,833,322.59	8,712,327.00	120,995.59	101.38%
Gross Profit	6.35	0.00	6.35	100.0%	8,718,328.94	8,623,547.00	94,781.94	101.1%	8,833,322.59	8,712,327.00	120,995.59	101.39%
Expense												
6010 - Admin. Salary/Benefit Costs	90,894.60	97,451.00	-6,556.40	93.27%	907,836.85	965,601.00	-57,764.15	94.02%	1,121,813.70	1,155,864.00	-34,050.30	97.05%
6020 - Office Building Expense	9,187.23	10,267.00	-1,099.77	89.29%	94,552.13	98,095.00	-3,542.87	96.39%	114,960.92	117,379.00	-2,418.08	97.94%
6030 - Office Supplies & Equip.	721.94	2,525.00	-1,803.06	28.59%	20,926.35	64,875.00	-43,948.65	32.26%	60,426.36	89,800.00	-9,373.64	86.57%
6040 - Postage & Printing Costs	1,590.31	4,229.00	-2,638.69	37.61%	26,912.41	40,116.00	-13,203.59	67.09%	43,621.52	47,141.00	-3,519.48	92.53%
6050 - Information Services	9,919.69	14,144.00	-4,224.31	70.13%	118,941.78	141,386.00	-22,444.22	84.13%	166,852.60	189,656.00	-3,003.40	98.23%
6060 - Contract Services	0.00	400.00	-400.00	0.0%	32,923.79	51,000.00	-18,076.21	64.56%	48,474.92	51,800.00	-3,325.08	93.58%
6070 - Watermaster Legal Services	43,411.05	16,089.00	27,322.05	269.82%	294,879.38	232,937.00	61,942.38	126.59%	303,210.48	286,115.00	17,095.48	113.94%
6080 - Insurance	0.00	0.00	0.00	0.0%	40,511.26	42,928.00	-2,414.74	94.38%	43,011.26	43,426.00	-414.74	99.05%
6110 - Dues and Subscriptions	0.00	200.00	-200.00	0.0%	32,580.79	35,282.00	-2,711.21	92.32%	32,838.90	35,792.00	-2,953.10	91.75%
6140 - WM Admin Expenses	0.00	271.00	-271.00	0.0%	2,657.22	3,234.00	-576.78	82.17%	2,928.50	3,950.00	-1,021.50	74.14%
6150 - Field Supplies	0.00	200.00	-200.00	0.0%	1,227.01	2,550.00	-1,322.99	48.12%	2,365.88	2,550.00	-184.12	92.78%
6170 - Travel & Transportation	1,631.38	1,705.00	-73.62	95.68%	16,418.22	60,953.00	-44,534.78	26.94%	22,952.72	65,170.00	-42,217.28	35.22%
6190 - Training, Conferences, Seminars	0.00	3,154.00	-3,154.00	0.0%	14,495.61	31,548.00	-17,052.39	45.95%	34,741.22	37,857.00	-3,115.78	91.77%
6200 - Advisory Comm - WM Board	5,919.54	4,343.00	1,576.54	136.3%	30,910.92	41,098.00	-10,187.08	75.21%	40,726.84	49,580.00	-8,853.16	81.98%
6300 - Watermaster Board Expenses	13,796.75	14,126.00	-329.25	97.67%	109,042.26	156,386.00	-47,343.74	69.73%	159,632.56	184,467.00	-24,834.44	86.54%
8300 - Appr PI-WM & Pool Admin	38,449.08	22,642.67	15,806.41	169.81%	197,479.53	223,479.66	-26,000.13	88.37%	247,684.60	268,609.00	-20,924.40	92.21%
8400 - Agri Pool-WM & Pool Admin	4,235.99	5,643.00	-1,407.01	75.07%	37,042.47	53,559.00	-16,516.53	69.16%	59,346.62	64,713.00	-5,366.38	91.71%
8467 - Ag Legal & Technical Services	59,981.25	25,000.00	34,981.25	239.93%	299,462.50	250,000.00	49,462.50	119.79%	505,673.75	300,000.00	205,673.75	168.56%
8470 - Ag Meeting Attend -Special	3,950.00	1,850.00	2,100.00	213.51%	16,625.00	18,500.00	-1,875.00	89.87%	18,300.00	22,200.00	-3,900.00	82.43%
8471 - Ag Pool Expense	0.00	0.00	0.00	0.0%	21,686.00	69,250.00	-47,564.00	31.32%	26,686.00	85,000.00	-58,314.00	31.4%
8485 - Ag Pool - Misc. Exp. - Ag Fund	0.00	100.00	-100.00	0.0%	0.00	400.00	-400.00	0.0%	200.00	400.00	-200.00	50.0%
8500 - Non-Ag PI-WM & Pool Admin	5,527.90	10,900.00	-5,372.10	50.72%	78,194.67	106,244.00	-28,049.33	73.6%	115,567.10	127,951.00	-12,383.90	90.32%
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	-41,365.12	-39,730.00	-1,635.12	104.12%	-309,332.51	-397,302.00	87,969.49	77.86%	-333,271.54	-476,762.00	143,490.46	69.9%
6900 - Optimum Basin Mgmt Plan	173,819.03	123,448.00	50,371.03	140.8%	1,935,963.37	1,936,109.00	-145.63	99.99%	2,180,042.74	2,182,515.00	-2,472.26	99.89%
9501 - G&A Expenses Allocated-OBMP	20,523.94	10,527.00	9,996.94	194.97%	149,811.44	105,271.00	44,540.44	142.31%	151,746.50	126,325.00	25,421.50	120.12%
7101 - Production Monitoring	7,471.92	6,605.00	866.92	113.13%	56,911.21	65,160.00	-8,248.79	87.34%	65,222.30	78,073.00	-12,850.70	83.54%
7102 - In-line Meter Installation	0.00	1,804.00	-1,804.00	0.0%	1,441.85	374,886.00	-373,444.15	0.39%	2,500.00	378,428.00	-375,928.00	0.66%
7103 - Grdwtr Quality Monitoring	18,308.41	28,445.00	-10,136.59	64.36%	281,367.97	308,331.00	-26,963.03	91.26%	364,117.50	359,100.00	5,017.50	101.4%
7104 - Gdwtr Level Monitoring	13,757.19	23,787.00	-10,029.81	57.84%	173,794.40	237,189.00	-63,394.60	73.27%	225,952.00	284,537.00	-58,585.00	79.41%
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	80,702.29	38,579.00	42,123.29	209.19%	140,187.42	299,047.00	-158,859.58	46.88%	212,471.14	333,683.00	-121,211.86	63.68%

	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 2020				Year-To-Date as of April 30, 2020				Fiscal Year End as of June 30, 2020			
	Actual	Budget	\$ Over(Under)	% of Budget	Actual	Budget	\$ Over(Under)	% of Budget	Projected	Budget	\$ Over(Under)	% of Budget
7108 - Hydraulic Control Monitoring	23,048.62	8,999.00	14,049.62	256.12%	100,572.50	117,877.00	-17,304.50	85.32%	115,624.82	135,837.00	-20,212.18	85.12%
7109 - Recharge & Well Monitoring Prog	5,348.15	4,305.00	1,043.15	124.23%	23,195.80	23,250.00	-53.20	99.77%	21,080.00	25,260.00	-4,180.00	83.45%
7200 - PE2- Comp Recharge Pgm	14,814.86	15,142.00	-327.14	97.84%	1,066,528.08	1,395,369.00	-308,840.92	77.87%	1,399,597.30	1,425,415.00	-25,817.70	98.19%
7300 - PE3&5-Water Supply/Desalto	10,364.78	2,886.00	7,478.78	359.14%	16,818.80	28,667.00	-11,848.20	58.67%	25,399.04	34,374.00	-8,974.96	73.89%
7400 - PE4- Mgmt Plan	12,956.63	6,354.00	6,602.63	203.91%	245,271.64	315,673.00	-70,401.36	77.7%	326,682.70	328,338.00	-1,655.30	99.5%
7500 - PE6&7-CoopEfforts/SaltMgmt	17,933.46	12,194.00	5,739.46	147.07%	147,780.25	198,966.00	-51,185.75	74.27%	187,218.82	223,318.00	-36,099.18	83.84%
7600 - PE8&9-StorageMgmt/Conj Use	0.00	1,959.00	-1,959.00	0.0%	9,740.04	19,336.00	-9,595.96	50.37%	19,480.08	23,168.00	-3,687.92	84.08%
7690 - Recharge Improvement Debt Pymt	0.00	0.00	0.00	0.0%	526,276.00	2,268,221.70	-1,741,945.70	23.2%	2,152,552.00	2,268,221.70	-115,669.70	94.9%
7700 - Inactive Well Protection Prgm	0.00	41.00	-41.00	0.0%	0.00	416.00	-416.00	0.0%	0.00	500.00	-500.00	0.0%
9502 - G&A Expenses Allocated-Projects	20,841.18	29,203.00	-8,361.82	71.37%	159,521.07	292,031.00	-132,509.93	54.63%	181,525.04	350,437.00	-168,911.96	51.8%
Total Expense	667,722.05	509,787.67	157,934.38	130.98%	7,141,156.48	10,277,927.36	-3,136,770.88	69.48%	10,469,756.89	11,250,287.70	-780,530.81	93.05%
Net Ordinary Income	-667,715.70	-509,787.67	-157,928.03	130.98%	1,577,172.46	-1,654,380.36	3,231,552.82	-95.33%	1,636,434.30	-2,537,960.70	901,526.40	64.48%
Other Income												
4210 - Approp Pool-Replenishment	0.00	0.00	0.00	0.0%	1,096,397.47	0.00	1,096,397.47	100.0%	1,096,397.47	0.00	1,096,397.47	100.0%
4220 - Non-Ag Pool-Replenishment	0.00	0.00	0.00	0.0%	24,974.17	0.00	24,974.17	100.0%	24,974.17	0.00	24,974.17	100.0%
4225 - Interest Income	0.00	0.00	0.00	0.0%	3,015.62	0.00	3,015.62	100.0%	10,000.00	0.00	10,000.00	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%	675,000.00	0.00	675,000.00	100.0%	675,000.00	0.00	675,000.00	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%
Total Other Income	0.00	0.00	0.00	0.0%	1,799,387.26	0.00	1,799,387.26	100.0%	1,806,371.64	0.00	1,806,371.64	100.0%
Other Expense												
5010 - Groundwater Replenishment	0.00	0.00	0.00	0.0%	1,444,941.71	0.00	1,444,941.71	100.0%	1,444,941.71	0.00	1,444,941.71	100.0%
5100 - Other Water Purchases	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	675,000.00	0.00	675,000.00	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%	271,110.41	0.00	271,110.41	100.0%	271,110.41	0.00	271,110.41	100.0%
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%	64,564.00	0.00	64,564.00	100.0%	64,564.00	0.00	64,564.00	100.0%
9999 - To/(From) Reserves	0.00	0.00	0.00	0.0%	0.00	-225,500.00	225,500.00	0.0%	0.00	-225,500.00	225,500.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.0%	1,780,616.12	-225,500.00	2,006,116.12	-789.63%	2,455,616.12	-225,500.00	2,681,116.12	-1,068.97%
Net Other income	0.00	0.00	0.00	0.0%	18,771.14	225,500.00	-206,728.86	6.32%	-649,244.48	225,500.00	-874,744.48	-287.91%
Net Income	-667,715.70	-509,787.67	-157,928.03	130.98%	1,595,943.60	-1,428,880.36	3,024,823.96	-111.69%	-2,285,678.78	-2,312,460.70	26,781.92	98.84%

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

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
May 2020

Financial Report - B6
For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
General Journal	05/02/2020	05/02/2020	Payroll and Taxes for 04/19/20-05/02/20	Payroll and Taxes for 04/19/20-05/02/20	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 04/19/20-05/02/20	1012 · Bank of America Gen'l Ckg	49,637.11
				Payroll and Taxes for 04/19/20-05/02/20	1012 · Bank of America Gen'l Ckg	17,505.48
			ICMA-RC	457(b) EE Deductions for 04/19/20-05/02/20	1012 · Bank of America Gen'l Ckg	5,476.92
			ICMA-RC	401(a) EE Deductions for 04/19/20-05/02/20	1012 · Bank of America Gen'l Ckg	1,562.57
TOTAL						<u>74,182.08</u>
Bill Pmt -Check	05/02/2020	ACH 051120	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	05/02/2020	05/02/2020	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 04/19/20-05/02/20	2000 · Accounts Payable	8,180.70
TOTAL						<u>8,180.70</u>
Bill Pmt -Check	05/05/2020	22136	ACCENT COMPUTER SOLUTIONS, INC.	IT Consulting Services	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2020	135131		Hard drive for server	6055 · Computer Hardware	146.60
Bill	05/01/2020	135018		Monthly service - May 2020	6052.4 · IT Managed Services	4,018.28
				Overwatch - May 2020	6052.5 · IT Data Backup/Storage	699.00
				Omni Cloud - May 2020	6052.5 · IT Data Backup/Storage	153.00
				Office 365 subscriptions / Business Premium - May	6052.4 · IT Managed Services	195.75
				Image Office Storage (per GB, per month)	6052.5 · IT Data Backup/Storage	724.95
TOTAL						<u>5,937.58</u>
Bill Pmt -Check	05/05/2020	22137	BURRTEC WASTE INDUSTRIES, INC.	21136525395	1012 · Bank of America Gen'l Ckg	
Bill	05/01/2020	21136525395		May 2020	6024 · Building Repair & Maintenance	135.72
TOTAL						<u>135.72</u>
Bill Pmt -Check	05/05/2020	22138	JOHN J. SCHATZ	Appropriative Pool Legal Services	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2020			February 2020	8367 · Legal Service	11,249.00
Bill	03/31/2020			March 2020	8367 · Legal Service	22,911.50
TOTAL						<u>34,160.50</u>
Bill Pmt -Check	05/05/2020	22139	READY REFRESH BY NESTLE	0023230253	1012 · Bank of America Gen'l Ckg	
Bill	04/28/2020	0023230253		Office Water Bottle - April 2020	6031.7 · Other Office Supplies	84.13
TOTAL						<u>84.13</u>
Bill Pmt -Check	05/05/2020	22140	VANDEN HEUVEL, GEOFFREY	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/12/2020	3/12 Ag Pool Mtg		3/12/20 Ag Pool meeting	8411 · Ag Pool Member Compensation	25.00
				3/12/20 Ag Pool meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	04/09/2020	4/09 Ag Pool Mtg		4/09/20 Ag Pool meeting	8411 · Ag Pool Member Compensation	25.00
				4/09/20 Ag Pool meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	04/17/2020	4/17 Special Ag Mtg		4/17/20 Special Ag Pool meeting	8411 · Ag Pool Member Compensation	25.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
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Type	Date	Num	Name	Memo	Account	Paid Amount
				4/17/20 Special Ag Pool meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						375.00
Bill Pmt -Check	05/05/2020	22141	VISION SERVICE PLAN	00-101789-0001	1012 · Bank of America Gen'l Ckg	
Bill	04/28/2020	00101789		Vision Insurance Premium - May 2020	60182.2 · Dental & Vision Ins	93.83
TOTAL						93.83
Bill Pmt -Check	05/08/2020	22142	APPLIED COMPUTER TECHNOLOGIES	3141	1012 · Bank of America Gen'l Ckg	
Bill	04/29/2020	3141		April 2020	6052.2 · Applied Computer Technol	3,900.00
TOTAL						3,900.00
Bill Pmt -Check	05/08/2020	22143	DE BOOM, NATHAN	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/09/2020	4/09 Ag Pool Mtg		4/09/20 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				4/09/20 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	04/17/2020	4/17 Special Ag Mtg		4/17/20 Special Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				4/17/20 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						250.00
P 68 Bill Pmt -Check	05/08/2020	22144	ELIE, STEVEN	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/23/2020	4/23 Board Meeting		4/23/20 Board Meeting	6311 · Board Member Compensation	125.00
Bill	04/30/2020	4/30 Admin Mtg		4/30/20 Administrative meeting w/GM	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	05/08/2020	22145	FEENSTRA, BOB	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/09/2020	4/09 Ag Pool Mtg		4/09/20 Ag Pool meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/16/2020	4/16 Advis Comm Mtg		4/16/20 Advisory Committee meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/16/2020	4/16 Ag Pool Conf		4/16/20 Ag Pool legal, Chair, Board Chair mtg	8470 · Ag Meeting Attend -Special	125.00
Bill	04/16/2020	4/16 Bd Offcra Mtg		4/16/20 Board Officers, Pool Chairs meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/17/2020	4/17 Special Ag Mtg		4/17/20 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/17/2020	4/17 Special Mtg		4/17/20 Special mtg. w/Pool Chair,attorneys	8470 · Ag Meeting Attend -Special	125.00
Bill	04/21/2020	4/21 Budget Mtg		4/21/20 Budget Workshop	8470 · Ag Meeting Attend -Special	125.00
Bill	04/23/2020	4/23 Board Mtg		4/23/20 Board Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/28/2020	4/28 Ag Pool Legal		4/28/20 Ag Pool legal counsel conference call	8470 · Ag Meeting Attend -Special	125.00
Bill	04/29/2020	4/29 SY Workshop		4/29/20 Safe Yield Workshop	8470 · Ag Meeting Attend -Special	125.00
TOTAL						1,250.00
Bill Pmt -Check	05/08/2020	22146	FILIPPI, GINO	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/08/2020	4/08 Ag Pool Call		4/08/20 Test Ag Pool call	6311 · Board Member Compensation	125.00
Bill	04/09/2020	4/09 Ag Pool Mtg		4/09/20 Ag Pool Meeting	6311 · Board Member Compensation	125.00
Bill	04/16/2020	4/16 Advisory Comm		4/16/20 Advisory Committee Meeting	6311 · Board Member Compensation	125.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	04/23/2020	4/23 Board Mtg		4/23/20 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						500.00
Bill Pmt -Check	05/08/2020	22147	FONTANA UNION WATER COMPANY'	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/16/2020	4/16 Bd Officers Mtg		4/16/2020 Board Officers meeting - Curatalo	6311 · Board Member Compensation	125.00
Bill	04/21/2020	4/21 Brd Agenda Mtg		4/21/2020 Board agenda meeting - Curatalo	6311 · Board Member Compensation	125.00
Bill	04/23/2020	4/23 Board Mtg		4/23/2020 Board meeting - Curatalo	6311 · Board Member Compensation	125.00
TOTAL						375.00
Bill Pmt -Check	05/08/2020	22148	GEYE, BRIAN	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/09/2020	4/09 Non Ag Pool Mtg		4/09/20 Non-Ag Pool Meeting	6311 · Board Member Compensation	125.00
Bill	04/21/2020	4/21 Budget Wkshp		4/21/20 Budget Workshop	6311 · Board Member Compensation	125.00
Bill	04/29/2020	4/29 SY Workshop		4/29/20 Safe Yield Workshop	6311 · Board Member Compensation	125.00
TOTAL						375.00
Bill Pmt -Check	05/08/2020	22149	IN-SITU, INC.	22055	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2020	22055		22055	7103.6 · Grdwtr Qual-Supplies	164.98
TOTAL						164.98
Bill Pmt -Check	05/08/2020	22150	NELSON, ANNA	Employee Expense Reimbursement	1012 · Bank of America Gen'l Ckg	
Bill	05/06/2020			Charging cable (AN)	6031.7 · Other Office Supplies	52.77
				Display port cable (AN)	6031.7 · Other Office Supplies	43.09
				Chair mat (AN)	6031.7 · Other Office Supplies	42.01
				Disposable masks Covid-19 (WM)	6031.7 · Other Office Supplies	1,190.45
TOTAL						1,328.32
Bill Pmt -Check	05/08/2020	22151	PIERSON, JEFFREY	Ag Pool and Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/07/2020	4/07 Ag Pool Legal		4/07/20 Ag Pool legal, Pool Chair conf. call	8470 · Ag Meeting Attend -Special	125.00
Bill	04/08/2020	4/09 Admin Mtg		4/08/20 Administrative meeting with GM	6311 · Board Member Compensation	125.00
Bill	04/09/2020	4/09 Ag Pool Conf		4/09/20 Ag Pool confidential session	8470 · Ag Meeting Attend -Special	125.00
Bill	04/09/2020	4/09 Ag Pool Legal		4/09/20 Ag Pool attorney, Chair, Vice Chair call	8470 · Ag Meeting Attend -Special	125.00
Bill	04/09/2020	4/09 Ag Pool Mtg		4/09/20 Ag Pool meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/10/2020	4/10 Ag Pool Legal		4/10/20 Ag Pool legal counsel conf. call	8470 · Ag Meeting Attend -Special	125.00
Bill	04/15/2020	4/15 Ag Pool Legal		4/15/20 Ag Pool legal counsel conf. call	8470 · Ag Meeting Attend -Special	125.00
Bill	04/16/2020	4/16 Advisory Comm		4/16/20 Advisory Committee meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/16/2020	4/16 Ag Pool Legal		4/16/20 Ag Pool legal counsel conf. call	8470 · Ag Meeting Attend -Special	125.00
Bill	04/16/2020	4/16 Brd Offcrrs Mtg		4/16/20 Board Officers Pool Chairs meeting	6311 · Board Member Compensation	125.00
Bill	04/17/2020	4/17 Special Ag Mtg		4/17/20 Special Ag Pool meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/17/2020	4/17 AP, NAP, OAP		4/17/20 Approp., Non-Ag, and Ag Workshop	8470 · Ag Meeting Attend -Special	125.00
Bill	04/17/2020	4/17 Ag Pool Lega		4/17/20 Pool legal counsel conf. call	8470 · Ag Meeting Attend -Special	125.00

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Bill	04/21/2020	4/21 Admin Mtg		4/21/20 Admin. meeting w/GM, Board Officers	6311 · Board Member Compensation	125.00
Bill	04/23/2020	4/23 Board Mtg		4/23/20 Board Meeting	6311 · Board Member Compensation	125.00
Bill	04/28/2020	4/28 Ag Pool Legal		4/28/20 Pool legal counsel conference call	8470 · Ag Meeting Attend -Special	125.00
Bill	04/29/2020	4/29 SY Workshop		4/29/20 Safe Yield Workshop	6311 · Board Member Compensation	125.00
TOTAL						2,125.00
Bill Pmt -Check	05/08/2020	22152	PREMIERE GLOBAL SERVICES	29354649	1012 · Bank of America Gen'l Ckg	
Bill	04/29/2020	29354649		Appropriative Pool meeting prep call on 4/01	8312 · Meeting Expenses	6.58
				Appropriative Pool meeting prep call on 4/01	8312 · Meeting Expenses	8.67
				Pool meetings check call on 4/08	8312 · Meeting Expenses	5.56
				Pool meetings check call on 4/08	8412 · Meeting Expenses	5.56
				Pool meetings check call on 4/08	8512 · Meeting Expense	5.56
				Fee - General	6022 · Telephone	39.00
				Fee - Confidential	6022 · Telephone	39.00
				Ag Pool contest call on 3/30	8412 · Meeting Expenses	7.01
				Ag Pool contest call on 3/30	8412 · Meeting Expenses	6.58
				Ag Pool contest call on 3/30	8412 · Meeting Expenses	26.70
				OBMP IP & PAA Drafting Session call on 4/06	6909.1 · OBMP Meetings	35.40
				Safe Yield presentation prep call on 4/08	6909.1 · OBMP Meetings	14.40
				WM coordination call on 4/10	6909.1 · OBMP Meetings	13.27
				WM coordination call on 4/13	6909.1 · OBMP Meetings	40.48
				WM coordination call on 4/20	6909.1 · OBMP Meetings	37.00
				Board agenda preview call on 4/21	6312 · Meeting Expenses	6.56
				Board agenda preview call on 4/21	6312 · Meeting Expenses	6.58
				Safe Yield coordination call on 4/23	6909.1 · OBMP Meetings	6.58
				Safe Yield coordination call on 4/23	6909.1 · OBMP Meetings	11.97
				Call shortfalls	6022 · Telephone	78.00
				Service Fee	6022 · Telephone	37.30
TOTAL						437.76
Bill Pmt -Check	05/08/2020	22153	R&D PEST SERVICES	0257038	1012 · Bank of America Gen'l Ckg	
Bill	05/05/2020	0257038		Treat office and annex for pest control	6024 · Building Repair & Maintenance	100.00
TOTAL						100.00
Bill Pmt -Check	05/08/2020	22154	ROGERS, PETER	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/23/2020	4/23 Board Mtg		4/23/20 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						125.00
Bill Pmt -Check	05/08/2020	22155	RR FRANCHISING, INC.	85989	1012 · Bank of America Gen'l Ckg	
Bill	05/01/2020	85989		May 2020	6024 · Building Repair & Maintenance	740.00

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Type	Date	Num	Name	Memo	Account	Paid Amount
TOTAL						740.00
Bill Pmt -Check	05/08/2020	22156	SPECTRUM BUSINESS	2031978042320	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2020	2031978042320		4/23/20-5/22/20	6053 · Internet Expense	800.86
TOTAL						800.86
Bill Pmt -Check	05/08/2020	22157	STATE COMPENSATION INSURANCE FUND	1970970-19	1012 · Bank of America Gen'l Ckg	
Bill	05/01/2020	1970970-19		Premium 4/26/20-5/26/20	60183 · Worker's Comp Insurance	532.75
TOTAL						532.75
Bill Pmt -Check	05/08/2020	22158	UNION 76	7076-2245-3035-5049	1012 · Bank of America Gen'l Ckg	
Bill	04/29/2020	7076224530355049		April 2020	6175 · Vehicle Fuel	91.38
TOTAL						91.38
Bill Pmt -Check	05/08/2020	22159	ACWA JOINT POWERS INSURANCE AUTHORITY		1012 · Bank of America Gen'l Ckg	
Bill	04/07/2020	0644779		Prepayment - May 2020	1409 · Prepaid Life, BAD&D & LTD	249.27
				April 2020	60191 · Life & Disab.Ins Benefits	249.26
Bill	05/07/2020	0646494		Prepayment - June 2020	1409 · Prepaid Life, BAD&D & LTD	249.27
				May 2020	60191 · Life & Disab.Ins Benefits	249.26
TOTAL						997.06
Bill Pmt -Check	05/08/2020	22160	BOWCOCK, ROBERT	Board Member Compensationj	1012 · Bank of America Gen'l Ckg	
Bill	04/23/2020	4/23 Board Mtg		4/23/20 Board Meeting	6311 · Board Member Compensation	125.00
Bill	04/28/2020	4/28 Budget Wkshp		4/28/20 Budget Workshop	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	05/08/2020	22161	HUITSING, JOHN	Ag Pool member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/09/2020	4/09 Ag Pool Mtg		4/09/20 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				4/09/20 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	04/17/2020	4/17 Special Ag Pool		4/17/20 Special Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				4/17/20 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						250.00
General Journal	05/15/2020	20/05/08	ADP, LLC	ADP Tax Service for 04/18/20-556889998	1012 · Bank of America Gen'l Ckg	
				ADP Tax Service for 04/18/20-556889998	1012 · Bank of America Gen'l Ckg	155.50
				ADP Tax Service for 05/02/20-556889998	1012 · Bank of America Gen'l Ckg	179.70
TOTAL						335.20
General Journal	05/16/2020	20/05/10	Payroll and Taxes for 05/03/20-05/16/20	Payroll and Taxes for 05/03/20-05/16/20	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 05/03/20-05/16/20	1012 · Bank of America Gen'l Ckg	30,618.52

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
				Payroll and Taxes for 05/03/20-05/16/20	1012 · Bank of America Gen'l Ckg	10,099.05
			ICMA-RC	457(b) EE Deductions for 05/03/20-05/16/20	1012 · Bank of America Gen'l Ckg	5,476.92
			ICMA-RC	401(a) EE Deductions for 05/03/20-05/16/20	1012 · Bank of America Gen'l Ckg	1,562.57
TOTAL						47,757.06
Bill Pmt -Check	05/19/2020	22162	WILDERMUTH ENVIRONMENTAL INC		1012 · Bank of America Gen'l Ckg	
Bill	04/30/2020	2020132		2020132	6906.31 · OBMP-Pool, Adv. Board Mtgs	10,576.80
Bill	04/30/2020	2020133		2020133	6906.32 · OBMP-Other General Meetings	5,706.90
Bill	04/30/2020	2020134		2020134	6906.71 · OBMP-Data Req.-CBWM Staff	1,580.95
Bill	04/30/2020	2020135		2020135	6906.72 · OBMP-Data Req.-Non CBWM Staff	5,204.15
Bill	04/30/2020	2020136		2020136	6906 · OBMP Engineering Services	7,720.35
Bill	04/30/2020	2020137		2020137	6906.26 · 2020 OBMP Update	438.40
Bill	04/30/2020	2020138		2020138	6906.73 · OBMP-2020 Safe Yield Recalc	57,005.09
Bill	04/30/2020	2020139		2020139	6906.81 · Prepare Annual Reports	161.10
Bill	04/30/2020	2020140		2020140	6906.16 · CBEWP-100% IEUA Cost	16,175.47
Bill	04/30/2020	2020141		2020141	7103.3 · Grdwtr Qual-Engineering	13,964.21
Bill	04/30/2020	2020142		2020142	7104.3 · Grdwtr Level-Engineering	6,450.24
Bill	04/30/2020	2020143		2020143	7107.2 · Grd Level-Engineering	3,209.67
				Dragon Computer Services	7107.6 · Grd Level-Contract Svcs	624.80
				Guida Surveying Inc.	7107.6 · Grd Level-Contract Svcs	76,813.07
Bill	04/30/2020	2020144		2020144	7107.2 · Grd Level-Engineering	54.75
Bill	04/30/2020	2020145		2020145	7108.31 · Hydraulic Control - PBHSP	46,097.25
Bill	04/30/2020	2020146		2020146	7109.3 · Recharge & Well - Engineering	5,348.15
Bill	04/30/2020	2020147		2020147	7202.2 · Engineering Svc	450.80
Bill	04/30/2020	2020148		2020148	7206.1 · SB88 Specs-Ensure Compliance	7,199.95
Bill	04/30/2020	2020149		2020149	7303 · PE3&5-Engineering	840.90
Bill	04/30/2020	2020150		2020150	7402 · PE4-Engineering	3,060.75
Bill	04/30/2020	2020151		2020151	7402.10 · PE4 - Northwest MZ1 Area Proj.	9,895.88
Bill	04/30/2020	2020152		2020152	7502 · PE6&7-Engineering	7,756.20
Bill	04/30/2020	2020153		2020153	7510 · PE6&7-IEUA Salinity Mgmt. Plan	18,885.39
Bill	04/30/2020	2020154		2020154	7511 · PE6&7-SAWBMPTask Force-50% IEU,	838.20
TOTAL						306,059.42
Bill Pmt -Check	05/19/2020	22163	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 · Bank of America Gen'l Ckg	
Bill	05/30/2020	XXXX-XXXX-XXXX-9341		Cloth face masks for office - Covid-19	6031.7 · Other Office Supplies	37.39
				SanDisk portable 1TB drive	6055 · Computer Hardware	149.53
				Toner for office printer	6031.7 · Other Office Supplies	38.78
				Toner for office printer, paper	6031.7 · Other Office Supplies	149.35
				Miscellaneous office supplies	6031.7 · Other Office Supplies	24.56
				Replace end-of-life OnSite Defibrillator	6031.7 · Other Office Supplies	751.32

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Type	Date	Num	Name	Memo	Account	Paid Amount
				Uniforms/jackets for field staff	6154 · Uniforms	498.99
				Face masks for office - Covid-19	6031.7 · Other Office Supplies	19.16
TOTAL						<u>1,669.08</u>
Bill Pmt -Check	05/19/2020	22164	CLEAN TECH SERVICES	8327	1012 · Bank of America Gen'l Ckg	
Bill	05/12/2020	8327		Window cleaning, hard water spot removal	6024 · Building Repair & Maintenance	391.50
TOTAL						<u>391.50</u>
Bill Pmt -Check	05/19/2020	22165	CORELOGIC INFORMATION SOLUTIONS	82018557	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2020	82018557		82018557	7103.7 · Grdwtr Qual-Computer Svc	62.50
				82018557	7101.4 · Prod Monitor-Computer	62.50
TOTAL						<u>125.00</u>
Bill Pmt -Check	05/19/2020	22166	DE HAAN, HENRY	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/09/2020	4/09 Ag Pool Mtg		4/09/20 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				4/09/20 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	04/17/2020	4/17 Special Ag Mtg		4/17/20 Special Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				4/17/20 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						<u>250.00</u>
Bill Pmt -Check	05/19/2020	22167	EMPOWER LAB	1437	1012 · Bank of America Gen'l Ckg	
Bill	05/13/2020	1437		Empower Lab-January/June 2020	6193 · Employee Training	6,450.00
TOTAL						<u>6,450.00</u>
Bill Pmt -Check	05/19/2020	22168	KUHN, BOB	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/09/2020	4/09 Appro Pool Mtg		4/09/20 Appropriative Pool meeting	6311 · Board Member Compensation	125.00
Bill	04/16/2020	4/16 Advisory Comm		4/16/20 Advisory Committee meeting	6311 · Board Member Compensation	125.00
Bill	04/21/2020	4/21 Board Agenda		4/21/20 Board Agenda call	6311 · Board Member Compensation	125.00
Bill	04/23/2020	4/23 Board Mtg		4/23/20 Board Meeting	6311 · Board Member Compensation	125.00
Bill	04/28/2020	4/28 Admin Mtg		4/28/20 Admin. Mtg. w/PK, Exec. Committee	6311 · Board Member Compensation	125.00
TOTAL						<u>625.00</u>
Bill Pmt -Check	05/19/2020	22169	LEGAL SHIELD	111802	1012 · Bank of America Gen'l Ckg	
Bill	05/14/2020	111802		Employee deductions - May 2020	60194 · Other Employee Insurance	177.35
TOTAL						<u>177.35</u>
Bill Pmt -Check	05/19/2020	22170	LUHDORFF & SCALMANINI	35967	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2020	35967		Chino Basin SY Analysis - through 4/26/20	6906.73 · OBMP-2020 Safe Yield Recalc	5,242.50
TOTAL						<u>5,242.50</u>

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	05/19/2020	22171	TELLEZ-FOSTER, EDGAR	Employee Expense Reimbursement	1012 · Bank of America Gen'I Ckg	
Bill	05/12/2020			Reimburse-ipad tripod	6031.7 · Other Office Supplies	32.61
				Reimburse-keyboard	6031.7 · Other Office Supplies	32.61
TOTAL						65.22
Bill Pmt -Check	05/19/2020	22172	VERIZON WIRELESS	9853919218	1012 · Bank of America Gen'I Ckg	
Bill	04/30/2020	9853919218		Acct #470810953-00001	6022 · Telephone	388.75
TOTAL						388.75
Bill Pmt -Check	05/19/2020	22173	WESTERN MUNICIPAL WATER DISTRICT	Board Member Compensation	1012 · Bank of America Gen'I Ckg	
Bill	04/21/2020	4/21 Budget Wkshp		4/21/20 Budget Workshop - Galleano	6311 · Board Member Compensation	125.00
Bill	04/23/2020	4/23 Board Mtg		4/23/20 Board meeting - Galleano	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	05/21/2020	22174	CUCAMONGA VALLEY WATER DISTRICT	Lease For Office Space	1012 · Bank of America Gen'I Ckg	
Bill	05/19/2020			Lease due on June 1, 2020	1422 · Prepaid Rent	7,093.14
TOTAL						7,093.14
P74 Bill Pmt -Check	05/21/2020	22175	FRONTIER COMMUNICATIONS	909-484-3890-050914-5	1012 · Bank of America Gen'I Ckg	
Bill	05/20/2020	9094843890050914-5		Office fax	6022 · Telephone	154.02
TOTAL						154.02
Bill Pmt -Check	05/21/2020	22176	GREAT AMERICA LEASING CORP.	27058395	1012 · Bank of America Gen'I Ckg	
Bill	05/20/2020	27058395		Invoice for April 2020 - standard payment	6043.1 · Ricoh Lease Fee	1,581.74
				Supply freight fee	6043.2 · Ricoh Usage & Maintenance Fee	8.57
TOTAL						1,590.31
Bill Pmt -Check	05/21/2020	22177	JOHN J. SCHATZ	Appropriative Pool Legal Services	1012 · Bank of America Gen'I Ckg	
Bill	04/30/2020			April 2020	8367 · Legal Service	31,900.00
TOTAL						31,900.00
Bill Pmt -Check	05/21/2020	22178	STAULA, MARY L	Retiree Medical	1012 · Bank of America Gen'I Ckg	
Bill	05/31/2020			Retiree Medical	60182.4 · Retiree Medical	30.72
TOTAL						30.72
Bill Pmt -Check	05/22/2020	ACH 052120	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'I Ckg	
General Journal	05/16/2020	05/16/2020	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 05/03/20-05/16/20	2000 · Accounts Payable	8,180.70
TOTAL						8,180.70
Bill Pmt -Check	05/27/2020	ACH 052720	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'I Ckg	

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Bill	05/01/2020	05/27/2020		Unfunded Accrued Liability-Plan 3299	60180 · Employers PERS Expense	6,655.12
TOTAL						6,655.12
Bill Pmt -Check	05/29/2020	22179	BROWNSTEIN HYATT FARBER SCHRECK		1012 · Bank of America Gen'l Ckg	
Bill	04/30/2020	801574		801574	6078 · BHFS Legal - Miscellaneous	36,296.55
Bill	04/30/2020	801575		GM Evaluation	6073 · BHFS Legal - Personnel Matters	538.65
				COVID-19 WC Questions	6073 · BHFS Legal - Personnel Matters	1,105.65
Bill	04/30/2020	801576		801576	6907.34 · Santa Ana River Water Rights	1,542.60
Bill	04/30/2020	801577		801577	6275 · BHFS Legal - Advisory Committee	1,069.20
Bill	04/30/2020	801578		801578	6375 · BHFS Legal - Board Meeting	4,155.30
Bill	04/30/2020	801579		801579	8375 · BHFS Legal - Appropriative Pool	1,425.60
Bill	04/30/2020	801580		801580	8475 · BHFS Legal - Agricultural Pool	1,247.40
Bill	04/30/2020	801581		801581	8575 · BHFS Legal - Non-Ag Pool	1,247.40
Bill	04/30/2020	801582		801582	6071 · BHFS Legal - Court Coordination	1,538.10
Bill	04/30/2020	801583		801583	6077 · BHFS Legal - Party Status Maint	3,803.40
Bill	04/30/2020	801584		801584	6907.38 · Reg. Water Quality Cntrl Board	89.10
Bill	04/30/2020	801585		801585	6907.39 · Recharge Master Plan	356.40
Bill	04/30/2020	801586		801586	6907.41 · Prado Basin Habitat Sustain	980.10
Bill	04/30/2020	801587		801587	6907.45 · OBMP Update	13,169.70
Bill	04/30/2020	801588		801588	6907.47 · 2020 Safe Yield Reset	45,362.70
Bill	04/30/2020	801589		801589	6078.25 · Ely 3 Basin Investigation	128.70
TOTAL						114,056.55
Bill Pmt -Check	05/29/2020	22180	STANDARD INSURANCE CO.	Policy # 00-649299-0009	1012 · Bank of America Gen'l Ckg	
Bill	05/26/2020	006492990009		Policy # 00-649299-0009	60191 · Life & Disab.Ins Benefits	903.53
TOTAL						903.53
Bill Pmt -Check	05/29/2020	22181	UNITED HEALTHCARE	052534978654	1012 · Bank of America Gen'l Ckg	
Bill	05/26/2020	052534978654		Dental Insurance Premium - June 2020	60182.2 · Dental & Vision Ins	805.17
TOTAL						805.17
Bill Pmt -Check	05/29/2020	22182	VANDEN HEUVEL, GEOFFREY	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2020	4/30 SY Workshop		4/30/20 Safe Yield Workshop	8411 · Ag Pool Member Compensation	25.00
				4/30/20 Safe Yield Workshop	8470 · Ag Meeting Attend -Special	100.00
Bill	05/08/2020	5/08 Special Ag Mtg		5/08/20 Special Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				5/08/20 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	05/14/2020	5/14 Ag Pool Mtg		5/14/20 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				5/14/20 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	05/22/2020	5/22 Special Ag Mtg		5/22/20 Special Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				5/22/20 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00

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Type	Date	Num	Name	Memo	Account	Paid Amount
TOTAL						500.00
Bill Pmt -Check	05/29/2020	22183	VERIZON WIRELESS	9854518111	1012 · Bank of America Gen'l Ckg	
Bill	05/26/2020	9854518111		Acct #642073270-00001	7103.7 · Grdwtr Qual-Computer Svc	134.04
TOTAL						134.04
Bill Pmt -Check	05/29/2020	22184	ACCENT COMPUTER SOLUTIONS, INC.	135655	1012 · Bank of America Gen'l Ckg	
Bill	06/01/2020	135655		Monthly service - June 2020	6052.4 · IT Managed Services	3,584.48
				Overwatch - June 2020	6052.5 · IT Data Backup/Storage	616.02
				Omni Cloud - June 2020	6052.5 · IT Data Backup/Storage	134.84
				Office 365 subscriptions / Business Premium - Jun	6052.4 · IT Managed Services	172.51
				Image Office Storage (per GB, per month)	6052.5 · IT Data Backup/Storage	659.67
TOTAL						5,167.52
Bill Pmt -Check	05/29/2020	22185	READY REFRESH BY NESTLE	0023230253	1012 · Bank of America Gen'l Ckg	
Bill	05/28/2020	0023230253		Office Water Bottle - May 2020	6031.7 · Other Office Supplies	22.37
TOTAL						22.37
P76 Bill Pmt -Check	05/29/2020	22186	TOM DODSON & ASSOCIATES	CB271 20-5	1012 · Bank of America Gen'l Ckg	
Bill	05/28/2020	CB271 20-5		May 2020 - OBMP Update PEIR	6908.1 · 2020 OBMP Update-Dodson & Assoc	21,540.37
TOTAL						21,540.37
Bill Pmt -Check	05/29/2020	22187	VISION SERVICE PLAN	00-101789-0001	1012 · Bank of America Gen'l Ckg	
Bill	05/28/2020	00101789		Vision Insurance Premium - June 2020	60182.2 · Dental & Vision Ins	93.83
TOTAL						93.83
					Total Disbursements:	706,572.12

CHINO BASIN WATERMASTER

- I. **CONSENT CALENDAR**
- C. **2019 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 25, 2020
TO: Board Members
SUBJECT: 2019 Annual Report of the Prado Basin Habitat Sustainability Committee
(Consent Calendar Item I.C.)

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 4th Annual Report for Water Year 2019.

Recommendation: Receive and file as presented

Financial Impact: No impact.

Future Consideration

Watermaster Board: June 25, 2020: Receive and file [Within WM Duties and Powers]

ACTIONS:

Appropriative Pool: June 11, 2020: Unanimously recommended Advisory Committee to recommend the Watermaster Board to receive and file.

Non-Agricultural Pool: June 11, 2020: Unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem appropriate.

Agricultural Pool: June 11, 2020: Unanimously recommended Advisory Committee to recommend the Watermaster Board to receive and file.

Advisory Committee: June 18, 2020: Unanimously recommended to the Watermaster Board to receive and file.

Watermaster Board: June 25, 2020:

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, 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. Annual reports are prepared to document: monitoring and modeling activities, the analysis and interpretation of the monitoring and modeling results, and recommendations for changes to the PBHSP.

The item was presented to the three Pools and was unanimously recommended for Advisory Committee to recommend the Watermaster Board to receive and file. The Advisory Committee considered this item and unanimously recommended the Watermaster Board to receive and file.

DISCUSSION

The Annual Report for WY 2019 is the fourth 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, 2019 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 2019 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 draft Annual Report for Water Year (WY) 2019 was published and distributed on April 29, 2020. Watermaster and IEUA presented the draft report to members of the PBHSC at a meeting on May 13, 2020. A fourteen-day comment period was provided, and no comments were received.

The Report's Main Findings and Recommendations:

The main interpretations and findings of the PBHSC Annual Report for WY 2019 are:

- The quality of riparian habitat experienced a general increase in greenness across most of the Prado Basin from 2018 to 2019.
- The Prado Basin experienced a prolonged dry period and a warming trend over the last 21 years, and from 2015 to 2018, the NDVI declined across much of the Prado Basin. During WY 2019, the area experienced above-average precipitation and slightly lower temperatures. These cooler, wetter conditions are likely a contributing cause of the observed increases in NDVI and the greening of riparian habitat from 2018 to 2019.
- Stream discharge in Chino Creek, Mill Creek, and the SAR increased during the 2019 growing season compared to the previous seven years. These increases in stream discharge are likely a contributing cause of the observed greening of riparian habitat from 2018 to 2019.
- There has been a significant decrease in the presence of an invasive beetle within the riparian habitat and a reduction in the percentage of stressed trees across the Prado Basin. These observations indicate that the reduced presence of the beetle in 2019 is a possible a contributing cause of the observed greening of riparian habitat from 2018 to 2019.
- Groundwater levels have remained relatively stable and within their historical range of short-term and long-term variability and are therefore not the likely cause of the observed greening of riparian habitat from 2018 to 2019. In addition, the PBHSP has recognized no trend in degradation of the riparian habitat that is contemporaneous with decreasing groundwater levels during Peace II Agreement implementation.
- The most recent Chino Basin groundwater-model projections indicate two areas within the Prado Basin where groundwater levels are projected to decline during 2018-2030: the northernmost reaches of Mill Creek and the SAR. These projected declines in groundwater levels are expected to be minor (< 3 ft) and based on the current (2019) depth to groundwater in these areas, are not a major concern for the prospective loss of riparian habitat.
- Monitoring, analysis, and reporting program should continue, and to the extent possible, should be planned and performed in collaboration with the OCWD (and others) to achieve efficiencies.
- No mitigation measures are recommended as necessary at this time.

ATTACHMENTS

1. 2019 Annual Report of the Prado Basin Habitat Sustainability Committee
<https://cbwm.syncedtool.com/shares/file/3f49b5effc55ae/>

I. CONSENT CALENDAR

**C. 2019 ANNUAL REPORT OF THE PRADO BASIN HABITAT
SUSTAINABILITY COMMITTEE**

Click on this [link](#) for the 2019 Annual Report of the Prado Basin
Habitat Sustainability Committee

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

PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: June 25, 2020

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 43rd Annual Report (Fiscal Year 2019/20). 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: Cost breakdown and Not to Exceed of \$21,175 are shown in the Scope of Work. This item was included in the approved Fiscal Year 2020/2021 budget.

Future Consideration

Watermaster Board – June 25, 2020: Approve and authorize the General Manager to execute the contract on behalf of Watermaster

ACTIONS:

Watermaster Board – June 25, 2020:

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

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 the 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 26th Annual Report in 2002 and plans to continue the relationship. RCC provides additional research, writing, optimizing 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 40th 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 related to the 43rd Annual Report are shown in the Scope of Work (Addendum A) – (Attachment 2). All costs for the 43rd Annual Report are included in the approved Fiscal Year 2020/21 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 25, 2020 (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. The Parties acknowledge that the Services are outside the normal scope of the Watermaster’s business, but that RCC is customarily engaged in providing such Services to third parties such as the Watermaster. 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, pandemics, diseases, measures of any governmental authority, 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

Watermaster



By: _____

Martin Rauch

By: _____

Peter Kavounas

Its: _____

President

Its: _____

General Manager

Email: _____

martin@rauchcc.com

Email: _____

pkavounas@cbwm.org

Date: _____

6/11/2020

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, 2020 **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 43rd Annual Report. It includes 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 42nd Annual Report as well as an additional recommended change regarding editing of text (see 5 below).

RESEARCH AND OUTLINING OF INFORMATION

Kickoff meeting. RCC will participate with staff and the engineer to review key actions, themes and messages contained within the staff narrative. It is ideal if the General Manager can participate in the kickoff meeting; if not, we will seek to obtain the General Manager's comments as early in the process as possible.

1. Coordinate with staff to gather information, review questions, etc.
2. Review background documents and develop a detailed outline of actions during the year, from the State of the Basin Report, Status Reports, Agendas and Minutes, and other reports and studies, as well as any other documents suggested by staff.
3. Collect, research and evaluate photos. RCC will suggest photo needs to CBWM and evaluate photos provided by staff for suitability. RCC will also search its own photo collection as well as royalty free collections it subscribes to.

WRITING AND EDITING

4. 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.
5. Coordinate review and editing with client. In the past, we have carried out most of the review and editing process within the designed version. The benefit of editing within the designed version is that it clearly shows at all times how the words and graphics fit and look on the page. However, editing this way is laborious, requiring note boxes and arrows in Acrobat that must then be translated into the designed version by the designer, and then proofed. This year, we are suggesting an optional process in which we would extend the review process within Word as long as possible. This would involve editing the initial text version in word until we have a solid draft as usual. We would then develop an initial version in the design software (at the same point in the editing process as in the past) to establish what fits, photo needs, the colors and look of the document. Instead of continuing to edit within the design version we translate the text to Word continuing with the edit and review process in Word until late in the process,

when a near-final designed version would be prepared for final edits.

6. Dedicated Proof Reading. To ensure quality control, we will continue the use of a dedicated proof reader at a minimum of three points: at the end of the initial writing process just before design; when there is deemed to be a first complete draft, before the second designed draft is developed; and of the entire book (including appendices) just before printing.

APPENDICES

7. Update Current Appendices. Rauch Communication Consultants (RCC) has identified the final version of each appendix from the 42nd Annual Report, which includes all approved edits and formatting. These files will be uploaded to the secure password protected RCC server Egnyte, creating a clean starting point for the 43rd Annual Report. RCC will provide all team members login and edit capabilities. Any updates should be made to these original files using the version control naming convention from last year, which will be reviewed before we begin. This method will eliminate emailing files and the possibility of updating an earlier version. It will keep files secure and preserve the integrity of formatting and data. It will also ensure we all have access to the most current version.

Late in the program, CBWM will advise RCC when all appendix files are completed. RCC will then produce an unframed PDF draft of the entire appendices for review. CBWM will review and provide any final edits to RCC.

8. 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 will provide minor formatting to ensure pages break appropriately to fill pages as closely as reasonably possible, footers align and font sizes are consistent (where practical), and to ensure left-right spreads are maintained as appropriate. Any additional steps would be charged on a time and materials basis.

GOVERNANCE SECTION

9. Similarly, the Governance section will 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

10. 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 a not to exceed time and materials amount of \$21,175. We estimate that editing more extensively via Word versus through PDFs of the designed document along with avoiding edits to the framed versions of the appendices could, potentially, decrease labor costs by up to five to ten hours below the not-to-exceed amount.

COST ESTIMATE DETAILS

CBWM 43RD ANNUAL REPORT		Senior Consultant	Admin + Production	Writing, Research	Graphic Design	SUB-TOTALS
	Hourly Rate	\$175	\$70	\$70	\$105	
Step 1	Hours	8	0	20	0	28
Research and Coordination	Dollars	\$1,400	\$0	\$1,400	\$0	\$2,800
Step 2	Hours	40	4	12	0	56
Outline, write, edit, proof document	Dollars	\$7,000	\$280	\$840	\$0	\$8,120
Step 3	Hours	6	2	0	50	58
Graphic design, select and choose photos, frame appendices	Dollars	\$1,050	\$140	\$0	\$5,250	\$6,440
Step 4	Hours	6	10	7	15	38
Review, comment and insert appendices with consistent formatting	Dollars	\$1,050	\$700	\$490	\$1,575	\$3,815
	Total Dollars	\$10,500	\$1,120	\$2,730	\$6,825	\$21,175

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. Subject to the terms of the Professional Public Outreach Service Agreement, 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,



Martin Rauch, Principal Consultant
Rauch Communication Consultants, Inc.

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
Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: June 25, 2020

TO: Board Members

SUBJECT: Professional Services Agreement Between Applied Computer Technologies and Chino Basin Watermaster (Consent Calendar Item I.E.)

SUMMARY

Issue: Watermaster intends to renew the annual professional services agreement with Applied Computer Technologies to provide continuing software development and database administrator services. Applied Computer Technologies has been providing services to Watermaster since 2001.

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

Financial Impact: The FY 2020/21 budget (which includes account number 6052.2 in the amount of \$48,000) was approved by the Board on May 28, 2020. The contract expense of \$46,200 has been funded within the FY 2020/21 budget.

Future Consideration

Watermaster Board – June 25, 2020: Approve and authorize the General Manager to execute the contract on behalf of Watermaster [Normal Course of Business]

ACTIONS:

Watermaster Board – June 25, 2020:

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 2020/21, Watermaster intends to enter into another one-year professional services agreement with Applied Computer Technologies (Attachment 1). A formal contract for each fiscal year will memorialize the description 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

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, 2020 to June 30, 2021 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 2020/21 ongoing services have been included in the approved FY 2020/21 budget.

ATTACHMENTS

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

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 25th day of June, 2020 (the "Effective Date").

1. Term of Agreement. This Agreement will terminate June 30, 2021 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 \$3,850.00 per month, for a total amount of \$46,200.00 over the Term of the Agreement ("Costs").
 - b. Expenses. 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 ("Expenses").
 - c. Method of Payment.
 - i. Consultant must 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 hours spent on each task, itemization of any reimbursable 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. 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 Costs and Expenses relating to Services which 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 of Costs and Expenses incurred up to the date of termination, 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
1021 Anacapa Street, 2nd Floor
Santa Barbara, California 93101
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, pandemics, diseases, measures of any governmental authority, 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.

- I. 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

DRAFT

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.

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

June 11, 2020

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, 2020 to June 30, 2021

Dear Mr. Joswiak,

I am pleased to offer continuing software development and database administrator services for Chino Basin Watermaster for the 2020-2021 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 will be identified in coordination with Watermaster staff. The anticipated time for this work is approximately eight hours per week. In addition, we 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. The monthly rate for this service is \$3,850 which includes labor, travel, and miscellaneous costs.

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

Thank you.



Susan M. Knowlton
President, Applied Computer Technologies

CHINO BASIN WATERMASTER

- I. CONSENT CALENDAR**
- F. FISCAL YEAR 2020/21 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 25, 2020
TO: Board Members
SUBJECT: FY 2020/21 Pay Schedule (Consent Calendar Item I.F.)

SUMMARY

Issue: A Pay Schedule for FY 2020/21 needs to be adopted.

Recommendation: Adopt the FY 2020/21 Pay Schedule.

Financial impact: The salary costs according to the recommended Pay Schedule for the ten budgeted Watermaster positions are included in the FY 2020/21 Watermaster Budget of \$9,007,955. The Approved FY 2020/21 budget was adopted by the Watermaster Board on May 28, 2020.

Future Consideration
Watermaster Board – June 25, 2020: Adopt (Normal Course of Business)

ACTIONS:
June 25, 2020 – 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 27, 2019, the Watermaster Board approved the FY 2019/20 Pay Schedule and the FY 2019/20 Pay Schedule became effective on July 1, 2019. No other changes or adjustments to the FY 2019/20 Pay Schedule have been approved by the Watermaster Board. The FY 2019/20 Pay Schedule is posted on the Watermaster website using the following link:

<http://www.cbwm.org/docs/20190627%20-%20CBWM-Pay%20Schedule-FY2019-2020-Final.pdf>

DISCUSSION

For FY 2020/21, the attached Pay Schedule was used to develop the Watermaster salary expense of \$1,241,484, an integral portion of the labor budget. The fiscal year salary budget of \$1,241,484 was developed with ten full time employees and currently Watermaster employs ten full time employees. Please note the labor budget for FY 2020/21 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 2020/21 Pay Schedule includes recommendations made by the Personnel Committee during the meetings held on November 12, 2019 and February 20, 2020. The FY 2020/21 Pay Schedule does not include a 3.4% CPI increase (based upon January to January data). As a direct result of the COVID-19 pandemic, the ongoing economic uncertainty, along with very high unemployment numbers, Watermaster felt it was prudent to not increase salaries at the current time. Watermaster will re-evaluate the implementation of the 3.4% CPI increase in July 2020, and at the beginning of each quarter during the upcoming FY 2020/21. The process of using the CPI increase each year for salary increases has been consistent with the Personnel Committee policy for the last eight years. The calculated CPI increase for the FY 2020/21 Pay Schedule, if implemented, would be 3.4%.

Once adopted, the recommended FY 2020/21 Pay Schedule (which is the same schedule as adopted for FY 2019/20) will supersede the previously adopted FY 2019/20 Pay Schedule and will become effective on July 1, 2020. Chino Basin Watermaster will make the FY 2020/21 Pay Schedule publicly available by posting it to the Chino Basin Watermaster website www.cbwm.org under the Careers/Salary and Benefits section.

ATTACHMENT:

1. FY 2020/21 Pay Schedule – Effective July 1, 2020

**CHINO BASIN WATERMASTER
PAY SCHEDULE**

Revision Date: March 26, 2019

Pay Schedule Used for FY 2020/21 & FY 2019/20

Effective Date: July 1, 2020

Approved by Board:

POSITION	TYPE	MONTHLY													
		LOW							HIGH						
General Manager	1														
Chief Financial Officer	1														
		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	\$11,651.59	\$12,234.17	\$12,845.87	\$13,488.17	\$14,162.58	\$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	\$10,790.52	\$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	\$6,828.77	\$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	\$9,993.75	\$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	\$6,717.01	\$7,052.86	\$7,405.50
Accountant	3	\$27.10	\$28.45	\$29.88	\$31.37	\$32.94	\$34.59	\$36.32	\$4,697.19	\$4,932.05	\$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	\$4,123.06	\$4,329.22	\$4,545.68	\$4,772.96	\$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	\$3,507.41	\$3,682.78	\$3,866.92	\$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)

Note: FY 2019/20 Pay Schedule Approved by Board on June 27, 2019

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ATTACHMENT 1