

CHINO BASIN WATERMASTER



NOTICE OF MEETING

Thursday, June 24, 2021

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 24, 2021

11:00 a.m. – Watermaster Board Meeting

AGENDA

**CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING**

11:00 a.m. – June 24, 2021

Mr. Jim Curatalo – Chair

Mr. Jeff Pierson – Vice-Chair

Meeting Available by Remote Access Only*

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

OR

Conference Call: (872) 240-3311

Code: 703-404-805

AGENDA

CALL TO ORDER

FLAG SALUTE

ROLL CALL

PUBLIC COMMENTS

RECOGNITION AND TRIBUTE TO OUR DEAR FRIEND AND COLLEAGUE DON GALLEANO

AGENDA - ADDITIONS/REORDER

I. CONSENT CALENDAR

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

A. MINUTES

Approve as presented:

1. Minutes of the Watermaster Board Meeting held May 27, 2021

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of April 2021
2. Watermaster VISA Check Detail for the month of April 2021
3. Combining Schedule for the Period July 1, 2020 through April 30, 2021
4. Treasurer's Report of Financial Affairs for the Period April 1, 2021 through April 30, 2021
5. Budget vs. Actual Report for the Period July 1, 2020 through April 30, 2021
6. Cash Disbursements for May 2021 (Information Only)

C. APPLICATION: WATER TRANSACTION

Approve the proposed transaction:

The transfer of 500 acre-feet of water from the City of Chino to Monte Vista Water District.

D. APPLICATION: RECHARGE – CUCAMONGA VALLEY WATER DISTRICT

Approve Cucamonga Valley Water District's Application for Recharge and direct Watermaster staff to account for this supplemental water recharged in Cucamonga Valley Water District's existing Local Supplemental Storage account.

E. APPLICATION: LOCAL STORAGE AGREEMENT (ONAP)

Approve the proposed agreements on the condition that Watermaster's approval of Storage Agreements authorizing storage in excess of 500,000 acre-feet Safe Storage Capacity beyond June 30, 2021 are subject to Watermaster's further exercise of discretion to limit and reduce storage in accordance with the Peace Agreement.

F. REFUND OF PRIOR ASSESSED RECHARGE IMPROVEMENT PROJECT FUNDS

Adopt the refund of the carry-over monies for the previously assessed Recharge Improvement Projects Funds of \$1,234,582.42 with the upcoming November 2021 Assessment Package.

G. PROFESSIONAL SERVICES AGREEMENT BETWEEN RAUCH COMMUNICATION CONSULTANTS INC. AND CHINO BASIN WATERMASTER

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

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

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

I. FISCAL YEAR 2021/22 PAY SCHEDULE

Adopt the FY 2021/22 Pay Schedule.

II. BUSINESS ITEMS

A. 2020 ANNUAL REPORT OF THE PRADO BASIN HABITAT SUSTAINABILITY COMMITTEE

Receive and file.

B. AMENDMENT NUMBER 1 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT, GENERAL MANAGER

No recommendation. Public Board discussion, deliberation, and possible action on proposed employment agreement amendment.

III. REPORTS/UPDATES

A. LEGAL COUNSEL

1. San Bernardino County Superior Court Emergency Order
2. May 28, 2021 Hearing
3. June 25, 2021 Hearing
4. Kaiser Permanente Lawsuit

B. ENGINEER

1. 2020 State of the Basin: Groundwater Quality

C. CHIEF FINANCIAL OFFICER

1. Audit of Recharge O&M Expenses
2. FY 2020/21 Ongoing Auditing Activity by Fedak & Brown, LLP
3. Pool Budget Process, Approvals, and Invoicing

D. GENERAL MANAGER

1. Overlying (Agricultural) Pool Expenses Paid by Overlying (Non-Agricultural) Pool
2. Agricultural Pool Well Tax Discussion
3. Disadvantaged Communities
4. Other

IV. BOARD MEMBER COMMENTS

V. OTHER BUSINESS

VI. CONFIDENTIAL SESSION - POSSIBLE ACTION

Pursuant to Article II, Section 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

VII. FUTURE MEETINGS AT WATERMASTER*

06/24/21	Thu	11:00 a.m.	Watermaster Board
07/08/21	Thu	9:00 a.m.	Appropriative Pool Committee
07/08/21	Thu	11:00 a.m.	Non-Agricultural Pool Committee
07/08/21	Thu	1:30 p.m.	Agricultural Pool Committee
07/15/21	Thu	9:00 a.m.	Advisory Committee
07/15/21	Thu	9:30 a.m.	Recharge Investigations and Projects Committee (RIPComm)
07/22/21	Thu	11:00 a.m.	Watermaster Board

- * We are currently assessing and will hold in-person meetings in the future. Notification will be provided with future agendas/meeting notices. Please note that Confidential Session access will be sent to all Board Members separately.

ADJOURNMENT IN MEMORY OF DON GALLEANO

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

A. MINUTES (DRAFT)

1. Board Meeting held May 27, 2021

DRAFT MINUTES
CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING

May 27, 2021

The Watermaster Board meeting was held via GoToMeeting (conference call and web meeting) on May 27, 2021.

WATERMASTER BOARD MEMBERS PRESENT ON CALL

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

WATERMASTER BOARD MEMBERS ABSENT

Steve Elie	Inland Empire Utilities Agency
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WATERMASTER STAFF PRESENT ON CALL

Peter Kavounas	General Manager
Joseph Joswiak	Chief Financial Officer
Anna Nelson	Executive Services Director/Board Clerk
Justin Nakano	Water Resources Technical Manager
Frank Yoo	Water Resources Senior Associate
Janine Wilson	Senior Accountant
Vanessa Aldaz	Administrative Assistant

WATERMASTER CONSULTANTS PRESENT ON CALL

Scott Slater	Brownstein Hyatt Farber Schreck, LLP
Brad Herrema	Brownstein Hyatt Farber Schreck, LLP
Andy Malone	West Yost
Emily McCord	West Yost
Garrett Rapp	West Yost

OTHERS PRESENT ON CALL

Gino Filippi	Agricultural Pool – Crops
Bob Feenstra	Agricultural Pool – Dairy
John Huitsing	Agricultural Pool – Dairy
Geoffrey Vanden Heuvel	Agricultural Pool – Dairy
Larry Cain	Agricultural Pool – State of CA – CIM/CDCR
Pete Hall	Agricultural Pool – State of CA – CIM/CDCR
Marilyn Levin	Agricultural Pool – State of CA – DOJ
Brian Geye	California Speedway Corporation
Amanda Coker	City of Chino
Dave Crosley	City of Chino
Daniel Bobadilla	City of Chino Hills
Ron Craig	City of Chino Hills
Scott Burton	City of Ontario
Courtney Jones	City of Ontario
Chris Diggs	City of Pomona
Dave Commons	City of Upland
Nicole deMoet	City of Upland
Braden Yu	City of Upland
Luis Cetina	Cucamonga Valley Water District

Eduardo Espinoza
Mark Gibboney
Praseetha Krishnan
Randall Reed
Jiwon Seung
Tarren Torres
Ben Lewis
Jerry Burke
Christiana Daisy
Shivaji Deshmukh
Joel Ignacio
Steven Corrington
Justin Scott-Coe
Justin Scott-Coe
Jeff Davis
Brian Lee
John Lopez
Todd Minten
David De Jesus
Mathew Litchfield
Mike Gardner
Craig Miller
Richard Rees

Cucamonga Valley Water District
Cucamonga Valley Water District
Cucamonga Valley Water District
Cucamonga Valley Water District
Cucamonga Valley Water District
Egoscue Law Group, Inc.
Golden State Water Company
Inland Empire Utilities Agency
Inland Empire Utilities Agency
Inland Empire Utilities Agency
Inland Empire Utilities Agency
MIH Water Treatment Inc.
Monte Vista Irrigation Company
Monte Vista Water District
Provost & Pritchard Consulting Group
San Antonio Water Company
Santa Ana River Water Company
Santa Ana River Water Company
Three Valleys Municipal Water District
Three Valley Municipal Water District
Western Municipal Water District
Western Municipal Water District
Wood plc

CALL TO ORDER

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

FLAG SALUTE

ROLL CALL

(0:03:45) Ms. Wilson conducted the roll call and announced that a quorum was 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 22, 2021

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of March 2021
2. Watermaster VISA Check Detail for the month of March 2021
3. Combining Schedule for the Period July 1, 2020 through March 31, 2021

4. Treasurer's Report of Financial Affairs for the Period March 1, 2021 through March 31, 2021
5. Budget vs. Actual Report for the Period July 1, 2020 through March 31, 2021
6. Cash Disbursements for April 2021 (Information Only)

C. APPLICATION: WATER TRANSACTION

Approve the proposed transaction:

The purchase of 7,500 acre-feet of water from Cucamonga Valley Water District by Fontana Water Company. This purchase is made from Cucamonga Valley Water District's Annual Production Right.

(0:09:45) A roll call vote was taken.

Motion by Mr. Michael Camacho, seconded by Vice-Chair Jeff Pierson, and passed by unanimous roll call vote as attached to these minutes.

Moved to approve the Consent Calendar as presented.

II. BUSINESS ITEMS

A. FIRST AMENDMENT TO TASK ORDER NO. 9

Approve the amendment to Task Order No. 9 increasing the total budgeted cost as presented and authorize the General Manager to execute the amendment on behalf of Watermaster, subject to any necessary non-substantive changes.

(0:12:28) Mr. Kavounas gave a report.

(0:14:58) Chair Curatalo commended IEUA and Watermaster for a job well done.

(0:16:50) A roll call vote was taken.

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

Moved to approve Business Item II.A., First Amendment to Task Order No. 9, as presented.

B. LOCAL STORAGE LIMITATION SOLUTION

Adopt Resolution 2021-03 finding that a proposed order be filed with and adopted by the Court regarding the management and administration of volumes of stored water exceeding 500,000 acre-feet up to a maximum of 700,000 acre-feet.

(0:18:46) Mr. Kavounas gave a report. A discussion ensued.

(0:25:52) Mr. Vanden Heuvel offered comments as a member of the public. Further discussion ensued.

(0:36:36) A motion was introduced by Mr. Rogers and seconded by Mr. Kuhn seconded. Further discussion ensued.

(0:43:02) A roll call vote was taken.

Motion by Mr. Peter Rogers, seconded by Mr. Bob Kuhn, and passed by unanimous roll call vote as attached to these minutes.

Moved to adopt Resolution 2021-03 as presented and authorize counsel to file the motion with the Court.

C. FISCAL YEAR 2021/22 APPROVED BUDGET

Adopt the budget approved by the Advisory Committee and direct staff to take two amendments (Support Implementation of the Safe Yield Court Order and Develop a Subsidence Management Plan for Northwest MZ-1) through the Watermaster process in June.

(0:44:28) Mr. Kavounas introduced the item and handed it off to Mr. Joswiak who gave a presentation. A discussion ensued.

(1:02:49) A motion was introduced by Mr. Camacho and seconded by Mr. Rogers. Further discussion ensued.

(1:06:05) A roll call vote was taken.

Motion by Mr. Michael Camacho, seconded by Mr. Peter Rogers, and passed by majority roll call vote as attached to these minutes.

Moved to adopt the budget approved by the Advisory Committee and direct staff to take two amendments (Support Implementation of the Safe Yield Court Order and Develop a Subsidence Management Plan for Northwest MZ-1) through the Watermaster process in June.

Mr. Kuhn voted against the motion.

III. REPORTS/UPDATES

A. LEGAL COUNSEL

1. San Bernardino County Superior Court Emergency Order
2. April 30, 2021 Hearing
3. May 28, 2021 Hearing
4. Kaiser Permanente Lawsuit

(1:07:18) Mr. Slater gave a report.

B. ENGINEER

1. 2020 State of the Basin: Groundwater Levels

(1:15:05) Mr. Malone introduced the item and handed off to Ms. McCord (West Yost staff) who gave a presentation.

C. CHIEF FINANCIAL OFFICER

None

D. GENERAL MANAGER

1. Overlying (Agricultural) Pool Expenses Paid by Overlying (Non-Agricultural) Pool
2. Disadvantaged Communities O&M grant fund opportunities
3. Other

(1:27:03) Mr. Kavounas gave a report on Item 1, Overlying (Agricultural) Pool Expenses Paid by Overlying (Non-Agricultural) Pool, and a presentation on Item 2, the Disadvantaged Communities O&M grant funding opportunities. A discussion ensued.

IV. BOARD MEMBER COMMENTS

(1:35:05) Mr. Camacho thanked the Board for having him today.

(1:35:30) Mr. Hofer commented on the Agricultural Pool's constant concern at the condition of the Basin.

(1:35:50) Vice-Chair Pierson commented on the issues of storage raised by Mr. Vanden Heuvel and requested, as a report or actual ajenized item, an assembling of information so the Board may understand the dynamics of storage. Mr. Curatalo directed staff to meet with Messrs. Pierson and Vanden Heuvel to determine what material would be responsive to the topic.

(1:42:16) Chair Curatalo commented on Board interaction and read the Watermaster mission statement.

V. OTHER BUSINESS

(1:45:44) Mr. Schatz offered public comments. A discussion ensued.

VI. CONFIDENTIAL SESSION - POSSIBLE ACTION

Pursuant to Article II, Section 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.

Chair Curatalo called for a confidential session at 12:55 p.m. to discuss the following:

1. Tentative Ruling re Appropriative Pool Members' Motion re Overlying (Agricultural) Pool Expenses
2. General Manager Performance Evaluation

(1:53:14) Confidential session concluded at 1:55 p.m. with no reportable action.

ADJOURNMENT

Chair Curatalo adjourned the Watermaster Board meeting at 1:56 p.m.

Secretary: _____

Approved: _____

Attachments:

1. 20210527 Roll Call Vote Outcome

Attachment 1 to 20210527 Watermaster Board Meeting Minutes

May 27, 2021 Watermaster Board Meeting Roll Call Vote Outcome

Member	Alternate	Consent Calendar	Business Item II.A.	Business Item II.B.	Business Item II.C.
Bowcock, Bob Elie, Steve		yes	yes	yes	yes
	Camacho, Michael	yes	yes	yes	yes
Folsom, Betty		yes	yes	yes	yes
Galleano, Don		yes	yes	yes	yes
Hofer, Paul		yes	yes	yes	yes
Kuhn, Bob, Secretary/Treasurer		yes	yes	yes	no
Pierson, Jeff, Vice-Chair		yes	yes	yes	yes
Rogers, Peter		yes	yes	yes	yes
Curatalo, James, Chair		yes	yes	yes	yes
OUTCOME:		Passed Unanimously	Passed Unanimously	Passed Unanimously	Passed by Majority

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of April 2021
2. Watermaster VISA Check Detail for the month of April 2021
3. Combining Schedule for the Period July 1, 2020 through April 30, 2021
4. Treasurer's Report of Financial Affairs for the Period February 1, 2021 through February 28, 2021
5. Budget vs. Actual Report for the Period July 1, 2020 through April 30, 2021
6. Cash Disbursements for May 2021 (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 24, 2021
TO: Board Members
SUBJECT: Cash Disbursement Report - Financial Report B1 (April 30, 2021)
(Consent Calendar Item I.B.1.)

SUMMARY

Issue: Record of Cash Disbursements for the month of April 2021.

Recommendation: Receive and file Cash Disbursements for April 2021 as presented.

Financial Impact: Funds disbursed were included in the FY 2020/21 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 24, 2021: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – June 10, 2021: Received and filed

Non-Agricultural Pool – June 10, 2021: Moved unanimously to receive and file, without approval

Agricultural Pool – June 10, 2021: Received and filed

Advisory Committee – June 17, 2021: Received and filed

Watermaster Board – June 24, 2021:

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 2021 were \$533,899.03.

The most significant expenditures during the month were to West Yost Associates in the amount of \$162,811.91 (check number 22754 dated April 8, 2021); and Brownstein Hyatt Farber Schreck in the amount of \$96,148.75 (check number 22790 dated April 21, 2021).

ATTACHMENTS

1. Financial Report – B1

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2021

Type	Date	Num	Name	Memo	Account	Paid Amount
General Journal	04/03/2021	04/03/2021	Payroll and Taxes for 03/21/21-04/03/21	Payroll and Taxes for 03/21/21-04/03/21	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 03/21/21-04/03/21	1012 · Bank of America Gen'l Ckg	30,867.19
				Payroll and Taxes for 03/21/21-04/03/21	1012 · Bank of America Gen'l Ckg	10,908.89
			ICMA-RC	457(f) EE Deductions for 03/21/21-04/03/21	1012 · Bank of America Gen'l Ckg	5,759.32
			ICMA-RC	401(a) EE Deductions for 03/21/21-04/03/21	1012 · Bank of America Gen'l Ckg	1,648.79
TOTAL						49,184.19
Bill Pmt -Check	04/05/2021	ACH 040521	CALPERS	1394905143	1012 · Bank of America Gen'l Ckg	
Bill	04/01/2021	1394905143		Medical Insurance Premiums - April 2021	60182.1 · Medical Insurance	11,326.80
TOTAL						11,326.80
Bill Pmt -Check	04/08/2021	22754	WEST YOST		1012 · Bank of America Gen'l Ckg	
Bill	02/28/2021	2044169		2044169	6906.31 · OBMP-Pool, Adv. Board Mtgs	9,614.75
Bill	02/28/2021	2044170		2044170	6906.32 · OBMP-Other General Meetings	7,643.25
Bill	02/28/2021	2044171		2044171	6906.71 · OBMP-Data Req.-CBWM Staff	2,958.50
Bill	02/28/2021	2044172		2044172	6906.72 · OBMP-Data Req.-Non CBWM Staff	1,467.00
Bill	02/28/2021	2044173		2044173	6906.23 · SGMA Reporting Requirements	4,977.50
Bill	02/28/2021	2044174		2044174	6906 · OBMP Engineering Services	1,417.50
Bill	02/28/2021	2044175		2044175	6906.1 · OBMP-Watermaster Model Update	1,775.75
Bill	02/28/2021	2044176		2044176	6906.24 · Compliance-SWRCB	1,906.50
Bill	02/28/2021	2044177		2044177	6906.26 · 2020 OBMP Update	9,349.75
Bill	02/28/2021	2044178		2044178	6906.73 · OBMP-2020 Safe Yield Recalc	4,076.75
Bill	02/28/2021	2044179		2044179	6906.21 · State of the Basin Report	25,333.00
Bill	02/28/2021	2044180		2044180	6906.15 · Integrated Model Mtgs-IEUA Cost	936.50
Bill	02/28/2021	2044181		2044181	7103.3 · Grdwtr Qual-Engineering	5,602.54
Bill	02/28/2021	2044182		2044182	7104.3 · Grdwtr Level-Engineering	16,810.95
Bill	02/28/2021	2044183		2044183	7107.2 · Grd Level-Engineering	5,414.79
				Guida Surveying Inc.	7107.6 · Grd Level-Contract Svcs	1,832.88
Bill	02/28/2021	2044184		2044184	7107.2 · Grd Level-Engineering	4,467.00
Bill	02/28/2021	2044185		2044185	7402 · PE4-Engineering	13,053.50
Bill	02/28/2021	2044186		2044186	7402.10 · PE4 - Northwest MZ1 Area Proj.	4,948.75
Bill	02/28/2021	2044187		2044187	7108.31 · Hydraulic Control - PBHSP	10,238.50
Bill	02/28/2021	2044188		2044188	7109.3 · Recharge & Well - Engineering	4,775.75
Bill	02/28/2021	2044189		2044189	7111.3 · Data Collection & Mgmt-Eng. Ser	999.50
Bill	02/28/2021	2044190		2044190	7202.2 · Engineering Svc	4,805.00
Bill	02/28/2021	2044191		2044191	7206.1 · SB88 Specs-Ensure Compliance	2,980.25
Bill	02/28/2021	2044192		2044192	7210 · OBMP - 2023 RMPU	1,316.25
Bill	02/28/2021	2044193		2044193	7502 · PE6&7-Engineering	7,693.75
Bill	02/28/2021	2044194		2044194	7510 · PE6&7-IEUA Salinity Mgmt. Plan	6,087.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2021

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	02/28/2021	2044195		2044195	7511 · PE6&7-SAWBMPTask Force-50% IEU	328.75
TOTAL						162,811.91
Bill Pmt -Check	04/08/2021	ACH 040821	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	04/03/2021	04/03/2021	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 03/21/21-04/03/21	2000 · Accounts Payable	8,986.84
TOTAL						8,986.84
Bill Pmt -Check	04/09/2021	22755	GEYE, BRIAN	Non-Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	02/11/2021	2/11 Non Ag Pool Mtg		2/11/21 Non-Ag Pool Meeting	8511 · Non-Ag Pool Member Compensation	125.00
Bill	02/18/2021	2/18 Advisory Comm		2/18/21 Advisory Committee Meeting	8511 · Non-Ag Pool Member Compensation	125.00
Bill	02/18/2021	2/18 Bd Pool Chairs		2/18/21 Board Officers/Pool Chairs Meeting	8511 · Non-Ag Pool Member Compensation	125.00
Bill	02/25/2021	2/25 Board Mtg		2/25/21 Board Meeting	8511 · Non-Ag Pool Member Compensation	125.00
TOTAL						500.00
Bill Pmt -Check	04/09/2021	22756	ACCENT COMPUTER SOLUTIONS, INC.	142800	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	142800		Adobe Acrobat Pro DC for Teams - Licensing	6054 · Computer Software	611.64
TOTAL						611.64
Bill Pmt -Check	04/09/2021	22757	ACWA JOINT POWERS INSURANCE AUTHORITY	0665337	1012 · Bank of America Gen'l Ckg	
Bill	04/07/2021	0665337		Prepayment - May 2021	1409 · Prepaid Life, BAD&D & LTD	246.83
				April 2021	60191 · Life & Disab.Ins Benefits	246.83
TOTAL						493.66
Bill Pmt -Check	04/09/2021	22758	APPLIED COMPUTER TECHNOLOGIES	3312	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	3312		Database Consulting Services - March 2021	6052.2 · Applied Computer Technol	3,850.00
TOTAL						3,850.00
Bill Pmt -Check	04/09/2021	22759	BURRTEC WASTE INDUSTRIES, INC.	N2111891634	1012 · Bank of America Gen'l Ckg	
Bill	04/06/2021	N2111891634		Disposal Service - April 2021	6024 · Building Repair & Maintenance	135.72
TOTAL						135.72
Bill Pmt -Check	04/09/2021	22760	CASCADE DRILLING	12143323	1012 · Bank of America Gen'l Ckg	
Bill	03/26/2021	12143323		12143323	7104.8 · Grdwtr Level-Contracted Serv	3,665.00
TOTAL						3,665.00
Bill Pmt -Check	04/09/2021	22761	DE BOOM, NATHAN	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/11/2021	3/11 Ag Pool Mtg		3/11/21 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				3/11/21 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	03/31/2021	3/31 Special Ag Pool		3/31/21 Special Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				3/31/21 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2021

Type	Date	Num	Name	Memo	Account	Paid Amount
TOTAL						250.00
Bill Pmt -Check	04/09/2021	22762	EGOSCUE LAW GROUP, INC.	Ag Pool Legal Services	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	Services		Ag Pool Legal Services - March 2021	8467 · Ag Legal & Technical Services	42,387.50
TOTAL						42,387.50
Bill Pmt -Check	04/09/2021	22763	ELIE, STEVEN	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/25/2021	3/25 Board Mtg		3/25/21 Board Meeting	6311 · Board Member Compensation	125.00
Bill	03/26/2021	3/26 Court Hearing		3/26/21 Court Hearing	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	04/09/2021	22764	EMPOWER LAB	1780	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	1780		Empower Lab - March 2021	6193 · Employee Training	1,075.00
TOTAL						1,075.00
Bill Pmt -Check	04/09/2021	22765	FEDAK & BROWN LLP	Audit Services - Work in Progress	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021			March 2020	6062 · Audit Services	745.00
TOTAL						745.00
Bill Pmt -Check	04/09/2021	22766	FILIPPI, GINO	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/11/2021	3/11 Ag Pool Mtg		3/11/21 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				3/11/21 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	03/18/2021	3/18 Advisory Comm		3/18/21 Advisory Committee Meeting	8411 · Ag Pool Member Compensation	25.00
				3/18/21 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	03/23/2021	3/23 Budget Mtg		3/23/21 Budget Meeting	8411 · Ag Pool Member Compensation	25.00
				3/23/21 Budget Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	03/25/2021	3/25 Board Mtg		3/25/21 Board Meeting	8411 · Ag Pool Member Compensation	25.00
				3/25/21 Board Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	03/31/2021	3/31 Special Ag Pool		3/31/21 Special Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				3/31/21 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						625.00
Bill Pmt -Check	04/09/2021	22767	FOLSOM, BETTY	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/24/2021	3/24 Mtg w/Bd Chair		3/24/21 Meeting with Curatalo, Rogers	6311 · Board Member Compensation	125.00
Bill	03/25/2021	3/25 Board Mtg		3/25/21 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	04/09/2021	22768	GEYE, BRIAN	Non-Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/11/2021	3/11 Non Ag Pool		3/11/21 Non-Ag Pool Meeting	8511 · Non-Ag Pool Member Compensation	125.00
Bill	03/18/2021	3/18 Advisory Comm		3/18/21 Advisory Committee Meeting	8511 · Non-Ag Pool Member Compensation	125.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2021

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	03/18/2021	3/18 Bd Offcrrs/Chair		3/18/21 Board Officers / Pool Chairs Meeting	8511 · Non-Ag Pool Member Compensation	125.00
Bill	03/25/2021	3/25 Board Mtg		3/25/21 Board Meeting	8511 · Non-Ag Pool Member Compensation	125.00
Bill	03/26/2021	3/26 Court Hearing		3/26/21 Court Hearing	8511 · Non-Ag Pool Member Compensation	125.00
TOTAL						625.00
Bill Pmt -Check	04/09/2021	22769	HUITSING, JOHN	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/11/2021	3/11 Ag Pool Mtg		3/11/21 Ag Pool meeting	8411 · Ag Pool Member Compensation	25.00
				3/11/21 Ag Pool meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	03/31/2021	2/11 Ag Pool Mtg		2/11/21 Ag Pool meeting	8411 · Ag Pool Member Compensation	25.00
				2/11/21 Ag Pool meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	03/31/2021	3/31 Special Ag Pool		3/31/21 Special Ag Pool meeting	8411 · Ag Pool Member Compensation	25.00
				3/31/21 Special Ag Pool meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						375.00
Bill Pmt -Check	04/09/2021	22770	HUYNH, DAVID	Employee Reimbursement	1012 · Bank of America Gen'l Ckg	
Bill	04/07/2021			Safety boots for field work	6152 · Safety Shoes	155.11
TOTAL						155.11
Bill Pmt -Check	04/09/2021	22771	KUHN, BOB	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/02/2021	3/02 Admin Mtg		3/02/21 Administrative Mtg. at Watermaster	6311 · Board Member Compensation	125.00
Bill	03/08/2021	3/08 Exec Committee		3/08/21 Executive Committee meeting	6311 · Board Member Compensation	125.00
Bill	03/11/2021	3/11 Appro Pool Mtg		3/11/21 Appropriative Pool meeting	6311 · Board Member Compensation	125.00
Bill	03/16/2021	3/16 Exec Committee		3/16/21 Executive Committee meeting	6311 · Board Member Compensation	125.00
Bill	03/18/2021	3/18 Advisory Comm		3/18/21 Advisory Committee meeting	6311 · Board Member Compensation	125.00
Bill	03/19/2021	3/19 Admin Mtg		3/19/21 Check signature at Watermaster	6311 · Board Member Compensation	125.00
Bill	03/23/2021	3/23 Budget Mtg		3/23/21 Budget Meeting	6311 · Board Member Compensation	125.00
Bill	03/25/2021	3/25 Board Mtg		3/25/21 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						1,000.00
Bill Pmt -Check	04/09/2021	22772	MCCALL'S METER SALES & SERVICE	24418E	1012 · Bank of America Gen'l Ckg	
Bill	03/17/2021	24418E		24418E	7102.5 · Meter-Repair & Maint.	4,199.64
TOTAL						4,199.64
Bill Pmt -Check	04/09/2021	22773	PIETERSMA, RONALD	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/11/2021	3/11 Ag Pool Mtg		3/11/21 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				3/11/21 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	03/31/2021	3/31 Special Ag Pool		3/31/21 Special Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				3/31/21 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						250.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2021

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	04/09/2021	22774	PITNEY BOWES GLOBAL FINANCIAL SERVICE	3104661710	1012 · Bank of America Gen'l Ckg	
Bill	04/01/2021	3104661710		Lease payment	6044 · Postage Meter Lease	430.63
TOTAL						430.63
Bill Pmt -Check	04/09/2021	22775	PREMIERE GLOBAL SERVICES	30446249	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	30446249		Fee - General	6022 · Telephone	39.00
				Fee - Confidential	6022 · Telephone	39.00
				Call shortfalls	6022 · Telephone	78.00
				Service Fee	6022 · Telephone	28.20
				Minimum Commitment Debit	6022 · Telephone	103.05
TOTAL						287.25
Bill Pmt -Check	04/09/2021	22776	READY REFRESH BY NESTLE	0023230253	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	0023230253		Office Water Bottle - March 2021	6031.7 · Other Office Supplies	22.37
TOTAL						22.37
Bill Pmt -Check	04/09/2021	22777	ROGERS, PETER	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/24/2021	3/24 Mtg w/Bd Chair		3/24/21 Meeting with Curatalo and Folsom	6311 · Board Member Compensation	125.00
Bill	03/25/2021	3/25 Board Mtg		3/25/21 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	04/09/2021	22778	RR FRANCHISING, INC.	Janitorial Services	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	97838		Electrostatic spraying of office - Mar. 2021	6024 · Building Repair & Maintenance	355.00
Bill	03/31/2021	97837		Electrostatic spraying for office - Feb. 2021	6024 · Building Repair & Maintenance	355.00
Bill	04/01/2021	98010		Janitorial Monthly service - April 2021	6024 · Building Repair & Maintenance	915.00
TOTAL						1,625.00
Bill Pmt -Check	04/09/2021	22779	SPECTRUM BUSINESS	2031978032321	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	2031978032321		3/23/21-4/22/21	6053 · Internet Expense	804.52
TOTAL						804.52
Bill Pmt -Check	04/09/2021	22780	STATE COMPENSATION INSURANCE FUND	1970970-20	1012 · Bank of America Gen'l Ckg	
Bill	04/01/2021	1970970-20		Premium 3/26/21 - 4/26/21	60183 · Worker's Comp Insurance	514.25
TOTAL						514.25
Bill Pmt -Check	04/15/2021	22781	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	XXXX-XXXX-XXXX-9341		Miscellaneous office supplies	6031.7 · Other Office Supplies	230.26
				Miscellaneous office supplies	6031.7 · Other Office Supplies	27.31
				Miscellaneous office supplies	6031.7 · Other Office Supplies	44.27
				Replcement office chair	6036 · Minor Office Furniture	164.15

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2021

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
				Miscellaneous office supplies	6031.7 · Other Office Supplies	9.28
				Printer cartirdges	6031.7 · Other Office Supplies	436.98
				Printer cartridges	6031.7 · Other Office Supplies	76.44
				Printer cartridges	6031.7 · Other Office Supplies	76.44
				Registration for online course	6193.2 · Conference - Registration Fee	167.72
				Miscellaneous office supplies	6031.7 · Other Office Supplies	25.28
				Shirts for staff	6154 · Uniforms	77.61
				Renewal for Costco Business account	6111 · Membership Dues	150.95
				Annual billing for Kahoots software	6054 · Computer Software	51.82
				Shirts for staff	6154 · Uniforms	27.05
				Zoom account upgrade	6022 · Telephone	79.21
TOTAL						<u>1,644.77</u>
Bill Pmt -Check	04/15/2021	22782	CORELOGIC INFORMATION SOLUTIONS	82075063	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	82075063		March 2021	7103.7 · Grdwtr Qual-Computer Svc	62.50
				82075063	7101.4 · Prod Monitor-Computer	62.50
TOTAL						<u>125.00</u>
Bill Pmt -Check	04/15/2021	22783	FIRST LEGAL NETWORK LLC	40047501	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	40047501		Court filings for March 2021	6061.5 · Court Filing Services	294.02
TOTAL						<u>294.02</u>
Bill Pmt -Check	04/15/2021	22784	LEGAL SHIELD	111802	1012 · Bank of America Gen'l Ckg	
Bill	04/13/2021	111802		Employee deductions - April 2021	60194 · Other Employee Insurance	161.40
TOTAL						<u>161.40</u>
Bill Pmt -Check	04/15/2021	22785	LOEB & LOEB LLP	1942445	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	1942445		Non-Ag Pool Legal Services - March 2021	8567 · Non-Ag Legal Service	4,634.00
TOTAL						<u>4,634.00</u>
Bill Pmt -Check	04/15/2021	22786	EASTVALE DEVELOPMENT - PIERSON	Ag Pool and Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/01/2021	3/01 CC w/Pool Chair		3/01/21 Conference call w/Ag Pool Chair	8470 · Ag Meeting Attend -Special	125.00
Bill	03/02/2021	3/02 CC w/Pool Chair		3/02/21 Conf. call w/Ag Pool Chair, Counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	03/04/2021	3/04 GLMC Mtg		3/04/21 GLMC meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	03/08/2021	3/08 CC w/Pool Chair		3/08/21 Conference call w/Ag Pool Chair	8470 · Ag Meeting Attend -Special	125.00
Bill	03/09/2021	3/09 Admin Mtg		3/09/21 Admin. meeting with Board Officers	6311 · Board Member Compensation	125.00
Bill	03/10/2021	3/10 CC w/Pool Chair		3/10/21 Conf. call w/Ag Pool Chair, Counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	03/11/2021	3/11 Ag Pool Mtg		3/11/21 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	03/11/2021	3/11 CC w/Pool Chair		3/11/21 Conference call w/Ag Pool Chair	8470 · Ag Meeting Attend -Special	125.00
Bill	03/11/2021	3/11 Special Ag Mtg		3/11/21 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2021

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	03/16/2021	3/16 CC w/Pool Chair		3/16/21 Conf. call w/Ag Pool Chair, Counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	03/18/2021	3/18 Bd Officers		3/18/21 Board Officers and Pool Chairs mtg.	6311 · Board Member Compensation	125.00
Bill	03/18/2021	3/18 Advisory Comm		3/18/21 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	03/22/2021	3/22 Mediation		3/22/21 Court mandated mediation	8470 · Ag Meeting Attend -Special	125.00
Bill	03/23/2021	3/23 Bd Officers		3/23/21 Board Officers and GM meeting	6311 · Board Member Compensation	125.00
Bill	03/24/2021	3/24 CC w/Pool Chair		3/24/21 Conf. call w/Ag Pool Chair, Counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	03/25/2021	3/25 Board Mtg		3/25/21 Board meeting	6311 · Board Member Compensation	125.00
Bill	03/25/2021	3/25 cc w/Pool Chair		3/25/21 Conf. call w/Ag Pool Chair, Counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	03/26/2021	3/26 Court Hearing		3/26/21 Court Hearing	8470 · Ag Meeting Attend -Special	125.00
Bill	03/29/2021	3/29 CC w/Pool Chair		3/29/21 Conf. call w/Ag Pool Chair, Counsel	8470 · Ag Meeting Attend -Special	125.00
TOTAL						2,375.00
Bill Pmt -Check	04/15/2021	22787	RR FRANCHISING, INC.	98691	1012 · Bank of America Gen'l Ckg	
Bill	04/13/2021	98691		Electrostatic spraying of office - 04/10/21	6024 · Building Repair & Maintenance	355.00
TOTAL						355.00
Bill Pmt -Check	04/15/2021	22788	VERIZON WIRELESS	9876930056	1012 · Bank of America Gen'l Ckg	
Bill	04/13/2021	9876930056		Acct #470810953-00001	6022 · Telephone	316.69
TOTAL						316.69
Bill Pmt -Check	04/15/2021	22789	WESTERN MUNICIPAL WATER DISTRICT	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/25/2021	3/25 Board Mtg		3/25/21 Board meeting - Don Galleano	6311 · Board Member Compensation	125.00
TOTAL						125.00
Check	04/15/2021	04/15/2021	Service Charge	Service Charge	1012 · Bank of America Gen'l Ckg	
				Service Charge	6039.1 · Banking Service Charges	1,270.65
TOTAL						1,270.65
General Journal	04/16/2021	04/16/2021	ADP, LLC	ADP Tax Service for 03/20/21-578023984	1012 · Bank of America Gen'l Ckg	
				ADP Tax Service for 03/20/21-578023984	1012 · Bank of America Gen'l Ckg	155.50
				ADP Tax Service for 04/03/21-578023984	1012 · Bank of America Gen'l Ckg	155.50
TOTAL						311.00
General Journal	04/17/2021	04/17/2021	Payroll and Taxes for 04/04/21-04/17/21	Payroll and Taxes for 04/04/21-04/17/21	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 04/04/21-04/17/21	1012 · Bank of America Gen'l Ckg	30,732.51
				Payroll and Taxes for 04/04/21-04/17/21	1012 · Bank of America Gen'l Ckg	10,823.34
			ICMA-RC	457(f) EE Deductions for 04/04/21-04/17/21	1012 · Bank of America Gen'l Ckg	5,759.32
			ICMA-RC	401(a) EE Deductions for 04/04/21-04/17/21	1012 · Bank of America Gen'l Ckg	1,648.79
TOTAL						48,963.96

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2021

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	04/21/2021	22790	BROWNSTEIN HYATT FARBER SCHRECK		1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	840480		840480	6078 · BHFS Legal - Miscellaneous	34,477.65
Bill	03/31/2021	840481		840481	6073 · BHFS Legal - Personnel Matters	263.25
Bill	03/31/2021	840482		840482	6907.34 · Santa Ana River Water Rights	1,206.90
Bill	03/31/2021	840483		840483	6907.36 · Santa Ana River Habitat	801.90
Bill	03/31/2021	840484		840484	6275 · BHFS Legal - Advisory Committee	1,514.70
Bill	03/31/2021	840485		840485	6375 · BHFS Legal - Board Meeting	4,013.55
Bill	03/31/2021	840486		840486	8375 · BHFS Legal - Appropriative Pool	1,158.30
Bill	03/31/2021	840487		840487	8475 · BHFS Legal - Agricultural Pool	1,024.65
Bill	03/31/2021	840488		840488	8575 · BHFS Legal - Non-Ag Pool	1,024.65
Bill	03/31/2021	840489		840489	6071 · BHFS Legal - Court Coordination	13,833.45
				Filing Fee - Bowcock	6071 · BHFS Legal - Court Coordination	94.00
				Filing Fee - Wilson	6071 · BHFS Legal - Court Coordination	94.00
				Filing Fee - Pierson	6071 · BHFS Legal - Court Coordination	94.00
				Filing Fee - Curatalo	6071 · BHFS Legal - Court Coordination	94.00
				Filing Fee - Elie	6071 · BHFS Legal - Court Coordination	94.00
				Filing Fee - Wildermuth	6071 · BHFS Legal - Court Coordination	94.00
				Filing Fee - Galleano	6071 · BHFS Legal - Court Coordination	94.00
				Mileage/Tolls	6071 · BHFS Legal - Court Coordination	13.85
				Mileage/Parking Fees	6071 · BHFS Legal - Court Coordination	88.62
Bill	03/31/2021	840490		840490	6077 · BHFS Legal - Party Status Maint	89.10
Bill	03/31/2021	840491		840491	6907.41 · Prado Basin Habitat Sustain	2,301.75
Bill	03/31/2021	840492		840492	6907.45 · OBMP Update	11,786.85
Bill	03/31/2021	840493		840493	6907.47 · 2020 Safe Yield Reset	356.40
Bill	03/31/2021	840494		840494	6078.25 · Ely 3 Basin Investigation	21,424.50
				Filing Fee	6078.25 · Ely 3 Basin Investigation	2.00
				Transcript Expense	6078.25 · Ely 3 Basin Investigation	108.68
TOTAL						96,148.75
Bill Pmt -Check	04/21/2021	22791	CUCAMONGA VALLEY WATER DISTRICT	Office Lease	1012 · Bank of America Gen'l Ckg	
Bill	04/15/2021			Lease due on May 1, 2021	1422 · Prepaid Rent	7,213.72
TOTAL						7,213.72
Bill Pmt -Check	04/21/2021	22792	DE HAAN, HENRY	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	3/31 Special Ag Mtg		3/31/21 Special Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				3/31/21 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	04/21/2021	22793	FRONTIER COMMUNICATIONS	909-484-3890-050914-5	1012 · Bank of America Gen'l Ckg	
Bill	04/20/2021	90948438900509145		Office fax	6022 · Telephone	169.70

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2021

Type	Date	Num	Name	Memo	Account	Paid Amount
TOTAL						169.70
Bill Pmt -Check	04/21/2021	22794	GREAT AMERICA LEASING CORP.	29143544	1012 · Bank of America Gen'l Ckg	
Bill	04/16/2021	29143544		Invoice for March 2021 - standard payment	6043.1 · Ricoh Lease Fee	1,481.41
				Supply freight fee	6043.2 · Ricoh Usage & Maintenance Fee	8.57
TOTAL						1,489.98
Bill Pmt -Check	04/21/2021	22795	STANDARD INSURANCE CO.	Policy # 00-649299-0009	1012 · Bank of America Gen'l Ckg	
Bill	04/20/2021	006492990009		Policy # 00-649299-0009	60191 · Life & Disab.Ins Benefits	915.07
TOTAL						915.07
Bill Pmt -Check	04/21/2021	22796	STAULA, MARY L	Retiree Medical	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2021			Retiree Medical	60182.4 · Retiree Medical	19.24
TOTAL						19.24
Bill Pmt -Check	04/21/2021	22797	TOM DODSON & ASSOCIATES	CB271 21-3	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	CB271 21-3		March 2021	6908.1 · 2020 OBMP Update-Dodson & Assoc	2,195.67
TOTAL						2,195.67
Bill Pmt -Check	04/21/2021	22798	UNITED HEALTHCARE	052580307021	1012 · Bank of America Gen'l Ckg	
Bill	04/20/2021	052580307021		Dental Insurance Premium - May 2021	60182.2 · Dental & Vision Ins	805.17
TOTAL						805.17
Bill Pmt -Check	04/22/2021	ACH 042221	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	04/17/2021	04/17/2021	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 04/04/21-04/17/21	2000 · Accounts Payable	8,986.84
TOTAL						8,986.84
Bill Pmt -Check	04/27/2021	ACH 042721	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
Bill	04/01/2021	16348397		Annual Unfunded Accrued Liability-Plan 3299	60180 · Employers PERS Expense	7,622.21
TOTAL						7,622.21
General Journal	04/30/2021	04/30/2021	WAGE WORKS	Wage Works FSA Direct Debits - April 2021	1012 · Bank of America Gen'l Ckg	
				Wage Works FSA Direct Debits - April 2021	1012 · Bank of America Gen'l Ckg	572.32
				Wage Works FSA Direct Debits - April 2021	1012 · Bank of America Gen'l Ckg	572.32
				Wage Works FSA Direct Debits - April 2021	1012 · Bank of America Gen'l Ckg	81.50
TOTAL						1,226.14
					Total Disbursements:	485,181.01



CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: June 24, 2021
TO: Board Members
SUBJECT: VISA Check Detail Report - Financial Report B2 (April 30, 2021)
(Consent Calendar Item I.B.2.)

SUMMARY

Issue: Record of VISA credit card payment disbursed for the month of April 2021.

Recommendation: Receive and file VISA Check Detail Report for April 2021 as presented.

Financial Impact: Funds disbursed were included in the FY 2020/21 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 24, 2021: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – June 10, 2021: Received and filed

Non-Agricultural Pool – June 10, 2021: Moved unanimously to receive and file, without approval

Agricultural Pool – June 10, 2021: Received and filed

Advisory Committee – June 17, 2021: Received and filed

Watermaster Board – June 24, 2021:

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 2021 was \$1,644.77. The payment was processed in the amount of \$1,644.77 (by check number 22781 dated April 15, 2021). The monthly charges for April 2021 of \$1,644.77 were for routine and customary expenditures and properly documented with receipts.

ATTACHMENTS

1. Financial Report – B2

CHINO BASIN WATERMASTER
VISA Check Detail Report
April 2021

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	04/15/2021	22781	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	XXXX-XXXX-XXXX-9341		Miscellaneous office supplies	6031.7 · Other Office Supplies	230.26
				Miscellaneous office supplies	6031.7 · Other Office Supplies	27.31
				Miscellaneous office supplies	6031.7 · Other Office Supplies	44.27
				Replecment office chair	6036 · Minor Office Furniture	164.15
				Miscellaneous office supplies	6031.7 · Other Office Supplies	9.28
				Printer cartirdges	6031.7 · Other Office Supplies	436.98
				Printer cartridges	6031.7 · Other Office Supplies	76.44
				Printer cartridges	6031.7 · Other Office Supplies	76.44
				Registration for online course	6193.2 · Conference - Registration Fee	167.72
				Miscellaneous office supplies	6031.7 · Other Office Supplies	25.28
				Shirts for staff	6154 · Uniforms	77.61
				Renewal for Costco Business account	6111 · Membership Dues	150.95
				Annual billing for Kahoots software	6054 · Computer Software	51.82
				Shirts for staff	6154 · Uniforms	27.05
				Zoom account upgrade	6022 · Telephone	79.21
					Total Disbursements:	\$1,644.77
TOTAL						



CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: June 24, 2021
TO: Board Members
SUBJECT: Combining Schedule of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2020 through April 30, 2021 - Financial Report B3 (April 30, 2021) (Consent Calendar Item I.B.3.)

SUMMARY

Issue: Record of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2020 through April 30, 2021.

Recommendation: Receive and file Combining Schedule of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2020 through April 30, 2021 as presented.

Financial Impact: Funds disbursed were included in the FY 2020/21 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 24, 2021: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – June 10, 2021: Received and filed

Non-Agricultural Pool – June 10, 2021: Moved unanimously to receive and file, without approval

Agricultural Pool – June 10, 2021: Received and filed

Advisory Committee – June 17, 2021: Received and filed

Watermaster Board – June 24, 2021:

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, 2020 through April 30, 2021 is provided to keep all members apprised of the FY 2020/21 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 21.0, 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, 2020 THROUGH APRIL 30, 2021

Financial Report - B3

	WATERMASTER ADMINISTRATION	OPTIMUM BASIN MANAGEMENT	POOL ADMINISTRATION & SPECIAL PROJECTS			AP ESCROW ACCOUNT	GROUNDWATER REPLENISHMENT	LAIF VALUE ADJ.	GASB 75 BEG. NET POSITION	GRAND TOTALS	AMENDED BUDGET 2020-2021
			APPROPRIATIVE POOL	AG POOL	NON-AG POOL						
Administrative Revenues:											
Administrative Assessments			8,933,741		369,221					9,302,963	9,302,939
Interest Revenue			38,288	1,794	705					40,786	130,813
Mutual Agency Project Revenue	173,102									173,102	176,203
Miscellaneous Income	50									50	0
Total Revenues	173,153	-	8,972,029	1,794	369,926	-	-	-	-	9,516,902	9,609,955
Administrative & Project Expenditures:											
Watermaster Administration	1,548,514									1,548,514	1,637,557
Watermaster Board-Advisory Committee	187,516									187,516	237,438
Ag Pool Misc. Expense - Ag Fund ¹				8,450						8,450	400
Ag Pool Legal Services - Ag Fund ²				160,419						160,419	-
Pool Administration			283,649	304,394	78,660					666,703	1,143,674
Optimum Basin Mgmt Administration		1,190,969								1,190,969	2,121,839
OBMP Project Costs		2,778,173								2,778,173	4,787,906
Debt Service		534,496								534,496	534,496
Basin Recharge Improvements		-								-	1,693,292
Total Administrative/OBMP Expenses	1,736,030	4,503,638	283,649	304,394	78,660	-	-	-	-	7,075,240	12,156,603
Net Administrative/OBMP Expenses	(1,562,877)	(4,503,638)									
Allocate Net Admin Expenses To Pools	1,562,877		1,146,057	358,007	58,813						
Allocate Net OBMP Expenses To Pools		3,969,142	2,925,570	909,209	134,363						
Allocate Debt Service to App Pool		534,496	534,496								
Allocate Basin Recharge to App Pool		-	-								
Agricultural Expense Transfer*			1,571,609	(1,571,609)							
Total Expenses			6,461,381	168,869	271,836	-	-	-	-	7,075,240	12,156,603
Net Administrative Income			2,510,648	(167,075)	98,090					2,441,662	(2,546,648)
Other Income/(Expense)											
Replenishment Water Assessments							1,495,550			1,495,550	0
Desalter Replenishment Obligation							-			-	0
Exhibit "G" Non-Ag Pool Water			-							-	0
RTS Charges from IEUA							(44,475)			(44,475)	0
Interest Revenue			-	-	-		-			-	0
MWD Water Purchases										-	0
Non-Ag Stored Water Purchases										-	0
Exhibit "G" Non-Ag Pool Water			-							-	0
Groundwater Replenishment							(1,466,888)			(1,466,888)	0
LAIF - Fair Market Value Adjustment								-		-	0
Gain on Sale of Assets			-		-			-		-	0
Other Post-Employment Benefits (OPEB)			-		-					-	0
Prior Year Adjustment - Ag Pool Expense			165,695	(165,695)						-	0
AP Special Assessment - Ag Pool Exp.			(165,695)	4,625		161,070				-	0
AP Escrow Account - Interest Earned						177				177	0
Refund-Basin O&M Expenses			(127,582)		(5,084)					(132,666)	0
Refund-Recharge Debt Service			(107,164)							(107,164)	0
Funding To/(From) Reserves										-	0
Net Other Income/(Expense)			(234,746)	(161,070)	(5,084)	161,247	(15,812)	-	-	(255,465)	0
Net Transfers To/(From) Reserves	2,186,197		2,275,902	(328,145)	93,006	161,247	(15,812)	-	-	2,186,197	(2,546,648)
	0										
Net Assets, July 1, 2020			7,673,531	515,498	107,781	0	(3,460)	43,169	(443,445)	7,893,075	
Net Assets, End of Period			9,949,433	187,353	200,787	161,247	(19,272)	43,169	(443,445)	10,079,272	10,079,272
19/20 Assessable Production			69,918,990	21,841,407	3,588,067					95,348,464	
19/20 Production Percentages			73.330%	22.907%	3.763%					100.000%	

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

Note ¹ - Agricultural Pool 50% Mediation Services

N:\Administration\Meetings - Agendas & Minutes\2021\Staff Reports\06 - June\Board\20210624 - B3 Combining Schedule_April 2021.xlsx\Julz Note ² - Agricultural Pool Legal Services for Dec. 2020 through Apr. 2021



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 24, 2021

TO: Board Members

SUBJECT: Treasurer's Report of Financial Affairs for the Period April 1, 2021 through April 30, 2021 - Financial Report B4 (April 30, 2021) (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, 2021 through April 30, 2021.

Recommendation: Receive and file Treasurer's Report of Financial Affairs for the Period April 1, 2021 through April 30, 2021 as presented.

Financial Impact: Funds disbursed were included in the FY 2020/21 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 24, 2021: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – June 10, 2021: Received and filed

Non-Agricultural Pool – June 10, 2021: Moved unanimously to receive and file, without approval

Agricultural Pool – June 10, 2021: Received and filed

Advisory Committee – June 17, 2021: Received and filed

Watermaster Board – June 24, 2021:

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, 2021 through April 30, 2021 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 21.0, 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, 2021 THROUGH APRIL 30, 2021**

Financial Report - B4

DEPOSITORIES:

Cash on Hand - Petty Cash			\$	500
Bank of America				
Governmental Checking-Demand Deposits	\$	63,693		
Zero Balance Account - Payroll		-		63,693
Restricted Funds - AP Escrow				161,247
Trust Account - County of San Bernardino				845
Local Agency Investment Fund - Sacramento				11,607,270
TOTAL CASH IN BANKS AND ON HAND		4/30/2021		\$ 11,833,554
TOTAL CASH IN BANKS AND ON HAND		3/31/2021		12,320,666
PERIOD INCREASE (DECREASE)				\$ (487,112)

CHANGE IN CASH POSITION DUE TO:

Decrease/(Increase) in Assets: Accounts Receivable			\$	4,293
Assessments Receivable				21,963
Prepaid Expenses, Deposits & Other Current Assets				362,143
(Decrease)/Increase in Liabilities: Accounts Payable				8,149
Accrued Payroll, Payroll Taxes & Other Current Liabilities				(26,537)
Long Term Liabilities				2,397
Transfer to/(from) Reserves				(859,520)
PERIOD INCREASE (DECREASE)				\$ (487,112)

SUMMARY OF FINANCIAL TRANSACTIONS:

	Petty Cash	Govt'l Checking Demand	Zero Balance Account Payroll	Restricted Funds AP Escrow	Trust Account County of San Bernardino	Local Agency Investment Funds	Totals
Balances as of 3/31/2021	\$ 500	\$ 564,540	\$ -	\$ 161,220	\$ 845	\$ 11,593,561	\$ 12,320,666
Deposits	-	33,052	-	27	-	13,709	46,787
Transfers	-	(137,879)	(83,643)	-	-	-	(221,522)
Withdrawals/Checks	-	(396,020)	83,643	-	-	-	(312,377)
Balances as of 4/30/2021	\$ 500	\$ 63,693	\$ -	\$ 161,247	\$ 845	\$ 11,607,270	\$ 11,833,554
PERIOD INCREASE OR (DECREASE)	\$ -	\$ (500,847)	\$ -	\$ 27	\$ -	\$ 13,709	\$ (487,112)

**CHINO BASIN WATERMASTER
TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE PERIOD
APRIL 1, 2021 THROUGH APRIL 30, 2021**

Financial Report - B4

INVESTMENT TRANSACTIONS

Effective Date	Transaction	Depository	Activity	Redeemed	Days to Maturity	Interest Rate(*)	Maturity Yield
4/15/2021	Interest		13,709				
TOTAL INVESTMENT TRANSACTIONS			\$ 13,709	\$0			

* The earnings rate for L.A.I.F. is a daily variable rate; 0.44% was the effective yield rate at the Quarter ended March 31, 2021.

**INVESTMENT STATUS
April 30, 2021**

<u>Financial Institution</u>	Principal Amount	Number of Days	Interest Rate	Maturity Date
Local Agency Investment Fund	\$ 11,607,270			
TOTAL INVESTMENTS	\$ 11,607,270			

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

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: June 24, 2021

TO: Board Members

SUBJECT: Budget vs. Actual Report for the Period July 1, 2020 through April 30, 2021 -
Financial Report B5 (April 30, 2021) (Consent Calendar Item I.B.5.)

SUMMARY

Issue: Record of revenues and expenses of Watermaster for the Period of July 1, 2020 through April 30, 2021.

Recommendation: Receive and file Budget vs. Actual Report for the Period July 1, 2020 through April 30, 2021 as presented.

Financial Impact: Funds disbursed were included in the FY 2020/21 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 24, 2021: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – June 10, 2021: Received and filed

Non-Agricultural Pool – June 10, 2021: Moved unanimously to receive and file, without approval

Agricultural Pool – June 10, 2021: Received and filed

Advisory Committee – June 17, 2021: Received and filed

Watermaster Board – June 24, 2021:

*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, 2020 through April 30, 2021 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 21.0, 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 2021

Year-To-Date (YTD) for the ten months ending April 30, 2021, all but five categories were at or below the projected budget. The categories over budget were the following: (1) Watermaster Legal Services (6070s) over budget by \$334,157 or 197.5% as a result of increased activities in the areas of court coordination (results of the numerous court hearing); unbudgeted expenses for the Ely 3 Basin Investigation; and miscellaneous legal expenses during the last ten months; (2) Advisory Committee Expenses (6200s) over budget by \$5,731 or 13.6% as a result of increased Watermaster staff time allocated to the Advisory Committee activities; (3) Appropriative Pool Administrative expenses (8300s) over budget by \$3,825 or 1.4% as a result of increased Watermaster staff time allocated to the Appropriative Pool activities; (4) Agricultural Meeting Attendance expenses (8470) over budget by \$9,200 or 50.0% as a result of increased meeting activity by the Agricultural Pool; and (5) Agricultural Pool Miscellaneous Expense - Ag Pool Fund expenses (8485) over budget by \$8,050 or 2,012.5%. Please note that while account 8485 is presented as part of the overall Watermaster budget, the expenses booked into this account are directly charged to the Agricultural Pool's Special Fund, not charged against the Watermaster's general fund. Please see Financial Report B-3 for more information regarding the Ag Pool's Special Fund accounting.

For the majority of the expense categories within the Watermaster budget for FY 2020/21, the individual line-item budgets are divided into 12-monthly amounts and allocated accordingly. As the fiscal year progresses, the category listed above could level out over time and be within the budget levels.

There are no Budget Transfers or Budget Amendments being proposed for FY 2020/21 at the current time. As the fiscal year continues, it may be required that one or both of these actions be submitted.

Overall, the Watermaster (YTD) Actual Expenses were \$3,931,165 or 35.7% below the (YTD) Budgeted Expenses of \$11,006,404.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

December 2020:

There were no Pool, Advisory or Board meetings scheduled for the month of December 2020.

August 2020:

As a result of action taken by the Agricultural Pool at their September 3, 2020 Special Pool Meeting, the FY 2020/21 "Approved" budget for account 8467 (Agricultural Pool Legal Services) was increased from \$300,000 to \$500,000. This action increased the "Amended" FY 2020/21 budget from \$9,007,955 to \$9,207,955.

Budget Amendment (Form A-20-09-01) in the amount of \$267,000 was unanimously approved by the Advisory Committee on September 17, 2020 and unanimously adopted by the Board on September 24, 2020. This action increased the overall "Amended" FY 2020/21 budget from \$9,207,955 to \$9,474,955.

The three budget accounts increased were (1) the 2020 OBMP Update-Engineering expenses (6906.26) increased by an additional amount of \$182,000; (2) the 2020 OBMP Update-BHFS expenses (6907.45) increased by an additional amount of \$25,000; and (3) the 2020 OBMP Update-Dodson & Associates expenses (6908.1) increased by an additional amount of \$60,000.

July 2020:

During the month of July 2020, the "Carry Over" funding was calculated. The Total "Carry Over" funding amount of \$2,546,648.17 has been posted to the general ledger accounts. The total amount of \$2,546,648.17 consisted of \$1,693,292.20 from Capital Improvement Projects, \$430,584.49 from Engineering Services; \$375,271.48 from OBMP Activities, and \$47,500.00 from Administration Services. More detailed information is provided regarding this issue under the "Carry Over" Funding section.

The Amended Budget for FY 2020/21 is \$11,554,603.17 which includes \$2,546,648.17 for the prior years "Carry Over" funding. The Original Approved budget for FY 2020/21 of \$9,007,955 was adopted by the Watermaster Board on May 21, 2020 ($\$9,007,955 + \$2,546,648.17 = \$11,554,603.17$).

SALARIES EXPENSE

CURRENT MONTH – APRIL 2021

As of April 30, 2021, the total (YTD) Watermaster salary expenses were \$8,339 or 0.5% below the (YTD) budgeted amount of \$1,732,063. 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 2020/21 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 following actual allocations are tracking above the projected allocations due to Watermaster staff spending more time in these activities as follows: WM Staff Salaries for Administration (account 6011) above budget by \$33,132 or 3.5%; Advisory Committee (account 6201) above budget by \$11,763 or 49.1%; Watermaster Board (account 6301) above budget by \$15,819 or 41.3%; Appropriative Pool (account 8301) above budget by \$28,547 or 80.6%; OBMP (account 6901) above budget by \$51,315 or 44.9%; Groundwater Level (account 7104.1) above budget by \$27,139 or 53.3%; Comprehensive Recharge (account 7201) above budget by \$31,987 or 76.3%; and PE 6&7 (account 7501) above budget by \$4,409 or 90.0%.

The table summarizes the Year-To-Date (YTD) Actual Watermaster salary costs compared to the Year-To-Date (YTD) Budget as of April 30, 2021. 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 '20 - Apr '21 Actual	Jul '20 - Apr '21 Budget	\$ Over Budget	% of Budget	FY 2020/21 Annual Budget
WM Salary Expense					
6011 · WM Staff Salaries	966,453.83	933,322.00	33,131.83	103.55%	1,118,265.00
6011.1 · WM Staff Salaries - Overtime	6,316.75	10,000.00	-3,683.25	63.17%	12,000.00
6011.4 · 457(f) NQDC Plan	27,403.60	29,155.00	-1,751.40	93.99%	34,986.00
6017 · Temporary Services	0.00	17,500.00	-17,500.00	0.0%	21,000.00
6201 · Advisory Committee - WM Staff Salaries	35,719.31	23,956.00	11,763.31	149.1%	28,703.00
6301 · Watermaster Board - WM Staff Salaries	54,000.09	38,181.00	15,819.09	141.43%	45,747.00
8301 · Appropriative Pool - WM Staff Salaries	63,961.60	35,415.00	28,546.60	180.61%	42,433.00
8401 · Agricultural Pool - WM Staff Salaries	26,620.37	30,117.00	-3,496.63	88.39%	36,085.00
8501 · Non-Agricultural Pool - WM Staff Salaries	17,554.78	20,716.00	-3,161.22	84.74%	24,821.00
6901 · OBMP - WM Staff Salaries	165,541.35	114,226.00	51,315.35	144.92%	136,861.00
7101.1 · Production Monitor - WM Staff Salaries	40,233.43	73,540.00	-33,306.57	54.71%	88,113.00
7102.1 · In-line Meter - WM Staff Salaries	0.00	8,468.00	-8,468.00	0.0%	10,145.00
7103.1 · Grdwater Quality - WM Staff Salaries	30,807.29	49,967.00	-19,159.71	61.66%	59,868.00
7104.1 · Grdwater Level - WM Staff Salaries	78,077.72	50,939.00	27,138.72	153.28%	61,033.00
7107.1 · GrdLevel Monitoring - WM Staff Salaries	0.00	5,599.00	-5,599.00	0.0%	6,708.00
7108.1 · Hydraulic Control - WM Staff Salaries	1,919.68	3,528.00	-1,608.32	54.41%	4,227.00
7108.11 · Prado Basin - WM Staff Salaries	0.00	5,331.00	-5,331.00	0.0%	6,387.00
7201 · Comp Recharge - WM Staff Salaries	73,884.70	41,898.00	31,986.70	176.34%	50,200.00
7301 · PE3&5 - WM Staff Salaries	0.00	14,761.00	-14,761.00	0.0%	17,686.00
7401 · PE4 - WM Staff Salaries	336.07	9,026.00	-8,689.93	3.72%	10,815.00
7501 · PE6&7 - WM Staff Salaries	9,331.28	4,922.00	4,409.28	189.58%	5,898.00
7501.1 · PE 6&7 - WM Staff Salaries (Plume)	0.00	4,841.00	-4,841.00	0.0%	5,800.00
7601 · PE8&9 - WM Staff Salaries	18,831.23	19,653.00	-821.77	95.82%	23,547.00
Subtotal WM Staff Costs	1,616,993.08	1,545,061.00	71,932.08	104.66%	1,851,328.00
60185 · Vacation	32,279.44	72,406.00	-40,126.56	44.58%	86,888.00
60186 · Sick Leave	6,918.50	47,749.00	-40,830.50	14.49%	57,299.00
60187 · Holidays	67,532.51	66,847.00	685.51	101.03%	71,622.00
Subtotal WM Paid Leaves	106,730.45	187,002.00	-80,271.55	57.07%	215,809.00
Total WM Salary Costs	1,723,723.53	1,732,063.00	-8,339.47	99.52%	2,067,137.00

PREVIOUSLY REPORTED ACTIONS (Descending Order)
None

LEGAL SERVICES
BROWNSTEIN HYATT FARBER SCHRECK EXPENSES

CURRENT MONTH – APRIL 2021

As of April 30, 2021, 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 \$32,579 or 3.9% below the (YTD) budgeted amount of \$829,128.

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 2020/21. The total legal services budget was developed by multiplying the number of hours that would be required to complete the specific tasks by the hourly rate. The “Approved” budget was adopted for the original amount of \$963,853. Budget Amendment (Form A-20-09-01) which was approved in September 2020 increased the budget from \$963,853 to \$988,853, an increase of \$25,000.

WATERMASTER ADMINISTRATIVE LEGAL SERVICES:

Overall, the Watermaster Administrative Legal Services expense (6070s) as of April 30, 2021 was \$334,157 or 197.5% above the budgeted amount of \$169,205. The specific items within the Administrative Legal

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

Services expenses (6070s) which were over budget were the Court Coordination expenses (6071) over budget by \$102,503 or 321.2%; Miscellaneous (6078) which were over budget by \$203,478 or 255.5%; and the Ely Basin Investigation (6078.25) which were over budget by \$75,398 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 (6070s) which were under budget were the expenses for Rules and Regulations (6072) under budget by \$9,021 or 100%; Personnel Matters (6073) under budget by \$330 or 3.4%; Interagency Issues (6074) under budget by \$29,700 or 100.0%; and Party Status Maintenance expenses (6077) under budget by \$8,171 or 90.4%.

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, 2021 was \$57,810 or 36.2% 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 April 2021, there was no Advisory Committee meeting held.

The legal services budget was developed with the assumption of having eleven months of meetings, intentionally excluding the month of December 2020. For December 2020, no meetings were conducted during the month, as anticipated.

OBMP LEGAL SERVICES:

The OBMP legal expenses (accounts 6907.31 through 6907.90) were below the budget for the month. As of April 30, 2021, the category of OBMP legal expenses were \$308,926 or 61.8% below the budgeted amount of \$500,060. The majority of expenses within this OBMP category were under budget (YTD), however, the OBMP Update expenses (6907.45) were over budget by \$58,280 or 50.6%; and the Upper SAR Integrated Model expenses (6907.46) were over budget by \$89 or 100.0%.

The table listed below summarizes the Brownstein Hyatt Farber Schreck (BHFS) expenses as of April 30, 2021 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 '20 - Apr '21 Actual	Jul '20 - Apr '21 Budget	\$ Over Budget	% of Budget	FY 2020/21 Annual Budget
6070 · Watermaster Legal Services					
6071 · BHFS Legal - Court Coordination	134,418.84	31,916.00	102,502.84	421.16%	38,300.00
6072 · BHFS Legal - Rules & Regulations	0.00	9,021.00	-9,021.00	0.0%	10,825.00
6073 · BHFS Legal - Personnel Matters	9,569.70	9,900.00	-330.30	96.66%	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	871.20	9,042.00	-8,170.80	9.64%	10,850.00
6078 · BHFS Legal - Miscellaneous (Note 1)	283,104.20	79,626.00	203,478.20	355.54%	95,550.00
6078.13 · BHFS - Assessment Packages-Updates	0.00	0.00	0.00	0.0%	0.00
6078.25 · BHFS - Ely # Basin Investigation	75,397.88	0.00	75,397.88	100.0%	0.00
Total 6070 · Watermaster Legal Services	503,361.82	169,205.00	334,156.82	297.49%	201,065.00
6275 · BHFS Legal - Advisory Committee	12,196.80	17,820.00	-5,623.20	68.44%	21,780.00
6375 · BHFS Legal - Board Meeting	55,835.10	63,180.00	-7,344.90	88.38%	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	11,518.65	22,275.00	-10,756.35	51.71%	27,225.00
8475 · BHFS Legal - Agricultural Pool	11,919.60	22,275.00	-10,355.40	53.51%	27,225.00
8575 · BHFS Legal - Non-Ag Pool	10,583.10	22,275.00	-11,691.90	47.51%	27,225.00
Total BHFS Legal Services	102,053.25	159,863.00	-57,809.75	63.84%	192,713.00
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	0.00	37,687.00	-37,687.00	0.0%	45,225.00
6907.34 · Santa Ana River Water Rights	8,398.35	13,563.00	-5,164.65	61.92%	16,275.00
6907.36 · Santa Ana River Habitat	980.10	39,458.00	-38,477.90	2.48%	47,350.00
6907.38 · Reg. Water Quality Cntrl Board	0.00	36,125.00	-36,125.00	0.0%	43,350.00
6907.39 · Recharge Master Plan	2,784.75	27,125.00	-24,340.25	10.27%	32,550.00
6907.40 · Storage Agreements	0.00	63,916.00	-63,916.00	0.0%	76,700.00
6907.41 · Prado Basin Habitat Sustainability	2,616.30	13,542.00	-10,925.70	19.32%	16,250.00
6907.42 · Safe Yield Recalculation	0.00	0.00	0.00	0.0%	0.00
6907.44 · SGMA Compliance	89.10	9,042.00	-8,952.90	0.99%	10,850.00
6907.45 · OBMP Update	173,446.07	115,166.00	58,280.07	150.61%	133,200.00
6907.46 · Upper SAR Integrated Model	89.10	0.00	89.10	100.0%	0.00
6907.47 · 2020 Safe Yield Reset	2,730.60	72,166.00	-69,435.40	3.78%	86,600.00
6907.48 · Ely Basin Investigation	0.00	23,771.00	-23,771.00	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	191,134.37	500,060.00	-308,925.63	38.22%	595,075.00
Total Brownstein, Hyatt, Farber, Schreck Costs	796,549.44	829,128.00	-32,578.56	96.07%	988,853.00

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) MVWD 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; (22) Ag Pool Contest; (23) Payment of Ag Legal Fees; (24) Ag Invoices; and (25) Miscellaneous legal research on current and pending issues.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

September 2020:

Budget Amendment (Form A-20-09-01) in the amount of \$267,000 increased three budget accounts. One of those accounts was related to the FY 2020/21 BHFS budget. The 2020 OBMP Update-BHFS expenses

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(6907.45) was increased by an additional amount of \$25,000. This additional budget amount increased the "Amended" BHFS FY 2020/21 budget from \$963,853 to \$988,853.

OBMP ENGINEERING SERVICES AND LEGAL COSTS

CURRENT MONTH – APRIL 2021

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, 2021, the actual expenses of \$1,074,006 were below the budgeted amount of \$1,721,508 by \$647,503 or 37.6%. For a detailed discussion, the following is provided.

For April 30, 2021, the accounts 6901-6903 (Optimum Basin Mgmt. Program) section was above the Year-To-Date (YTD) budget by \$51,315 or 40.2%. 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 \$51,315 or 44.9%. The remaining expense was the Santa Ana Watershed Project Authority (SAWPA) FY 2020/21 Basin Monitoring Program Task Force Contribution which was budgeted at \$13,433 and actual expenses were \$13,433 as of April 30, 2021.

For April 30, 2021, the accounts 6906 (Optimum Basin Mgmt. Program Engineering Services) section was below the Year-To-Date (YTD) budget by \$359,905 or 35.7%. The majority of expenses within this OBMP category were under budget (YTD), however, the account over budget was the SGMA Reporting Requirements expenses (6906.23) which were over budget by \$2,340 or 20.1%.

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 \$58,369 while some other line item activities were below the budget by \$367,295. Above the budget line item were the OBMP Update expenses of \$58,280; and the Upper SAR Integrated Model expenses of \$89. 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 \$37,687; Santa Ana River Habitat of \$5,165; the Santa Ana River Habitat of \$38,478; the Regional Water Quality Control Board of \$36,125; the Recharge Master Plan expenses of \$24,340; Storage Agreements of \$63,916; the Prado Basin Habitat Sustainability of \$10,926; SGMA Compliance of \$8,953; the 2020 Safe Yield Reset of \$69,435; the Ely Basin Investigation expenses of \$23,771; and the WM Unanticipated legal expenses of \$26,625. For the ten months ended April 30, 2021, the overall cumulative (YTD) budget was \$500,060 and the actual (BHFS) legal expenses totaled \$191,134 which resulted in an under-budget variance of \$308,926 or 61.8%.

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. The original funding for FY 2019/20 was approved at \$225,500 and had a balance remaining in the fund of \$18,221.48 at year-end June 30, 2020. The amount of \$18,221.48 was "Carried-Over" into the FY 2020/21 budget. As mentioned in prior reports, Budget Amendment (Form A-20-09-01) increased this budget category from \$18,221.48 to \$78,221.48, an increase of \$60,000. The new "Amended" budget of \$78,221.48 has a remaining balance as of April 30, 2021 of \$25,426 or 32.5%.

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, 2021, this category of expenses was \$4,562 or 61.5% below the budgeted amount

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of \$7,416.

Overall, the Optimum Basin Management Program (OBMP) category was \$1,074,006 actual (YTD) compared to a budget (YTD) of \$1,721,508 for an under budget of \$647,503 or 37.6% as of April 30, 2021.

The table listed below summarizes the Optimum Basin Management Program (OBMP) expenses as of April 30, 2021 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 '20 - Apr '21 Actual	Jul '20 - Apr '21 Budget	\$ Over Budget	% of Budget	FY 2020/21 Annual Budget
6900 · Optimum Basin Mgmt Plan					
6901 · WM Staff Salaries	165,541.35	114,226.00	51,315.35	144.92%	136,861.00
6903 · OBMP SAWPA Group	13,433.00	13,433.00	0.00	100.0%	13,433.00
Total 6901-6903 · OBMP WM Staff/SAWPA	178,974.35	127,659.00	51,315.35	140.2%	150,294.00
6906 · OBMP Engineering Services					
6906.1 · OBMP - Watermaster Model Update	23,811.70	55,731.00	-31,919.30	42.73%	66,877.00
6906.15 · Integrated Model Mtgs. - IEUA Costs	5,520.98	17,666.00	-12,145.02	31.25%	21,200.00
6906.21 · State of the Basin Report	113,199.05	135,819.00	-22,619.95	83.35%	162,983.00
6906.22 · Water Rights Compliance Reporting	14,482.15	20,460.00	-5,977.85	70.78%	24,552.00
6906.23 · SGMA Reporting Requirements	13,982.00	11,642.00	2,340.00	120.1%	13,970.00
6906.24 · Compliance - SB88 and SWRCB	7,083.25	10,116.00	-3,032.75	70.02%	12,140.00
6906.26 · 2019 OBMP Update	235,913.28	269,148.00	-33,234.72	87.65%	277,330.00
6906.31 · OBMP - Pool, Advisory, Board Mtgs.	71,861.35	88,216.00	-16,354.65	81.46%	105,860.00
6906.32 · OBMP - Other General Meetings	61,651.70	63,185.00	-1,533.30	97.57%	75,821.00
6906.71 · OBMP - Data Requests - CBWM Staff	39,777.70	110,156.00	-70,378.30	36.11%	132,188.00
6906.72 · OBMP - Data Requests - Non CBWM	6,518.95	40,946.00	-34,427.05	15.92%	49,136.00
6906.73 · OBMP - Safe Yield Recalculation	16,614.56	54,400.00	-37,785.44	30.54%	65,280.00
6906.74 · OBMP - Mat'l Phy. Injury Requests	3,873.70	63,719.00	-59,845.30	6.08%	76,463.00
6906.81 · Prepare Annual Reports	11,377.05	11,914.00	-536.95	95.49%	14,296.00
6906 · OBMP Engineering Services - Other	22,580.00	55,034.00	-32,454.00	41.03%	61,396.00
Total 6906 · OBMP Engineering Services	648,247.42	1,008,152.00	-359,904.58	64.3%	1,159,492.00
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	0.00	37,687.00	-37,687.00	0.0%	45,225.00
6907.34 · Santa Ana River Water Rights	8,398.35	13,563.00	-5,164.65	61.92%	16,275.00
6907.36 · Santa Ana River Habitat	980.10	39,458.00	-38,477.90	2.48%	47,350.00
6907.38 · Reg. Water Quality Cntrl Board	0.00	36,125.00	-36,125.00	0.0%	43,350.00
6907.39 · Recharge Master Plan	2,784.75	27,125.00	-24,340.25	10.27%	32,550.00
6907.40 · Storage Agreements	0.00	63,916.00	-63,916.00	0.0%	76,700.00
6907.41 · Prado Basin Habitat Sustainability	2,616.30	13,542.00	-10,925.70	19.32%	16,250.00
6907.44 · SGMA Compliance	89.10	9,042.00	-8,952.90	0.99%	10,850.00
6907.45 · OBMP Update	173,446.07	115,166.00	58,280.07	150.61%	133,200.00
6907.46 · Upper SAR Integrated Model	89.10	0.00	89.10	100.0%	0.00
6907.47 · 2020 Safe Yield Reset	2,730.60	72,166.00	-69,435.40	3.78%	86,600.00
6907.48 · Ely Basin Investigation	0.00	23,771.00	-23,771.00	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	191,134.37	500,060.00	-308,925.63	38.22%	595,075.00
Total 6907 · OBMP Legal Fees	191,134.37	500,060.00	-308,925.63	38.22%	595,075.00
6908 · OBMP Updates					
6908.1 · 2020 OBMP Update-Dodson & Assoc.	52,795.67	78,221.48	-25,425.81	67.5%	78,221.48
Total 6908 · OBMP Updates	52,795.67	78,221.48	-25,425.81	67.5%	78,221.48
6909 · OBMP Other Expenses					
6909.1 · OBMP Meetings	129.89	1,250.00	-1,120.11	10.39%	1,500.00
6909.3 · Other OBMP Expenses	2,724.00	2,000.00	724.00	136.2%	2,000.00
6909.6 · OBMP Expenses - Miscellaneous	0.00	4,166.00	-4,166.00	0.0%	5,000.00
6909 · OBMP Other Expenses - Other	0.00	0.00	0.00	0.0%	0.00
Total 6909 · OBMP Other Expenses	2,853.89	7,416.00	-4,562.11	38.48%	8,500.00
Total 6900 · Optimum Basin Mgmt Plan	1,074,005.70	1,721,508.48	-647,502.78	62.39%	1,991,582.48

PREVIOUSLY REPORTED ACTIONS (Descending Order)

October 2020:

During September, Budget Amendment (Form A-20-09-01) in the amount of \$267,000 increased three budget accounts which are all reflected within the OBMP category. These accounts were (1) the 2020

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OBMP Update-Engineering expenses (6906.26) increased by an additional amount of \$182,000; (2) the 2020 OBMP Update-BHFS expenses (6907.45) increased by an additional amount of \$25,000; and (3) the 2020 OBMP Update-Dodson & Associates expenses (6908.1) increased by an additional amount of \$60,000. The OBMP "Amended" budget category for FY 2020/21 increased from \$1,724,582.46 to \$1,991,582.46, an increase of \$267,000.

ENGINEERING SERVICES - OBMP IMPLEMENTATION PROJECTS COSTS
WEST YOST ASSOCIATES (formerly Wildermuth Environmental, Inc.)

CURRENT MONTH – APRIL 2021

As of April 30, 2021, the total (YTD) Engineering Services expenses were \$1,204,934 or 42.3% below the (YTD) budget amount of \$2,851,857. The OBMP Implementation Projects (consolidated accounts 7100s – 7700s) were all under budget as of April 30, 2021, except for the PE4-Engineering expenses (7402) which were over budget by \$12,104 or 11.1%.

The Approved Engineering Services Budget was \$2,737,082. As of July 2021, the Engineering Services budget was Amended with the addition of Carry-Over funding totaling \$331,154 which brought the Amended Budget amount to \$3,068,236 (\$2,737,082 + \$331,154 = \$3,068,236). Approved in September 2020, Budget Amendment (Form A-20-09-01) increased three budget accounts, which one of those accounts was reflected within the Engineering Services category. The account within the Engineering Services category was the 2020 OBMP Update-Engineering expenses (6906.26) increased by an additional amount of \$182,000. The Engineering Services "Amended" budget category for FY 2020/21 increased from \$3,068,236 to \$3,250,236, an increase of \$182,000.

West Yost Associates provides Watermaster a Progress and 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.

According to the latest ECAC dated March 31, 2021, an under budget amount of \$720,630 is projected as of June 30, 2021. It is anticipated that of the total ending balance of \$720,630, approximately \$339,490 of the ending balance could be "Carried-Over" from FY 2020/21 into FY 2021/22 because several projects/activities will not be fully completed before June 30, 2021. The "net" under budget variance projected at fiscal year-end June 30, 2021 could be \$381,140 (\$720,630 - \$339,490 = \$381,140). Those projects/activities "Carried-Over" are projected to be the Support for 2020 OBMP Update (account 6906.26) of \$24,212; The Agriculture Production and Estimation (account 7110.3) of \$23,220; the Comp Recharge - Engineering Services (account 7202.2) of \$113,382; the Northwest MZ-1 (account 7402.1) of \$92,321; the IEUA-Update Recycled Water Permit-Salinity (account 7510) of \$43,135; and the Implementation of the 2020 Storage Management Plan (account 7610) of \$43,220 (\$24,212 + \$23,220 + \$113,382 + \$92,321 + \$43,135 + \$43,220 = \$339,490).

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

The table listed below summarized the Year-To-Date (YTD) Actual West Yost Associates and other Engineering costs compared to the Year-To-Date (YTD) Budget as of April 30, 2021. 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 '20 - Apr '21	Jul '20 - Apr '21			FY 2020/21
	Actual	Budget	\$ Over Budget	% of Budget	Annual Budget
6906 · OBMP Engineering Services - Other	22,580.00	55,034.00	-32,454.00	41.03%	61,396.00
6906.1 · OBMP - Watermaster Model Update	23,811.70	55,731.00	-31,919.30	42.73%	66,877.00
6906.15 · Integrated Model Mtgs-IEUA Cost	5,520.98	17,666.00	-12,145.02	31.25%	21,200.00
6906.17 · Planning Study Analysis	0.00	0.00	0.00	0.0%	0.00
6906.18 · Prado Dam FS/EIS/EIR-50% IEUA	0.00	0.00	0.00	0.0%	0.00
6906.21 · State of the Basin Report	113,199.05	135,819.00	-22,619.95	83.35%	162,983.00
6906.22 · Water Rights Compliance Reporting	14,482.15	20,460.00	-5,977.85	70.78%	24,552.00
6906.23 · SGMA Reporting Requirements	13,982.00	11,642.00	2,340.00	120.1%	13,970.00
6906.24 · Compliance - SB88 and SWRCB	7,083.25	10,116.00	-3,032.75	70.02%	12,140.00
6906.26 · 2019 OBMP Update	235,913.28	269,148.00	-33,234.72	87.65%	277,330.00
6906.27 · HCP Meetings/Technical Review-IEUA Cos	0.00	0.00	0.00	0.0%	0.00
6906.28 · Agriculture Prod. & Estimation	0.00	0.00	0.00	0.0%	0.00
6906.31 · OBMP - Pool, Advisory, Board Mtgs.	71,861.35	88,216.00	-16,354.65	81.46%	105,860.00
6906.32 · OBMP - Other General Meetings	61,651.70	63,185.00	-1,533.30	97.57%	75,821.00
6906.71 · OBMP - Data Requests - CBWM Staff	39,777.70	110,156.00	-70,378.30	36.11%	132,188.00
6906.72 · OBMP - Data Requests - Non CBWM	6,518.95	40,946.00	-34,427.05	15.92%	49,136.00
6906.73 · OBMP - Safe Yield Recalculation	16,614.56	54,400.00	-37,785.44	30.54%	65,280.00
6906.74 · OBMP - Mat'l Physical Injury Requests	3,873.70	63,719.00	-59,845.30	6.08%	76,463.00
6906.76 · County Extraction Well-Modeling	0.00	0.00	0.00	0.0%	0.00
6906.81 · Prepare Annual Reports	11,377.05	11,914.00	-536.95	95.49%	14,296.00
6906.90 · OBMP - 2018 RMPU Master Update	0.00	0.00	0.00	0.0%	0.00
7103.3 · Grdwtr Qual-Engineering	109,724.70	157,532.00	-47,807.30	69.65%	189,038.00
7103.5 · Grdwtr Qual-Lab Svcs	38,334.00	46,876.00	-8,542.00	81.78%	56,252.00
7104.3 · Grdwtr Level-Engineering	126,595.00	166,685.00	-40,090.00	75.95%	200,022.00
7104.8 · Grdwtr Level-Contracted Services	3,665.00	8,334.00	-4,669.00	43.98%	10,000.00
7104.9 · Grdwtr Level-Capital Equipment	542.96	6,666.00	-6,123.04	8.15%	8,000.00
7107.2 · Grd Level-Engineering	65,702.68	97,860.00	-32,157.32	67.14%	111,952.00
7107.3 · Grd Level-SAR Imagery	73,000.00	159,752.00	-86,752.00	45.7%	159,752.00
7107.6 · Grd Level-Contract Svcs	49,274.73	82,612.00	-33,337.27	59.65%	90,142.00
7107.8 · Grd Level-Capital Equipment	0.00	10,142.00	-10,142.00	0.0%	12,170.00
7108.31 · Hydraulic Control-PBHSP	40,969.32	57,814.00	-16,844.68	70.86%	69,376.00
7108.4 · Hydraulic Control-Lab Svcs	0.00	0.00	0.00	0.0%	0.00
7108.41 · Hydraulic Control-PBHSP	8,524.00	10,000.00	-1,476.00	85.24%	12,000.00
7108.6 · Hydraulic Control-Outside Professionals	3,525.00	4,166.00	-641.00	84.61%	5,000.00
7109.3 · Recharge & Well - Engineering	11,798.25	27,094.00	-15,295.75	0.0%	32,512.00
7110.3 · Ag Production & Estimation - Eng. Serv.	0.00	19,216.00	-19,216.00	0.0%	23,060.00
7111.3 · Data Collection & Mgmt. - Eng. Services	6,101.10	16,414.00	-10,312.90	0.0%	19,696.00
7202.2 · Comp Recharge-Engineering Services	49,226.31	245,466.00	-196,239.69	20.05%	294,560.00
7210 · OBMP - 2023 RMPU	6,269.05	37,510.00	-31,240.95	16.71%	45,012.00
7303 · PE3&5-Engineering - Other	3,314.40	18,156.00	-14,841.60	18.26%	21,788.00
7402 · PE4-Engineering	121,598.25	109,494.00	12,104.25	111.06%	130,524.00
7402.10 · PE4-MZ1 Pomona Project	163,342.72	304,604.91	-141,262.19	53.62%	302,992.00
7403 · PE4-Contract Svcs	0.00	0.00	0.00	0.0%	0.00
7502 · PE6&7-Engineering	73,239.75	91,150.00	-17,910.25	80.35%	109,380.00
7510 · PE6&7-IEUA Salinity Mgmt. Plan	40,311.90	108,620.00	-68,308.10	37.11%	118,467.00
7511 · PE6&7-SAWBMP Task Force-50% IEUA	3,616.25	21,525.00	-17,908.75	16.8%	25,829.00
7512 · PE6&7-Recomputation WQ-50% IEUA	0.00	0.00	0.00	0.0%	0.00
7602 · PE8&9-Engineering	0.00	0.00	0.00	0.0%	0.00
7610 · PE8&9-Support 2020 Mgmt. Plan	0.00	36,016.00	-36,016.00	0.0%	43,220.00
Total Engineering Services Costs	1,646,922.79	2,851,856.91	-1,204,934.12	57.75%	3,250,236.00 *

* West Yost and Subcontractor Engineering Budget of \$2,919,082 plus Carryover Funds from FY 2019/20 of \$331,154.00
 Carryover Funds from FY 2019/20 of \$331,154.00 = \$23,220 (6906); \$46,236 (6906.26); \$27,400 (7107.2); \$74,752 (7107.3); \$44,962 (7107.6);
 \$4,342 (7402); \$50,852 (7402.10); and \$59,390 (7510)

*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*

PREVIOUSLY REPORTED ACTIONS (Descending Order)

March 2021

The third quarter (ECAC) report for the current fiscal year has been provided for the period ending March 31, 2021 and shows a projected under budget at fiscal year-end June 30, 2021 of \$720,630. It is anticipated that of the total ending balance of \$720,630, approximately \$339,490 of the ending balance could be "Carried-Over" from FY 2020/21 into FY 2021/22 because several projects/activities will not be fully completed before June 30, 2021. The "net" under budget variance projected at fiscal year- end June 30, 2021 could be \$381,140 (\$720,630 - \$339,490 = \$381,140). Those projects/activities "Carried-Over" are projected to be the Support for 2020 OBMP Update (account 6906.26) of \$24,212; The Agriculture Production and Estimation (account 7110.3) of \$23,220; the Comp Recharge - Engineering Services (account 7202.2) of \$113,382; the Northwest MZ-1 (account 7402.1) of \$92,321; the IEUA-Update Recycled Water Permit-Salinity (account 7510) of \$43,135; and the Implementation of the 2020 Storage Management Plan (account 7610) of \$43,220 (\$24,212 + \$23,220 + \$113,382 + \$92,321 + \$43,135 + \$43,220 = \$339,490).

The third quarter (ECAC) summary report (for the months July 1, 2020 - March 31, 2021) is listed below:

Attachment 1a
Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2020/21
As of March 31, 2021

Acct #	Description	Original Budget	Revised Budget	Billed Jul-20	Billed Aug-20	Billed Sep-20	Billed Oct-20	Billed Nov-20	Billed Dec-20	Billed Jan-21	Billed Feb-21
6906	OBMP Engineering	\$ 609,480	\$ 609,480	\$ 18,816	\$ 32,995	\$ 14,975	\$ 22,273	\$ 21,383	\$ 10,068	\$ 26,117	\$ 31,761
6906.26	Support 2020 OBMP Update	49,094	277,330	4,586	11,501	10,643	59,159	37,894	67,432	30,889	9,350
6906.73	Support 2020 Safe Yield Implementation	65,280	65,280	2,000	3,752	-	-	-	-	-	4,077
6906.21	State of the Basin Report	162,983	162,983	-	-	-	-	3,849	7,785	12,772	25,333
6906.15	Integrated Model Meetings and Technical Review	21,200	21,200	678	1,084	271	949	-	2,505	3,430	937
7103.3	GW and SW Quality - Engineering Services	200,130	200,130	7,826	12,560	8,818	19,082	7,349	12,171	24,429	5,603
7103.5	GW and SW Quality - Laboratory Services	57,160	57,160	3,216	17,484	6,224	8,174	3,698	3,082	2,032	-
7104.3	GW Level - Engineering Services	200,022	200,022	9,442	9,603	8,823	20,842	8,762	21,163	8,945	10,730
7104.8	GW Level - Contract Services	10,000	10,000	-	-	-	-	-	-	-	-
7104.9	GW Level - Capital Services	8,000	8,000	-	-	-	-	-	-	-	6,080
7107.2	Ground Level - Engineering Services	84,552	111,953	3,301	1,734	4,108	3,239	8,130	7,624	13,029	9,221
7107.3	Ground Level - SAR Imagery	85,000	159,752	73,000	-	-	-	-	-	-	-
7107.6	Ground Level - Contract Services	45,180	90,142	4,493	722	-	90	-	-	-	1,833
7107.80	Ground Level - Capital Equipment	12,170	12,170	-	-	409	115	51	127	153	660
7108.31	IEUA - Prado Basin Habitat Monitoring	69,376	69,376	542	-	-	1,171	2,699	4,653	14,748	10,239
7108.6	IEUA - PBHSP - Outside Pro	5,000	5,000	-	-	-	7,050	-	-	-	-
7109.3	Recharge & Well Monitoring - Engineering Serv.	32,512	32,512	-	1,627	-	-	2,521	-	-	4,776
7110.3	Agriculture Production and Estimation	23,060	46,280	-	-	-	-	-	-	-	-
7111.3	Support for Improved Data Collection Process	19,696	19,696	-	-	-	1,482	1,159	164	1,169	1,000
7202.2	Comp Recharge - Engineering Services	294,560	294,560	853	1,488	1,204	1,198	2,347	9,615	7,491	4,805
7206.1	GRCC & IEUA - SB88 Specification	-	-	2,836	8,991	2,226	3,590	3,944	8,405	8,490	2,980
7210	2023 RMPU Recharge Master Plan Scoping	45,012	45,012	-	-	-	-	-	714	2,047	1,316
7303	OBMP - Engineering Services - Desalters	21,788	21,788	429	-	-	-	-	-	-	-
7402	OBMP - Engineering Services - MZ1	126,182	130,524	17,829	27,498	27,823	6,096	170	1,777	3,467	13,054
7402.1	OBMP - Engineering Services - Northwest MZ1	252,140	302,992	26,612	8,234	29,322	12,806	7,560	53,760	13,240	4,949
7502	OBMP - Engineering Services - WQC	109,380	109,380	-	5,657	25,701	3,534	-	-	-	7,694
7510	IEUA - Update Recycled Water Permit - Salinity	59,076	118,466	10,788	8,962	15,696	17,166	11,603	8,882	16,579	6,087
7511	Suppl Santa Ana Watershed Task Force Efforts	25,829	25,829	53	579	605	342	-	592	658	329
7610	Implementation of the 2020 Storage Mgmt Plan	43,220	43,220	-	-	-	-	-	-	-	-
Totals		\$ 2,737,082	\$ 3,250,236	\$ 187,298	\$ 154,469	\$ 156,880	\$ 188,356	\$ 123,117	\$ 220,516	\$ 189,683	\$ 162,812

5/5/2021
2020-21 CBWM_Invoice_Summary_ISBM_20210505_3rd Qtr ECAC_Final.xlsx--Projection Summary

WEST YOST

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 2020/21
As of March 31, 2021

Acct #	Description	Billed Mar-21	Projected Apr-21	Projected May-21	Projected Jun-21	Total Projected	Less IEUA and GRCC		Portion of Cost Share		Projected CBWM Carryover to FY 21/22
							Total Projected	Under / (Over) Rev. Budget	YTD % Billed Rev. Budget	Projected % Rev. Budget	
6906	OBMP Engineering	\$ 56,242	\$ 67,772	\$ 65,812	\$ 61,672	\$ 429,886	\$ 429,886	\$ 179,594	38%	71%	\$ -
6906.26	Support 2020 OBMP Update	1,664	5,000	7,500	7,500	253,118	253,118	24,212	84%	91%	24,212
6906.73	Support 2020 Safe Yield Implementation	5,087	5,087	5,087	5,087	30,177	30,177	35,103	23%	46%	-
6906.21	State of the Basin Report	42,804	28,373	30,000	17,872	168,788	168,788	(5,805)	57%	104%	-
6906.15	Integrated Model Meetings and Technical Review	1,124	3,670	3,670	3,670	21,986	10,993	10,207	52%	52%	-
7103.3	GW and SW Quality - Engineering Services	7,108	14,900	26,926	30,400	177,169	177,169	22,961	52%	89%	-
7103.5	GW and SW Quality - Laboratory Services	1,898	2,032	-	-	47,840	47,840	9,320	80%	84%	-
7104.3	GW Level - Engineering Services	9,685	14,184	22,084	26,690	170,953	170,953	29,069	54%	85%	-
7104.8	GW Level - Contract Services	-	5,000	8,000	-	13,000	13,000	(3,000)	0%	130%	-
7104.9	GW Level - Capital Services	-	-	-	16,000	22,080	22,080	(14,080)	76%	276%	-
7107.2	Ground Level - Engineering Services	6,286	7,300	8,823	32,987	105,782	105,782	6,171	51%	94%	-
7107.3	Ground Level - SAR Imagery	-	-	39,000	47,752	159,752	159,752	-	46%	100%	-
7107.6	Ground Level - Contract Services	-	5,021	2,000	47,983	62,142	62,142	28,000	8%	69%	-
7107.80	Ground Level - Capital Equipment	294	625	172	1,000	3,606	3,606	8,564	15%	30%	-
7108.31	IEUA - Prado Basin Habitat Monitoring	10,261	52,960	16,960	6,950	121,182	60,591	8,785	64%	87%	-
7108.6	IEUA - PBHSP - Outside Pro	-	-	-	-	7,050	3,525	1,475	141%	71%	-
7109.3	Recharge & Well Monitoring - Engineering Serv.	-	4,000	3,400	2,500	18,824	18,824	13,688	27%	58%	-
7110.3	Agriculture Production and Estimation	-	-	11,530	11,530	23,060	23,060	23,220	0%	50%	23,220
7111.3	Support for Improved Data Collection Process	498	250	3,500	4,500	13,721	13,721	5,975	28%	70%	-
7202.2	Comp Recharge - Engineering Services	7,499	34,827	35,591	47,239	154,155	154,155	140,405	12%	52%	113,382
7206.1	GRCC & IEUA - SB88 Specification	3,530	15,000	15,000	36,595	111,587	-	-	n/a	n/a	-
7210	2023 RMPU Recharge Master Plan Scoping	1,481	15,000	15,000	9,453	45,012	45,012	-	12%	100%	-
7303	OBMP - Engineering Services - Desalters	-	4,000	5,000	10,000	19,429	19,429	2,359	2%	89%	-
7402	OBMP - Engineering Services - MZ1	14,493	10,330	3,000	5,000	130,534	130,534	(10)	86%	100%	-
7402.1	OBMP - Engineering Services - Northwest MZ1	3,308	19,479	29,000	16,394	224,664	224,664	78,328	53%	74%	92,321
7502	OBMP - Engineering Services - WQC	26,810	13,866	-	7,132	90,394	90,394	18,987	63%	83%	-
7510	IEUA - Update Recycled Water Permit - Salinity	3,274	33,673	33,673	33,673	200,057	75,331	43,135	84%	64%	43,135
7511	Support Santa Ana Waterised Task Force Efforts	132	3,932	3,932	3,932	15,082	15,082	10,747	13%	58%	-
7610	Implementation of the 2020 Storage Mgmt Plan	-	-	-	-	-	-	43,220	0%	0%	43,220
Totals		\$ 203,476	\$ 368,281	\$ 394,660	\$ 493,510	\$ 2,841,029	\$ 2,529,606	\$ 720,630	49%	78%	\$ 339,490

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

5/6/2021
2020-21 CBWM_Invoice_Summary_ISBM_20210505_3rd Qtr ECAC_Final.xlsx--Projection Summary

WEST YOST

The Fiscal Year 2020/21 Progress and Estimated Cost at Completion for the Period July 1, 2020 through March 31, 2021 narrative report (in detail) from West Yost Associates is provided. Please access this link:

<https://cbwm.syncedtool.com/shares/file/B8147ds0bFC/?modal=1>

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

December 2020

West Yost Associates provides Watermaster a Progress and 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 quarter (ECAC) report for the current fiscal year has been provided for the period ending December 31, 2020 and shows a projected under budget at fiscal year-end June 30, 2021 of \$405,085. It is anticipated that of the total ending balance of \$405,085, approximately \$137,051 of the ending balance will be "Carried-Over" from FY 2020/21 into FY 2021/22 because several projects/activities will not be fully completed before June 30, 2021. The "net" under budget variance projected at fiscal year-end June 30, 2021 would be \$268,034 (\$405,085 - \$137,051 = \$268,034). Those projects/activities "Carried-Over" are the Support for 2020 OBMP Update (account 6906.26) of \$20,115; the Northwest MZ-1 (account 7402.1) of \$61,747; the IEUA-Update Recycled Water Permit-Salinity (account 7510) of \$11,969; and the Implementation of the 2020 Storage Management Plan (account 7610) of \$43,220 (\$20,115 + \$61,747 + \$11,969 + \$43,220 = \$137,051).

The second quarter (ECAC) summary report (for the months July 2020 – December 31) is listed below:

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

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

The third quarter (ECAC) report is scheduled for issuance and distribution in early June 1721 for the period July 1, 2020 through March 31, 2021.

October 2020:

Approved in September 2020, Budget Amendment (Form A-20-09-01) increased three budget accounts, which one of those accounts was reflected within the Engineering Services category. The account within the Engineering Services category was the 2020 OBMP Update-Engineering expenses (6906.26) increased by an additional amount of \$182,000. The Engineering Services "Amended" budget category for FY 2020/21 increased from \$3,068,236.00 (which includes Carry-Over funding of \$331,154) to \$3,250,236, an increase of \$182,000.

September 2020:

The first Progress and Estimated Cost at Completion report (ECAC) for the current fiscal year has been provided for the period ending September 30, 2020 and shows a projected under budget at fiscal year-end June 30, 2021 of \$126,430.

The first quarter (ECAC) report (for the months July 2020 - September 2020) is listed below:

Attachment 1a
Chino Basin Watermaster: Invoice Projections for Engineering Tasks for Fiscal Year 2020/21
As of September 30, 2020

Acct #	Description	Original Budget	Revised Budget	Billed Jul-20	Billed Aug-20	Billed Sep-20	Projected Oct-20	Projected Nov-20	Projected Dec-20	Projected Jan-21
6906	OBMP Engineering	\$ 609,480	\$ 609,480	\$ 18,816	\$ 32,995	\$ 14,975	\$ 40,872	\$ 36,945	\$ 42,987	\$ 62,271
6906.26	Support 2020 OBMP Implementation Plan Update	49,094	95,330	4,586	11,501	10,043	10,000	5,000	7,500	7,500
6906.26	Complete Partial Update of 2018 SFI and Support	-	182,000	-	-	-	37,710	37,710	37,710	16,800
6906.73	Support 2020 Safe Yield Implementation	65,280	65,280	2,000	3,752	-	-	-	-	9,921
6906.21	State of the Basin Report	182,983	182,983	-	-	-	-	17,873	20,373	20,373
6906.15	IEUA - Integrated Model Meetings and Technical	21,200	21,200	678	1,084	271	2,130	2,130	2,130	2,130
7103.3	GW and SW Quality - Engineering Services	200,130	200,130	7,826	12,560	8,818	23,800	32,721	14,384	10,329
7103.5	GW and SW Quality - Laboratory Services	57,160	57,160	3,216	17,484	6,224	10,254	11,092	3,000	1,980
7104.3	GW Level - Engineering Services	200,022	200,022	9,442	9,603	8,823	18,753	17,603	16,511	12,678
7104.8	GW Level - Contract Services	10,000	10,000	-	-	-	-	5,000	5,000	1,000
7104.9	GW Level - Capital Services	8,000	8,000	-	-	-	1,020	-	-	-
7107.2	Ground Level - Engineering Services	84,552	111,953	3,301	1,734	4,108	6,700	10,518	12,700	18,835
7107.3	Ground Level - SAR Imagery	85,000	159,752	73,000	-	-	-	438	-	17,000
7107.6	Ground Level - Contract Services	45,180	90,142	4,493	722	-	-	-	-	-
7107.80	Ground Level - Capital Equipment	12,170	12,170	-	-	409	1,000	83	2,000	133
7108.31	IEUA - Prado Basin Habitat Monitoring	69,376	69,376	542	-	-	1,338	10,020	25,390	18,559
7108.6	IEUA - PBHSP - Outside Pro	5,000	5,000	-	-	-	9,000	-	-	-
7109.3	Recharge & Well Monitoring - Engineering Serv.	32,512	32,512	-	1,627	-	-	3,400	-	1,000
7110.3	Agriculture Production and Estimation	23,060	48,280	-	-	-	-	-	-	7,713
7111.3	Support for Implementation of Improved Data Col	19,696	19,696	-	-	-	500	4,500	3,000	2,000
7202.2	Comp Recharge - Engineering Services	294,560	294,560	853	1,488	1,204	4,757	37,521	34,239	36,757
7206.1	GRCC & IEUA - SB88 Specification to Ensure Co	-	-	2,836	8,991	2,226	5,000	5,000	15,000	15,000
7210	2023 RMPU Recharge Master Plan Scoping	45,012	45,012	-	-	-	-	2,500	2,500	15,000
7303	OBMP - Engineering Services - Desalters	21,788	21,788	429	-	-	-	2,000	2,000	2,000
7402	OBMP - Engineering Services - MZ1	126,182	130,524	17,829	27,498	27,823	5,748	2,055	2,000	5,250
7402.1	OBMP - Engineering Services - Northwest MZ1	252,140	302,992	26,812	8,234	29,322	9,598	22,327	20,279	25,809
7502	OBMP - Engineering Services - WQC	109,380	109,380	-	5,657	25,701	6,500	-	-	10,722
7510	IEUA - Update Recycled Water Permit - Salinity	59,076	118,466	10,788	8,962	15,696	20,000	65,000	50,000	45,000
7511	As requested services to support Watermaster an	25,829	25,829	53	579	605	2,152	2,152	2,152	2,152
7610	Support Implementation of the 2020 Storage Mar	43,220	43,220	-	-	-	-	-	-	7,203
Totals		\$ 2,737,082	\$ 3,250,236	\$ 187,298	\$ 154,469	\$ 156,850	\$ 216,829	\$ 333,587	\$ 320,842	\$ 374,895

11/2/2020-10:04 AM
2020-21 CBWM_Invoice_Summary_ISBM_20201029-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 2020/21
As of September 30, 2020

Acct #	Description	Projected Feb-21	Projected Mar-21	Projected Apr-21	Projected May-21	Projected Jun-21	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	\$ 68,274	\$ 69,545	\$ 54,912	\$ 52,938	\$ 50,699	\$ 546,237	\$ 546,237	\$ 63,243	11%	90%
6906.26	Support 2020 OBMP Implementation Plan Update	7,500	7,500	7,500	7,500	7,500	94,230	94,230	1,100	28%	99%
6906.26	Complete Partial Update of 2018 SFI and Support	16,600	16,600	16,600	2,470	-	182,000	182,000	-	0%	100%
6906.73	Support 2020 Safe Yield Implementation	9,921	9,921	9,921	9,921	9,921	65,280	65,280	-	0%	100%
6906.21	State of the Basin Report	24,373	20,373	20,373	25,373	13,872	162,983	162,983	-	0%	100%
6906.15	IEUA - Integrated Model Meetings and Technical	2,130	2,130	2,130	2,130	2,130	21,199	10,599	10,601	10%	50%
7103.3	GW and SW Quality - Engineering Services	23,235	21,463	7,450	9,097	13,200	184,891	184,891	15,239	15%	92%
7103.5	GW and SW Quality - Laboratory Services	-	350	2,660	-	-	56,240	56,240	920	47%	98%
7104.3	GW Level - Engineering Services	17,379	18,463	12,266	18,189	20,343	180,052	180,052	19,970	14%	90%
7104.8	GW Level - Contract Services	-	-	-	-	-	11,000	11,000	(1,000)	0%	110%
7104.9	GW Level - Capital Services	-	-	-	-	16,000	17,020	17,020	(9,020)	0%	213%
7107.2	Ground Level - Engineering Services	5,624	4,431	4,811	6,971	32,032	111,764	111,764	189	8%	100%
7107.3	Ground Level - SAR Imagery	110	-	55	14,021	47,752	152,375	152,375	7,377	46%	95%
7107.6	Ground Level - Contract Services	35,021	-	-	-	49,905	90,141	90,141	-	8%	100%
7107.80	Ground Level - Capital Equipment	84	2,000	625	172	2,000	8,506	8,506	3,664	3%	70%
7108.31	IEUA - Prado Basin Habitat Monitoring	24,242	30,800	19,585	5,990	3,336	139,752	69,876	(500)	1%	101%
7108.6	IEUA - PBHSP - Outside Pro	-	-	-	-	-	9,000	4,500	0	0%	90%
7109.3	Recharge & Well Monitoring - Engineering Serv.	3,400	7,200	7,000	3,400	2,500	29,527	29,527	2,985	5%	91%
7110.3	Agriculture Production and Estimation	7,713	7,713	7,713	7,713	7,713	46,280	46,280	-	0%	100%
7111.3	Support for Implementation of Improved Data Col	1,500	1,000	2,500	2,696	2,000	19,696	19,696	-	0%	100%
7202.2	Comp Recharge - Engineering Services	37,521	34,239	36,757	31,599	28,317	285,249	285,249	9,311	1%	97%
7206.1	GRCC & IEUA - SB88 Specification to Ensure Co	15,000	15,000	15,000	12,534	-	111,587	-	-	n/a	n/a
7210	2023 RMPU Recharge Master Plan Scoping	15,000	10,012	-	-	-	45,012	45,012	-	0%	100%
7303	OBMP - Engineering Services - Desalters	2,000	4,000	2,000	2,000	2,200	18,629	18,629	3,159	2%	86%
7402	OBMP - Engineering Services - MZ1	10,000	7,800	3,448	4,091	17,000	130,539	130,539	(15)	56%	100%
7402.1	OBMP - Engineering Services - Northwest MZ1	20,000	44,000	40,725	47,200	23,271	317,376	317,376	(14,384)	21%	105%
7502	OBMP - Engineering Services - WQC	13,076	23,860	13,866	-	2,132	101,514	101,514	7,866	29%	93%
7510	IEUA - Update Recycled Water Permit - Salinity	20,000	10,000	10,000	5,000	4,241	264,667	118,466	-	30%	100%
7511	As requested services to support Watermaster an	2,152	2,152	2,152	2,152	2,152	20,604	20,604	5,225	5%	80%
7610	Support Implementation of the 2020 Storage Man	7,203	7,203	7,203	7,203	7,203	43,220	43,220	-	0%	100%
Totals		\$ 389,058	\$ 377,755	\$ 307,231	\$ 280,358	\$ 367,419	\$ 3,466,592	\$ 3,123,808	\$ 126,430	77%	96%

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

11/2/2020-10:04 AM
2020-21 CBWM_Invoice_Summary_JSBM_20201029-Projection Summary



Watermaster does not plan to present any Budget Transfers or Budget Amendments at this time. The Fiscal Year 2020/21 Progress and Estimated Cost at Completion for the Period July 1, 2020 through September 30, 2020 report from Wildermuth Environmental, Inc. is provided. Please access this link:

<https://cbwm.synctool.com/shares/file/BeyeZEILLbl/?modal=1>

July 2020:

The breakdown of the total Task Order amount of \$2,737,082 for the FY 2020/21 Engineering Services includes direct labor costs for Wildermuth Environmental, Inc. (90.6%) at \$2,480,970 along with other direct charges such as equipment rental, laboratory fees, travel costs, reproduction costs, and outside professional services (9.4%) at \$256,112.

The approved "Original" Engineering Services budget of \$2,737,082 was increased by "Carry Over" funding in the amount of \$386,947.58 to the "Amended" amount of \$3,124,029.58 for FY 2020/21 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 2020/21 timeframe or future years.

The explanations regarding the Carry-Over amount of \$386,947.58 from FY 2019/20 to the FY 2020/21 budget is provided as follows:

1. Agriculture Production and Estimation (Account 6906): \$23,220. WEI requested this carryover budget to complete the Agriculture Production and Estimation work that was originally scheduled to be performed in FY 2019/20, but was pushed to FY 2020/21 as per the FY 2020/21 budget.
2. 2020 OBMP Update (Account 6906.26): \$46,236. The FY2020/21 budget assumed the drafting sessions for the OBMP Implementation Plan (IP) would be completed in FY 2019/20. WEI requested to carryover the unspent portion of the FY2019/20 revised budget to complete the IP drafting sessions.

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

3. Ground Level – Engineering Services (Account 7107.2): \$27,400. The City of Chino Hills did not perform the long-term pumping and injection tests included in the FY2019/20 budget as recommended by the Ground-Level Monitoring Committee. WEI requested this carryover to support the logistics, data collection, and analysis of data from the long-term pumping and injection tests, if these tests are performed by the City in FY2020/21.
4. Ground Level – SAR Imagery (Account 7107.3): \$74,752. WEI requested this carryover budget associated with the purchase of satellite data and the processing of the data for displacement measurement. The work was completed in FY2019/20, but the invoice has yet to be received from the subcontractor.
5. Ground Level – Contract Services (Account 7107.6): \$44,962. WEI requested this carryover budget for the Ground Level surveyor to finalize the processing of the data collected in FY2019/20. These delays sometimes occur because the surveying occurs near the end of the fiscal year.
6. GRCC & IEUA – SB88 Specification to Ensure Compliance with Regulations (Account 7206.1): Watermaster’s portion is \$55,793.58 (50% GRCC budget and 50% IEUA). WEI requested this carryover budget to finalize the SB88 work in FY 2020/21, including the preparation of a technical memorandum summarizing the results. This work was delayed due to the timing of IEUA’s response to data requests and the limitation of visiting recharge basins with IEUA staff during COVID-19.
7. OBMP – Engineering Services – MZ1 (Account 7402): \$4,342. WEI requested this carryover budget to finalize the figures for the Annual Report of the Ground-Level Monitoring Committee which will be published in FY2020/21. It is typical for this work to be carried over due to delays in receiving data from land subsidence subcontractors.
8. OBMP – Engineering Services – Northwest MZ1 (Account 7402.1): \$50,852. WEI requested this carryover budget to finalize the implementation of the Northwest MZ-1 monitoring program, including the final setup and testing of monitoring equipment at the Pomona Extensometer which was delayed due to COVID-19.
9. IEUA – Update Recycled Water Permit – Salinity (Account 7510): \$155,924 (Watermaster’s portion is \$59,390). WEI requested this carryover budget to continue the 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 and now is scheduled to be completed in December 2020.

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.

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

- c. Collect, check, and upload historical air photos and vegetation survey data in the Prado Basin region.
 - d. Collect, check, and upload historical Landsat data in the Prado Basin region.
2. A Climate Monitoring Program, including, but not limited to, the following sub-task:
 - a. Collect, check, and upload climatic data on an annual basis
 3. Preparation of the AMP Annual Report (Annual Report), including, but not limited to, the following sub-tasks:
 - a. Water level monitoring, vegetation survey, photo monitoring, landsat data, climate data and analysis of the components.
 - b. Analyze data and prepare an administrative draft of the Annual Report for Watermaster/IEUA.
 - c. Incorporate the Watermaster and IEUA comments and prepare a draft Annual Report for review by the PBHSC.
 - d. Meet with PBHSC to review draft Annual Report.
 - e. Incorporate PBHSC comments and finalize the Annual Report.
 4. Annual license fees for monitoring wells.
 5. Project management and administration activities associated with the Program undertaken by a Party's consultant, including, but not limited to, the following sub-tasks:
 - a. Ad-Hoc Meetings
 - b. Preparation of scope and budget for the Program
 - c. Project administration and financial reporting
 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.

	West Yost Associates	50% Billing "TO" IEUA	50% Billing "FROM" IEUA	Costs For Watermaster
Jul. 2020 - Apr. 2021	\$ 81,938.65	\$ (40,969.33)	\$ -	\$ 40,969.33
Totals	\$ 81,938.65	\$ (40,969.33)	\$ -	\$ 40,969.33
	7108.31	7108.31	7108.31	
Maximum Costs	\$ 148,752.00	\$ 74,376.00	\$ 74,376.00	\$ 74,376.00

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

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, 2021.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

December 2020:

Replenishment water of 534.7 AF was purchased from Three Valleys Municipal Water District for the amount of \$410,114.90 (\$767.00/AF) during the month of December 2020.

November 2020:

Replenishment water of 1,377.8 AF was purchased from Three Valleys Municipal Water District for the amount of \$1,056,772.60 (\$767.00/AF) during the month of November 2020.

October 2020:

The 2nd quarter Basin Recharge O&M expense (account 7206) in the amount of \$362,142.76 was recorded during the month of October and payment issued directly to IEUA.

July 2020:

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 2020/21 annual administrative fee invoice was issued on July 1, 2020 in the amount of \$173,102.47 under invoice number 2020-07-CUP. Payment in the amount of \$173,102.47 was received and deposited on August 4, 2020.

The 1st quarter Basin Recharge O&M expense (account 7206) in the amount of \$362,142.76 was recorded during the month of July, along with the FY 2020/21 annual debt service expense (account 7690.1) of \$534,496 (both expenses payable directly to IEUA).

POOL LEGAL SERVICES FUND ACCOUNTING

Each Pool has a Fund Account created to pay their own legal service invoices. The legal services invoices are funded and paid using the Fund accounts (8467 for the OAP, 8567 for the ONAP, and 8367 for the AP). These Fund Accounts are replenished at the direction of each Pool, and the legal service invoices are approved by the Pool leadership and when paid by Watermaster, are deducted from the existing Fund Account balances. If the Fund Account for any Pool reaches zero, no further payments can be paid from the Fund and a replenishment action must be initiated by the Pool.

Normally, the Watermaster Admin Reserve would not be used to fund any of the Pool's legal services invoices. However, for the Agricultural Pool, the amount of \$102,557.12 was used from the Watermaster Admin Reserve to fund the shortfall created when the November 19, 2020 Assessment invoices totaling \$500,000 were not paid in full. In fact, \$115,263.88 was paid, leaving a balance due of \$384,736.12 ($\$115,263.88 + \$384,736.12 = \$500,000$) which still remains unpaid. Through November 2020, invoices totaling \$217,821.00 had been paid for the Agricultural Pool. Please note the invoices issued on November 19, 2020 were due on December 21, 2020. The available cash of \$115,263.88 and payments issued of \$217,821.00 left a Fund balance shortfall of \$102,557.12 which was temporarily funded through Admin Reserves ($\$217,821.00 - \$115,263.88 = \$102,557.12$). The Admin Reserve amount of \$102,557.12 will need to be refunded back to Watermaster.

<u>Fund Balance for Agricultural Pool</u> <u>Account 8467</u>		<u>Agricultural Pool Reserve Funds</u> <u>As shown the B-3 Financial Report</u>	
Beginning Balance July 1, 2020:	\$ -	Agricultural Pool Reserve Funds Balance as of June 30, 2020:	\$ 515,498.06
Additions:		Additions:	
Assessment issued November 19, 2020 for \$500,000 with outstanding balance of \$384,736.12	\$ 115,263.88	AP payments w/o Escrow instructions (\$165,694.75 - \$161,070.09)	\$ 4,624.66
Admin Reserve used to cover shortfall *	\$ 102,557.12	Y-T-D Interest earned on Ag Pool Funds FY 2020/21	\$ 1,793.61
Subtotal Additions:	\$ 217,821.00	Subtotal Additions:	\$ 6,418.27
From Agricultural Pool Reserve Funds	\$ 160,419.00	Reductions:	
Total Additions:	\$ 378,240.00	Actual vs. Budget Shortfall from FY 2019/20	\$ (165,694.75)
Reductions:		Mediation invoice paid	\$ (8,450.00)
Invoices paid July 2020 - November 2020	\$ (217,821.00)	Subtotal Reductions:	\$ (174,144.75)
Invoices paid December 2020 - April 2021	\$ (160,419.00)	Invoices paid December 2020 - April 2021	\$ (160,419.00)
Subtotal Reductions:	\$ (378,240.00)	Total Reductions	\$ (334,563.75)
Ending Fund Balance as of April 30, 2021	\$ -	Agricultural Pool Reserve Funds Balance as of April 30, 2021:	\$ 187,352.58

* The Admin Reserve amount of \$102,557.12 will need to be refunded back to Watermaster.

Note: Balance of \$187,352.58 as shown on B-3 Financial Report

<u>Fund Balance For Non-Agricultural Pool</u> <u>Account 8567</u>	
Beginning Balance July 1, 2020:	\$ 23,301.60
Additions:	
Assessment issued November 19, 2020 and paid	\$ 75,000.00
Reductions:	
Invoices paid July 2020 - April 2021	\$ (45,486.85)
Ending Fund Balance as of April 30, 2021	\$ 52,814.75

<u>Fund Balance For Appropriative Pool</u> <u>Account 8367</u>	
Beginning Balance July 1, 2020:	\$ 33,788.25
Additions:	
Assessment issued November 19, 2020 and paid	\$ 130,000.00
Assessment issued February 19, 2021 and paid	\$ 135,000.00
Subtotal Additions:	\$ 265,000.00
Reductions:	
Invoices paid July 2020 - January 2021	\$ (148,108.00)
Accrued February 2021 - April 2021 (not paid)	\$ (60,000.00)
Subtotal Reductions:	\$ (208,108.00)
Ending Fund Balance as of April 30, 2021	\$ 90,680.25

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

“CARRY OVER” FUNDING
 BACKGROUND OF “CARRY OVER” FUNDING

CURRENT MONTH – APRIL 2021

As of April 30, 2021, the total (YTD) amount remaining of the “Carried Over” funding is \$2,091,322.18 (\$2,546,648.17 - \$455,325.99 = \$2,091,322.18).

The following details are provided:

“Carried Over” Expenses At June 30, 2020

Other Office Equipment - Boardroom Upgrades	\$ 40,000.00	A	6038	FY 2019/20	ADMIN
Blomquist Report - Update	\$ 7,500.00	B	6061.6	FY 2017/18	ADMIN
Meter Installation - New Meter Installation	\$ 175,400.00	C	7102.65	FY 2018/19	OBMP
Meter Installation - Calibration and Testing	\$ 181,650.00	D	7102.8	FY 2018/19	OBMP
2020 OBMP Update - Tom Dodson & Associates	\$ 18,221.48	E	6908.1	FY 2019/20	OBMP
OBMP Engineering Services	\$ 23,220.00	F	6906	FY 2019/20	ENG
2020 OBMP Update - Engineering	\$ 46,236.00	G	6906.26	FY 2019/20	ENG
Ground Level Monitoring - Engineering	\$ 27,400.00	H	7107.2	FY 2019/20	ENG
Ground Level Monitoring - SAR Imagery	\$ 74,752.00	I	7107.3	FY 2019/20	ENG
Ground Level Monitoring - Contract Services	\$ 44,962.00	J	7107.6	FY 2019/20	ENG
SB88-Specs-Ensure Compliance-50% IEUA	\$ 55,793.58	K	7206.1	FY 2019/20	ENG
PE4 - OBMP - Engineering	\$ 4,342.00	L	7402	FY 2019/20	ENG
PE4 - Northwest MZ-1 Area Project	\$ 43,636.91	M	7402.1	FY 2018/19	ENG
PE4 - Northwest MZ-1 Area Project	\$ 50,852.00	M	7402.1	FY 2019/20	ENG
IEUA - Update Recycle Water Permit - Salinity	\$ 59,390.00	N	7510	FY 2019/20	ENG
RMPU Amendment (TO #1)	\$ 56,794.57	O	7690.15	FY 2016/17	PROJ
East Declaz Basin (TO #1)	\$ 1,171.33	P	7690.16	FY 2016/17	PROJ
GWR SCADA Upgrades (TO #4)	\$ 7,025.00	Q	7690.61	FY 2014/15	PROJ
GWR SCADA Upgrades (TO #4)	\$ 38,675.00	Q	7690.61	FY 2015/16	PROJ
GWR SCADA Upgrades (TO #4)	\$ 58,510.50	Q	7690.61	FY 2019/20	PROJ
Upper Santa Ana River HCP (TO #7)	\$ 15,062.88	R	7690.7	FY 2014/15	PROJ
Upper Santa Ana River HCP (TO #7)	\$ 5,000.00	R	7690.7	FY 2015/16	PROJ
Lower Day Basin RMPU (TO #2)	\$ 238,646.90	S	7690.8	FY 2016/17	PROJ
Funds on Hold for Projects - Form T-18-07-01	\$ 1,272,406.02	T	7690.9	FY 2017/18	PROJ
Total Balance, July 1, 2020	\$ 2,546,648.17				

"Carried Over" Balance, July 1, 2019	\$ 2,546,648.17				
Less: (Invoices Received To Date FY 2019/20)					
Other Office Equipment - Boardroom Upgrades	\$ (9,497.25)	A	6038	FY 2019/20	ADMIN
Blomquist Report - Update	\$ (7,500.00)	B	6061.6	FY 2017/18	ADMIN
Meter Installation - New Meter Installation	\$ -	C	7102.65	FY 2018/19	OBMP
Meter Installation - Calibration and Testing	\$ -	D	7102.8	FY 2018/19	OBMP
2020 OBMP Update - Tom Dodson & Associates	\$ (18,221.48)	E	6908.1	FY 2019/20	OBMP
OBMP Engineering Services	\$ (22,580.00)	F	6906 ²	FY 2019/20	ENG
2020 OBMP Update - Engineering	\$ (45,736.00)	G	6906.26 ³	FY 2019/20	ENG
Ground Level Monitoring - Engineering	\$ (27,400.00)	H	7107.2 ⁴	FY 2019/20	ENG
Ground Level Monitoring - SAR Imagery	\$ (73,000.00)	I	7107.3 ⁵	FY 2019/20	ENG
Ground Level Monitoring - Contrat Services	\$ (44,962.00)	J	7107.6 ⁶	FY 2019/20	ENG
SB88-Specs-Ensure Compliance-50% IEUA	\$ (48,208.35)	K	7206.1 ⁷	FY 2019/20	ENG
PE4 - OBMP - Engineering	\$ (4,342.00)	L	7402 ⁸	FY 2019/20	ENG
PE4 - Northwest MZ-1 Area Project	\$ (43,636.91)	M	7402.1	FY 2018/19	ENG
PE4 - Northwest MZ-1 Area Project	\$ (50,852.00)	M	7402.1 ⁹	FY 2019/20	ENG
IEUA - Update Recycle Water Permit - Salinity	\$ (59,390.00)	N	7510 ^A	FY 2019/20	ENG
RMPU Amendment (TO #1)	\$ -	O	7690.15	FY 2016/17	PROJ
East Declez Basin (TO #1)	\$ -	P	7690.16	FY 2016/17	PROJ
GWR SCADA Upgrades (TO #4)	\$ -	Q	7690.61	FY 2014/15	PROJ
GWR SCADA Upgrades (TO #4)	\$ -	Q	7690.61	FY 2015/16	PROJ
GWR SCADA Upgrades (TO #4)	\$ -	Q	7690.61	FY 2019/20	PROJ
Upper Santa Ana River HCP (TO #7)	\$ -	R	7690.7	FY 2014/15	PROJ
Upper Santa Ana River HCP (TO #7)	\$ -	R	7690.7	FY 2015/16	PROJ
Lower Day Basin RMPU (TO #2)	\$ -	S	7690.8	FY 2016/17	PROJ
Funds on Hold for Projects - Form T-18-07-01	\$ -	T	7690.9 ¹	FY 2017/18	PROJ
Updated Balance as of April 30, 2021	\$ 2,091,322.18				

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 2019/20. Work required to finish the Agriculture Production and estimation work.

³ Engineering work not completed in FY 2019/20. Work required to finish the 2020 OBMP Update work scheduled for FY 2019/20.

⁴ Engineering work not completed in FY 2019/20. Work required to perform GL surveys for the long-term pumping test and injection test.

⁵ Engineering work not completed in FY 2019/20. Carry-over funding required to complete the InSAR data purchase.

⁶ Engineering work not completed in FY 2019/20. Work required by the GL surveyor to finalize processing data.

⁷ Engineering work not completed in FY 2019/20. Work required to finalize the SB88 Specification to ensure compliance.

⁸ Engineering work not completed in FY 2019/20. Work required to finalize data analysis and reporting.

⁹ Engineering work not completed in FY 2019/20. Work required to finalize implementation of the Northwest MZ-1 monitoring program.

^A Engineering work not completed in FY 2019/20. Work required to finalize the FY 2019/20 portion of the Salinity project.

Updated Balance as of April 30, 2021

Other Office Equipment - Boardroom Upgrades	\$ 30,502.75	A	6038	FY 2019/20	ADMIN
Blomquist Report - Update	\$ -	B	6061.6	FY 2017/18	ADMIN
Meter Installation - New Meter Installation	\$ 175,400.00	C	7102.65	FY 2018/19	OBMP
Meter Installation - Calibration and Testing	\$ 181,650.00	D	7102.8	FY 2018/19	OBMP
2020 OBMP Update - Tom Dodson & Associates	\$ -	E	6908.1	FY 2019/20	OBMP
OBMP Engineering Services	\$ 640.00	F	6906	FY 2019/20	ENG
2020 OBMP Update - Engineering	\$ -	G	6906.26	FY 2019/20	ENG
Ground Level Monitoring - Engineering	\$ -	H	7107.2	FY 2019/20	ENG
Ground Level Monitoring - SAR Imagery	\$ 1,752.00	I	7107.3	FY 2019/20	ENG
Ground Level Monitoring - Contrat Services	\$ -	J	7107.6	FY 2019/20	ENG
SB88-Specs-Ensure Compliance-50% IEUA	\$ 8,085.23	K	7206.1	FY 2019/20	ENG
PE4 - OBMP - Engineering	\$ -	L	7402	FY 2019/20	ENG
PE4 - Northwest MZ-1 Area Project	\$ -	M	7402.1	FY 2018/19	ENG
PE4 - Northwest MZ-1 Area Project	\$ -	M	7402.1	FY 2019/20	ENG
IEUA - Update Recycle Water Permit - Salinity	\$ 0.00	N	7510	FY 2019/20	ENG
RMPU Amendment (TO #1)	\$ 56,794.57	O	7690.15	FY 2016/17	PROJ
East Declaz Basin (TO #1)	\$ 1,171.33	P	7690.16	FY 2016/17	PROJ
GWR SCADA Upgrades (TO #4)	\$ 7,025.00	Q	7690.61	FY 2014/15	PROJ
GWR SCADA Upgrades (TO #4)	\$ 38,675.00	Q	7690.61	FY 2015/16	PROJ
GWR SCADA Upgrades (TO #4)	\$ 58,510.50	Q	7690.61	FY 2019/20	PROJ
Upper Santa Ana River HCP (TO #7)	\$ 15,062.88	R	7690.7	FY 2014/15	PROJ
Upper Santa Ana River HCP (TO #7)	\$ 5,000.00	R	7690.7	FY 2015/16	PROJ
Lower Day Basin RMPU (TO #2)	\$ 238,646.90	S	7690.8	FY 2016/17	PROJ
Funds on Hold for Projects - Form T-18-07-01	\$ 1,272,406.02	T	7690.9	FY 2017/18	PROJ
Updated Balance as of April 30, 2021	\$ 2,091,322.18				

ADMINISTRATION SERVICES:

Unspent funds related to ongoing projects and associated activities from the Administration Services budget from FY 2019/20 totaling \$47,500.00 were "Carried Over" into the current FY 2020/21 budget. These funds were from the Other Office Equipment-Boardroom Upgrades [A] in the amount of \$40,000 in account 6038 and the Blomquist Report-Update [B] 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 2020/21 budget. These funds were from the Meter Installation - New Meter Installation [C] in the amount of \$175,400 in account (7102.65); and Meter Installation - Calibration and Testing [D] in the amount of \$181,650 in account (7102.8). The total amount available is \$357,050 (\$175,400 + \$181,650 = \$357,050).

The OBMP Update costs relate to the contract between Tom Dodson and Associates and CBWM to procure environmental review services for the 2020 OBMP Update. The original budget was \$225,500 and was approved during FY 2019/20. At the end of June 30, 2020 a remaining balance in the fund of \$18,221.48

was "Carried Over" into the current FY 2020/21 budget. The 2020 OBMP Update - Tom Dodson & Associates [E] in the amount of \$18,221.48 in account (6908.1).

ENGINEERING SERVICES:

Unspent funds related to ongoing projects and associated activities from the Engineering Services budget from FY 2019/20 in several accounts totaling \$430,584.49 were "Carried Over" into the current FY 2020/21 budget. These funds were from the OBMP Engineering Services [F] in the amount of \$23,220 in account (6906); 2020 OBMP Update-Engineering [G] in the amount of \$46,236 in account (6906.26); Ground Level Monitoring-Engineering [H] in the amount of \$27,400 in account (7107.2); Ground Level Monitoring-SAR Imagery [I] in the amount of \$74,752 in account (7107.3); Ground Level Monitoring-Contract Services [J] in the amount of \$44,962 in account (7107.6); SB88 Specs-Ensure Compliance-50% IEUA [K] in the amount of \$55,793.58 in account (7206.1); PE4-OBMP-Engineering [L] in the amount of \$4,342 in account (7402); PE4 - Northwest MZ-1 Area Project [M] in the amount of \$94,488.91 in account (7402.1); and PE6&7 - IEUA Salinity Management Plan [N] in the amount of \$59,390 in account (7510). The total amount available is \$430,584.49 (\$23,220 + \$46,236 + \$27,400 + \$74,752 + \$44,962 + \$55,793.58 + \$4,342 + \$94,488.91 + \$59,390 = \$430,584.49).

COMPLETED PROJECTS WITH FUNDING AVAILABLE:

Several projects were completed during FY 2019/20 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 Declerz Basin [P] in the amount of \$1,171.33 (account 7690.16); and GWR SCADA Upgrades (TO#4) [Q] in the amount of \$104,210.50 (account 7690.61). The total amount available is \$105,381.83 (\$1,171.33 + \$104,210.50 = \$105,381.83).

ONGOING RECHARGE IMPROVEMENT PROJECTS:

The RMPU Amendment-Task Order #1 [O] 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 [R] has a remaining funded balance of \$20,062.88 in account (7690.7); and the Lower Day Basin RMPU-Task Order #2 [S] 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" [T] 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, 2021, any remaining balances of the FY 2019/20 and prior years funding (if any), along with any new FY 2020/21 expenses, will then be "Carried Over" into the FY 2021/22 budget.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

None

AUDIT FIELD WORK

CURRENT MONTH – APRIL 2021

The auditors from the audit firm of Fedak & Brown LLP are scheduled to begin the interim field work on June 8, 2021 through June 9, 2021. The tentative plan is for the auditors not to be onsite at the Watermaster office for the interim field audit. Instead, all of the audit schedules, accounts payable selections, accounts

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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, 2020 through March 31, 2021. The final field work for the period of April 1, 2021 through June 30, 2021 has been tentatively scheduled for September 2021.

The Annual Financial and Audit Reports are tentatively scheduled for presentation to the Watermaster Board by Fedak & Brown LLP at the October 28, 2021 Board meeting. The Annual Financial and Audit Reports for FY 2020/21 are tentatively scheduled for posting to the Watermaster website no later than October 31, 2021.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

October 2020:

The final field work for the period of April 1, 2020 through June 30, 2020 was completed on September 21 and 22, 2020. Due to the COVID-19 pandemic, the auditors did not come into 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 were provided to the auditors electronically via Dropbox software.

The Annual Financial and Audit Reports were presented to the Watermaster Board by Fedak & Brown LLP at the November 19, 2020 Board meeting. The Annual Financial and Audit Reports for FY 2019/20 were posted to the Watermaster website on October 28, 2020.

FY 2020/21 EXHIBIT "G" NON-AGRICULTURAL POOL SALE OF WATER

CURRENT MONTH – APRIL 2021

No Exhibit "G" activity for the month to report.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

January 2021:

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 29, 2021 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 1, 2021 to submit their Intent to Purchase forms to notify Watermaster if they were each interested in purchasing their allocation of the water.

As of March 1, 2021, no Appropriators submitted their Intent to Purchase forms to Watermaster.

December 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 30, 2020, Hamner Park Associates, a California Limited Partnership notified Watermaster of the availability of 800 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

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meeting on November 23, 2020, the ONAP set a price of \$695.00 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 29, 2021 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 have until March 1, 2021 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.

ASSESSMENTS AND OTHER INVOICING

CURRENT MONTH – APRIL 2021

FY 2020/21 Assessment Package:

Seven AP members did not pay their portion of the Ag Pool Legal Services amount as invoiced. These seven members are the City of Chino, Cucamonga Valley Water District, Fontana Union Water Company, Jurupa Community Services District, Monte Vista Water District, Monte Vista Irrigation Company, and the City of Ontario. The Ag Pool Legal Services amount invoiced to the entire AP members was \$500,000. The amount of \$115,263.88 has been received, while the amount of \$384,736.12 was not received from the seven AP members listed above, and remains outstanding to date.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

December 2020:

The FY 2020/21 Assessment Package was approved by the Advisory Committee and adopted by the Board on Thursday, November 19, 2020. The Assessment invoices were issued by Watermaster on Thursday, November 19, 2020 with payment due 30-days after invoice date. Payments were due to Watermaster on Monday, December 21, 2020. 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 judgment related payment not received as of 4:00pm on Monday, December 21, 2020.

As of December 21, 2020, all but two payments had been received in full, and seven payments were received with an outstanding balance remaining. The first late payment was from Arrowhead Mountain Spring Water Company (AP member). The check was received on January 14, 2021. The original payment was issued on December 4, 2020 but was lost in the U.S. Postal Service mail. After Watermaster contacted Arrowhead, a replacement check was issued, and later received on January 14, 2021. The original check (which was delayed in the U.S. Postal Service) eventually was received by Watermaster, and destroyed since the payment had been voided earlier by Arrowhead.

The second late payment was from San Antonio Winery (ONAP member). Watermaster contacted San Antonio Winery on December 23, 2020 to notify of a late payment. On January 6, 2021 a Notice of Delinquency was issued. On January 6, 2021 Watermaster received an email from San Antonio Winery stating that due to the COVID-19 Stay-At-Home-Order issued on December 6, 2020 for the Los Angeles area, their office is closed and they are unable to issue a check. On February 1, 2021 a check was received.

Seven AP members did not pay their portion of the Ag Pool Legal Services amount as invoiced. These seven members are the City of Chino, Cucamonga Valley Water District, Fontana Union Water Company, Jurupa Community Services District, Monte Vista Water District, Monte Vista Irrigation Company, and the City of Ontario. The Ag Pool Legal Services amount invoiced to the entire AP members was \$500,000. The amount of \$115,263.88 has been received, while the amount of \$384,736.12 was not received from the seven AP members listed above, and remains outstanding to date.

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November 2020:

The FY 2020/21 Assessment Package was approved by the Advisory Committee and adopted by the Board on Thursday, November 19, 2020. The Assessment invoices were issued by Watermaster on Thursday, November 19, 2020 with payment due 30-days after invoice date. Payments will be due to Watermaster on Monday, December 21, 2020. 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 judgment related payment not received as of 4:00pm on Monday, December 21, 2020.

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 2020:

As of November 10, 2020, of the nineteen (19) Special Assessment invoices totaling \$165,694.75 issued on August 25, 2020, all of the payments have been received. Four (4) of the payments totaling \$4,624.66 did not provide escrow instructions, while fifteen (15) of the payments totaling \$161,070.09 provided escrow instructions

September 2020

To date, of the nineteen (19) Special Assessment invoices totaling \$165,694.75 issued on August 25, 2020, only one (1) invoice has not been paid. The amount due of \$29,835.46 from one Appropriator is still outstanding and delinquent per the Judgment Section VI, 55 (b).

August 2020:

The Special Assessment invoices in the amount of \$165,694.75 were issued by Watermaster on Tuesday, August 25, 2020 with payment due 30-days after invoice date. Payments will be due to Watermaster on Friday, September 25, 2020. 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 judgment related payment not received as of 5:00pm on Friday, September 25, 2020.

July 2020:

On August 25, 2020 the Watermaster Board, after discussing a business item titled Overlying Agricultural Pool Legal Expense Increase, took action by a majority vote (8 yes and 1 no), directed staff to issue invoices to the Appropriative Pool Parties for the amount of \$165,694.75 for the unreimbursed increase, allocated on the basis of the Assessment Year 2019-2020 "Ag Pool Reallocation".

The Special Assessment invoices in the amount of \$165,694.75 were issued by Watermaster on Tuesday, August 25, 2020 with payment due 30-days after invoice date. Payments will be due to Watermaster on Friday, September 25, 2020. 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 judgment related payment not received as of 5:00pm on Friday, September 25, 2020.

Per the Judgment Section VI, 55 (b) Payment. Each assessment shall be payable on or before thirty (30) days after notice, and shall be the obligation of the party or successor owning the water production facility at the time written notice of assessment is given, unless prior arrangement for payment by others has been made in writing and filed with Watermaster.

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.

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 2021				Year-To-Date as of April 30, 2021				Fiscal Year End as of June 30, 2021			
	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%	173,102.47	176,203.00	-3,100.53	98.24%	173,102.47	176,203.00	-3,100.53	98.24%
4110 - Admin Asmnts-Approp Pool	0.00	0.00	0.00	0.0%	8,933,741.19	8,933,719.00	22.19	100.0%	8,933,741.19	8,933,719.00	22.19	100.0%
4120 - Admin Asmnts-Non-Agri Pool	0.00	0.00	0.00	0.0%	369,221.49	369,220.00	1.49	100.0%	369,221.49	369,220.00	1.49	100.0%
4700 - Non Operating Revenues	3.93	0.00	3.93	100.0%	40,836.78	104,650.00	-63,813.22	39.02%	60,103.91	130,813.00	-70,709.09	45.95%
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	3.93	0.00	3.93	100.0%	9,516,901.93	9,583,792.00	-66,890.07	99.3%	9,536,169.06	9,609,955.00	-73,785.94	99.23%
Gross Profit	3.93	0.00	3.93	100.0%	9,516,901.93	9,583,792.00	-66,890.07	99.3%	9,536,169.06	9,609,955.00	-73,785.94	99.23%
Expense												
6010 - Admin. Salary/Benefit Costs	90,992.39	102,188.00	-11,195.61	89.04%	906,357.21	1,000,477.00	-94,119.79	90.59%	1,181,091.11	1,198,051.00	-16,959.89	98.58%
6020 - Office Building Expense	9,657.22	10,577.00	-919.78	91.3%	98,543.49	101,168.00	-2,624.51	97.41%	118,367.10	121,072.00	-2,704.90	97.77%
6030 - Office Supplies & Equip.	1,986.26	2,150.00	-163.74	92.38%	28,573.07	165,125.00	-136,551.93	17.3%	165,859.56	169,800.00	-3,940.44	97.68%
6040 - Postage & Printing Costs	2,410.61	3,185.00	-774.39	75.69%	27,033.54	29,719.00	-2,685.46	90.96%	32,133.84	34,446.00	-2,312.16	93.29%
6050 - Information Services	10,659.75	14,361.00	-3,701.25	74.23%	124,898.70	145,474.00	-20,575.30	85.86%	160,765.66	171,484.00	-10,718.34	93.75%
6060 - Contract Services	393.68	400.00	-6.32	98.42%	50,597.52	51,800.00	-1,202.48	97.68%	52,097.52	52,600.00	-502.48	99.05%
6070 - Watermaster Legal Services	44,114.90	15,930.00	28,184.90	276.93%	503,361.82	169,205.00	334,156.82	297.49%	537,329.23	201,065.00	336,264.23	267.24%
6080 - Insurance	0.00	0.00	0.00	0.0%	39,599.81	43,989.00	-4,389.19	90.02%	43,849.81	45,342.00	-1,492.19	96.71%
6110 - Dues and Subscriptions	0.00	225.00	-225.00	0.0%	33,986.21	36,753.00	-2,766.79	92.47%	35,964.24	37,003.00	-1,038.76	97.19%
6140 - WM Admin Expenses	0.00	338.00	-338.00	0.0%	294.73	4,075.00	-3,780.27	7.23%	2,500.00	4,750.00	-2,250.00	52.63%
6150 - Field Supplies	387.51	113.00	274.51	342.93%	1,738.48	2,250.00	-511.52	77.27%	2,500.00	2,750.00	-250.00	90.91%
6170 - Travel & Transportation	1,540.00	1,825.00	-285.00	84.38%	15,307.39	19,955.00	-4,647.61	76.71%	19,685.52	24,170.00	-4,484.48	81.45%
6190 - Training, Conferences, Seminars	1,312.74	1,900.00	-587.26	69.09%	15,088.10	31,800.00	-16,711.90	47.45%	34,415.72	38,800.00	-4,384.28	88.7%
6200 - Advisory Committee Expenses	437.84	4,450.00	-4,012.16	9.84%	47,922.51	42,192.00	5,730.51	113.58%	57,896.68	50,983.00	6,913.68	113.56%
6300 - Watermaster Board Expenses	14,025.72	14,012.00	13.72	100.1%	139,593.26	158,607.00	-19,013.74	88.01%	173,117.25	186,455.00	-13,337.75	92.85%
8300 - Appr PI-WM & Pool Admin	24,101.41	28,280.00	-4,178.59	85.22%	283,648.94	279,824.00	3,824.94	101.37%	349,879.40	336,218.00	13,661.40	104.06%
8400 - Agri Pool-WM & Pool Admin	3,991.70	5,778.00	-1,786.30	69.08%	40,388.75	54,892.00	-14,503.25	73.58%	57,128.14	66,310.00	-9,181.86	86.15%
8467 - Ag Legal & Technical Services	26,075.00	41,667.00	-15,592.00	62.58%	378,240.00	416,666.00	-38,426.00	90.78%	498,130.00	500,000.00	-1,870.00	99.63%
8470 - Ag Meeting Attend -Special	1,750.00	1,850.00	-100.00	94.6%	27,700.00	18,500.00	9,200.00	149.73%	37,450.00	22,200.00	15,250.00	168.69%
8471 - Ag Pool Expense	0.00	21,250.00	-21,250.00	0.0%	18,484.00	85,000.00	-66,516.00	21.75%	18,484.00	85,000.00	-66,516.00	21.75%
8485 - Ag Pool - Misc. Exp. - Ag Fund	0.00	100.00	-100.00	0.0%	8,450.00	400.00	8,050.00	2,112.5%	8,450.00	400.00	8,050.00	2,112.5%
8500 - Non-Ag PI-WM & Pool Admin	9,690.95	11,400.00	-1,709.05	85.01%	78,660.45	111,241.00	-32,580.55	70.71%	91,321.20	133,946.00	-42,624.80	68.18%
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	-34,646.23	-38,648.00	4,001.77	89.65%	-296,865.97	-386,480.00	89,614.03	76.81%	-340,939.32	-463,776.00	122,836.68	73.51%
6900 - Optimum Basin Mgmt Plan	90,250.71	135,296.00	-45,045.29	66.71%	1,074,005.70	1,721,508.48	-647,502.78	62.39%	1,857,703.88	1,991,582.48	-133,878.60	93.28%
9501 - G&A Expenses Allocated-OBMP	9,251.45	10,855.00	-1,603.55	85.23%	116,963.26	108,547.00	8,416.26	107.75%	149,655.88	130,257.00	19,398.88	114.89%
7101 - Production Monitoring	10,333.28	7,521.00	2,812.28	137.39%	40,858.43	74,190.00	-33,331.57	55.07%	79,932.36	88,893.00	-8,960.64	89.92%
7102 - In-line Meter Installation	0.00	1,225.00	-1,225.00	0.0%	4,199.64	369,184.00	-364,984.36	1.14%	7,500.00	371,595.00	-364,095.00	2.02%
7103 - Grdwtr Quality Monitoring	6,053.15	26,711.00	-20,657.85	22.66%	180,735.33	266,425.00	-85,689.67	67.84%	311,883.56	319,618.00	-7,734.44	97.58%
7104 - Gdwtr Level Monitoring	21,663.86	24,311.00	-2,647.14	89.11%	208,880.68	242,415.00	-33,534.32	86.17%	271,996.96	290,805.00	-18,808.04	93.53%
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	50,954.27	35,239.00	15,715.27	144.6%	189,573.41	357,561.00	-167,987.59	53.02%	365,172.00	382,320.00	-17,148.00	95.52%

	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 2021				Year-To-Date as of April 30, 2021				Fiscal Year End as of June 30, 2021			
	Actual	Budget	\$ Over(Under)	% of Budget	Actual	Budget	\$ Over(Under)	% of Budget	Projected	Budget	\$ Over(Under)	% of Budget
7108 · Hydraulic Control Monitoring	20,055.22	8,097.00	11,958.22	247.69%	54,938.00	80,839.00	-25,901.00	67.96%	78,124.80	96,990.00	-18,865.20	80.55%
7109 · Recharge & Well Monitoring Prog	2,874.50	2,710.00	164.50	106.07%	11,798.25	27,094.00	-15,295.75	43.55%	31,258.80	32,512.00	-1,253.20	96.15%
7110 · Ag Production & Estimation	0.00	1,921.00	-1,921.00	0.0%	0.00	19,216.00	-19,216.00	0.0%	21,575.00	23,060.00	-1,485.00	93.56%
7111 · Improved Data Collection & Mgmt	630.50	1,642.00	-1,011.50	38.4%	6,101.10	16,414.00	-10,312.90	37.17%	17,726.40	19,696.00	-1,969.60	90.0%
7200 · PE2- Comp Recharge Pgm	390,368.96	400,089.00	-9,720.04	97.57%	1,467,263.30	1,883,262.58	-415,999.28	77.91%	1,940,672.84	1,958,966.58	-18,293.74	99.07%
7300 · PE3&5-Water Supply/Desalte	2,885.00	3,896.00	-1,011.00	74.05%	3,314.40	38,751.00	-35,436.60	8.55%	44,607.60	46,474.00	-1,866.40	95.98%
7400 · PE4- Mgmt Plan	12,945.75	32,650.00	-19,704.25	39.65%	285,277.04	425,208.91	-139,931.87	67.09%	486,343.88	490,467.91	-4,124.03	99.16%
7500 · PE6&7-CoopEfforts/SaltMgmt	5,543.58	17,180.00	-11,636.42	32.27%	126,499.18	231,058.00	-104,558.82	54.75%	257,860.20	265,373.00	-7,512.80	97.17%
7600 · PE8&9-StorageMgmt/Conj Use	1,463.74	5,622.00	-4,158.26	26.04%	18,831.23	55,961.00	-37,129.77	33.65%	52,991.38	67,117.00	-14,125.62	78.95%
7690 · Recharge Improvements	0.00	0.00	0.00	0.0%	534,496.00	2,227,788.20	-1,693,292.20	23.99%	1,009,496.00	2,227,788.20	-1,218,292.20	45.31%
7700 · Inactive Well Protection Prgm	0.00	41.00	-41.00	0.0%	0.00	416.00	-416.00	0.0%	450.00	500.00	-50.00	90.0%
9502 · G&A Expenses Allocated-Projects	25,394.78	27,793.00	-2,398.22	91.37%	179,902.71	277,933.00	-98,030.29	64.73%	191,283.44	333,519.00	-142,235.56	57.35%
Total Expense	859,550.20	986,130.00	-126,579.80	87.16%	7,075,239.67	11,006,404.17	-3,931,164.50	64.28%	10,513,711.64	12,156,603.17	-1,642,891.53	86.49%
Net Ordinary Income	-859,546.27	-986,130.00	126,583.73	87.16%	2,441,662.26	-1,422,612.17	3,864,274.43	-171.63%	-977,542.58	-2,546,648.17	1,569,105.59	38.39%
Other Income												
4210 · Approp Pool-Replenishment	0.00	0.00	0.00	0.0%	1,463,480.70	0.00	1,463,480.70	100.0%	1,463,481.30	0.00	1,463,481.30	100.0%
4220 · Non-Ag Pool-Replenishment	0.00	0.00	0.00	0.0%	32,069.27	0.00	32,069.27	100.0%	32,069.27	0.00	32,069.27	100.0%
4225 · Interest 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%
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%
4227 · AP Escrow Interest	26.50	0.00	26.50	100.0%	176.55	0.00	176.55	100.0%	245.00	0.00	245.00	100.0%
4600 · Groundwater Sales	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
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	26.50	0.00	26.50	100.0%	1,495,726.52	0.00	1,495,726.52	100.0%	1,495,795.57	0.00	1,495,795.57	100.0%
Other Expense												
5010 · Groundwater Replenishment	0.00	0.00	0.00	0.0%	1,511,362.17	0.00	1,511,362.17	100.0%	1,511,362.17	0.00	1,511,362.17	100.0%
5100 · Other Water Purchases	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9200 · Interest Expense	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9251 · Other Post Employment Benefits	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9996 · Refund-Excess Reserves-Approp.	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9996.5 · Refund-Basin O&M-Approp.	0.00	0.00	0.00	0.0%	127,581.99	0.00	127,581.99	100.0%	127,581.99	0.00	127,581.99	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%
9997.5 · Refund-Basin O&M-NonAg	0.00	0.00	0.00	0.0%	5,083.75	0.00	5,083.75	100.0%	5,083.75	0.00	5,083.75	100.0%
9998 · Refund-Recharge Debt-Approp.	0.00	0.00	0.00	0.0%	107,164.00	0.00	107,164.00	100.0%	107,164.00	0.00	107,164.00	100.0%
9999 · To/(From) Reserves	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.0%	1,751,191.91	0.00	1,751,191.91	100.0%	1,751,191.91	0.00	1,751,191.91	100.0%
Net Other Income	26.50	0.00	26.50	100.0%	-255,465.39	0.00	-255,465.39	100.0%	-255,396.34	0.00	-255,396.34	100.0%
Net Income	-859,519.77	-986,130.00	126,610.23	87.16%	2,186,196.87	-1,422,612.17	3,608,809.04	-153.68%	-1,232,938.92	-2,546,648.17	1,313,709.25	48.41%

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

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Cash Disbursements For The Month of
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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	05/04/2021	22799	ACCENT COMPUTER SOLUTIONS, INC.	143347	1012 · Bank of America Gen'l Ckg	
Bill	05/01/2021	143347		Monthly Services - May 2021	6052.4 · IT Managed Services	4,018.28
				Overwatch - May 2021	6052.5 · IT Data Backup/Storage	699.00
				OmniCloud - May 2021	6052.5 · IT Data Backup/Storage	170.00
				Office 365 Subscriptions/Business Premier - May 2	6052.4 · IT Managed Services	204.75
				Image office storage (per GB, per month)	6052.5 · IT Data Backup/Storage	795.86
TOTAL						5,887.89
Bill Pmt -Check	05/04/2021	22800	EUROFINS EATON ANALYTICAL		1012 · Bank of America Gen'l Ckg	
Bill	04/13/2021	L0563922		L0563922	7108.41 · Hydraulic Control - PBHSP	1,050.00
Bill	04/16/2021	L0564405		L0564405	7103.5 · Grdwtr Qual-Lab Svcs	848.00
TOTAL						1,898.00
Bill Pmt -Check	05/04/2021	22801	NELSON, ANNA	Tuition Reimbursement	1012 · Bank of America Gen'l Ckg	
Bill	04/27/2021			Tuition reimbursement-AN	6193 · Employee Training	237.74
TOTAL						237.74
Bill Pmt -Check	05/04/2021	22802	PREMIERE GLOBAL SERVICES	30528556	1012 · Bank of America Gen'l Ckg	
Bill	04/29/2021	30528556		Fee - General	6022 · Telephone	39.00
				Fee - Confidential	6022 · Telephone	39.00
				Call shortfalls	6022 · Telephone	78.00
				Service Fee	6022 · Telephone	25.51
TOTAL						181.51
Bill Pmt -Check	05/04/2021	22803	READY REFRESH BY NESTLE	0023230253	1012 · Bank of America Gen'l Ckg	
Bill	04/27/2021	0023230253		Office Water Bottle - April 2021	6031.7 · Other Office Supplies	91.08
TOTAL						91.08
Bill Pmt -Check	05/04/2021	22804	SAN BERNARDINO COUNTY - DEPT. AIRPORT: Lease No. CNO0000773		1012 · Bank of America Gen'l Ckg	
Bill	04/29/2021	CNO0000773		Annual rental payment-extensometer site	7107.9 · Grd Level-Other	1,596.00
TOTAL						1,596.00
Bill Pmt -Check	05/04/2021	22805	VISION SERVICE PLAN	00-101789-0001	1012 · Bank of America Gen'l Ckg	
Bill	04/27/2021	00101789		Vision Insurance Premium - May 2021	60182.2 · Dental & Vision Ins	93.83
TOTAL						93.83
Bill Pmt -Check	05/04/2021	22806	WEST YOST		1012 · Bank of America Gen'l Ckg	
Bill	03/31/2021	2044444		2044444	6906.31 · OBMP-Pool, Adv. Board Mtgs	8,601.75
Bill	03/31/2021	2044445		2044445	6906.32 · OBMP-Other General Meetings	17,532.75

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	03/31/2021	2044446		2044446	6906.71 · OBMP-Data Req.-CBWM Staff	11,310.00
Bill	03/31/2021	2044447		2044447	6906.72 · OBMP-Data Req.-Non CBWM Staff	339.00
Bill	03/31/2021	2044448		2044448	6906.23 · SGMA Reporting Requirements	3,237.50
Bill	03/31/2021	2044470		2044470	6906 · OBMP Engineering Services	1,594.50
Bill	03/31/2021	2044450		2044450	6906.1 · OBMP-Watermaster Model Update	8,551.00
Bill	03/31/2021	2044451		2044451	6906.24 · Compliance-SWRCB	5,075.25
Bill	03/31/2021	2044452		2044452	6906.26 · 2020 OBMP Update	1,664.25
Bill	03/31/2021	2044453		2044453	6906.73 · OBMP-2020 Safe Yield Recalc	5,087.25
Bill	03/31/2021	2044454		2044454	6906.21 · State of the Basin Report	42,804.00
Bill	03/31/2021	2044455		2044455	6906.15 · Integrated Model Mtgs-IEUA Cost	1,123.75
Bill	03/31/2021	2044456		2044456	7103.3 · Grdwtr Qual-Engineering	7,107.74
Bill	03/31/2021	2044457		2044457	7104.3 · Grdwtr Level-Engineering	9,685.43
Bill	03/31/2021	2044458		2044458	7107.2 · Grd Level-Engineering	6,466.87
Bill	03/31/2021	2044459		2044459	7107.2 · Grd Level-Engineering	113.00
Bill	03/31/2021	2044460		2044460	7402 · PE4-Engineering	14,492.75
Bill	03/31/2021	2044461		2044461	7402.10 · PE4 - Northwest MZ1 Area Proj.	3,308.25
Bill	03/31/2021	2044462		2044462	7108.31 · Hydraulic Control - PBHSP	10,261.00
Bill	03/31/2021	2044463		2044463	7111.3 · Data Collection & Mgmt-Eng. Ser	497.50
Bill	03/31/2021	2044464		2044464	7202.2 · Engineering Svc	7,498.91
Bill	03/31/2021	2044465		2044465	7206.1 · SB88 Specs-Ensure Compliance	3,530.00
Bill	03/31/2021	2044466		2044466	7210 · OBMP - 2023 RMPU	1,481.00
Bill	03/31/2021	2044467		2044467	7502 · PE6&7-Engineering	26,809.50
Bill	03/31/2021	2044468		2044468	7510 · PE6&7-IEUA Salinity Mgmt. Plan	3,273.75
Bill	03/31/2021	2044469		2044469	7511 · PE6&7-SAWBMPTask Force-50% IEU	131.50
TOTAL						201,578.20
Bill Pmt -Check	05/04/2021	ACH 050421	CALPERS	1394905143	1012 · Bank of America Gen'l Ckg	
Bill	05/01/2021	1394905143		Medical Insurance Premiums - May 2021	60182.1 · Medical Insurance	11,326.80
TOTAL						11,326.80
Bill Pmt -Check	05/10/2021	ACH 051021	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	04/30/2021	04/30/2021	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 04/18/21-05/01/21	2000 · Accounts Payable	8,986.85
TOTAL						8,986.85
Bill Pmt -Check	05/11/2021	22807	ACWA JOINT POWERS INSURANCE AUTHORITY	0666988	1012 · Bank of America Gen'l Ckg	
Bill	04/22/2021	0666988		Prepayment - June 2021	1409 · Prepaid Life, BAD&D & LTD	246.83
				May 2021	60191 · Life & Disab.Ins Benefits	246.83
TOTAL						493.66
Bill Pmt -Check	05/11/2021	22808	APPLIED COMPUTER TECHNOLOGIES	3341	1012 · Bank of America Gen'l Ckg	

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	04/30/2021	3341		Database Consulting Services - April 2021	6052.2 · Applied Computer Technol	3,850.00
TOTAL						3,850.00
Bill Pmt -Check	05/11/2021	22809	BOWCOCK, ROBERT	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/15/2021	4/15 Board Officers		4/15/21 Board Officers/Pool Chairs Meeting	6311 · Board Member Compensation	125.00
Bill	04/22/2021	4/22 Board Mtg		4/122/21 Board Meeting	6311 · Board Member Compensation	125.00
Bill	04/30/2021	4/30 Court Hearing		4/30/21 Court Hearing	6311 · Board Member Compensation	125.00
TOTAL						375.00
Bill Pmt -Check	05/11/2021	22810	BURRTEC WASTE INDUSTRIES, INC.	N2111961530	1012 · Bank of America Gen'l Ckg	
Bill	05/04/2021	N2111961530		Disposal Service - May 2021	6024 · Building Repair & Maintenance	135.72
TOTAL						135.72
Bill Pmt -Check	05/11/2021	22811	DE BOOM, NATHAN	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/08/2021	4/08 Ag Pool Mtg		4/08/21 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				4/08/21 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	05/11/2021	22812	EGOSCUE LAW GROUP, INC.	April 2021	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2021	General Counsel		Ag Pool Legal Services - April 2021	8467 · Ag Legal & Technical Services	26,075.00
TOTAL						26,075.00
Bill Pmt -Check	05/11/2021	22813	ELIE, STEVEN	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/22/2021	4/22 Board Mtg		4/22/21 Board Meeting	6311 · Board Member Compensation	125.00
Bill	04/30/2021	4/30 Court Hearing		4/30/21 Court Hearing	6311 · Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	05/11/2021	22814	EMPOWER LAB	Employee Training	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2021			Empower Lab - April 2021	6193 · Employee Training	1,075.00
TOTAL						1,075.00
Bill Pmt -Check	05/11/2021	22815	FILIPPI, GINO	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/08/2021	4/08 Ag Pool Mtg		4/08/21 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/22/2021	4/22 Board Mtg		4/22/21 Board Meeting	8470 · Ag Meeting Attend -Special	125.00
TOTAL						250.00
Bill Pmt -Check	05/11/2021	22816	FOLSOM, BETTY	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/12/2021	4/12 Call w/Bd Chair		4/12/21 call with J. Curatalo and P. Rogers	6311 · Board Member Compensation	125.00
Bill	04/22/2021	4/22 Board Mtg		4/22/21 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						250.00

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	05/11/2021	22817	FONTANA UNION WATER COMPANY'	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/06/2021	4/06 Board Officers		4/06/21 Board Officers check-in-Curatalo	6311 · Board Member Compensation	125.00
Bill	04/13/2021	4/13 WM Business Mtg		4/13/21 Discuss WM business-Curatalo	6311 · Board Member Compensation	125.00
Bill	04/14/2021	4/14 Mtg w/GM		4/14/21 Meeting w/General Manager-Curatalo	6311 · Board Member Compensation	125.00
Bill	04/15/2021	4/15 Board Officers		4/15/21 Board Officers/Pool Chairs-Curatalo	6311 · Board Member Compensation	125.00
Bill	04/20/2021	4/20 Board Agenda		4/20/21 Board Agenda Preview-Curatalo	6311 · Board Member Compensation	125.00
Bill	04/22/2021	4/22 Board Mtg		4/22/21 Board meeting-Curatalo	6311 · Board Member Compensation	125.00
Bill	04/23/2021	4/23 Admin Mtg		4/23/21 Administrative meeting-Curatalo	6311 · Board Member Compensation	125.00
Bill	04/30/2021	4/30 Court Hearing		4/30/21 Court Hearing-Curatalo	6311 · Board Member Compensation	125.00
TOTAL						1,000.00
Bill Pmt -Check	05/11/2021	22818	GEYE, BRIAN	Non-Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/08/2021	4/08 Non Ag Mtg		4/08/21 Non Ag Pool Meeting	8511 · Non-Ag Pool Member Compensation	125.00
Bill	04/15/2021	4/15 Pool Chairs Mtg		4/15/21 Board Officers/ Pool Chairs meeting	8511 · Non-Ag Pool Member Compensation	125.00
Bill	04/30/2021	4/30 Court Hearing		4/30/21 Court Hearing	8511 · Non-Ag Pool Member Compensation	125.00
TOTAL						375.00
Bill Pmt -Check	05/11/2021	22819	JOSEPH S. JOSWIAK	Transcript Reimbursement 03/26/21	1012 · Bank of America Gen'l Ckg	
Bill	04/28/2021	Transcript Reimburse		March 26, 2021 hearing transcript	6046 · Legal Publications/Services	106.00
TOTAL						106.00
Bill Pmt -Check	05/11/2021	22820	EASTVALE DEVELOPMENT - PIERSON	Ag Pool and Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/01/2021	4/01 GLMC Mtg		4/01/21 GLMC Meeting	6311 · Board Member Compensation	125.00
Bill	04/02/2021	4/02 Call w/Ag Chair		4/02/21 Conf. call w/Ag Pool Chair/counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	04/06/2021	4/06 Call w/Ag Chair		4/06/21 Conf. call w/Ag Pool Chair/counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	04/06/2021	4/06 Brd Officers		4/06/21 Board Officers/Pool Chairs Meeting	6311 · Board Member Compensation	125.00
Bill	04/07/2021	4/07 Call w/Ag Chair		4/07/21 Conf. call w/Ag Pool Chair/counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	04/08/2021	4/08 Ag Pool Mrg		4/08/21 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/13/2021	4/13 Budget Workshop		4/13/21 Budget Workshop	6311 · Board Member Compensation	125.00
Bill	04/15/2021	4/15 Bd Officers Mtg		4/15/21 Board Officers/Pool Chairs Meeting	6311 · Board Member Compensation	125.00
Bill	04/19/2021	4/19 Call w/Ag Chair		4/19/21 Conf. call w/Ag Pool Chair/ counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	04/20/2021	4/20 Board Agenda		4/20/21 Board Agenda Preview	6311 · Board Member Compensation	125.00
Bill	04/22/2021	4/22 Call w/Ag Chair		4/22/21 Conf. call w/Ag Pool Chair/ counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	04/22/2021	4/22 Board Mtg		4/22/21 Board Meeting	6311 · Board Member Compensation	125.00
Bill	04/27/2021	4/27 Call w/Ag Chair		4/27/21 Conf. call w/Ag Pool Chair/counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	04/29/2021	4/29 Call w/Ag Chair		4/29/21 Conf. call w/Ag Pool Chair/counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	04/30/2021	4/30 Court Hearing		4/30/21 Court Hearing	6311 · Board Member Compensation	125.00
TOTAL						1,875.00

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	05/11/2021	22821	PIETERSMA, RONALD	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/08/2021	4/08 Ag Pool Mtg		4/08/21 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				4/08/21 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	05/11/2021	22822	PRINTING RESOURCES	67009	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2021	67009		10x13 envelopes - qty 500	6031.7 · Other Office Supplies	254.47
TOTAL						254.47
Bill Pmt -Check	05/11/2021	22823	ROGERS, PETER	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/12/2021	4/12 Mtg w/Bd Chair		4/12/21 Meeting w/J. Curatalo	6311 · Board Member Compensation	125.00
Bill	04/13/2021	4/13 Budget Mtg		4/13/21 Budget Meeting	6311 · Board Member Compensation	125.00
Bill	04/22/2021	4/22 Board Mtg		4/22/21 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						375.00
Bill Pmt -Check	05/11/2021	22824	RR FRANCHISING, INC.	Building Maintenance	1012 · Bank of America Gen'l Ckg	
Bill	05/01/2021	98992		May 2021 monthly service - office and annex	6024 · Building Repair & Maintenance	915.00
Bill	05/01/2021	99636		Electrostatic spraying & window washing	6024 · Building Repair & Maintenance	690.00
TOTAL						1,605.00
Bill Pmt -Check	05/11/2021	22825	SPECTRUM BUSINESS	2031978042321	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2021	2031978042321		4/23/21-5/22/21	6053 · Internet Expense	804.52
TOTAL						804.52
Bill Pmt -Check	05/11/2021	22826	STATE COMPENSATION INSURANCE FUND	1970970-20	1012 · Bank of America Gen'l Ckg	
Bill	05/01/2021	1970970-20		Premium 4/26/21 - 5/26/21	60183 · Worker's Comp Insurance	514.25
TOTAL						514.25
Bill Pmt -Check	05/11/2021	22827	VERIZON WIRELESS	VOID: 9877537415	1012 · Bank of America Gen'l Ckg	0.00
TOTAL						0.00
General Journal	05/14/2021	05/14/2021	ADP, LLC	ADP Tax Service	1012 · Bank of America Gen'l Ckg	
				ADP Tax Service for 04/17/21-579883121	1012 · Bank of America Gen'l Ckg	155.50
				ADP Tax Service for 05/01//21-579883121	1012 · Bank of America Gen'l Ckg	155.50
TOTAL						311.00
General Journal	05/15/2021	05/15/2021	Payroll and Taxes for 05/02/21-05/15/21	Payroll and Taxes for 05/02/21-05/15/21	1012 · Bank of America Gen'l Ckg	
				Direct Deposits for 05/02/21-05/15/21	1012 · Bank of America Gen'l Ckg	29,979.46
				Payroll Taxes for 05/02/21-05/15/21	1012 · Bank of America Gen'l Ckg	11,506.53
				457(f) EE Deductions for 05/02/21-05/15/21	1012 · Bank of America Gen'l Ckg	5,759.32

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				401(a) EE Deductions for 05/02/21-05/15/21	1012 · Bank of America Gen'l Ckg	1,648.79
TOTAL						48,894.10
Bill Pmt -Check	05/18/2021	22828	BANK OF AMERICA	XXXX-XXXX-XXXX-9341	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2021	XXXX-XXXX-XXXX-9341		Supplies for meeting-discuss WM business	6909.1 · OBMP Meetings	93.12
				Miscellaneous office supplies	6031.7 · Other Office Supplies	49.43
				Gloves for field staff work	6151 · Small Tools & Equipment	26.17
				Miscellaneous office supplies	6031.7 · Other Office Supplies	34.90
				Gloves for field staff work	6151 · Small Tools & Equipment	182.98
				Plotter paper	6031.7 · Other Office Supplies	186.11
				Miscellaneous office supplies	6031.7 · Other Office Supplies	62.61
				Webcams for office	6055 · Computer Hardware	193.93
TOTAL						829.25
Bill Pmt -Check	05/18/2021	22829	CORELOGIC INFORMATION SOLUTIONS	82079837	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2021	82079837		April 2021	7103.7 · Grdwtr Qual-Computer Svc	62.50
				82079837	7101.4 · Prod Monitor-Computer	62.50
TOTAL						125.00
Bill Pmt -Check	05/18/2021	22830	DE HAAN, HENRY	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/08/2021	4/08 Ag Pool Mtg		4/08/21 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				4/08/21 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						125.00
Bill Pmt -Check	05/18/2021	22831	FEDAK & BROWN LLP	Audit Services	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2021			April 2020	6062 · Audit Services	200.00
TOTAL						200.00
Bill Pmt -Check	05/18/2021	22832	FIRST LEGAL NETWORK LLC	40048579	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2021	40048579		Court filings for April 2021	6061.5 · Court Filing Services	193.68
TOTAL						193.68
Bill Pmt -Check	05/18/2021	22833	LEGAL SHIELD	111802	1012 · Bank of America Gen'l Ckg	
Bill	05/14/2021	111802		Employee deductions - May 2021	60194 · Other Employee Insurance	161.40
TOTAL						161.40
Bill Pmt -Check	05/18/2021	22834	LOEB & LOEB LLP	1949453	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2021	1949453		Non-Ag Pool Legal Services - April 2021	8567 · Non-Ag Legal Service	6,463.80
TOTAL						6,463.80

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
May 2021

Financial Report - B6
For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	05/18/2021	22835	VERIZON WIRELESS	Telephone Service	1012 · Bank of America Gen'l Ckg	
Bill	04/27/2021	9877537415		Acct #642073270-00001	6022 · Telephone	0.04
Bill	05/14/2021	9879066928		Acct #470810953-00001	6022 · Telephone	1.28
TOTAL						1.32
Bill Pmt -Check	05/18/2021	22836	WEST POINT MEDICAL CENTER	Employee COVID-19 Tests	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2021	ALD195360		Covid test Aldaz - Nov. 18, 2020	60194 · Other Employee Insurance	390.00
Bill	04/30/2021	JUR175406		Covid test Jurado - Nov. 25, 2020	60194 · Other Employee Insurance	390.00
TOTAL						780.00
Bill Pmt -Check	05/18/2021	22837	WESTERN MUNICIPAL WATER DISTRICT	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/22/2021	4/22 Board Mtg		4/22/21 Board meeting - Galleano	6311 · Board Member Compensation	125.00
TOTAL						125.00
Bill Pmt -Check	05/19/2021	22838	CUCAMONGA VALLEY WATER DISTRICT	Rent Expense	1012 · Bank of America Gen'l Ckg	
Bill	05/18/2021			Lease due on June 1, 2021	1422 · Prepaid Rent	7,213.72
TOTAL						7,213.72
Bill Pmt -Check	05/19/2021	22839	FONTANA UNION WATER COMPANY'	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2021	3/09 Brd Officer Mtg		3/09/21 Board Officers Mtg - Curatalo	6311 · Board Member Compensation	125.00
Bill	04/30/2021	3/11 Appro Pool Mtg		3/11/21 Appropriative Pool Meeting - Curatalo	6311 · Board Member Compensation	125.00
Bill	04/30/2021	3/18 Brd Officers Mt		3/18/21 Board Officers Meeting - Curatalo	6311 · Board Member Compensation	125.00
Bill	04/30/2021	3/23 Board Agenda		3/23/21 Board Agenda Preview Mtg. - Curatalo	6311 · Board Member Compensation	125.00
Bill	04/30/2021	3/25 Board Mtg		3/25/21 Board Meeting - Curatalo	6311 · Board Member Compensation	125.00
Bill	04/30/2021	3/26 Court Hearing		3/26/21 Court Hearing - Curatalo	6311 · Board Member Compensation	125.00
TOTAL						750.00
Bill Pmt -Check	05/19/2021	22840	FRONTIER COMMUNICATIONS	909-484-3890-050914-5	1012 · Bank of America Gen'l Ckg	
Bill	05/18/2021	9094843890050914-5		Office fax	6022 · Telephone	169.29
TOTAL						169.29
Bill Pmt -Check	05/19/2021	22841	GREAT AMERICA LEASING CORP.	29331504	1012 · Bank of America Gen'l Ckg	
Bill	05/13/2021	29331504		Invoice for April 2021 - standard payment	6043.1 · Ricoh Lease Fee	1,481.41
				Supply freight fee	6043.2 · Ricoh Usage & Maintenance Fee	8.57
TOTAL						1,489.98
Bill Pmt -Check	05/19/2021	22842	KUHN, BOB	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/06/2021	4/06 Budget Workshop		4/06/21 Budget Workshop/Admin Mtg	6311 · Board Member Compensation	125.00
Bill	04/08/2021	4/08 Appro Pool Mtg		4/08/21 Appropriative Pool Meeting	6311 · Board Member Compensation	125.00
Bill	04/13/2021	4/13 Budget Workshop		4/13/21 Budget Workshop #2	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	04/14/2021	4/14 Admin Mtg		4/14/21 Administrative Meeting	6311 · Board Member Compensation	125.00
Bill	04/15/2021	4/15 Exec Committee		4/15/21 Exec Committee/Pool Chairs Mtg.	6311 · Board Member Compensation	125.00
Bill	04/20/2021	4/20 Exec Committee		4/20/21 Exec Committee/GM Meeting	6311 · Board Member Compensation	125.00
Bill	04/22/2021	4/22 Board Mtg		4/22/21 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						875.00
Bill Pmt -Check	05/19/2021	22843	R&D PEST SERVICES	0272382	1012 · Bank of America Gen'l Ckg	
Bill	05/18/2021	0272382		Treat office and annex for pest control	6024 · Building Repair & Maintenance	100.00
TOTAL						100.00
Bill Pmt -Check	05/19/2021	22844	STAULA, MARY L	Retiree Medical	1012 · Bank of America Gen'l Ckg	
Bill	05/31/2021			Retiree Medical	60182.4 · Retiree Medical	19.24
TOTAL						19.24
Bill Pmt -Check	05/19/2021	22845	UNITED HEALTHCARE	052581381576	1012 · Bank of America Gen'l Ckg	
Bill	05/14/2021	052581381576		Dental Insurance Premium - June 2021	60182.2 · Dental & Vision Ins	805.17
TOTAL						805.17
Bill Pmt -Check	05/19/2021	22846	VANDEN HEUVEL, GEOFFREY	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/08/2021	4/08 Ag Pool Mtg		4/08/21 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				4/08/21 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	04/30/2021	3/11 Ag Pool Mtg		3/11/21 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				3/11/21 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
Bill	05/13/2021	5/13 Ag Pool Mtg		5/13/21 Ag Pool Meeting	8411 · Ag Pool Member Compensation	25.00
				5/13/21 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	100.00
TOTAL						375.00
Bill Pmt -Check	05/21/2021	ACH 052121	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	05/15/2021	05/15/2021	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 5/02/21-05/15/21	2000 · Accounts Payable	8,986.84
TOTAL						8,986.84
Bill Pmt -Check	05/25/2021	ACH 052521	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
Bill	05/01/2021	16416570		Annual Unfunded Accrued Liability-Plan 3299	60180 · Employers PERS Expense	7,622.21
TOTAL						7,622.21
General Journal	05/25/2021	05/25/2021	Wage Works FSA Direct Debits - May 2021	Wage Works FSA Direct Debits - May 2021	1012 · Bank of America Gen'l Ckg	
				Wage Works FSA Direct Debits - May 2021	1012 · Bank of America Gen'l Ckg	572.32
				Wage Works FSA Direct Debits - May 2021	1012 · Bank of America Gen'l Ckg	572.32
				Wage Works FSA Direct Debits - May 2021	1012 · Bank of America Gen'l Ckg	81.50
				Wage Works FSA Direct Debits - May 2021	1012 · Bank of America Gen'l Ckg	-408.06

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
May 2021

Financial Report - B6
 For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
TOTAL						818.08
General Journal	05/29/2021	05/29/2021	Payroll and Taxes for 05/16/21-05/29/21	Payroll and Taxes for 05/16/21-05/29/21	1012 · Bank of America Gen'l Ckg	
				Direct deposits for 05/16/21-05/29/21	1012 · Bank of America Gen'l Ckg	30,992.76
				Payroll and Taxes for 05/16/21-05/29/21	1012 · Bank of America Gen'l Ckg	11,744.23
				457(f) EE Deductions for 05/16/21-05/29/21	1012 · Bank of America Gen'l Ckg	5,759.32
				401(a) EE Deductions for 05/16/21-05/29/21	1012 · Bank of America Gen'l Ckg	1,648.79
TOTAL						50,145.10
					Total Disbursements:	409,370.70

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

C. APPLICATION: WATER TRANSACTION - CITY OF CHINO TO MONTE VISTA WATER DISTRICT



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 24, 2021

TO: Board Members

SUBJECT: Application: Water Transaction – City of Chino to Monte Vista Water District
(Consent Calendar Item I.C.)

SUMMARY:

Issue: The transfer of 500 acre-feet of water from the City of Chino to Monte Vista Water District

Recommendation: Approve the proposed transaction.

Financial Impact: None

Future Consideration

Watermaster Board – June 24, 2021: Approval [Within WM Duties and Powers]

ACTIONS:

Appropriative Pool – May 13, 2021: Unanimously recommended Advisory Committee to recommend to the Watermaster Board to approve.

Non-Agricultural Pool – May 13, 2021: Unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem appropriate.

Agricultural Pool – May 13, 2021: Unanimously recommended Advisory Committee to recommend to the Watermaster Board to approve.

Advisory Committee – June 17, 2021: Unanimously recommended to the Watermaster Board to approve.

Watermaster Board – June 24, 2021:

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

BACKGROUND

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

Where there is no material physical injury, Watermaster must approve the transaction. Where the request for Watermaster approval is submitted by a party to the Judgment, there is a rebuttable presumption that most of the transactions do not result in Material Physical Injury to a party to the Judgment or the Basin (Storage and Recovery Programs do not have this presumption). Since Fiscal Year 1996/97, a total of 598 acre-feet (20 acres at 1.3 acre-feet/acre for 23 years) of Land Use Conversion (LUC) credit for two parcels within Monte Vista Water District's service area was assigned to the City of Chino. This transfer is an administrative adjustment to correct for this issue. For this transaction, Watermaster has determined that it is only an administrative adjustment and it does not need a Material Physical Injury analysis. Moving forward, this LUC credit from the two parcels will be assigned to MVWD.

The date of this application is September 17, 2020. Notice of the transaction was transmitted electronically on May 7, 2021 along with the materials submitted by the requestors.

DISCUSSION

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

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

All three Pool Committees at their May 13, 2021 meetings unanimously recommended Advisory Committee to recommend to the Watermaster Board to approve the proposed transaction. The Advisory Committee unanimously recommended Board approval of the transaction at its June 17, 2021 meeting.

ATTACHMENTS

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

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

FISCAL YEAR 2020 - 2021

DATE REQUESTED: September 17, 2020

AMOUNT REQUESTED: 500 Acre-Feet

TRANSFER FROM (SELLER / TRANSFEROR):	TRANSFER TO (BUYER / TRANSFEREE):
<u>City of Chino</u> Name of Party	<u>Monte Vista Water District</u> Name of Party
<u>13220 Central Avenue</u> Street Address	<u>10575 Central Avenue</u> Street Address
<u>Chino</u> <u>CA</u> <u>91710</u> City State Zip Code	<u>Montclair</u> <u>CA</u> <u>97163</u> City State Zip Code
<u>(909) 334-3404</u> Telephone	<u>(909) 267-2113</u> (909) 267-2151 Telephone
<u>dcrosley@cityofchino.org</u> Facsimile	<u>vjew@mwwd.org</u> sreimer@mwwd.org Facsimile

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

PURPOSE OF TRANSFER:

- Pump when other sources of supply are curtailed
- Pump to meet current or future demand over and above production right
- Pump as necessary to stabilize future assessment amounts
- Other, explain One-Time administrative reconciliation of Land Use Transfer misapplied to the City of Chino's Excess Carryover Water account instead of to Monte Vista Water District for land located within the City of Chino but also within and exclusively served by Monte Vista Water District.

WATER IS TO BE TRANSFERRED FROM:

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

WATER IS TO BE TRANSFERRED TO:

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

IS THE 85/15 RULE EXPECTED TO APPLY? (If yes, all answers below must be "yes.") Yes No

Is the Buyer an 85/15 Party? Yes No

Is the purpose of the transfer to meet a current demand over and above production right? Yes No

Is the water being placed into the Buyer's Annual Account? Yes No

IF WATER IS TO BE TRANSFERRED FROM STORAGE:

Varies	Varies
Projected Rate of Recapture	Projected Duration of Recapture

METHOD OF RECAPTURE (e.g. pumping, exchange, etc.):

pumping

PLACE OF USE OF WATER TO BE RECAPTURED:

One of MVWD's regular production facilities

LOCATION OF RECAPTURE FACILITIES (IF DIFFERENT FROM REGULAR PRODUCTION FACILITIES):

WATER QUALITY AND WATER LEVELS

Are the Parties aware of any water quality issues that exist in the area? Yes No

If yes, please explain:

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

Existing static water levels range from 410'-710' bgs

MATERIAL PHYSICAL INJURY

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

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

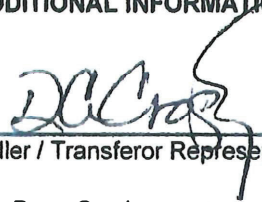
If yes, what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a party to the Judgment or the Basin?

SAID TRANSFER SHALL BE CONDITIONED UPON:

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

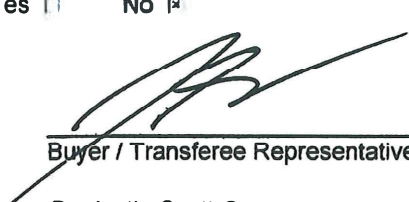
ADDITIONAL INFORMATION ATTACHED

Yes No



Seller / Transferor Representative Signature
Mr. Dave Crosley

Seller / Transferor Representative Name (Printed)



Buyer / Transferee Representative Signature
Dr. Justin Scott-Coe

Buyer / Transferee Representative Name (Printed)

TO BE COMPLETED BY WATERMASTER STAFF:

DATE OF WATERMASTER NOTICE: May 7, 2021

DATE OF APPROVAL FROM APPROPRIATIVE POOL: May 13, 2021

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: May 13, 2021

DATE OF APPROVAL FROM AGRICULTURAL POOL: May 13, 2021

HEARING DATE, IF ANY: N/A

DATE OF ADVISORY COMMITTEE APPROVAL: June 17, 2021

DATE OF BOARD APPROVAL: _____

CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

WATER TRANSACTIONS – ACTIVITIES

Date of Notice:

May 7, 2021

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

TRANSFER OF WATER

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

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **September 17, 2020** Date of this notice: **May 7, 2021**

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

- Notice of Sale or Transfer –The transfer of 500.0 acre-feet of water from the City of Chino to Monte Vista Water District.

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

Appropriative Pool: May 13, 2021

Non-Agricultural Pool: May 13, 2021

Agricultural Pool: May 13, 2021

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

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

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

Watermaster address:

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

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

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

D. APPLICATION: RECHARGE – CUCAMONGA VALLEY WATER DISTRICT



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 24, 2021

TO: Board Members

SUBJECT: Application: Recharge – Cucamonga Valley Water District (Consent Calendar Item I.D.)

SUMMARY:

Issue: On April 29, 2021 Cucamonga Valley Water District submitted an Application for Recharge for up to 2,800 acre-feet per year until 2026 to be recharged into the Turner Basins.

Recommendation: Approve Cucamonga Valley Water District's Application for Recharge and direct Watermaster staff to account for this supplemental water recharged in Cucamonga Valley Water District's existing Local Supplemental Storage account.

Financial Impact: None

Future Consideration

Watermaster Board – June 24, 2021: Approval [Within WM Duties and Powers]

ACTIONS:

Appropriative Pool – May 13, 2021: Unanimously recommended Advisory Committee to recommend Board approval.

Non-Agricultural Pool – May 13, 2021: Unanimously recommended Advisory Committee and Board representatives to support subject to changes they deem necessary.

Agricultural Pool – May 13, 2021: Unanimously recommended Advisory Committee to recommend Board approval.

Advisory Committee – June 17, 2021: Unanimously recommended Board approval.

Watermaster Board – June 24, 2021:

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

BACKGROUND

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

Where there is no Material Physical Injury (MPI), Watermaster must approve the application. Where the request for Watermaster approval is submitted by a Party to the Judgment, there is a rebuttable presumption that most of the proposed activities do not result in Material Physical Injury to a Party to the Judgment or the Basin (Storage and Recovery Programs do not have this presumption).

The item was considered by the Advisory Committee to unanimously recommended to the Watermaster Board on June 17, 2021.

DISCUSSION

On April 29, 2021, Cucamonga Valley Water District (CVWD) submitted an Application for Recharge for up to 2,800 acre-feet per year from June 2021 to June 2026. The Application states that the method of recharge is surface spreading into the Turner Basins located in Management Zone 2 (MZ-2) of the Chino Basin (see Attachment 1) and identifies the source of water to be both treated and untreated Cucamonga Basin groundwater. The CVWD will pump groundwater from three of its wells in the Cucamonga Basin (Wells 16, 19 and 24), treat the groundwater from one of the wells for nitrate, and discharge the groundwater in the Cucamonga Creek. The water would then be discharged into the storm drain system and captured at the Turner Basins (see Attachment 2).

The amount recharged will be subject to evaporative losses as consistent with all surface water recharge in Chino Basin. This water can be used to offset over-production during the same fiscal year it was imported, or should the water not be used in the fiscal year for over-production, the water will then be placed into storage. It should be noted that the volume of water in storage in Chino Basin is quickly approaching the maximum that has been evaluated under CEQA. As such, it is possible that at the time water is available for the contemplated recharge, Watermaster may not be able to approve a storage agreement. The applicant is advised to confirm with Watermaster in advance of any recharge. Pursuant to the Peace II Agreement and achievement of Hydraulic Control, losses will be applied to all water placed into a Local Supplemental Storage Account in a manner consistent to all other water held in storage.

West Yost completed a MPI analysis on May 06, 2021 declaring no negative impacts to the Basin from this recharge event (see Attachment 3.) The deliveries of the water will be monitored and accounted for in coordination with IEUA and CVWD through Watermaster's Form 2b and Form 2c (Report of Supplemental Water Recharge by a Person).

Once approved, CVWD must complete Form 2b *Request to Recharge Supplemental Water by a Person to Watermaster* for each recharge event during the Applications proposed period. Form 2b will be used by Watermaster staff to coordinate with CVWD and the Inland Empire Utility Agency (IEUA) to develop a Recharge Operations Plan. During the Recharge event, Watermaster and IEUA will collect data to properly ensure the water is accounted for. Upon completion of the recharge event, CVWD will be required to submit Form 2c *Report of Supplemental Water Recharge by a Person* to Watermaster for final review and accounting.

ATTACHMENTS

1. CVWD Application for Recharge Dated April 29, 2021
2. CVWD Discharge to Turner Basins Map

3. May 06, 2021 Letter from West Yost to Watermaster: *Analysis of Material Physical Injury for the Cucamonga Valley Water District's (CVWD) Recharge Application, Submitted to the Chino Basin Watermaster on April 29, 2021 (hereafter April 29, 2021 recharge application)*
4. CVWD Well Water Quality
5. Notice Forms

Form 2a - Application for Supplemental Water Recharge

Applicant Information and Recharge Request			
Person	Cucamonga Valley Water District	Date Requested	4/29/2021
Contact (individual)	Eduardo Espinoza	Date Approved	
Street Address	10440 Ashford St	Proposed Period of Time Covered by Recharge Application (mm/yyyy to mm/yyyy)	06/2021 to 06/2026
City	Rancho Cucamonga		
State	CA		
Zip Code	91730		
Telephone	(909) 987-2591	Requested Total Amount of Recharge Over the Application Period (AF)	2,800 AF per Year
Fax	(909) 476-7031	Approved Total Amount of Recharge Over the Application Period (AF)	
Email	EduardoE@cvwdwater.com		

Source(s) of Supply (check box and provide supporting information)		
<input type="checkbox"/>	State Water Project	
<input type="checkbox"/>	Colorado River Aqueduct	
<input checked="" type="checkbox"/>	Local Supplemental (identify source and attach source water quality characterization including TDS and TN; use as many sheets as necessary)	Treated effluent from CVWD's Cucamonga Basin Wells 16, 19 and 24.
<input type="checkbox"/>	Recycled Water (identify source and attach source water quality characterization including TDS and TN; use as many sheets as necessary)	
<input type="checkbox"/>	Other (identify source and attach source water quality characterization including TDS and TN; use as many sheets as necessary)	

Method of Recharge (check box and provide supporting information)		
<input checked="" type="checkbox"/>	Surface Spreading	
	Recharge Basin Name(s)	Turner Basin
	Expected Period of Recharge (mm/dd to mm/dd)	
	Depth to Water in Recharge Area (ft-bgs)	
	Water Quality in Recharge Area (attach characterization)	
<input type="checkbox"/>	Injection	
	Well Names and Locations (attach well completion report if not on file with the Watermaster)	
	Expected Period of Recharge (mm/dd to mm/dd)	
	Depth to Water in Recharge Area (ft-bgs)	
	Water Quality in Recharge Area (attach characterization)	
<input type="checkbox"/>	In-Lieu Exchange	
	Treatment Plant and Turnout	
	Share of Safe Yield (percent and AFY)	
	Carryover Right, if Applicable (AF)	
	Water in Storage (AF)	
	Pumping Capacity (mgd or AFM)	
	Expected Period of Recharge (mm/dd to mm/dd)	
	Depth to Water in Area Impacted by In-Lieu Recharge (ft-bgs)	
	Water Quality in Area Impacted by In-Lieu Recharge (attach characterization)	

Form 2a - Application for Supplemental Water Recharge

Material Physical Injury

Is the applicant aware of any potential material physical injury to a Party to the Judgment or the Basin that may be caused by the action covered by the Application?

YES NO

If yes what are the proposed mitigation measures, if any, that might reasonably be imposed to ensure that the action does not result in Material Physical Injury to a Party or the Basin (provide list of mitigation measures and rational either below or attach one to this application)

BY: **Eduardo Espinoza**
Digitally signed by Eduardo Espinoza
Date: 2021.04.29 18:24:41 -07'00'
Applicant

April 29, 2021
Date

To Be Completed by Watermaster

Is the Person a Party to the Judgment that has:

Previously contributed to the implementation of the OBMP? YES NO

Is in compliance with their continuing covenants under the Peace Agreement? YES NO

(If answer to previous question is NO)

Paid or delivered to Watermaster "financial equivalent" consideration to offset the past performance prior to the OBMP implementation? YES NO

Promised continued future compliance with Watermaster Rules and Regulations? YES NO

Date of Approval from Appropriative Pool (mm/dd/yyyy) _____

Date of Approval from Overlying Non-Ag Pool (mm/dd/yyyy) _____

Date of Approval from Overlying Ag Pool (mm/dd/yyyy) _____

Hearing Date (if any) (mm/dd/yyyy) _____

Date of Approval by Advisory Committee (mm/dd/yyyy) _____

Date of Approval from Board (mm/dd/yyyy) _____

Recharge Agreement Number _____



- Nitrate Treatment Plant Discharge
- Storm Drain
- CVWD Boundary

Turner Basin





23692 Birtcher Drive
Lake Forest CA 92630

ATTACHMENT 3

949.420.3030 phone
530.756.5991 fax
westyost.com

May 6, 2021

Project No.: 941-80-20-01
SENT VIA: EMAIL

Chino Basin Watermaster
Attention: Mr. Peter Kavounas, General Manager
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

SUBJECT: Analysis of Material Physical Injury for the Cucamonga Valley Water District (CVWD) Recharge Application, Submitted to the Chino Basin Watermaster on April 29, 2021 (hereafter April 29, 2021 recharge application)

Dear Mr. Kavounas:

Pursuant to your direction, Watermaster's Engineer conducted a material physical injury (MPI) analysis of the CVWD's April 29, 2021 recharge application. This MPI analysis was completed pursuant to the Watermaster Rules and Regulations and the Peace Agreement. Specifically, Article 10 of the Watermaster Rules and Regulations (paragraph 10.10) requires that:

"[...] Watermaster prepare a written summary and analysis (which will include an analysis of the potential for material physical injury) of the Application and provide the Parties with a copy of the written summary and advanced notice of the date of Watermaster's scheduled consideration and possible action on any pending Applications."

Per the Peace Agreement (page 8), material physical injury is defined as:

"[...] material injury that is attributable to Recharge, Transfer, storage and recovery, management, movement or Production of water or implementation of the OBMP, including, but not limited to, degradation of water quality, liquefaction, land subsidence, increases in pump lift and adverse impacts associated with rising groundwater."

The MPI analysis presented herein is based on our professional experience and judgment in the Chino Basin, including the collection and analysis of monitoring data, past evaluations of Chino Basin storage programs, groundwater modeling of various groundwater management alternatives in the Chino Basin, and prior MPI analyses.

CVWD'S RECHARGE APPLICATION OF APRIL 29, 2021

The CVWD proposes to recharge up to 14,000 acre-feet (af) at a rate of 2,800 af per year (afy) of both treated and untreated Cucamonga Basin groundwater into the Chino Basin during the five-year period of June 2021 through June 2026. The CVWD proposes to pump groundwater from three of its wells in the Cucamonga Basin (Wells 16, 19, and 24), treat the groundwater from one of the wells for nitrate, and discharge the groundwater into the Cucamonga Creek just south of State Route (SR) 210 and recharge this water in the Turner Basins.¹ Diversions into the Turner Basins would occur through the existing Cucamonga Creek diversion into Turner Basins. The CVWD will coordinate their proposed recharge activities with the IEUA and Watermaster to ensure that their water is diverted as proposed, measured and accounted for, and its recharge activities do not interfere with other recharge operations and stormwater management.

Watermaster classifies the water proposed to be recharged by the CVWD as supplemental water.

Watermaster's Engineer evaluated the following impacts to determine the potential for MPI from the proposed recharge:

- Groundwater level impacts (liquefaction, land subsidence, and increases in pump lift)
- Balance of recharge and discharge in every area and subarea
- Water quality impacts

Groundwater Level Impacts (Liquefaction, Land Subsidence, and Increases in Pump Lift)

The proposed project will produce a localized increase in groundwater levels in the vicinity of the recharge basins where the recharge occurs. The temporary changes in groundwater levels will be followed by a return to the groundwater levels that would occur had the water not been recharged. The impacts of these localized changes in groundwater levels is described below:

- *Liquefaction.* As of April 2021, the depth to groundwater beneath the Turner Basins was about 330 feet below ground surface (bgs). Provided that CVWD conducts recharge at the Turner Basins such that groundwater levels remain below 50 feet bgs,² there will be no threat of liquefaction due to the localized increases in groundwater levels.
- *Land subsidence.* Land subsidence due to changes in groundwater levels typically occurs with declining groundwater levels. Thus, there will be no threat of aquifer-system compaction and land subsidence due to the localized increases in groundwater levels caused by the recharge.
- *Pumping lifts.* Because of the temporary increases in groundwater levels, pumping lifts and pumping costs may be slightly reduced for wells in the vicinity of the recharge.

¹ Based on the estimated average annual supplemental water recharge capacity at Turner Basins of about 3,500 af, the CVWD's proposed recharge of 2,800 af at this basin accounts for 80 percent of its annual supplemental water recharge capacity.

² Per the County of Riverside's 2003 Riverside County Integrated Project (RCIP) Environmental Impact Report (EIR), areas with depth to groundwater of greater than 50 feet are considered low risk for liquefaction.

Balance of Recharge and Discharge in Every Area and Subarea

The CVWD did not provide information on how it plans to recover the recharged water, so the location of future recovery remains unknown; thus, the balance of recharge and discharge has not been analyzed.

Water Quality Impacts

The source of the supplemental water in the CVWD's April 29, 2021 recharge application is a blend of treated and untreated groundwater from three wells in the Cucamonga Basin. West Yost obtained water quality data from CVWD and the Watermaster's database for the period 2016-2021. These data indicate no exceedances of primary California maximum contaminant levels. The proposed recharge will likely improve the general water quality in MZ2 and the Chino Basin.

Watermaster recently conducted a groundwater modeling study to evaluate a 100,000 af storage and recovery program in the Chino Basin. The study concluded that the "displacements [of contaminant plumes due to the storage and recovery program] are negligible and are not potential MPI."³ Based on these results and the location and magnitude of the proposed recharge, our professional opinion is that the proposed recharge will not change the direction and/or speed of movement of known contaminant plumes. There will be no adverse water quality impacts caused by the proposed recharge event.

Basin Plan Compliance

The proposed recharge will occur in the Chino North Groundwater Management Zone (GMZ). The 2004 Regional Water Quality Control Plan for the Santa Ana Basin (Basin Plan) has maximum benefit-based TDS and nitrate (expressed as nitrogen) concentration objectives in the Chino-North GMZ of 420 milligrams per liter (mg/L) and 5 mg/L, respectively. Pursuant to the Basin Plan, Watermaster and the IEUA are required to manage artificial recharge in Chino North GMZ such that the five-year, volume-weighted average TDS and nitrate concentrations of the recycled water, imported water, and new stormwater recharged across all recharge facilities does not exceed the maximum benefit-based Basin Plan objectives.⁴

Based on the water quality data from CVWD and the Watermaster's database for the period 2016-2021, the estimated annual, volume-weighted TDS and nitrate concentrations of the CVWD recharge is expected are be about 280 mg/L (ranging from 250 to 300 mg/L) and 5.8 mg/L (ranging from 3.4 to 6.6 mg/L), respectively. Additionally, the Regional Board allows for an adjustment to the nitrate concentration of the managed recharge sources to account for soil aquifer treatment (SAT) in the vadose zone. The approved nitrogen loss-rate at Turner Basin is 87 percent. Thus, the average nitrate concentration of the CVWD recharge would be about 0.8 mg/L (ranging from 0.5 to 0.9 mg/L). The current ambient TDS and nitrate concentrations in the Chino-North GMZ are 350 mg/L and 10.3 mg/L, respectively. Thus, the proposed recharge will not encroach on the current assimilative capacity or interfere with Watermaster and the IEUA's regulatory obligations.

³ West Yost (2021). *Evaluation of the Local Storage Limitation Solution*. February 2021.

⁴ As of December 2020, the five-year, volume-weighted average TDS and nitrate concentrations of the recycled water, imported water, and new stormwater recharged across all recharge facilities are 260 mg/L and 1.6 mg/L, respectively.

Mr. Peter Kavounas
May 6, 2021
Page 4

Conclusion

Based on the information available at this time, our professional opinion is that there will be no MPI due to the CVWD's proposed recharge as described in its April 29, 2021 recharge application.

Please contact me if you have any questions or concerns regarding this MPI analysis.

Sincerely,
WEST YOST

A handwritten signature in black ink that reads "Carolina Sanchez". The signature is written in a cursive, flowing style.

Carolina Sanchez, PE
Senior Engineer
RCE #85598

cc: Justin Nakano

Sample Date	Location	Constituent	Results	Units
06/23/20	Well 16	Dibromochloropropane (DBCP)	0	µg/L
06/23/20	Well 16	E. Coli Bacteria (P/A)	0	p/a
06/23/20	Well 16	Nitrate as N (NO3-N)	12	mg/L
06/23/20	Well 16	Total Coliform (P/A)	0	p/a
07/08/20	Well 16	1,1,1,2-Tetrachloroethane	0	µg/L
07/08/20	Well 16	1,1,1-Trichloroethane (1,1,1-TCA)	0	µg/L
07/08/20	Well 16	1,1,2,2-Tetrachloroethane	0	µg/L
07/08/20	Well 16	1,1,2-Trichloroethane (1,1,2-TCA)	0	µg/L
07/08/20	Well 16	1,1-Dichloroethane (1,1-DCA)	0	µg/L
07/08/20	Well 16	1,1-Dichloropropene	0	µg/L
07/08/20	Well 16	1,2,3-Trichlorobenzene	0	µg/L
07/08/20	Well 16	1,2,3-Trichloropropane	0	µg/L
07/08/20	Well 16	1,2,4-Trichlorobenzene	0	µg/L
07/08/20	Well 16	1,2,4-Trimethylbenzene	0	µg/L
07/08/20	Well 16	1,2-Dichlorobenzene (o-DCB)	0	µg/L
07/08/20	Well 16	1,2-Dichloroethane (1,2-DCA)	0	µg/L
07/08/20	Well 16	1,2-Dichloropropane	0	µg/L
07/08/20	Well 16	1,3,5-Trimethylbenzene	0	µg/L
07/08/20	Well 16	1,3-Dichlorobenzene (m-DCB)	0	µg/L
07/08/20	Well 16	1,3-Dichloropropane	0	µg/L
07/08/20	Well 16	1,3-Dichloropropene	0	µg/L
07/08/20	Well 16	1,4-Dichlorobenzene (p-DCB)	0	µg/L
07/08/20	Well 16	2,2-Dichloropropane	0	µg/L
07/08/20	Well 16	2,4,5-T	0	µg/L
07/08/20	Well 16	2,4,5-TP (SILVEX)	0	µg/L
07/08/20	Well 16	2,4-D	0	µg/L
07/08/20	Well 16	2-Butanone (MEK)	0	
07/08/20	Well 16	2-Chlorotoluene	0	µg/L
07/08/20	Well 16	2-Hexanone	0	µg/L
07/08/20	Well 16	3-Hydroxycarbofuran	0	µg/L
07/08/20	Well 16	4-Chlorotoluene	0	µg/L
07/08/20	Well 16	4-Methyl-2-Pentanone (MIBK)	0	
07/08/20	Well 16	Aldicarb Sulfone	0	µg/L
07/08/20	Well 16	Aldicarb Sulfoxide	0	µg/L
07/08/20	Well 16	Aldrin	0	µg/L
07/08/20	Well 16	Aluminum (Al)	9.8	µg/L
07/08/20	Well 16	Anion Sum	5	
07/08/20	Well 16	Antimony (Sb)	0	µg/L
07/08/20	Well 16	Apparent Color (Unfiltered) Units	0	Units
07/08/20	Well 16	Arsenic (As)	0.99	µg/L
07/08/20	Well 16	Asbestos	0	MF/L
07/08/20	Well 16	Barium (Ba)	53	µg/L
07/08/20	Well 16	Benzene	0	µg/L
07/08/20	Well 16	Beryllium (Be)	0	µg/L
07/08/20	Well 16	Bicarbonate (HCO3)	210	mg/L
07/08/20	Well 16	Bromobenzene	0	µg/L
07/08/20	Well 16	Bromochloromethane	0	µg/L
07/08/20	Well 16	Bromodichloromethane	0	µg/L

Sample Date	Location	Constituent	Results	Units
07/08/20	Well 16	Bromoform	0	µg/L
07/08/20	Well 16	Bromomethane (Methyl Bromide)	0	µg/L
07/08/20	Well 16	Butachlor	0	µg/L
07/08/20	Well 16	Cadmium (Cd)	0	µg/L
07/08/20	Well 16	Calcium (Ca)	81.9	mg/L
07/08/20	Well 16	Carbon Tetrachloride	0	µg/L
07/08/20	Well 16	Carbonate (CO3)	0	mg/L
07/08/20	Well 16	Cation Sum	5.7	
07/08/20	Well 16	Chloride (Cl)	23	mg/L
07/08/20	Well 16	Chlorine Residual (free)	0.63	mg/L
07/08/20	Well 16	Chloroethane	0	µg/L
07/08/20	Well 16	Chloroform	0.91	µg/L
07/08/20	Well 16	Chloromethane (Methyl Chloride)	0	µg/L
07/08/20	Well 16	Chromium (Total Cr)	0.6	µg/L
07/08/20	Well 16	cis-1,2-Dichloroethylene (c-1,2-DCE)	0	µg/L
07/08/20	Well 16	cis-1,3-Dichloropropene	0	µg/L
07/08/20	Well 16	Copper (Cu)	11	µg/L
07/08/20	Well 16	Cyanide (CN)	0	µg/L
07/08/20	Well 16	Dalapon	0	µg/L
07/08/20	Well 16	Diazinon	0	µg/L
07/08/20	Well 16	Dibromochloromethane	0	µg/L
07/08/20	Well 16	Dibromochloropropane (DBCP)	0	µg/L
07/08/20	Well 16	Dibromochloropropane (DBCP)	0	µg/L
07/08/20	Well 16	Dibromomethane	0	µg/L
07/08/20	Well 16	Dichlorodifluoromethane	0	µg/L
07/08/20	Well 16	Dieldrin	0	µg/L
07/08/20	Well 16	Di-isopropyl ether	0	
07/08/20	Well 16	Diquat	0	µg/L
07/08/20	Well 16	E. Coli Bacteria (P/A)	0	p/a
07/08/20	Well 16	Endothal	0	µg/L
07/08/20	Well 16	Endrin	0	µg/L
07/08/20	Well 16	EPTC	0	µg/L
07/08/20	Well 16	Ethyl tert-Butyl Ether (ETBE)	0	µg/L
07/08/20	Well 16	Ethylbenzene	0	µg/L
07/08/20	Well 16	Ethylene Dibromide (EDB)	0	µg/L
07/08/20	Well 16	Fluoride (F)	0.33	mg/L
07/08/20	Well 16	Glyphosate	0	µg/L
07/08/20	Well 16	Heptachlor	0	µg/L
07/08/20	Well 16	Heptachlor Epoxide	0	µg/L
07/08/20	Well 16	Hexachlorobenzene	0	µg/L
07/08/20	Well 16	Hexachlorobutadiene	0	µg/L
07/08/20	Well 16	Hexachlorocyclopentadiene	0	µg/L
07/08/20	Well 16	Hydroxide (OH)	0	mg/L
07/08/20	Well 16	Iron (Fe)	22	µg/L
07/08/20	Well 16	Isopropylbenzene (Cumene)	0	µg/L
07/08/20	Well 16	Lab Turbidity	0.15	NTU
07/08/20	Well 16	Langelier Index	1.06	
07/08/20	Well 16	Langlier Index at source temperature	0.537	Deg C

Sample Date	Location	Constituent	Results	Units
07/08/20	Well 16	Lead (Pb)	1.4	µg/L
07/08/20	Well 16	m,p-Xylene	0	µg/L
07/08/20	Well 16	Magnesium (Mg)	11.5	mg/L
07/08/20	Well 16	Manganese (Mn)	1.2	µg/L
07/08/20	Well 16	Mercury (Hg)	0	µg/L
07/08/20	Well 16	Methiocarb	0	
07/08/20	Well 16	Methomyl	0	µg/L
07/08/20	Well 16	Methoxychlor	0	µg/L
07/08/20	Well 16	Methyl tert-Butyl Ether (MTBE)	0	µg/L
07/08/20	Well 16	Methylene Blue Active Subs. (MBAS)	0	µg/L
07/08/20	Well 16	Metolachlor	0	µg/L
07/08/20	Well 16	Metribuzin	0	µg/L
07/08/20	Well 16	Monochlorobenzene (Chlorobenzene)	0	µg/L
07/08/20	Well 16	Naphthalene	0	µg/L
07/08/20	Well 16	n-Butylbenzene	0	µg/L
07/08/20	Well 16	Nitrate & Nitrite as Nitrogen (N)	12000	µg/L
07/08/20	Well 16	Nitrate as N (NO3-N)	12	mg/L
07/08/20	Well 16	Nitrate as N (NO3-N)	12	mg/L
07/08/20	Well 16	Nitrite (as N)	0	µg/L
07/08/20	Well 16	n-Propylbenzene	0	µg/L
07/08/20	Well 16	Odor Threshold at 60 C	0	TON
07/08/20	Well 16	o-Xylene	0	µg/L
07/08/20	Well 16	Perchlorate (Low Level)	0	µg/L
07/08/20	Well 16	PH (Laboratory)	7.81	Standard Units
07/08/20	Well 16	Picloram	0	µg/L
07/08/20	Well 16	p-Isopropyltoluene	0	µg/L
07/08/20	Well 16	Potassium (K)	1.8	mg/L
07/08/20	Well 16	Prometon	0	µg/L
07/08/20	Well 16	propachlor	0	µg/L
07/08/20	Well 16	sec-Butylbenzene	0	µg/L
07/08/20	Well 16	Selenium (Se)	0.41	µg/L
07/08/20	Well 16	Silver (Ag)	0	µg/L
07/08/20	Well 16	Sodium (Na)	14	mg/L
07/08/20	Well 16	Specific Conductance (E.C.)	550	umhos/cm
07/08/20	Well 16	Styrene	0	µg/L
07/08/20	Well 16	Sulfate (SO4)	40	mg/L
07/08/20	Well 16	Terbacil	0	µg/L
07/08/20	Well 16	tert-Amyl Methyl Ether (TAME)	0	µg/L
07/08/20	Well 16	tert-Butylbenzene	0	µg/L
07/08/20	Well 16	Tetrachloroethylene (PCE)	0	µg/L
07/08/20	Well 16	Thallium (Tl)	0	µg/L
07/08/20	Well 16	Toluene	0	µg/L
07/08/20	Well 16	Total Alkalinity (as CaCO3)	180	mg/L
07/08/20	Well 16	Total Alpha	5.33	pCi/L
07/08/20	Well 16	Total Coliform (P/A)	0	p/a
07/08/20	Well 16	Total Filterable Residue/TDS	380	mg/L
07/08/20	Well 16	Total Hardness (as CaCO3)	252	mg/L
07/08/20	Well 16	Total Trihalomethanes (TTHM)	0.91	µg/L

Sample Date	Location	Constituent	Results	Units
07/08/20	Well 16	Total Xylenes (m,p & o)	0	µg/L
07/08/20	Well 16	Toxaphene	0	µg/L
07/08/20	Well 16	trans-1,2-Dichloroethylene (t-1,2-DCE)	0	µg/L
07/08/20	Well 16	trans-1,3-Dichloropropene	0	µg/L
07/08/20	Well 16	Trichloroethylene (TCE)	0	µg/L
07/08/20	Well 16	Trichlorofluoromethane (Freon 11)	0	µg/L
07/08/20	Well 16	Trichlorotrifluoroethane (Freon 113)	0	µg/L
07/08/20	Well 16	Vinyl Chloride (VC)	0	µg/L
07/08/20	Well 16	Zinc (Zn)	7	µg/L
08/25/20	Well 16	Dibromochloropropane (DBCP)	0	µg/L
08/25/20	Well 16	E. Coli Bacteria (P/A)	0	p/a
08/25/20	Well 16	Nitrate as N (NO3-N)	12	mg/L
08/25/20	Well 16	Total Coliform (P/A)	0	p/a
09/22/20	Well 16	Dibromochloropropane (DBCP)	0	µg/L
09/22/20	Well 16	E. Coli Bacteria (P/A)	0	p/a
09/22/20	Well 16	Nitrate as N (NO3-N)	13	mg/L
09/22/20	Well 16	Total Coliform (P/A)	0	p/a
10/28/20	Well 16	Dibromochloropropane (DBCP)	0	µg/L
10/28/20	Well 16	E. Coli Bacteria (P/A)	0	p/a
10/28/20	Well 16	Nitrate as N (NO3-N)	13	mg/L
10/28/20	Well 16	Total Coliform (P/A)	0	p/a
11/17/20	Well 16	Dibromochloropropane (DBCP)	0	µg/L
11/17/20	Well 16	E. Coli Bacteria (P/A)	0	p/a
11/17/20	Well 16	Nitrate as N (NO3-N)	13	mg/L
11/17/20	Well 16	Total Coliform (P/A)	0	p/a
11/23/20	Well 16	Heterotrophic Plate Count	80	c/ml
11/23/20	Well 16	Methylene Blue Active Subs. (MBAS)	0	µg/L
12/16/20	Well 16	Dibromochloropropane (DBCP)	0	µg/L
12/16/20	Well 16	E. Coli Bacteria (P/A)	0	p/a
12/16/20	Well 16	Nitrate as N (NO3-N)	13	mg/L
12/16/20	Well 16	Total Coliform (P/A)	0	p/a
01/20/21	Well 16	Dibromochloropropane (DBCP)	0	µg/L
01/20/21	Well 16	E. Coli Bacteria (P/A)	0	p/a
01/20/21	Well 16	Nitrate as N (NO3-N)	14	mg/L
01/20/21	Well 16	Total Coliform (P/A)	0	p/a
01/22/21	Well 16	Heterotrophic Plate Count	4	c/ml
01/22/21	Well 16	Nitrate as N (NO3-N)	15	mg/L
02/17/21	Well 16	Dibromochloropropane (DBCP)	0	µg/L
02/17/21	Well 16	E. Coli Bacteria (P/A)	0	p/a
02/17/21	Well 16	Nitrate as N (NO3-N)	12	mg/L
02/17/21	Well 16	Total Coliform (P/A)	0	p/a
03/24/21	Well 16	Chlorine Residual (free)	0.54	mg/L
03/24/21	Well 16	Dibromochloropropane (DBCP)	0	µg/L
03/24/21	Well 16	E. Coli Bacteria (P/A)	0	p/a
03/24/21	Well 16	Nitrate as N (NO3-N)	11	mg/L
03/24/21	Well 16	Total Coliform (P/A)	0	p/a
04/20/21	Well 16	Dibromochloropropane (DBCP)	0	µg/L
04/20/21	Well 16	E. Coli Bacteria (P/A)	0	p/a

Sample Date	Location	Constituent	Results	Units
04/20/21	Well 16	Nitrate as N (NO3-N)	11	mg/L
04/20/21	Well 16	Total Coliform (P/A)	0	p/a
06/02/20	Well 19	Dibromochloropropane (DBCP)	0.079	µg/L
06/02/20	Well 19	E. Coli Bacteria (P/A)	0	p/a
06/02/20	Well 19	Nitrate as N (NO3-N)	7.5	mg/L
06/02/20	Well 19	Total Coliform (P/A)	0	p/a
06/09/20	Well 19	Dibromochloropropane (DBCP)	0.093	µg/L
06/09/20	Well 19	Nitrate as N (NO3-N)	7.7	mg/L
06/16/20	Well 19	Dibromochloropropane (DBCP)	0.1	µg/L
06/16/20	Well 19	Nitrate as N (NO3-N)	7.7	mg/L
06/23/20	Well 19	Dibromochloropropane (DBCP)	0.11	µg/L
06/23/20	Well 19	Nitrate as N (NO3-N)	8	mg/L
06/30/20	Well 19	1,2,3-Trichloropropane	0	µg/L
06/30/20	Well 19	2,4,5-T	0	µg/L
06/30/20	Well 19	2,4,5-TP (SILVEX)	0	µg/L
06/30/20	Well 19	2,4-D	0	µg/L
06/30/20	Well 19	3-Hydroxycarbofuran	0	µg/L
06/30/20	Well 19	Aldicarb Sulfone	0	µg/L
06/30/20	Well 19	Aldicarb Sulfoxide	0	µg/L
06/30/20	Well 19	Aldrin	0	µg/L
06/30/20	Well 19	Butachlor	0	µg/L
06/30/20	Well 19	Dalapon	0	µg/L
06/30/20	Well 19	Diazinon	0	µg/L
06/30/20	Well 19	Dibromochloropropane (DBCP)	0.045	µg/L
06/30/20	Well 19	Dibromochloropropane (DBCP)	0.072	µg/L
06/30/20	Well 19	Dieldrin	0	µg/L
06/30/20	Well 19	Diquat	0	µg/L
06/30/20	Well 19	Endothal	0	µg/L
06/30/20	Well 19	Endrin	0	µg/L
06/30/20	Well 19	EPTC	0	µg/L
06/30/20	Well 19	Ethylene Dibromide (EDB)	0	µg/L
06/30/20	Well 19	Glyphosate	0	µg/L
06/30/20	Well 19	Heptachlor	0	µg/L
06/30/20	Well 19	Heptachlor Epoxide	0	µg/L
06/30/20	Well 19	Hexachlorobenzene	0	µg/L
06/30/20	Well 19	Hexachlorocyclopentadiene	0	µg/L
06/30/20	Well 19	Methiocarb	0	
06/30/20	Well 19	Methomyl	0	µg/L
06/30/20	Well 19	Methoxychlor	0	µg/L
06/30/20	Well 19	Metolachlor	0	µg/L
06/30/20	Well 19	Metribuzin	0	µg/L
06/30/20	Well 19	Nitrate as N (NO3-N)	4.3	mg/L
06/30/20	Well 19	Picloram	0	µg/L
06/30/20	Well 19	Prometon	0	µg/L
06/30/20	Well 19	propachlor	0	µg/L
06/30/20	Well 19	Terbacil	0	µg/L
06/30/20	Well 19	Toxaphene	0	µg/L
07/01/20	Well 19	1,1,1,2-Tetrachloroethane	0	µg/L

Sample Date	Location	Constituent	Results	Units
07/01/20	Well 19	1,1,1-Trichloroethane (1,1,1-TCA)	0	µg/L
07/01/20	Well 19	1,1,2,2-Tetrachloroethane	0	µg/L
07/01/20	Well 19	1,1,2-Trichloroethane (1,1,2-TCA)	0	µg/L
07/01/20	Well 19	1,1-Dichloroethane (1,1-DCA)	0	µg/L
07/01/20	Well 19	1,1-Dichloropropene	0	µg/L
07/01/20	Well 19	1,2,3-Trichlorobenzene	0	µg/L
07/01/20	Well 19	1,2,4-Trichlorobenzene	0	µg/L
07/01/20	Well 19	1,2,4-Trimethylbenzene	0	µg/L
07/01/20	Well 19	1,2-Dichlorobenzene (o-DCB)	0	µg/L
07/01/20	Well 19	1,2-Dichloroethane (1,2-DCA)	0	µg/L
07/01/20	Well 19	1,2-Dichloropropane	0	µg/L
07/01/20	Well 19	1,3,5-Trimethylbenzene	0	µg/L
07/01/20	Well 19	1,3-Dichlorobenzene (m-DCB)	0	µg/L
07/01/20	Well 19	1,3-Dichloropropane	0	µg/L
07/01/20	Well 19	1,3-Dichloropropene	0	µg/L
07/01/20	Well 19	1,4-Dichlorobenzene (p-DCB)	0	µg/L
07/01/20	Well 19	2,2-Dichloropropane	0	µg/L
07/01/20	Well 19	2-Butanone (MEK)	0	
07/01/20	Well 19	2-Chlorotoluene	0	µg/L
07/01/20	Well 19	2-Hexanone	0	µg/L
07/01/20	Well 19	4-Chlorotoluene	0	µg/L
07/01/20	Well 19	4-Methyl-2-Pentanone (MIBK)	0	
07/01/20	Well 19	Aluminum (Al)	6.7	µg/L
07/01/20	Well 19	Anion Sum	4.1	
07/01/20	Well 19	Antimony (Sb)	0	µg/L
07/01/20	Well 19	Apparent Color (Unfiltered) Units	0	Units
07/01/20	Well 19	Arsenic (As)	1.2	µg/L
07/01/20	Well 19	Asbestos	0	MF/L
07/01/20	Well 19	Barium (Ba)	41	µg/L
07/01/20	Well 19	Benzene	0	µg/L
07/01/20	Well 19	Beryllium (Be)	0	µg/L
07/01/20	Well 19	Bicarbonate (HCO3)	210	mg/L
07/01/20	Well 19	Bromobenzene	0	µg/L
07/01/20	Well 19	Bromochloromethane	0	µg/L
07/01/20	Well 19	Bromodichloromethane	0	µg/L
07/01/20	Well 19	Bromoform	0	µg/L
07/01/20	Well 19	Bromomethane (Methyl Bromide)	0	µg/L
07/01/20	Well 19	Cadmium (Cd)	0	µg/L
07/01/20	Well 19	Calcium (Ca)	61.5	mg/L
07/01/20	Well 19	Carbon Tetrachloride	0	µg/L
07/01/20	Well 19	Carbonate (CO3)	0	mg/L
07/01/20	Well 19	Cation Sum	4.3	
07/01/20	Well 19	Chloride (Cl)	4.5	mg/L
07/01/20	Well 19	Chloroethane	0	µg/L
07/01/20	Well 19	Chloroform	0	µg/L
07/01/20	Well 19	Chloromethane (Methyl Chloride)	0	µg/L
07/01/20	Well 19	Chromium (Total Cr)	0.36	µg/L
07/01/20	Well 19	cis-1,2-Dichloroethylene (c-1,2-DCE)	0	µg/L

Sample Date	Location	Constituent	Results	Units
07/01/20	Well 19	cis-1,3-Dichloropropene	0	µg/L
07/01/20	Well 19	Copper (Cu)	2	µg/L
07/01/20	Well 19	Cyanide (CN)	0	µg/L
07/01/20	Well 19	Dibromochloromethane	0	µg/L
07/01/20	Well 19	Dibromomethane	0	µg/L
07/01/20	Well 19	Dichlorodifluoromethane	0	µg/L
07/01/20	Well 19	Di-isopropyl ether	0	
07/01/20	Well 19	Ethyl tert-Butyl Ether (ETBE)	0	µg/L
07/01/20	Well 19	Ethylbenzene	0	µg/L
07/01/20	Well 19	Fluoride (F)	0.32	mg/L
07/01/20	Well 19	Hexachlorobutadiene	0	µg/L
07/01/20	Well 19	Hydroxide (OH)	0	mg/L
07/01/20	Well 19	Iron (Fe)	34	µg/L
07/01/20	Well 19	Isopropylbenzene (Cumene)	0	µg/L
07/01/20	Well 19	Lab Turbidity	0	NTU
07/01/20	Well 19	Langelier Index	0.943	
07/01/20	Well 19	Langlier Index at source temperature	0.421	Deg C
07/01/20	Well 19	Lead (Pb)	0.28	µg/L
07/01/20	Well 19	m,p-Xylene	0	µg/L
07/01/20	Well 19	Magnesium (Mg)	8.77	mg/L
07/01/20	Well 19	Manganese (Mn)	0.53	µg/L
07/01/20	Well 19	Mercury (Hg)	0	µg/L
07/01/20	Well 19	Methyl tert-Butyl Ether (MTBE)	0	µg/L
07/01/20	Well 19	Methylene Blue Active Subs. (MBAS)	0	µg/L
07/01/20	Well 19	Monochlorobenzene (Chlorobenzene)	0	µg/L
07/01/20	Well 19	Naphthalene	0	µg/L
07/01/20	Well 19	n-Butylbenzene	0	µg/L
07/01/20	Well 19	Nitrate & Nitrite as Nitrogen (N)	3200	µg/L
07/01/20	Well 19	Nitrate as N (NO3-N)	3.2	mg/L
07/01/20	Well 19	Nitrite (as N)	0	µg/L
07/01/20	Well 19	n-Propylbenzene	0	µg/L
07/01/20	Well 19	Odor Threshold at 60 C	0	TON
07/01/20	Well 19	o-Xylene	0	µg/L
07/01/20	Well 19	Perchlorate (Low Level)	0	µg/L
07/01/20	Well 19	PH (Laboratory)	7.8	Standard Units
07/01/20	Well 19	p-Isopropyltoluene	0	µg/L
07/01/20	Well 19	Potassium (K)	1.9	mg/L
07/01/20	Well 19	sec-Butylbenzene	0	µg/L
07/01/20	Well 19	Selenium (Se)	0	µg/L
07/01/20	Well 19	Silver (Ag)	0	µg/L
07/01/20	Well 19	Sodium (Na)	11	mg/L
07/01/20	Well 19	Specific Conductance (E.C.)	380	umhos/cm
07/01/20	Well 19	Styrene	0	µg/L
07/01/20	Well 19	Sulfate (SO4)	22	mg/L
07/01/20	Well 19	tert-Amyl Methyl Ether (TAME)	0	µg/L
07/01/20	Well 19	tert-Butylbenzene	0	µg/L
07/01/20	Well 19	Tetrachloroethylene (PCE)	0	µg/L
07/01/20	Well 19	Thallium (Tl)	0	µg/L

Sample Date	Location	Constituent	Results	Units
07/01/20	Well 19	Toluene	0	µg/L
07/01/20	Well 19	Total Alkalinity (as CaCO3)	170	mg/L
07/01/20	Well 19	Total Alpha	2.05	pCi/L
07/01/20	Well 19	Total Filterable Residue/TDS	230	mg/L
07/01/20	Well 19	Total Hardness (as CaCO3)	190	mg/L
07/01/20	Well 19	Total Trihalomethanes (TTHM)	0	µg/L
07/01/20	Well 19	Total Xylenes (m,p & o)	0	µg/L
07/01/20	Well 19	trans-1,2-Dichloroethylene (t-1,2-DCE)	0	µg/L
07/01/20	Well 19	trans-1,3-Dichloropropene	0	µg/L
07/01/20	Well 19	Trichloroethylene (TCE)	0	µg/L
07/01/20	Well 19	Trichlorofluoromethane (Freon 11)	0	µg/L
07/01/20	Well 19	Trichlorotrifluoroethane (Freon 113)	0	µg/L
07/01/20	Well 19	Vinyl Chloride (VC)	0	µg/L
07/01/20	Well 19	Zinc (Zn)	0	µg/L
07/07/20	Well 19	Dibromochloropropane (DBCP)	0.055	µg/L
07/07/20	Well 19	E. Coli Bacteria (P/A)	0	p/a
07/07/20	Well 19	Nitrate as N (NO3-N)	4.4	mg/L
07/07/20	Well 19	Total Coliform (P/A)	0	p/a
07/15/20	Well 19	Dibromochloropropane (DBCP)	0.11	µg/L
07/15/20	Well 19	Nitrate as N (NO3-N)	5.8	mg/L
07/21/20	Well 19	Dibromochloropropane (DBCP)	0.13	µg/L
07/21/20	Well 19	Nitrate as N (NO3-N)	6.1	mg/L
07/28/20	Well 19	Dibromochloropropane (DBCP)	0.14	µg/L
07/28/20	Well 19	Nitrate as N (NO3-N)	8.5	mg/L
08/04/20	Well 19	Dibromochloropropane (DBCP)	0.12	µg/L
08/04/20	Well 19	E. Coli Bacteria (P/A)	0	p/a
08/04/20	Well 19	Nitrate as N (NO3-N)	8.9	mg/L
08/04/20	Well 19	Total Coliform (P/A)	0	p/a
08/11/20	Well 19	Dibromochloropropane (DBCP)	0.14	µg/L
08/11/20	Well 19	Nitrate as N (NO3-N)	8.9	mg/L
08/18/20	Well 19	Dibromochloropropane (DBCP)	0.18	µg/L
08/18/20	Well 19	Nitrate as N (NO3-N)	8.8	mg/L
08/25/20	Well 19	Dibromochloropropane (DBCP)	0.23	µg/L
08/25/20	Well 19	Nitrate as N (NO3-N)	9.4	mg/L
09/02/20	Well 19	Dibromochloropropane (DBCP)	0.14	µg/L
09/02/20	Well 19	E. Coli Bacteria (P/A)	0	p/a
09/02/20	Well 19	Nitrate as N (NO3-N)	9.2	mg/L
09/02/20	Well 19	Total Coliform (P/A)	0	p/a
09/09/20	Well 19	Dibromochloropropane (DBCP)	0.17	µg/L
09/09/20	Well 19	Nitrate as N (NO3-N)	9.1	mg/L
09/15/20	Well 19	Dibromochloropropane (DBCP)	0.16	µg/L
09/15/20	Well 19	Nitrate as N (NO3-N)	9.2	mg/L
09/22/20	Well 19	Dibromochloropropane (DBCP)	0.15	µg/L
09/22/20	Well 19	Nitrate as N (NO3-N)	9.4	mg/L
09/29/20	Well 19	Dibromochloropropane (DBCP)	0.14	µg/L
09/29/20	Well 19	Nitrate as N (NO3-N)	9.4	mg/L
10/06/20	Well 19	Dibromochloropropane (DBCP)	0.17	µg/L
10/06/20	Well 19	E. Coli Bacteria (P/A)	0	p/a

Sample Date	Location	Constituent	Results	Units
10/06/20	Well 19	Nitrate as N (NO3-N)	9	mg/L
10/06/20	Well 19	Total Coliform (P/A)	0	p/a
10/13/20	Well 19	Dibromochloropropane (DBCP)	0.17	µg/L
10/13/20	Well 19	Nitrate as N (NO3-N)	9.5	mg/L
10/20/20	Well 19	Dibromochloropropane (DBCP)	0.21	µg/L
10/20/20	Well 19	Nitrate as N (NO3-N)	9	mg/L
10/27/20	Well 19	Dibromochloropropane (DBCP)	0.19	µg/L
10/27/20	Well 19	Nitrate as N (NO3-N)	9.8	mg/L
11/03/20	Well 19	Dibromochloropropane (DBCP)	0.15	µg/L
11/03/20	Well 19	E. Coli Bacteria (P/A)	0	p/a
11/03/20	Well 19	Nitrate as N (NO3-N)	9.4	mg/L
11/03/20	Well 19	Total Coliform (P/A)	0	p/a
12/16/20	Well 19	Dibromochloropropane (DBCP)	0.07	µg/L
12/16/20	Well 19	E. Coli Bacteria (P/A)	0	p/a
12/16/20	Well 19	Nitrate as N (NO3-N)	7.1	mg/L
12/16/20	Well 19	Total Coliform (P/A)	0	p/a
01/27/21	Well 19	Dibromochloropropane (DBCP)	0.071	µg/L
01/27/21	Well 19	E. Coli Bacteria (P/A)	0	p/a
01/27/21	Well 19	Nitrate as N (NO3-N)	10	mg/L
01/27/21	Well 19	Total Coliform (P/A)	0	p/a
02/10/21	Well 19	Dibromochloropropane (DBCP)	0.063	µg/L
02/10/21	Well 19	E. Coli Bacteria (P/A)	0	p/a
02/10/21	Well 19	Nitrate as N (NO3-N)	9.2	mg/L
02/10/21	Well 19	Total Coliform (P/A)	0	p/a
02/17/21	Well 19	Dibromochloropropane (DBCP)	0.062	µg/L
02/17/21	Well 19	Nitrate as N (NO3-N)	9.3	mg/L
03/09/21	Well 19	Dibromochloropropane (DBCP)	0.046	µg/L
03/09/21	Well 19	E. Coli Bacteria (P/A)	0	p/a
03/09/21	Well 19	Nitrate as N (NO3-N)	6.5	mg/L
03/09/21	Well 19	Total Coliform (P/A)	0	p/a
04/13/21	Well 19	Dibromochloropropane (DBCP)	0.011	µg/L
04/13/21	Well 19	E. Coli Bacteria (P/A)	0	p/a
04/13/21	Well 19	Total Coliform (P/A)	0	p/a
06/02/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
06/02/20	Well 24	E. Coli Bacteria (P/A)	0	p/a
06/02/20	Well 24	Nitrate as N (NO3-N)	4.9	mg/L
06/02/20	Well 24	Total Coliform (P/A)	0	p/a
06/09/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
06/09/20	Well 24	Nitrate as N (NO3-N)	5.1	mg/L
06/16/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
06/16/20	Well 24	Nitrate as N (NO3-N)	5.2	mg/L
06/23/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
06/23/20	Well 24	Nitrate as N (NO3-N)	5.5	mg/L
06/30/20	Well 24	1,2,3-Trichloropropane	0	µg/L
06/30/20	Well 24	2,4,5-T	0	µg/L
06/30/20	Well 24	2,4,5-TP (SILVEX)	0	µg/L
06/30/20	Well 24	2,4-D	0	µg/L
06/30/20	Well 24	3-Hydroxycarbofuran	0	µg/L

Sample Date	Location	Constituent	Results	Units
06/30/20	Well 24	Aldicarb Sulfone	0	µg/L
06/30/20	Well 24	Aldicarb Sulfoxide	0	µg/L
06/30/20	Well 24	Aldrin	0	µg/L
06/30/20	Well 24	Butachlor	0	µg/L
06/30/20	Well 24	Dalapon	0	µg/L
06/30/20	Well 24	Diazinon	0	µg/L
06/30/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
06/30/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
06/30/20	Well 24	Dieldrin	0	µg/L
06/30/20	Well 24	Diquat	0	µg/L
06/30/20	Well 24	Endothal	0	µg/L
06/30/20	Well 24	Endrin	0	µg/L
06/30/20	Well 24	EPTC	0	µg/L
06/30/20	Well 24	Ethylene Dibromide (EDB)	0	µg/L
06/30/20	Well 24	Glyphosate	0	µg/L
06/30/20	Well 24	Heptachlor	0	µg/L
06/30/20	Well 24	Heptachlor Epoxide	0	µg/L
06/30/20	Well 24	Hexachlorobenzene	0	µg/L
06/30/20	Well 24	Hexachlorocyclopentadiene	0	µg/L
06/30/20	Well 24	Methiocarb	0	
06/30/20	Well 24	Methomyl	0	µg/L
06/30/20	Well 24	Methoxychlor	0	µg/L
06/30/20	Well 24	Metolachlor	0	µg/L
06/30/20	Well 24	Metribuzin	0	µg/L
06/30/20	Well 24	Nitrate as N (NO3-N)	5.5	mg/L
06/30/20	Well 24	Picloram	0	µg/L
06/30/20	Well 24	Prometon	0	µg/L
06/30/20	Well 24	propachlor	0	µg/L
06/30/20	Well 24	Terbacil	0	µg/L
06/30/20	Well 24	Toxaphene	0	µg/L
07/01/20	Well 24	1,1,1,2-Tetrachloroethane	0	µg/L
07/01/20	Well 24	1,1,1-Trichloroethane (1,1,1-TCA)	0	µg/L
07/01/20	Well 24	1,1,2,2-Tetrachloroethane	0	µg/L
07/01/20	Well 24	1,1,2-Trichloroethane (1,1,2-TCA)	0	µg/L
07/01/20	Well 24	1,1-Dichloroethane (1,1-DCA)	0	µg/L
07/01/20	Well 24	1,1-Dichloropropene	0	µg/L
07/01/20	Well 24	1,2,3-Trichlorobenzene	0	µg/L
07/01/20	Well 24	1,2,4-Trichlorobenzene	0	µg/L
07/01/20	Well 24	1,2,4-Trimethylbenzene	0	µg/L
07/01/20	Well 24	1,2-Dichlorobenzene (o-DCB)	0	µg/L
07/01/20	Well 24	1,2-Dichloroethane (1,2-DCA)	0	µg/L
07/01/20	Well 24	1,2-Dichloropropene	0	µg/L
07/01/20	Well 24	1,3,5-Trimethylbenzene	0	µg/L
07/01/20	Well 24	1,3-Dichlorobenzene (m-DCB)	0	µg/L
07/01/20	Well 24	1,3-Dichloropropene	0	µg/L
07/01/20	Well 24	1,3-Dichloropropene	0	µg/L
07/01/20	Well 24	1,4-Dichlorobenzene (p-DCB)	0	µg/L
07/01/20	Well 24	2,2-Dichloropropene	0	µg/L

Sample Date	Location	Constituent	Results	Units
07/01/20	Well 24	2-Butanone (MEK)	0	
07/01/20	Well 24	2-Chlorotoluene	0	µg/L
07/01/20	Well 24	2-Hexanone	0	µg/L
07/01/20	Well 24	4-Chlorotoluene	0	µg/L
07/01/20	Well 24	4-Methyl-2-Pentanone (MIBK)	0	
07/01/20	Well 24	Aluminum (Al)	0	µg/L
07/01/20	Well 24	Anion Sum	3.9	
07/01/20	Well 24	Antimony (Sb)	0	µg/L
07/01/20	Well 24	Apparent Color (Unfiltered) Units	0	Units
07/01/20	Well 24	Arsenic (As)	1.5	µg/L
07/01/20	Well 24	Asbestos	0	MF/L
07/01/20	Well 24	Barium (Ba)	44	µg/L
07/01/20	Well 24	Benzene	0	µg/L
07/01/20	Well 24	Beryllium (Be)	0	µg/L
07/01/20	Well 24	Bicarbonate (HCO3)	180	mg/L
07/01/20	Well 24	Bromobenzene	0	µg/L
07/01/20	Well 24	Bromochloromethane	0	µg/L
07/01/20	Well 24	Bromodichloromethane	0	µg/L
07/01/20	Well 24	Bromoform	0	µg/L
07/01/20	Well 24	Bromomethane (Methyl Bromide)	0	µg/L
07/01/20	Well 24	Cadmium (Cd)	0	µg/L
07/01/20	Well 24	Calcium (Ca)	52.6	mg/L
07/01/20	Well 24	Carbon Tetrachloride	0	µg/L
07/01/20	Well 24	Carbonate (CO3)	0	mg/L
07/01/20	Well 24	Cation Sum	3.9	
07/01/20	Well 24	Chloride (Cl)	15	mg/L
07/01/20	Well 24	Chloroethane	0	µg/L
07/01/20	Well 24	Chloroform	0	µg/L
07/01/20	Well 24	Chloromethane (Methyl Chloride)	0	µg/L
07/01/20	Well 24	Chromium (Total Cr)	0.89	µg/L
07/01/20	Well 24	cis-1,2-Dichloroethylene (c-1,2-DCE)	0	µg/L
07/01/20	Well 24	cis-1,3-Dichloropropene	0	µg/L
07/01/20	Well 24	Copper (Cu)	6.9	µg/L
07/01/20	Well 24	Cyanide (CN)	0	µg/L
07/01/20	Well 24	Dibromochloromethane	0	µg/L
07/01/20	Well 24	Dibromomethane	0	µg/L
07/01/20	Well 24	Dichlorodifluoromethane	0	µg/L
07/01/20	Well 24	Di-isopropyl ether	0	
07/01/20	Well 24	Ethyl tert-Butyl Ether (ETBE)	0	µg/L
07/01/20	Well 24	Ethylbenzene	0	µg/L
07/01/20	Well 24	Fluoride (F)	0.37	mg/L
07/01/20	Well 24	Hexachlorobutadiene	0	µg/L
07/01/20	Well 24	Hydroxide (OH)	0	mg/L
07/01/20	Well 24	Iron (Fe)	12	µg/L
07/01/20	Well 24	Isopropylbenzene (Cumene)	0	µg/L
07/01/20	Well 24	Lab Turbidity	0	NTU
07/01/20	Well 24	Langelier Index	0.804	
07/01/20	Well 24	Langlier Index at source temperature	0.282	Deg C

Sample Date	Location	Constituent	Results	Units
07/01/20	Well 24	Lead (Pb)	0	µg/L
07/01/20	Well 24	m,p-Xylene	0	µg/L
07/01/20	Well 24	Magnesium (Mg)	8.66	mg/L
07/01/20	Well 24	Manganese (Mn)	0.2	µg/L
07/01/20	Well 24	Mercury (Hg)	0	µg/L
07/01/20	Well 24	Methyl tert-Butyl Ether (MTBE)	0	µg/L
07/01/20	Well 24	Methylene Blue Active Subs. (MBAS)	0	µg/L
07/01/20	Well 24	Monochlorobenzene (Chlorobenzene)	0	µg/L
07/01/20	Well 24	Naphthalene	0	µg/L
07/01/20	Well 24	n-Butylbenzene	0	µg/L
07/01/20	Well 24	Nitrate & Nitrite as Nitrogen (N)	5500	µg/L
07/01/20	Well 24	Nitrate as N (NO3-N)	5.5	mg/L
07/01/20	Well 24	Nitrite (as N)	0	µg/L
07/01/20	Well 24	n-Propylbenzene	0	µg/L
07/01/20	Well 24	Odor Threshold at 60 C	0	TON
07/01/20	Well 24	o-Xylene	0	µg/L
07/01/20	Well 24	Perchlorate (Low Level)	0	µg/L
07/01/20	Well 24	PH (Laboratory)	7.78	Standard Units
07/01/20	Well 24	p-Isopropyltoluene	0	µg/L
07/01/20	Well 24	Potassium (K)	2.1	mg/L
07/01/20	Well 24	sec-Butylbenzene	0	µg/L
07/01/20	Well 24	Selenium (Se)	0	µg/L
07/01/20	Well 24	Silver (Ag)	0	µg/L
07/01/20	Well 24	Sodium (Na)	13	mg/L
07/01/20	Well 24	Specific Conductance (E.C.)	370	umhos/cm
07/01/20	Well 24	Styrene	0	µg/L
07/01/20	Well 24	Sulfate (SO4)	26	mg/L
07/01/20	Well 24	tert-Amyl Methyl Ether (TAME)	0	µg/L
07/01/20	Well 24	tert-Butylbenzene	0	µg/L
07/01/20	Well 24	Tetrachloroethylene (PCE)	0	µg/L
07/01/20	Well 24	Thallium (Tl)	0	µg/L
07/01/20	Well 24	Toluene	0	µg/L
07/01/20	Well 24	Total Alkalinity (as CaCO3)	150	mg/L
07/01/20	Well 24	Total Alpha	1.6	pCi/L
07/01/20	Well 24	Total Filterable Residue/TDS	220	mg/L
07/01/20	Well 24	Total Hardness (as CaCO3)	167	mg/L
07/01/20	Well 24	Total Trihalomethanes (TTHM)	0	µg/L
07/01/20	Well 24	Total Xylenes (m,p & o)	0	µg/L
07/01/20	Well 24	trans-1,2-Dichloroethylene (t-1,2-DCE)	0	µg/L
07/01/20	Well 24	trans-1,3-Dichloropropene	0	µg/L
07/01/20	Well 24	Trichloroethylene (TCE)	0	µg/L
07/01/20	Well 24	Trichlorofluoromethane (Freon 11)	0	µg/L
07/01/20	Well 24	Trichlorotrifluoroethane (Freon 113)	0	µg/L
07/01/20	Well 24	Vinyl Chloride (VC)	0	µg/L
07/01/20	Well 24	Zinc (Zn)	5.4	µg/L
07/07/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
07/07/20	Well 24	E. Coli Bacteria (P/A)	0	p/a
07/07/20	Well 24	Nitrate as N (NO3-N)	5.8	mg/L

Sample Date	Location	Constituent	Results	Units
07/07/20	Well 24	Total Coliform (P/A)	0	p/a
07/14/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
07/14/20	Well 24	Nitrate as N (NO3-N)	5.8	mg/L
07/21/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
07/21/20	Well 24	Nitrate as N (NO3-N)	5.9	mg/L
07/28/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
07/28/20	Well 24	Nitrate as N (NO3-N)	6	mg/L
08/04/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
08/04/20	Well 24	E. Coli Bacteria (P/A)	0	p/a
08/04/20	Well 24	Nitrate as N (NO3-N)	6.3	mg/L
08/04/20	Well 24	Total Coliform (P/A)	0	p/a
08/11/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
08/11/20	Well 24	Nitrate as N (NO3-N)	6.2	mg/L
08/18/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
08/18/20	Well 24	Nitrate as N (NO3-N)	6.2	mg/L
08/25/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
08/25/20	Well 24	Nitrate as N (NO3-N)	6.2	mg/L
09/02/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
09/02/20	Well 24	E. Coli Bacteria (P/A)	0	p/a
09/02/20	Well 24	Nitrate as N (NO3-N)	6.4	mg/L
09/02/20	Well 24	Total Coliform (P/A)	0	p/a
09/09/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
09/09/20	Well 24	Nitrate as N (NO3-N)	6.4	mg/L
09/15/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
09/15/20	Well 24	Nitrate as N (NO3-N)	6.5	mg/L
09/22/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
09/22/20	Well 24	Nitrate as N (NO3-N)	6.6	mg/L
09/29/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
09/29/20	Well 24	Nitrate as N (NO3-N)	6.7	mg/L
10/06/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
10/06/20	Well 24	E. Coli Bacteria (P/A)	0	p/a
10/06/20	Well 24	Nitrate as N (NO3-N)	6.5	mg/L
10/06/20	Well 24	Total Coliform (P/A)	0	p/a
10/13/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
10/13/20	Well 24	Nitrate as N (NO3-N)	6.7	mg/L
10/20/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
10/20/20	Well 24	Nitrate as N (NO3-N)	6.7	mg/L
11/17/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
11/17/20	Well 24	E. Coli Bacteria (P/A)	0	p/a
11/17/20	Well 24	Nitrate as N (NO3-N)	2.7	mg/L
11/17/20	Well 24	Total Coliform (P/A)	0	p/a
12/16/20	Well 24	Dibromochloropropane (DBCP)	0	µg/L
12/16/20	Well 24	E. Coli Bacteria (P/A)	0	p/a
12/16/20	Well 24	Nitrate as N (NO3-N)	2.5	mg/L
12/16/20	Well 24	Total Coliform (P/A)	0	p/a
01/27/21	Well 24	Dibromochloropropane (DBCP)	0	µg/L
01/27/21	Well 24	E. Coli Bacteria (P/A)	0	p/a
01/27/21	Well 24	Nitrate as N (NO3-N)	2.3	mg/L

Sample Date	Location	Constituent	Results	Units
01/27/21	Well 24	Total Coliform (P/A)	0	p/a
02/17/21	Well 24	Dibromochloropropane (DBCP)	0	µg/L
02/17/21	Well 24	E. Coli Bacteria (P/A)	0	p/a
02/17/21	Well 24	Nitrate as N (NO3-N)	2.2	mg/L
02/17/21	Well 24	Total Coliform (P/A)	0	p/a
03/24/21	Well 24	Chlorine Residual (free)	0.57	mg/L
03/24/21	Well 24	Dibromochloropropane (DBCP)	0	µg/L
03/24/21	Well 24	E. Coli Bacteria (P/A)	0	p/a
03/24/21	Well 24	Nitrate as N (NO3-N)	1.9	mg/L
03/24/21	Well 24	Total Coliform (P/A)	0	p/a
04/20/21	Well 24	Dibromochloropropane (DBCP)	0	µg/L
04/20/21	Well 24	E. Coli Bacteria (P/A)	0	p/a
04/20/21	Well 24	Nitrate as N (NO3-N)	1.9	mg/L
04/20/21	Well 24	Total Coliform (P/A)	0	p/a

CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

RECHARGE

Date of Notice:

May 7, 2021

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

APPLICATION FOR RECHARGE

Notification Dated: May 7, 2021

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

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **April 29, 2021**

Date of this notice: **May 7, 2021**

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

- Notice of Application for Recharge – On April 29, 2021 Cucamonga Valley Water District submitted an Application for Recharge for up to 2,800 acre-feet per year until 2026 to be recharged into the Turner Basins.

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

Appropriative Pool: May 13, 2021

Non-Agricultural Pool: May 13, 2021

Agricultural Pool: May 13, 2021

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

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

Unless the *Application* is amended, as *Contests* must be submitted a minimum of fourteen (14) days prior to the Advisory Committee’s consideration of an *Application*, parties to the Judgment may file *Contests* to the *Application* with Watermaster *within seven calendar days* of when the last pool committee considers it. Any *Contest* must be in writing and state the basis of the *Contest*.

Watermaster address:

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

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

CHINO BASIN WATERMASTER

- I. CONSENT CALENDAR
 - E. APPLICATION: LOCAL STORAGE AGREEMENT (ONAP)



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 24, 2021

TO: Board Members

SUBJECT: Application: Local Storage Agreements – Overlying (Non-Agricultural) Pool
(Consent Calendar Item I.E.)

SUMMARY:

Issue: Consideration of Application for Local Storage Agreements – Storage of Excess Carryover Water by Members of the Overlying (Non-Agricultural) Pool in amounts to be determined as of the close of Fiscal Year 2020/21 (June 30, 2021).

Recommendation: Approve the proposed agreements on the condition that Watermaster's approval of Storage Agreements authorizing storage in excess of 500,000 acre-feet Safe Storage Capacity beyond June 30, 2021 are subject to Watermaster's further exercise of discretion to limit and reduce storage in accordance with the Peace Agreement.

Financial Impact: None

Future Consideration

Watermaster Board – June 24, 2021: Approval [Within WM Duties and Powers]

ACTIONS:

Appropriative Pool – May 13, 2021: Unanimously recommended Advisory Committee approval.

Non-Agricultural Pool – May 13, 2021: Unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem necessary.

Agricultural Pool – May 13, 2021: Unanimously recommended Advisory Committee approval.

Advisory Committee – June 17, 2021: Unanimously recommended Board approval.

Watermaster Board – June 24, 2021:

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

BACKGROUND

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

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

Pursuant to the: Peace Agreement §5.2; Restated Judgment Exhibit G - Non-Agricultural Pool Pooling Plan ¶7; and Restated Judgment Exhibit H - Appropriative Pool Pooling Plan ¶12, parties are required to have approved Local Storage Agreements for the amounts in their stored water accounts.

The following application for a Local Storage Agreement is based on quantities following the close of Fiscal Year 2020/21 and was noticed on May 7, 2021:

- Consideration of Local Storage Agreements - Storage of Excess Carryover Water by the Non-Agricultural Pool in amounts to be determined, and as of the close of Fiscal Year 2020/21.

DISCUSSION

Following action taken at its April 8, 2021 meeting, the Non-Agricultural Pool submitted a “universal” application (Form 1) for Overlying (Non-Agricultural) Pool Excess Carryover Water “for each member, a quantity equal to the surplus carryover of such member as of midnight on the evening of June 30, 2021” (Attachment 1).

The 500,000 acre-feet Safe Storage Capacity threshold analyzed in the OBMP Implementation Plan PEIR has been re-examined and revised to 600,000 acre-feet, through June 30, 2021. The total water held in local storage water accounts is 542,483.4 acre-feet.

On March 17, 2021, the IEUA Board certified the Addendum No. 2 to the OBMP Implementation Plan PEIR. This Addendum allows for the Storage of water for up to 700,000 acre-feet until 2030.

Paragraph 5.2(b)(iv) of the Peace Agreements states "Watermaster shall approve the Local Storage agreement so long as: (1) the total quantity of Supplemental Water authorized to be held in Local Storage under all then existing Local Storage agreements for all parties to the Judgment does not exceed the cumulative total of 50,000 acre-feet... Watermaster may approve a proposed agreement with conditions that mitigate any threatened or potential Material Physical Injury." The Second Amendment to Peace Agreement Section 2 increases the cumulative total from 50,000 acre-feet to 100,000 acre-feet. The water held in local supplemental storage accounts is 127,471.6 acre-feet.

On May 27, 2021, the Watermaster Board adopted Resolution 2021-03 regarding the Local Storage Limitation Solution, to move the Court to order the Watermaster to conform to the findings of the Addendum No. 2 to the OBMP PEIR. The Court will consider ordering Watermaster to apply the existing rules for Storage established in the Peace Agreement and Second Amendment to the Peace Agreement to the quantities stated in the Addendum No. 2 to the PEIR.

Pursuant to the Peace Agreement, standard losses will be applied to all water placed into Local Supplemental Storage Accounts in a manner consistent with all other water held in storage.

All three Pool Committees at their May 13, 2021 meetings unanimously recommended Advisory Committee to recommend to the Watermaster Board to approve the proposed agreements. The Advisory Committee at its June 17, 2021 meeting recommended Board approval of the proposed agreements. The final quantities will be officialized if and when the Production Year 2020/2021 Assessment Package is adopted. The Watermaster parties are currently engaged in a process to amend the Peace Agreement and update the Safe Storage Capacity to conform with the Second Addendum to the OBMP PEIR.

ATTACHMENTS

1. Form 1 – Application for Local Storage Agreement including Attachment
2. Notice Forms



APPLICATION FOR LOCAL STORAGE AGREEMENT

APPLICANT

Non-Agricultural Pool Committee, for its members April 9, 2021
Name of Party Date Requested Date Approved

Various
Street Address

For each member, a quantity equal to the surplus carryover of such member as of midnight on the evening of June 30, 2021. See Attachment.

Various CA Various
City State Zip Code

Telephone: Various Amount Requested Amount Approved

Facsimile: Various

TYPE OF WATER TO BE PLACED IN STORAGE

[X] Excess Carry Over [] Local Supplemental or Imported [] Both

PURPOSE OF STORAGE - Check all that may apply

- [] Stabilize or reduce future water costs/assessments.
[] Facilitate utilization of other available sources of supply.
[] Facilitate replenishment under certain well sites.
[] Preserve pumping right for a changed future potential use.
[X] Other, explain Any purpose authorized or otherwise permitted under the Judgment and/or other governing documents

METHOD AND LOCATION OF PLACEMENT IN STORAGE - Check and attach all that may apply

Table with 2 columns: Method/Location and Description. Includes options for Recharge, Transfer of Right to Water, and Transfer from another party.

METHOD AND LOCATION OF RECAPTURE FROM STORAGE - Check and attach all that may apply

Table with 2 columns: Method/Location and Description. Includes options for Pump from my wells and Transfer to another party.

WATER QUALITY AND WATER LEVELS

What is the existing water quality and what are the existing water levels in the areas that are likely to be affected?

For information about the water quality and water levels of the Basin, please see


http://www.cbwm.org/rep_engineering.htm and http://cbwm.org/rep_eng_maps.htm

MATERIAL PHYSICAL INJURY

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

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

ADDITIONAL INFORMATION ATTACHED Yes [X] No []


Applicant,
Chair, Non-Agricultural Pool Committee, as authorized by affirmative action of the Committee at its regular meeting on April 8, 2021

TO BE COMPLETED BY WATERMASTER:

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: May 13, 2021

DATE OF APPROVAL FROM AGRICULTURAL POOL: May 13, 2021

DATE OF APPROVAL FROM APPROPRIATIVE POOL: May 13, 2021

HEARING DATE, IF ANY: N/A

DATE OF ADVISORY COMMITTEE APPROVAL: June 17, 2021

DATE OF BOARD APPROVAL: _____ Agreement # _____

ATTACHMENT

This is an application for storage agreements authorized by the Non-Agricultural Pool Committee on behalf of the members of the Non-Agricultural Pool for surplus carryover of such members as of June 30, 2021.

In Section 8 of the Judgment, the Court determined that the members of the Non-Agricultural Pool were owners of an overlying water right. [Judgment, Section 8.] The allocation of Safe Yield to members of the Non-Agricultural Pool is not subject to adjustment for changes in Safe Yield. [Judgment, Section 44.]

If a member of the Non-Agricultural Pool produces less than its assigned share of Operating Safe Yield in any year, such unproduced water is considered “carryover,” and may be produced by such member in a subsequent year. [Judgment, Exhibit G, Section 7.] The first water produced by such member during any such subsequent year is deemed to be produced from any such carryover. [Judgment, Exhibit G, Section 7.] If the quantity of carryover of any member of the Non-Agricultural Pool in a year exceeds its production in such year, then such unproduced water is considered “surplus carryover.” [Judgment, Exhibit G, Section 7.] Section 7 of Exhibit G provides that members of the Non-Agricultural Pool shall execute storage agreements with Watermaster “as a condition of preserving such surplus carryover.”

The applicant understands that, at least in some instances, and for reasons unknown to the applicant, the term “surplus carryover” is referred to as “excess carryover.” For that reason, the applicant has checked the box marked “excess carryover” on this form.

The applicant understands that Watermaster reports the quantity of carryover and excess carryover of each member of the Non-Agricultural Pool in the annual assessment packages. The most recent annual assessment package is available on Watermaster’s website. http://www.cbwm.org/rep_finance.htm. Based on Section 7 of Exhibit G to the Judgment, as described in the preceding paragraph, the quantity added to the surplus carryover of each member of the Non-Agricultural Pool for the year ended June 30, 2021 is equal to or less than the carryover of such member for the year ended June 30, 2020.

Carryover becomes surplus carryover on June 30 of each year. In order to “preserve such surplus carryover,” the Non-Agricultural Pool Committee desires that members of the Non-Agricultural Pool have storage agreements in place on or prior to June 30 of each year, or, where doing so prior to June 30 is not feasible, as soon as practicable thereafter.

CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

LOCAL STORAGE AGREEMENT

Date of Notice:
May 7, 2021

This notice is to advise interested persons that the attached application(s) will come before the Watermaster Board on June 24, 2021.

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **April 9, 2021**

Date of this notice: **May 7, 2021**

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

- Notice of Application for a Local Storage Agreement – Storage of Excess Carryover Water by members of the Overlying (Non-Agricultural) Pool.

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

Appropriative Pool: May 13, 2021

Non-Agricultural Pool: May 13, 2021

Agricultural Pool: May 13, 2021

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

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

Unless the *Application* is amended, as *Contests* must be submitted a minimum of fourteen (14) days prior to the Advisory Committee's consideration of an *Application*, parties to the Judgment may file *Contests* to the *Application* with Watermaster *within seven calendar days* of when the last pool committee considers it. Any *Contest* must be in writing and state the basis of the *Contest*.

Watermaster address:

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

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

CHINO BASIN WATERMASTER

- I. CONSENT CALENDAR
 - F. REFUND OF PRIOR ASSESSED RECHARGE IMPROVEMENT PROJECT FUNDS



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 24, 2021
TO: Board Members
SUBJECT: Refund of Prior Assessed Recharge Improvement Project Funds
(Consent Calendar Item I.F.)

SUMMARY:

Issue: Within the FY 2020/21 Carry-Over fund balances, there are available funds which could be refunded to the AP. The total amounts are estimated at \$1,234,582.42.

Recommendation: Adopt the refund of the carry-over monies for the previously assessed Recharge Improvement Projects Funds of \$1,234,582.42 with the upcoming November 2021 Assessment Package.

Financial Impact: There is no financial impact to Watermaster as a result of the above recommendation. There would be a reduction of the overall "Carry-Over" funding balances which are reflected on the Watermaster balance sheet under operating cash, upon refunding any amounts to the AP.

Future Consideration

Watermaster Board – June 24, 2021: Adoption [Advisory Committee Approval Required]

ACTIONS:

Appropriative Pool – June 10, 2021: Unanimously moved to approve that the respective debits/credits as shown on pages 120 and 133 of the June 2021 Pools meeting package are built into the upcoming November 2021 Assessment Package process.

Non-Agricultural Pool – June 10, 2021: Unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem appropriate.

Agricultural Pool – June 10, 2021: No action taken.

Advisory Committee – June 17, 2021: Unanimously approved as presented.

Watermaster Board – June 24, 2021:

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

Prior to the availability of SRF funding by IEUA, Watermaster would include any Recharge Improvement Projects within the approved fiscal year budget, and assess for these Recharge Improvement Projects when the Assessment Package was approved and invoiced, usually during the month of November each year. These assessments for Recharge Improvement Projects were invoiced to the AP based upon the formula of Operating Safe Yield (OSY).

As a result of IEUA’s ability to obtain SRF funding for many of the Recharge Improvement Projects, Watermaster, over the past few years, has maintained an available balance of Carry-Over funding specifically allocated to Recharge Projects.

The Carry-Over funding for Recharge Improvement Projects as of April 30, 2021 is as follows:

RMPU Amendment (TO #1)	\$ 56,794.57	O	7690.15	FY 2016/17	PROJ
East Declez Basin (TO #1)	\$ 1,171.33	P	7690.16	FY 2016/17	PROJ
GWR SCADA Upgrades (TO #4)	\$ 7,025.00	Q	7690.61	FY 2014/15	PROJ
GWR SCADA Upgrades (TO #4)	\$ 38,675.00	Q	7690.61	FY 2015/16	PROJ
GWR SCADA Upgrades (TO #4)	\$ 58,510.50	Q	7690.61	FY 2019/20	PROJ
Upper Santa Ana River HCP (TO #7)	\$ 15,062.88	R	7690.7	FY 2014/15	PROJ
Upper Santa Ana River HCP (TO #7)	\$ 5,000.00	R	7690.7	FY 2015/16	PROJ
Lower Day Basin RMPU (TO #2)	\$ 238,646.90	S	7690.8	FY 2016/17	PROJ
Funds on Hold for Projects - Form T-18-07-01	\$ 1,272,406.02	T	7690.9	FY 2017/18	PROJ
Updated Balance as of April 30, 2021	\$ 1,693,292.20				

According to IEUA, the following projects have been completed and the remaining monies could be refunded:

- RMPU Amendment (TO #1) account number 7690.15: \$56,794.57
- East Declez Basin (TO #1) account number 7690.16: \$1,171.33
- GWR SCADA Upgrades (TO #4) account number 7690.61: \$104,210.50

The Funds on Hold for Projects - Form T-18-07-01 account number 7690.9 has a balance available of \$1,272,406.02. During the month of September 2018, a Budget Transfer Form T-18-07-01 was approved which reallocated \$2,377,205.84 of funding between three project accounts. The majority of the \$2,377,205.84 transfer was from the San Sevaine Recharge Project (TO #8) (7690.4) in the amount of \$2,299,090.18 and the remaining \$78,115.66 coming from Wineville Basin Proof of Concept (TO #6) (7209.2); Jurupa Pumping Station (TO #5) (7209.1); Hickory Basin Recharge Improvement Project (7690.3); and the CB20 Turnout Noise Abatement/Mitigation Project (7690.5). The funding of \$2,299,090.18 became available because IEUA obtained SRF funding and grants for the San Sevaine project, while the amount of \$78,115.66 was for completed projects with remaining funding balances available. The amount of \$2,377,205.84 was reallocated between two active Recharge Improvement Projects which needed additional funding due to budget shortfalls, and one new account created (7690.9) as a holding account for redistribution of available funding as follows: The Lower Day Basin Project (TO #2) (7690.8) for \$414,540.85; the 2013 RMPU Projects (7690.15) for \$690,258.97; and Funds on Hold or Projects (7690.9) for \$1,272,406.02 (\$414,540.85 + \$690,258.97 + \$1,272,406.02 = \$2,377,205.84).

Currently, the San Sevaine Basin Project is addressing minor installation issues with the electrical wiring and pumps as initially designed and constructed. Further efforts to modify to the pumps’ electrical wiring layout are necessary to address safety and access concerns from IEUA’s Operations and Maintenance staff. The modifications are projected to be less than \$50,000. IEUA recommends \$150,000 to be

temporarily held aside to address potential issues while IEUA/Watermaster monitors the operation of the new pumps for another one-year period. Since the project was completed under budget by \$224,000, IEUA recommends maintaining a balance of \$200,000 in account 7690.9, allowing for \$1,072,406.02 to be refunded under account number 7690.9.

The total amount available for refunding to the AP is \$1,234,582.42 ($\$56,794.57 + \$1,171.33 + \$104,210.50 + \$1,072,406.02 = \$1,234,582.42$).

DISCUSSION

During the May 13, 2021 Appropriative Pool Committee meeting, Mr. Scott Burton (City of Ontario) requested Watermaster staff bring forward a recommendation for possible action by the Pool with regards to refunding available funds within the "Carry-Over" accounts.

Attachment 1 details the calculation for Refund of Recharge Improvement Project "Carry-Over" Funding based upon the Operating Safe Yield (OSY) formula of the base year in which the original amounts were invoiced. The Assessment Package details the following amounts invoiced by year:

FY 2014/15 (Production FY 2013/14): \$1,291,000
FY 2015/16 (Production FY 2014/15): \$1,858,900
FY 2016/17 (Production FY 2015/16): \$2,869,600
FY 2017/18 (Production FY 2016/17): \$2,839,000
FY 2018/19 (Production FY 2017/18): \$0.00
FY 2019/20 (Production FY 2018/19): \$0.00
FY 2020/21 (Production FY 2019/20): \$0.00

At the June 10, 2021 AP meeting, Watermaster staff requested direction from the AP as to how to proceed with the request to refund Recharge Improvement Project funds in the amount of \$1,234,582.42.

Options on how to handle the funds included:

- Watermaster could refund some or all of the amount available to the AP when the FY 2021/22 Assessment Package is approved and invoiced in November 2021.
- Watermaster could issue refund checks for some or all of the amount available back to the AP earlier than the November 2021 timeframe.
- Watermaster could allocate some or all of the funding to pay the debt service payment with IEUA which will come due on July 1, 2021. This would lower the 2021/22 Assessment total by the amount of the debt service payment.
- Watermaster could leave the full balance of \$1,234,582.42 on hold for future project(s) use.

The AP requested that Watermaster refund the amount of \$1,234,582.42 when the FY 2021/22 Assessment Package is approved and invoiced in November 2021.

Since the money is being held in trust by the Watermaster, Advisory Committee approval was required to move forward with the AP's direction. The amount of \$1,234,582.42 will be refunded to the AP during the FY 2021/22 Assessment process in November 2021.

ATTACHMENTS

1. Calculation for Refund of Recharge Improvement Projects "Carry-Over" Funding

REFUND OF PRIOR ASSESSED RECHARGE IMPROVEMENT PROJECT FUNDS

Company	Assessment Information By FY				Refund Amount	Refund Amount	Refund Amount	Refund Amount	Total Refund
	2014	2015	2016	2017					
	PY 2013/14	PY 2014/15	PY 2015/16	PY 2016/17					
	AY 2014/15	AY 2015/16	AY 2016/17	AY 2017/18					
					\$ 1,072,406.02	\$ 56,794.57	\$ 1,171.33	\$ 104,210.50	\$ 1,234,582.42
Arrowhead Mtn Spring Water Co	0.000%	0.000%	0.000%	0.000%	\$ -	\$ -	\$ -	\$ -	\$ -
CalMat Co. (Appropriative)					\$ -	\$ -	\$ -	\$ -	\$ -
Chino Hills, City Of	3.851%	3.851%	3.851%	3.851%	\$ 41,298.36	\$ 2,187.16	\$ 45.11	\$ 4,013.15	\$ 47,543.77
Chino, City Of	7.357%	7.357%	7.357%	7.357%	\$ 78,896.91	\$ 4,178.38	\$ 86.17	\$ 7,666.77	\$ 90,828.23
Cucamonga Valley Water District	6.601%	6.601%	6.601%	6.601%	\$ 70,789.52	\$ 3,749.01	\$ 77.32	\$ 6,878.94	\$ 81,494.79
Desalter Authority	0.000%	0.000%	0.000%	0.000%	\$ -	\$ -	\$ -	\$ -	\$ -
Fontana Union Water Company	11.657%	11.657%	11.657%	11.657%	\$ 125,010.37	\$ 6,620.54	\$ 136.54	\$ 12,147.82	\$ 143,915.27
Fontana Water Company	0.002%	0.002%	0.002%	0.002%	\$ 21.45	\$ 1.14	\$ 0.02	\$ 2.08	\$ 24.69
Fontana, City Of	0.000%	0.000%	0.000%	0.000%	\$ -	\$ -	\$ -	\$ -	\$ -
Golden State Water Company	0.750%	0.750%	0.750%	0.750%	\$ 8,043.05	\$ 425.96	\$ 8.78	\$ 781.58	\$ 9,259.37
Jurupa Community Services District	3.759%	3.759%	3.759%	3.759%	\$ 40,311.74	\$ 2,134.91	\$ 44.03	\$ 3,917.27	\$ 46,407.95
Marygold Mutual Water Company	1.195%	1.195%	1.195%	1.195%	\$ 12,815.25	\$ 678.70	\$ 14.00	\$ 1,245.32	\$ 14,753.26
Metropolitan Water District	0.000%	0.000%	0.000%	0.000%	\$ -	\$ -	\$ -	\$ -	\$ -
Monte Vista Irrigation Company	1.234%	1.234%	1.234%	1.234%	\$ 13,233.49	\$ 700.84	\$ 14.45	\$ 1,285.96	\$ 15,234.75
Monte Vista Water District	8.797%	8.797%	8.797%	8.797%	\$ 94,339.56	\$ 4,996.22	\$ 103.04	\$ 9,167.40	\$ 108,606.22
NCL Co, LLC					\$ -	\$ -	\$ -	\$ -	\$ -
Niagara Bottling, LLC	0.000%	0.000%	0.000%	0.000%	\$ -	\$ -	\$ -	\$ -	\$ -
Nicholson Family Trust	0.007%	0.007%	0.007%	0.007%	\$ 75.07	\$ 3.98	\$ 0.08	\$ 7.29	\$ 86.42
Norco, City Of	0.368%	0.368%	0.368%	0.368%	\$ 3,946.45	\$ 209.00	\$ 4.31	\$ 383.49	\$ 4,543.26
Ontario, City Of	20.742%	20.742%	20.742%	20.742%	\$ 222,438.46	\$ 11,780.33	\$ 242.96	\$ 21,615.34	\$ 256,077.09
Pomona, City Of	20.454%	20.454%	20.454%	20.454%	\$ 219,349.93	\$ 11,616.76	\$ 239.58	\$ 21,315.22	\$ 252,521.49
San Antonio Water Company	2.748%	2.748%	2.748%	2.748%	\$ 29,469.72	\$ 1,560.71	\$ 32.19	\$ 2,863.70	\$ 33,926.32
San Bernardino, County of (Shooting Park)	0.000%	0.000%	0.000%	0.000%	\$ -	\$ -	\$ -	\$ -	\$ -
Santa Ana River Water Company	2.373%	2.373%	2.373%	2.373%	\$ 25,448.19	\$ 1,347.74	\$ 27.80	\$ 2,472.92	\$ 29,296.64
Upland, City Of	5.202%	5.202%	5.202%	5.202%	\$ 55,786.56	\$ 2,954.45	\$ 60.93	\$ 5,421.03	\$ 64,222.98
West End Consolidated Water Co	1.728%	1.728%	1.728%	1.728%	\$ 18,531.18	\$ 981.41	\$ 20.24	\$ 1,800.76	\$ 21,333.58
West Valley Water District	1.175%	1.175%	1.175%	1.175%	\$ 12,600.77	\$ 667.34	\$ 13.76	\$ 1,224.47	\$ 14,506.34
	100.000%	100.000%	100.000%	100.000%	\$ 1,072,406.02	\$ 56,794.57	\$ 1,171.33	\$ 104,210.50	\$ 1,234,582.42
					7690.9	7690.15	7690.16	7690.61	

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

G. PROFESSIONAL SERVICES AGREEMENT 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 24, 2021

TO: Board Members

SUBJECT: Professional Services Agreement Between Rauch Communication Consultants, Inc. and Chino Basin Watermaster (Consent Calendar Item I.G.)

SUMMARY:

Issue: Watermaster seeks to enter into a contract with Rauch Communication Consultants, Inc. to aid in the creation of the 44th Annual Report (Fiscal Year 2020/21). 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: The contract expenses of \$21,595 are funded within the FY 2021/22 budget under account number 6061.3, which was approved by the Board on May 27, 2021.

Future Consideration

Watermaster Board – June 24, 2021: Approve and authorize the General Manager to execute the contract on behalf of Watermaster [Normal Course of Business]

ACTIONS:

Watermaster Board – June 24, 2021:

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 year's 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 consulting hours related to the 44th Annual Report are shown in the Scope of Work (Addendum A) – (Attachment 2). All costs for the 44th Annual Report are included in the approved Fiscal Year 2021/22 budget.

ATTACHMENTS

1. Professional Public Outreach 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 Rauch Communication Consultants, Inc. (“Consultant”), located at 936 Old Orchard Road, Campbell, California 95008, effective as of the 24th day of June, 2021 (the “Effective Date”).

1. Term of Agreement. This Agreement will terminate June 30, 2022 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 on a time and materials basis, with a total cost not to exceed \$21,595.00 over the Term of the Agreement (“Costs”). Current rates are as shown in Addendum A.
 - 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 (including professional liability insurance), fees and costs for business and professional licenses and credentialing, 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 or Costs.
 - 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. Watermaster also reserves the right to withhold payment upon termination of this Agreement in the event Consultant fails to comply with any post-termination obligations and/or breaches this Agreement in any material respect, as determined by Watermaster.

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 Services, except as expressly set forth herein. Consultant is responsible for obtaining any business permits or licenses required to enable it to operate as an independent contractor and perform the Services. All Services are to be performed solely at the risk of Consultant, and Consultant agrees to take all precautions necessary for the proper performance of the Services. 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, assign performance of the Services to any individual(s), , or assign any former employee or contractor of Watermaster to perform the Services, unless, in either case, Watermaster has provided its prior express written approval.
- 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, expense reimbursement, health, dental, vision, life or disability insurance, paid holidays, paid sick leave, vacation or other paid time off, pension or 401(k) plans, educational assistance, continuing education 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, and Watermaster may offset any amounts due and owing to Consultant by any amounts it has paid to any such agents of Consultant.
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 or with any shorter notice period upon which the Parties may agree. 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 (or such lesser number of months as this Agreement has been in effect) 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, including failure to perform the Services in a satisfactory manner, breach of any other agreement between the Parties, or violation of 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; (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; (vi) failure or refusal of Consultant or its agents to submit to legally-permissible drug screening, testing and/or medical examinations; (vii) the professional license(s), and/or qualifications of Consultant and/or its agents deemed necessary by Watermaster to perform the Services are not maintained or renewed, or are revoked or suspended by an authorized regulatory agency, or an investigation that could have an adverse impact on Watermaster is commenced with respect to Consultant and/or its agents by a regulatory agency; or (viii) any other willful or substantial misconduct, deficiency, failure of performance, breach of default by Consultant or its agents, including failing to provide Services for any reason on multiple occasions when requested by Watermaster. 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; Time of the Essence. Consultant understands that time is of the essence with respect to the performance of the Services.

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 and its agents 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, immigration law and work authorization requirements, tax and withholding obligations, 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 all applicable policies and guidelines of third-party payors. Consultant will be responsible for providing, at Consultant's expense and in Consultant's name, all licenses and permits usual or necessary for conducting the Services. Consultant and its agents 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 and its agents also will 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. Qualifications. Consultant and its agents understand that Watermaster may elect to conduct background screening, and drug screening with respect to Consultant and/or its agents, and that satisfactory completion of the same is a material condition of this Agreement. In addition, during the Term, Consultant will continuously maintain in good standing the qualifications set forth on Addendum A and will cause its agents to do the same. Consultant and its agents must keep all licensure/certification records fully up to date with Watermaster, including promptly reporting to Watermaster any revocation, suspensions, restrictions, censures or investigations.
- d. 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, as more particularly set forth on Addendum C, as well as any applicable Business Associates Agreement. To the extent Watermaster equipment, devices, systems and/or accounts are used, Consultant will take all reasonable steps to ensure the security of data on or in such equipment, devices, systems and accounts, including using encryption where appropriate and/or required by applicable law.

- e. Insurance. The Watermaster will not procure liability or other insurance on behalf of Consultant or its agents, **except that** the Watermaster may procure professional liability insurance coverage on its own behalf with respect to Consultant's performance of the Services. Consultant and its agents will assist Watermaster in procuring any such insurance 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.
- f. Non-Contravention; No Improper Use of Materials. Consultant represents and warrants that it has all right, power, authority and capacity and is free to enter into this Agreement. Consultant further represents that, by entering into this Agreement, neither Consultant nor its agents will violate or interfere with the rights of any other person or entity. Consultant represents and warrants that neither it nor its agents are subject to any contract, restrictive covenants, non-compete obligations, understandings or other commitments of any kind that will or might prevent, interfere with or impair Consultant's acceptance of this Agreement and/or the performance of the Services. Consultant confirms that it has identified on Addendum B any and all restrictions to which Consultant and its agents who will perform the Services are subject (including but not limited to restrictive covenants and non-compete obligations) in order to allow the Watermaster the opportunity to assess any such restrictions and their potential impact on Watermaster and the performance of the Services. Neither Consultant nor its agents will enter into any agreements inconsistent with this Agreement. Consultant further certifies that neither it nor its agents will utilize or disclose any confidential, trade secret or proprietary information of any prior employer or other individual or entity in connection with this Agreement or the performance of the Services, and they will not bring any such information onto Watermaster's premises or introduce such information onto Watermaster's equipment or systems.

- g. No Conflict of Interest. Consultant confirms that its and its agents undertaking the Services will not pose any actual or present any perceived conflict of interest. Consultant agrees that neither it nor its agents will, during the Term, directly or indirectly, either on their own or for or on behalf of any other individual or entity, perform any services for, sponsor, promote or enter into any employment or engagement that poses an actual conflict, or that may pose a perceived conflict, with Watermaster's business without the Watermaster's prior written approval. For purposes of this Agreement, the "Watermaster's Business" is to administer and enforce provisions of the 1978 Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program.
- h. 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, products, services, 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. Nothing in this Section is intended to preclude Consultant or its agents from providing truthful testimony in response to valid legal process or otherwise truthfully cooperating with or reporting to governmental agencies.
- i. Non-Solicitation. Because of the nature of the Confidential Information (as defined below) to which Consultant and its agents will have access in the course of performing the Services, Consultant agrees that neither it nor its agents will, during the Term and for a period of twelve (12) months after the termination of this Agreement for any reason (the "Restricted Period"), in any manner whatsoever, directly or indirectly, communicate with any clients or prospective clients of the Watermaster with whom Consultant had contact, or about which Consultant learned Confidential Information, during the Term of this Agreement and/or in the course of performing the Services, for the purpose of soliciting from any such clients or prospective clients business of a nature that is similar to the Watermaster's Business. Consultant further agrees that neither it nor its agents will, during the Restricted Period, directly or indirectly attempt to induce any then-current employee, contractor or agent to terminate or otherwise diminish its, his or her relationship with the Watermaster or perform services for an individual or entity competing with the Watermaster's Business.
- j. Confidential Information. In connection with the performance of the Services, Consultant and its agents will have access to 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 the Confidential Information made available to it and its agents will be used solely for the purpose of performing the Services and will be kept strictly confidential by Consultant and its agents. 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. In addition, without Watermaster's prior written consent, Consultant will not modify, disassemble, reverse engineer or decompile any Confidential Information, or copy, retransmit or otherwise reproduce for, or distribute to third parties any Confidential Information. Nothing contained in this Agreement will require Watermaster to transmit any Confidential Information to Consultant, or be construed as granting any license or any other rights with respect to Watermaster's proprietary rights or Confidential Information.
- 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.

- k. 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. All of the foregoing will be at the sole expense of Consultant. No failure of Watermaster to enforce the disposition of materials under this Section, or to enforce it fully or promptly, will constitute, or be interpreted or construed as, a waiver of any right of Watermaster under this Agreement, nor will it affect in any way the characterization of any material as Confidential Information or give Consultant any rights or license as to any such Confidential Information of Watermaster, whether by implication, estoppel, act of law, or any other theory or reason.
- l. 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. Consultant agrees to promptly advise Watermaster if it learns or suspects that current or former employees, agents or contractors of Watermaster have violated or intend to violate their legal or contractual obligations to the Watermaster including misuse of Confidential Information.

- m. Reasonable Restrictions. Consultant and its agents acknowledge and agree that the requirements set forth in this Section are reasonable in time and scope, and do not unduly burden Consultant and/or its agents.
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; misclassification or failure to make withholdings or is otherwise liable for obligations owed by Consultant to its agents (including under California Labor Code Section 2810.3 if and to the extent applicable); (ii) any claim, demand or charge based upon acts or omissions of Consultant or its agents in relation to the Services (including failure to maintain appropriate credentials or insurance); (iii) any claim for negligence or misconduct or malpractice 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, (including breach of this Agreement), 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 Consultant's remedy, if any, for any breach of this Agreement, will be solely in damages, and Consultant may look solely to Watermaster for recovery of such damages. Consultant waives and relinquishes any right Consultant may otherwise have to obtain injunctive or equitable relief against Watermaster and any third party with respect to any dispute arising under this Agreement. Notwithstanding anything to the contrary in this Agreement, 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. Unless otherwise agreed by the Parties, all services performed by Consultant for Watermaster during the Term of this Agreement, whether or not set forth in Addendum A, will be governed by this Agreement.
- 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 delay or omission by Watermaster in exercising any right under this Agreement will operate as a waiver of that or any

other right. 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, covenant, paragraph or condition of this Agreement is held to be invalid, illegal, or unenforceable by any court or arbitrator of competent jurisdiction, as to such jurisdiction that provision 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, and the remaining provisions of this Agreement will be construed to preserve to the maximum permissible extent the intent of the Parties and the purpose of this Agreement.
- g. Notices. All notices, demands, 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:

Rauch Communication Consultants LLC
Attn: Martin Rauch
936 Old Orchard Road
Campbell, CA 95008
Email: martin@rauchcc.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 in 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, subcontractors,

agents, owners 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 (as defined above), Watermaster will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond or other security, without prejudice to any other rights and remedies that the Watermaster may have for a breach of this Agreement, and Consultant and its agents waive the claim or defense that the Watermaster has an adequate remedy at law.
- l. Authority; Counterparts. Each Party represents and warrants that it has full power and authority to enter into this Agreement. This Agreement may be executed in separate counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same instrument. A facsimile, DocuSigned or emailed signature will have the same force and effect as an original signature.

Rauch Communication Consultants LLC
Chino Basin Watermaster

By: _____
Martin Rauch

By: _____
Peter Kavounas

Its: President

Its: General Manager

DRAFT

ADDENDUM A:
SCOPE OF WORK

Martin Rauch and such other individuals as may be designated from time to time (“Service Providers”) with the approval of Watermaster, and with Watermaster having sole and absolute discretion to request removal of any such Service Provider to fulfill the Services described herein.

DRAFT

ADDENDUM B: DISCLOSURE OF RESTRICTIVE COVENANTS

Consultant hereby discloses all restrictions to which Consultant and/or its agents who may be performing the Services are or may be subject, including but not limited to restrictive covenants and non-compete obligations, in order to allow Watermaster the opportunity to assess any such restrictions and their potential impact on Watermaster and/or the performance of the Services. Consultant understands that such restrictions may be included in, among other things, confidentiality agreements, consulting agreements, employment agreements, separation agreements, employee handbooks, option agreements, and other types of documents. Consultant agrees to provide copies of the applicable restrictive covenants promptly upon request. Consultant further agrees to update this Disclosure promptly upon any changes to the information provided.

Check one:

- Neither Consultant nor its agents are subject to any restrictive covenants or non-compete provisions that may impact the performance of the Services.

- Consultant and/or its agents are subject to the following restrictive covenants or non-compete provisions that may impact the performance of the Services:

ADDENDUM C:
POLICIES APPLICABLE TO CONTRACTORS

DRAFT



rauch communication
consultants inc.

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 15, 2021 **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 44th Annual Report. It includes a detailed description of the work, as well as breakdown of costs by category and hours per person.

The Annual Report development process that has been implemented in the last couple of years has worked smoothly and effectively. We propose to continue the same process as outlined 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, 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 word until we have a solid draft and then develop an initial version in the design software (at the same point in the editing process as last year) to establish what fits, photo needs, the colors and look of the document. Finally, and late in the process, 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 proofreader 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 43rd Annual Report, which includes all approved edits and

formatting. These files will be located on the secure password protected RCC server Egnyte ready to be used as a clean starting point for the 44th Annual Report. RCC will provide all team members login and edit capabilities at the beginning of the program.

Late in the program, CBWM will advise RCC when all appendix files have been updated. 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 proof, 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. CBWM will submit the list of members late in the program. RCC will review the list and suggest possible edits, then CBWM will 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 21,595.00.

COST ESTIMATE DETAILS

44th Annual Report Proposal	Senior Consultant	Graphic Design	Writing, Research	Admin. + Production	Subtotal
	\$175	\$105	\$70	\$70	
Hours	8	0	20	0	28
Step 1. Research and coordination	\$1,400	\$0	\$1,400	\$0	\$2,800
Hours	40	0	18	4	62
Step 2. Outline, write, edit, proof document	\$7,000	\$0	\$1,260	\$280	\$8,540
Hours	6	50	0	2	58
Step 3. Graphic design, select and choose photos, frame appendices	\$1,050	\$5,250	\$0	\$140	\$6,440
Hours	6	15	7	10	38
Step 4. Review, comment and insert appendices with consistent formatting	\$1,050	\$1,575	\$490	\$700	\$3,815
TOTAL	\$10,500	\$6,825	\$3,150	\$1,120	\$21,595

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 project administrator, 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,

A handwritten signature in black ink, appearing to read "Martin Rauch". The signature is fluid and cursive, with a prominent initial "M" and "R".

Martin Rauch, Principal Consultant
Rauch Communication Consultants, Inc.

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

H. 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 24, 2021

TO: Board Members

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

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 2021/22 budget (which includes account number 6052.2 in the amount of \$48,000) was approved by the Board on May 27, 2021. The contract expenses of \$46,200 have been funded within the FY 2021/22 budget.

Future Consideration

Watermaster Board – June 24, 2021: Approve and authorize the General Manager to execute the contract on behalf of Watermaster [Normal Course of Business]

ACTIONS:

Watermaster Board – June 24, 2021:

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 2021/22, 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

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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, 2021 to June 30, 2022 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 2021/22 ongoing services have been included in the approved FY 2021/22 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 24th day of June, 2021 (the “Effective Date”).

1. Term of Agreement. This Agreement will terminate June 30, 2022 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 (including professional liability insurance), fees and costs for business and professional licenses and credentialing, 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 or Costs.
 - 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. Watermaster also reserves the right to withhold payment upon termination of this Agreement in the event Consultant fails to comply with any post-termination obligations and/or breaches this Agreement in any material respect, as determined by Watermaster.

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 Services, except as expressly set forth herein. Consultant is responsible for obtaining any business permits or licenses required to enable it to operate as an independent contractor and perform the Services. All Services are to be performed solely at the risk of Consultant, and Consultant agrees to take all precautions necessary for the proper performance of the Services. 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, assign performance of the Services to any individual(s), , or assign any former employee or contractor of Watermaster to perform the Services, unless, in either case, Watermaster has provided its prior express written approval.
- 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, expense reimbursement, health, dental, vision, life or disability insurance, paid holidays, paid sick leave, vacation or other paid time off, pension or 401(k) plans, educational assistance, continuing education 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, and Watermaster may offset any amounts due and owing to Consultant by any amounts it has paid to any such agents of Consultant.
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 or with any shorter notice period upon which the Parties may agree. 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 (or such lesser number of months as this Agreement has been in effect) 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, including failure to perform the Services in a satisfactory manner, breach of any other agreement between the Parties, or violation of 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; (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; (vi) failure or refusal of Consultant or its agents to submit to legally-permissible drug screening, testing and/or medical examinations; (vii) the professional license(s), and/or qualifications of Consultant and/or its agents deemed necessary by Watermaster to perform the Services are not maintained or renewed, or are revoked or suspended by an authorized regulatory agency, or an investigation that could have an adverse impact on Watermaster is commenced with respect to Consultant and/or its agents by a regulatory agency; or (viii) any other willful or substantial misconduct, deficiency, failure of performance, breach of default by Consultant or its agents, including failing to provide Services for any reason on multiple occasions when requested by Watermaster. 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; Time of the Essence. Consultant understands that time is of the essence with respect to the performance of the Services.

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 and its agents 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, immigration law and work authorization requirements, tax and withholding obligations, 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 all applicable policies and guidelines of third-party payors. Consultant will be responsible for providing, at Consultant's expense and in Consultant's name, all licenses and permits usual or necessary for conducting the Services. Consultant and its agents 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 and its agents also will 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. Qualifications. Consultant and its agents understand that Watermaster may elect to conduct background screening, and drug screening with respect to Consultant and/or its agents, and that satisfactory completion of the same is a material condition of this Agreement. In addition, during the Term, Consultant will continuously maintain in good standing the qualifications set forth on Addendum A and will cause its agents to do the same. Consultant and its agents must keep all licensure/certification records fully up to date with Watermaster, including promptly reporting to Watermaster any revocation, suspensions, restrictions, censures or investigations.
- d. 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, as more particularly set forth on Addendum C, as well as any applicable Business Associates Agreement. To the extent Watermaster equipment, devices, systems and/or accounts are used, Consultant will take all reasonable steps to ensure the security of data on or in such equipment, devices, systems and accounts, including using encryption where appropriate and/or required by applicable law.

- e. Insurance. The Watermaster will not procure liability or other insurance on behalf of Consultant or its agents, **except that** the Watermaster may procure professional liability insurance coverage on its own behalf with respect to Consultant's performance of the Services. Consultant and its agents will assist Watermaster in procuring any such insurance 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.
- f. Non-Contravention; No Improper Use of Materials. Consultant represents and warrants that it has all right, power, authority and capacity and is free to enter into this Agreement. Consultant further represents that, by entering into this Agreement, neither Consultant nor its agents will violate or interfere with the rights of any other person or entity. Consultant represents and warrants that neither it nor its agents are subject to any contract, restrictive covenants, non-compete obligations, understandings or other commitments of any kind that will or might prevent, interfere with or impair Consultant's acceptance of this Agreement and/or the performance of the Services. Consultant confirms that it has identified on Addendum B any and all restrictions to which Consultant and its agents who will perform the Services are subject (including but not limited to restrictive covenants and non-compete obligations) in order to allow the Watermaster the opportunity to assess any such restrictions and their potential impact on Watermaster and the performance of the Services. Neither Consultant nor its agents will enter into any agreements inconsistent with this Agreement. Consultant further certifies that neither it nor its agents will utilize or disclose any confidential, trade secret or proprietary information of any prior employer or other individual or entity in connection with this Agreement or the performance of the Services, and they will not bring any such information onto Watermaster's premises or introduce such information onto Watermaster's equipment or systems.

- g. No Conflict of Interest. Consultant confirms that its and its agents undertaking the Services will not pose any actual or present any perceived conflict of interest. Consultant agrees that neither it nor its agents will, during the Term, directly or indirectly, either on their own or for or on behalf of any other individual or entity, perform any services for, sponsor, promote or enter into any employment or engagement that poses an actual conflict, or that may pose a perceived conflict, with Watermaster's business without the Watermaster's prior written approval. For purposes of this Agreement, the "Watermaster's Business" is to administer and enforce provisions of the 1978 Judgment and subsequent orders of the Court, and to develop and implement an Optimum Basin Management Program.
- h. 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, products, services, 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. Nothing in this Section is intended to preclude Consultant or its agents from providing truthful testimony in response to valid legal process or otherwise truthfully cooperating with or reporting to governmental agencies.
- i. Non-Solicitation. Because of the nature of the Confidential Information (as defined below) to which Consultant and its agents will have access in the course of performing the Services, Consultant agrees that neither it nor its agents will, during the Term and for a period of twelve (12) months after the termination of this Agreement for any reason (the "Restricted Period"), in any manner whatsoever, directly or indirectly, communicate with any clients or prospective clients of the Watermaster with whom Consultant had contact, or about which Consultant learned Confidential Information, during the Term of this Agreement and/or in the course of performing the Services, for the purpose of soliciting from any such clients or prospective clients business of a nature that is similar to the Watermaster's Business. Consultant further agrees that neither it nor its agents will, during the Restricted Period, directly or indirectly attempt to induce any then-current employee, contractor or agent to terminate or otherwise diminish its, his or her relationship with the Watermaster or perform services for an individual or entity competing with the Watermaster's Business.
- j. Confidential Information. In connection with the performance of the Services, Consultant and its agents will have access to 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 the Confidential Information made available to it and its agents will be used solely for the purpose of performing the Services and will be kept strictly confidential by Consultant and its agents. 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. In addition, without Watermaster's prior written consent, Consultant will not modify, disassemble, reverse engineer or decompile any Confidential Information, or copy, retransmit or otherwise reproduce for, or distribute to third parties any Confidential Information. Nothing contained in this Agreement will require Watermaster to transmit any Confidential Information to Consultant, or be construed as granting any license or any other rights with respect to Watermaster's proprietary rights or Confidential Information.
- 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.

- k. 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. All of the foregoing will be at the sole expense of Consultant. No failure of Watermaster to enforce the disposition of materials under this Section, or to enforce it fully or promptly, will constitute, or be interpreted or construed as, a waiver of any right of Watermaster under this Agreement, nor will it affect in any way the characterization of any material as Confidential Information or give Consultant any rights or license as to any such Confidential Information of Watermaster, whether by implication, estoppel, act of law, or any other theory or reason.
- l. 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. Consultant agrees to promptly advise Watermaster if it learns or suspects that current or former employees, agents or contractors of Watermaster have violated or intend to violate their legal or contractual obligations to the Watermaster including misuse of Confidential Information.

- m. Reasonable Restrictions. Consultant and its agents acknowledge and agree that the requirements set forth in this Section are reasonable in time and scope, and do not unduly burden Consultant and/or its agents.
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; misclassification or failure to make withholdings or is otherwise liable for obligations owed by Consultant to its agents (including under California Labor Code Section 2810.3 if and to the extent applicable); (ii) any claim, demand or charge based upon acts or omissions of Consultant or its agents in relation to the Services (including failure to maintain appropriate credentials or insurance); (iii) any claim for negligence or misconduct or malpractice 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, (including breach of this Agreement), 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 Consultant's remedy, if any, for any breach of this Agreement, will be solely in damages, and Consultant may look solely to Watermaster for recovery of such damages. Consultant waives and relinquishes any right Consultant may otherwise have to obtain injunctive or equitable relief against Watermaster and any third party with respect to any dispute arising under this Agreement. Notwithstanding anything to the contrary in this Agreement, 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. Unless otherwise agreed by the Parties, all services performed by Consultant for Watermaster during the Term of this Agreement, whether or not set forth in Addendum A, will be governed by this Agreement.
- 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 delay or omission by Watermaster in exercising any right under this Agreement will operate as a waiver of that or any

other right. 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, covenant, paragraph or condition of this Agreement is held to be invalid, illegal, or unenforceable by any court or arbitrator of competent jurisdiction, as to such jurisdiction that provision 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, and the remaining provisions of this Agreement will be construed to preserve to the maximum permissible extent the intent of the Parties and the purpose of this Agreement.
- g. Notices. All notices, demands, 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 in 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, subcontractors,

agents, owners 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 (as defined above), Watermaster will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond or other security, without prejudice to any other rights and remedies that the Watermaster may have for a breach of this Agreement, and Consultant and its agents waive the claim or defense that the Watermaster has an adequate remedy at law.
- l. Authority; Counterparts. Each Party represents and warrants that it has full power and authority to enter into this Agreement. This Agreement may be executed in separate counterparts, each of which will be deemed an original, and both of which taken together will constitute one and the same instrument. A facsimile, DocuSigned or emailed signature will have the same force and effect as an original signature.

Applied Computer Technologies

Chino Basin Watermaster

By: _____
Susan M. Knowlton

By: _____
Peter Kavounas

Its: President

Its: General Manager

ADDENDUM A:
SCOPE OF WORK

Susan M. Knowlton and such other individuals as may be designated from time to time (“Service Providers”) with the approval of Watermaster, and with Watermaster having sole and absolute discretion to request removal of any such Service Provider to fulfill the Services described herein.

DRAFT

ADDENDUM B: DISCLOSURE OF RESTRICTIVE COVENANTS

Consultant hereby discloses all restrictions to which Consultant and/or its agents who may be performing the Services are or may be subject, including but not limited to restrictive covenants and non-compete obligations, in order to allow Watermaster the opportunity to assess any such restrictions and their potential impact on Watermaster and/or the performance of the Services. Consultant understands that such restrictions may be included in, among other things, confidentiality agreements, consulting agreements, employment agreements, separation agreements, employee handbooks, option agreements, and other types of documents. Consultant agrees to provide copies of the applicable restrictive covenants promptly upon request. Consultant further agrees to update this Disclosure promptly upon any changes to the information provided.

Check one:

- Neither Consultant nor its agents are subject to any restrictive covenants or non-compete provisions that may impact the performance of the Services.
- Consultant and/or its agents are subject to the following restrictive covenants or non-compete provisions that may impact the performance of the Services:

ADDENDUM C:
POLICIES APPLICABLE TO CONTRACTORS

DRAFT

Applied Computer Technologies

BUSINESS SOLUTIONS PROVIDER

June 1, 2021

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, 2021 to June 30, 2022

Dear Mr. Joswiak,

I am pleased to offer continuing software development and database administrator services for Chino Basin Watermaster for the 2021-2022 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
- I. FISCAL YEAR 2021/22 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 24, 2021

TO: Board Members

SUBJECT: FY 2021/22 Pay Schedule (Consent Calendar I.I.)

SUMMARY:

Issue: A Pay Schedule for FY 2021/22 needs to be adopted.

Recommendation: Adopt the FY 2021/22 Pay Schedule.

Financial Impact: The salary costs according to the recommended Pay Schedule for the ten budgeted Watermaster positions are included in the FY 2021/22 Watermaster Budget of \$7,276,213. The Approved FY 2021/22 budget was adopted by the Watermaster Board on May 27, 2021.

Future Consideration

Watermaster Board – June 24, 2021: Adoption [Normal Course of Business]

ACTIONS:

Watermaster Board – June 24, 2021:

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 25, 2020, the Watermaster Board approved the FY 2020/21 Pay Schedule and it became effective on July 1, 2020. On November 19, 2020 a "Revised" Pay Schedule for FY 2020/21 was approved by the Watermaster Board. The revision date was November 4, 2020 and the effective date remained July 1, 2020. No other changes or adjustments to the "Revised" FY 2020/21 Pay Schedule have been approved by the Watermaster Board. The "Revised" FY 2020/21 Pay Schedule is posted on the Watermaster website using the following link:

<http://www.cbwm.org/docs/financdocs/paysched/20200701%20-%20CBWM-Pay%20Schedule-FY2020-2021-2pt%20CPI%20Increase-FINAL.pdf>

DISCUSSION

For FY 2021/22, the attached Pay Schedule was used to develop the Watermaster salary expense of \$1,352,013, an integral portion of the labor budget. The fiscal year salary budget of \$1,352,013 was developed with ten full time employees and currently Watermaster employs ten full time employees. Please note the labor budget for FY 2021/22 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 2021/22 Pay Schedule includes recommendations made by the Personnel Committee during the meetings held on November 4, 2020 and May 25, 2021. The FY 2021/22 Pay Schedule includes a 2.4% CPI increase (based upon January to January data). The process of using the CPI increase each year for salary increases has been consistent with the Personnel Committee policy for the last nine years.

Once adopted, the recommended FY 2021/22 Pay Schedule will supersede the previously adopted "Revised" FY 2020/21 Pay Schedule and will become effective on July 1, 2021. Chino Basin Watermaster will make the FY 2021/22 Pay Schedule publicly available by posting it to the Chino Basin Watermaster website www.cbwm.org under the Careers/Salary and Benefits section at the following link: http://www.cbwm.org/pages/careers/salary_and_benefits/

ATTACHMENT:

1. FY 2021/22 Draft Pay Schedule – Effective July 1, 2021

CHINO BASIN WATERMASTER		FY 2021/22							Effective Date: July 1, 2021						
PAY SCHEDULE									Approved by Board:						
Revision Date: March 23, 2021															
POSITION	TYPE								MONTHLY						
									LOW	MEDIAN				HIGH	
General Manager	1								\$19,613.84	\$20,594.53	\$21,624.26	\$22,705.47	\$23,840.74	\$25,032.78	\$26,666.67
Chief Financial Officer	1								\$12,250.45	\$12,862.97	\$13,506.12	\$14,181.42	\$14,890.49	\$15,635.02	\$16,416.77
		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	\$70.21	\$73.72	\$77.41	\$81.28	\$85.34	\$89.61	\$94.09	\$12,169.84	\$12,778.33	\$13,417.25	\$14,088.11	\$14,792.51	\$15,532.14	\$16,308.75
Sr. Environmental Engineer	2	\$52.95	\$55.60	\$58.38	\$61.30	\$64.36	\$67.58	\$70.96	\$9,177.85	\$9,636.75	\$10,118.58	\$10,624.51	\$11,155.74	\$11,713.53	\$12,299.20
Water Resources Technical Manager	3	\$53.49	\$56.17	\$58.98	\$61.93	\$65.02	\$68.27	\$71.69	\$9,272.26	\$9,735.88	\$10,222.67	\$10,733.80	\$11,270.49	\$11,834.02	\$12,425.72
Data Services and Judgment Reporting Manager	3	\$53.49	\$56.17	\$58.98	\$61.93	\$65.02	\$68.27	\$71.69	\$9,272.26	\$9,735.88	\$10,222.67	\$10,733.80	\$11,270.49	\$11,834.02	\$12,425.72
Water Resources Sr. Associate	3	\$41.15	\$43.21	\$45.37	\$47.64	\$50.02	\$52.52	\$55.14	\$7,132.51	\$7,489.14	\$7,863.60	\$8,256.78	\$8,669.62	\$9,103.10	\$9,558.25
Water Resources Associate	3	\$31.10	\$32.66	\$34.29	\$36.01	\$37.81	\$39.70	\$41.68	\$5,391.17	\$5,660.72	\$5,943.76	\$6,240.95	\$6,553.00	\$6,880.65	\$7,224.68
Sr. Field Operations Specialist	3	\$28.77	\$30.21	\$31.72	\$33.31	\$34.97	\$36.72	\$38.56	\$4,986.90	\$5,236.25	\$5,498.06	\$5,772.96	\$6,061.61	\$6,364.69	\$6,682.93
Field Operations Specialist	3	\$24.94	\$26.19	\$27.50	\$28.88	\$30.32	\$31.84	\$33.43	\$4,323.65	\$4,539.83	\$4,766.82	\$5,005.16	\$5,255.42	\$5,518.19	\$5,794.10
Executive Services Director / Board Clerk	3	\$52.02	\$54.62	\$57.35	\$60.22	\$63.23	\$66.39	\$69.71	\$9,016.98	\$9,467.82	\$9,941.22	\$10,438.28	\$10,960.19	\$11,508.20	\$12,083.61
Sr. Accountant	3	\$33.30	\$34.96	\$36.71	\$38.55	\$40.48	\$42.50	\$44.62	\$5,771.90	\$6,060.49	\$6,363.52	\$6,681.69	\$7,015.78	\$7,366.57	\$7,734.90
Accountant	3	\$27.75	\$29.14	\$30.59	\$32.12	\$33.73	\$35.42	\$37.19	\$4,809.92	\$5,050.42	\$5,302.94	\$5,568.08	\$5,846.49	\$6,138.81	\$6,445.75
Administrative Assistant	3	\$24.85	\$26.09	\$27.40	\$28.76	\$30.20	\$31.71	\$33.30	\$4,307.01	\$4,522.36	\$4,748.48	\$4,985.90	\$5,235.20	\$5,496.96	\$5,771.81
Office Specialist/Receptionist	3	\$20.72	\$21.76	\$22.84	\$23.99	\$25.19	\$26.45	\$27.77	\$3,591.58	\$3,771.16	\$3,959.72	\$4,157.71	\$4,365.59	\$4,583.87	\$4,813.07
Classifications:															
Type 1: Exempt - Executive Management															
Type 2: Exempt - Mid-Management/Supervisor															
Type 3: Non-Exempt (Operations)															
Type 3: Non-Exempt (Administration)															

CHINO BASIN WATERMASTER

II. BUSINESS ITEMS

A. 2020 ANNUAL REPORT OF THE PRADO BASIN HABITAT SUSTAINABILITY COMMITTEE



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 24, 2021
TO: Board Members
SUBJECT: 2020 Annual Report of the Prado Basin Habitat Sustainability Committee
(Business Item II.A.)

SUMMARY:

Issue: Pursuant to the monitoring and mitigation requirements of the Peace II Subsequent Environmental Impact Report, the Prado Basin Habitat Sustainability Committee must prepare an Annual Report. The Committee presents its 5th Annual Report for Water Year 2020.

Recommendation: Receive and file.

Financial Impact: No impact

Future Consideration

Watermaster Board: June 24, 2021: Receive and file [Within WM Duties and Powers]

ACTIONS:

Appropriative Pool: June 10, 2021: Unanimously recommended Advisory Committee to recommend the Watermaster Board to receive and file.

Non-Agricultural Pool: June 10, 2021: Unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem appropriate.

Agricultural Pool: June 10, 2021: Unanimously recommended Advisory Committee to recommend the Watermaster Board to receive and file.

Advisory Committee: June 17, 2021: Unanimously recommended the Board to receive and file.

Watermaster Board: June 24, 2021:

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.

This item was presented to the three Pool Committees and was unanimously recommended for Advisory Committee to recommend the Watermaster Board to receive and file. On June 17, 2021, the Advisory Committee unanimously recommended this item for the Board to receive and file.

DISCUSSION

The Annual Report for Water Year (WY) 2020 is the fifth 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, 2020, 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 2020 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 WY 2020 was published and distributed on May 5, 2021. Watermaster and IEUA presented the draft report to members of the PBHSC at a meeting on May 12, 2021. A four-week 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 2020 are:

- The quality of riparian habitat experienced varying levels of changes in the greenness of the vegetation extent across the Prado Basin from 2019 to 2020. Typically, the one-year NDVI changes were relatively minor and within the historical ranges of one-year NDVI variability. However, in the center of Mill Creek (MC-3 area), there was a notable decrease in green vegetation evident from the comparison of the 2019 and 2020 air photos, and in distinct patches along the SAR there were notable decreases in the vegetation evident from the comparison of the spatial NDVI from 2019 and 2020.
- Groundwater production has increased in the PBHSP study area by 6,000 afy from 2019 to 2020 mainly due to an increase in the CDA pumping.
- Since monitoring began in 2016 for the PBHSP, groundwater levels within the riparian habitat extent in the Prado Basin have shown some slight increasing and decreasing trends along the reaches of Chino Creek, Mill Creek, and SAR. Of note is a groundwater-level decline of about three feet at the PB-2 monitoring well near the upper reach of Mill Creek. There were also some lesser declines in groundwater levels in the central reach of Mill Creek, the southern reach of Chino Creek, and along the eastern reach of the SAR. Except for the groundwater levels changes at PB-2, the changes in groundwater levels over the last year are within the historical range of short-term and long-term variability. The Mann-Kendall test results for all the areas analyzed for NDVI indicate an increasing trend or no trend for the Peace II Agreement period. Hence, there is no trend in degradation of the riparian habitat that is contemporaneous with decreasing groundwater levels during Peace II Agreement.
- There were various areas along the SAR and lower Prado area where *Arundo* removal occurred from 2019-2020. At these locations, there are notable NDVI decreases in the NDVI change map from 2019-2020.
- During WY 2020, the Prado Basin area experienced average precipitation, slightly lower temperatures than the previous seven years, slightly above average discharge conditions in Chino Creek, Mill Creek, and SAR, while there were no significant changes observed in the riparian vegetation based on the NDVI. The decrease in green vegetation noted in air photos at the MC-3 area is likely not attributable to the wetter and cooler conditions in WY 2020.
- The most recent Chino Basin groundwater-model projections indicate two areas within the Prado Basin where groundwater levels are projected to decline during the 2018-2030 period: the northernmost reaches of Mill Creek (declines of three feet) and the SAR (declines of about one foot). From WY 2016 to 2020, groundwater levels declined in these areas that were predicted by the model: at PB-2 groundwater levels declined by about three feet which is equal to the predicted drawdown by the model; and along the SAR near PB-3, groundwater levels declined by about 0.5 feet which is about half of the predicted drawdown by the model. Based on the current (2020) analysis of depth to groundwater in these areas, these declines in groundwater levels are not a concern for the prospective loss of riparian

habitat, however if groundwater levels continue to decline along the northern portion of Mill Creek (by more than what the model predicts), it could result in adverse impacts to riparian habitat in this area.

- 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. There are two areas where the monitoring and analysis should focus over this next year to track the notable changes observed in WY 2020 that are a concern for the quality and quantity of the riparian habitat:
 - 1) Groundwater levels in the upper reach of Mill Creek
 - 2) Riparian vegetation at the MC-3 area.
- No mitigation measures are recommended as necessary at this time.

ATTACHMENTS

1. 2020 Annual Report of the Prado Basin Habitat Sustainability Committee (click on this [link](#) to access the report)

II. BUSINESS ITEMS

D. 2020 ANNUAL REPORT OF THE PRADO BASIN HABITAT SUSTAINABILITY COMMITTEE

Click on this [link](#) for the 2020 Annual Report of the Prado Basin Habitat Sustainability Committee

CHINO BASIN WATERMASTER

II. BUSINESS ITEMS

B. AMENDMENT NUMBER 1 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT, GENERAL MANAGER



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 24, 2021
TO: Board Members
SUBJECT: Amendment Number 1 to Amended and Restated Employment Agreement, General Manager (Business Item II.B.)

SUMMARY

Issue: At its May 27, 2021 meeting, the Watermaster Board provided direction to its negotiator regarding potential changes in the General Manager's employment agreement and Legal Counsel has prepared a draft Amendment Number 1 to Amended and Restated Employment Agreement for consideration and possible action by the Board.

Recommendation: No recommendation. Public Board discussion, deliberation, and possible action on proposed employment agreement amendment.

Financial Impact: The change to the General Manager's contract would have no effect on the Approved FY 2021/22 budget.

Future Consideration

Watermaster Board – June 24, 2021: Approval [Normal Course of Business]

ACTIONS:

Watermaster Board – June 24, 2021:

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

BACKGROUND

The General Manager's employment terms are described in the July 1, 2020 Amended and Restated Employment Agreement (Attachment 1), and may be modified from time to time by agreement among the General Manager and the Watermaster Board.

DISCUSSION

At its May 27, 2021 meeting, the Watermaster Board provided direction to its negotiator regarding potential changes in the General Manager's employment agreement. Legal Counsel has prepared the draft Amendment Number 1 to the Amended and Restated Employment Agreement, General Manager (Attachment 2), which incorporates those potential changes, for consideration and possible action by the Board.

ATTACHMENTS

1. Amended and Restated Employment Agreement, General Manager, dated July 1, 2020
2. Draft Amendment Number 1 to Amended and Restated Employment Agreement, General Manager

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

GENERAL MANAGER

This Amended and Restated Employment Agreement (“Agreement”) is effective as of July 1, 2020 (the “Effective Date”), by and between the Chino Basin Watermaster (the “Watermaster”) and Peter Kavounas (“Executive”) with reference to the following facts and intentions:

WHEREAS, the Watermaster has been employing Executive as its General Manager (“GM”) pursuant to an Employment Agreement dated as of September 4, 2012, as amended by letter dated January 3, 2013, an Employment Agreement dated as of August 22, 2013, an Employment Agreement dated June 30, 2014, an Amendment Number 1 to Employment Agreement dated July 23, 2015, an Amendment Number 2 to Employment Agreement dated August 25, 2016, an Amendment Number 3 to Employment Agreement dated June 22, 2017, an Amendment Number 4 to Employment Agreement dated July 26, 2018, and an Amendment Number 5 to Employment Agreement dated June 27, 2019 (collectively, the “Prior Employment Agreements”); and

WHEREAS, the Watermaster and Executive desire to amend and restate in its entirety the Prior Employment Agreements and continue the employment of Executive upon the terms and subject to the conditions set forth herein;

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

1. **Employment:** The Watermaster will continue to employ Executive, and Executive hereby accepts continued employment with, the Watermaster as GM. During the Employment Term (as hereinafter defined), Executive will have the title, status, and duties of GM, an exempt position, and will report directly to the Watermaster Board of Directors (“Board”).
2. **Term of Employment:** The term of employment pursuant to this Agreement will commence on July 1, 2020, and will continue thereafter for three (3) years, unless earlier terminated pursuant to Section 9 below (the “Employment Term”). The Employment Term may be extended by mutual agreement of the parties.
 - a. **General:** As GM, Executive serves at the pleasure of the Board. Subject to the provisions of Section 9 below, although the Watermaster may choose to terminate Executive’s employment for Cause (as defined below), the Watermaster is not required to have Cause to terminate this Agreement or Executive’s employment. No one other than the Board has the authority to alter this arrangement or to make any agreement contrary to the terms of this Section. Furthermore, any such agreement or arrangement must be in writing and must be signed by the Chairman of the Board.
 - b. **Annual Review:** The Board shall arrange for an annual review of Executive’s work performance, using such forms and procedures as the Board determines appropriate.

3. **Scope of Duties:** During the Employment Term:
- a. Subject to the control and direction of the Board, the GM provides day-to-day leadership for the Watermaster and is directly responsible to the Board on all matters pertaining to the administration and operations of the Chino Groundwater Basin (“Basin”) under the provisions of the 1978 basin adjudication Judgment and the Optimum Basin Management Program. The GM is responsible for overseeing the operating budget and the other employees of the Watermaster. The GM must keep the Board, through the Advisory Committee process, apprised of all applicable federal, state, regional and local policies regulating Watermaster activities. (Collectively, these duties are referred to as the “Services”.)
 - b. Executive will devote his full time and best efforts, talents, knowledge and experience to performing the Services. However, Executive may, and is in fact encouraged to, devote reasonable time to activities involving professional, educational, and similar types of activities, speaking engagements and membership on other boards for the purposes of raising the profile of Executive and the Watermaster locally, regionally and nationally, provided such activities do not interfere in any material way with the business of the Watermaster. Notwithstanding the foregoing, Executive may not serve on the board of directors of another organization without the Board’s written consent, which consent may not be unreasonably withheld by the Board.
 - c. Executive will perform his duties diligently and competently and shall act in compliance with all applicable laws and in conformity with the Watermaster’s written and oral policies and within the limits, budgets and business plans set by the Board. Executive will at all times during the Employment Term strictly adhere to and obey all of the rules and regulations in effect from time to time relating to the conduct of executives of the Watermaster. Executive shall not engage in consulting work or any trade or business for his own account or for on or behalf of any other person, firm or company that competes, conflicts or interferes with the performance of his duties hereunder in any material way.
4. **Hours of Work:** Executive’s hours of work will vary depending on the Services to be performed and the time and effort necessary to competently perform the Services. As general guidance, normal work hours will begin at 8:00 a.m. Monday through Friday.
5. **Compensation and Benefits:** During the Employment Term, the Watermaster shall provide to Executive, and Executive shall accept from the Watermaster as full compensation for Executive’s services hereunder, compensation and benefits as set forth below. The compensation set forth below is full payment for the Services, and Executive shall receive no additional compensation for extraordinary services unless otherwise authorized in writing. The Watermaster has no obligation to provide any employee benefit programs whether or not provided for in this Agreement.
- a. **Base Salary:** Base Salary: Effective July 1, 2020, Watermaster shall pay Executive an annual Base Salary of Two Hundred Eighty-Seven Thousand Six Hundred Dollars and

Eight-Two Cents (\$287,600.82) per annum, less applicable withholdings and deductions. The Board, or such committee of the Board as is responsible for setting the compensation of Watermaster employees, may review Executive's performance and Base Salary, and determine whether to adjust Executive's Base Salary on a prospective basis. Executive also shall be entitled to receive such Cost of Living Adjustments ("COLAs") as may be approved from year to year by the Board. The Watermaster shall pay Executive's Base Salary according to the applicable payroll practices in effect for all Watermaster employees.

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

- g.** CalPERS: In order to comply with the Public Employees’ Pension Reform Act of 2013 (“PEPRA”), Executive has been enrolled in the 2.5% @ 55 Public Employees Retirement System and shall be subject to such terms and conditions as the Watermaster may contract for with CalPERS or may otherwise impose, including the following: Executive will contribute eight percent (8%) of the CalPERS Retirement contribution.
- h.** Nonqualified Deferred Compensation Plan. The Watermaster has established and agrees to maintain, subject to applicable laws, a nonqualified deferred compensation plan (the “NQDC Plan”) through which Executive, and possibly other eligible employees, may defer compensation and may receive allocations of employer contributions. For each of Watermaster’s regular payroll periods during the Employment Term, the Watermaster agrees to make an employer contribution to the NQDC Plan for the benefit of Executive equal to eight percent (8%) of Executive’s salary (the sum of Executive’s Base Salary and any COLA pursuant to Section 5.a. and any CalPERS increase pursuant to Section 5.g.) paid during that payroll period plus incentive compensation paid to Executive during that payroll period; *provided, however*, that Executive is employed by the Watermaster on the payday of that payroll period. For the avoidance of doubt, the Watermaster will have no obligation to make, and Executive shall forfeit all rights to, contributions to the NQDC Plan for any payroll period with its payday occurring after Executive’s termination from employment with the Watermaster, or the remainder of the Employment Term after Executive’s termination from employment with the Watermaster. Any contributions made to the NQDC Plan shall be subject to the terms and conditions of the NQDC Plan, including but not limited to the substantial risk of forfeiture provisions in addition to the time and form of payment provisions.
- i.** Notwithstanding the provisions of this Agreement, the Watermaster fully reserves the right, in its sole discretion, to amend, modify or terminate any and/or all employee benefit plans or programs at any time and from time to time and the Watermaster will be under no obligation to institute or continue the existence of any employee benefit plan or program.
- j.** NQDC Plan Contribution: If (i) Executive remains continuously employed in good standing with Watermaster through June 30, 2023 (the “Accrual Date”) and (ii) this Agreement has not terminated prior to the Accrual Date, Watermaster shall make, for the benefit of Executive, a one-time discretionary Employer Contribution pursuant to Section 4.1 of the Chino Basin Watermaster 457(f) Deferred Compensation Plan, amended and restated effective March 1, 2019 (or such other successor provision or nonqualified deferred compensation plan in which Executive participates) (the “NQDC Plan”), in the amount of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) (the “Discretionary Contribution”), such Discretionary Contribution to be made to the NQDC Plan no later than the thirtieth (30th) day immediately following the Accrual Date provided that the conditions of clauses (i) and (ii) have been satisfied. Any contributions made to the NQDC Plan, including the Discretionary Contribution, shall be subject to and

governed by the terms and conditions of the NQDC Plan, including but not limited to the substantial risk of forfeiture provisions and the time and form of payment provisions

6. **Personnel Policies**: Except as otherwise provided herein, Executive shall be subject to the personnel policies of the Watermaster, and any amendments or revisions thereto, including but not limited to those relating to sick leave, holidays, retirement and leaves of absence. In the event of a conflict between this Agreement and the personnel policies of the Watermaster, this Agreement shall control.
7. **Vehicle Use**: Executive acknowledges that he will utilize his personal vehicle in connection with the performance of the Services. The Watermaster shall provide Executive with a monthly car allowance in the amount of \$600, prorated for partial months of service. The Watermaster shall account for this in an appropriate manner for tax purposes. Executive shall procure and maintain in full force and effect during his employment with the Watermaster automobile liability insurance covering all personal vehicles that are operated by Executive in connection with the performance of the Services in a reasonable amount acceptable to the Watermaster. Executive shall provide the Watermaster upon request with a certificate of insurance evidencing the above coverage and listing the Watermaster as an additional insured under the insurance policy(ies). Such vehicle insurance policy or policies shall provide thirty days' advance written notice to the Watermaster of any change or cancellation of such insurance. Executive shall operate any vehicle used in connection with the Services in a safe manner, and shall maintain a valid California automobile driver's license during the term of this Agreement. Failure to maintain the insurance coverage or driver's license required under this Section shall constitute a material breach of this Agreement.
8. **Reimbursable Expenses**: Expenses incurred by Executive in the performance of the Services, including mileage expense at the standard then-applicable Internal Revenue Service rate, shall be reimbursed to Executive by the Watermaster, but these shall be limited to those reasonable and necessary for the performance of Executive's duties under this Agreement, and shall be submitted for approval and reimbursement to the Board upon such forms and with receipts and other evidence as may be reasonably required by the Board.
9. **Termination**: This Agreement may be terminated effective immediately, with or without cause, upon written notice by the Watermaster to Executive. Executive's rights upon termination are as follows:
 - a. **Termination without Cause**: In the event Executive's employment is terminated without Cause (as defined below), if Executive executes a general release of known and unknown claims in favor of the Watermaster in a form acceptable to the Watermaster as provided below, the Watermaster:
 - (i) will pay Executive (in addition to accrued compensation, accrued unused vacation time and Administrative Leave time, and reimbursement of expenses incurred through the termination date) severance pay in the

amount of six (6) months of his then-current base compensation, less applicable withholdings, to be paid in a single lump sum cash payment on the 53rd day after the date Executive's employment with the Watermaster is terminated (the "Severance Pay"), and

(ii) shall reimburse Executive for applicable COBRA premiums covering Executive's insurance for himself and any eligible dependents covered by such insurance as of the date of termination of Executive's employment, as described in Section 5(c), for a period of up to six (6) months, upon receipt of evidence from Executive that he has timely elected and timely paid for such COBRA coverage, provided however that no such reimbursement will be paid unless and until the Executive executes the release agreement and the Effective Date of the release agreement, as defined therein, has occurred (the "COBRA Reimbursement Period").

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

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

Executive understands that the COBRA Reimbursement Period runs concurrently with and does not extend the period of COBRA continuation coverage for which he and any of his dependents who are Qualified Beneficiaries (as defined in 26 U.S.C. section 498013(g)(1) and 29 U.S.C. section 1167(3)) otherwise may be eligible. At the end of the COBRA Reimbursement Period, Executive and each of his Qualified Beneficiaries shall be eligible to continue to purchase COBRA continuation coverage at the full, unreduced premium rate applicable to COBRA continuation coverage for the remainder of the applicable COBRA continuation coverage period; provided, however, the required premiums are timely paid.

- b. **Termination for Cause:** In the event Executive's employment is terminated for Cause as defined herein, Executive shall be entitled to receive only accrued compensation through the date of termination of Executive's employment, payout of accrued unused vacation time and Administrative Leave, and reimbursement of

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

10. **Covenant to Deliver Records, Property and Information.** All documents, memoranda, notes, information and other tangible or intangible property (including all copies and electronic or digital files thereof) relating in any way to the Services and the Watermaster's business (including but not limited to Confidential Information) that Executive conceives, generates, obtains or compiles, or that are made available to Executive during the Employment Term, are and will remain the exclusive property of the Watermaster. Executive agrees to return all such information, including all copies, summaries, compilations, reproductions, and computer data records thereof, as well as all tangible property of the Watermaster, including computers, thumb drives, memory sticks, jump drives, external hard drives, disks, and other external storage devices, to the Watermaster immediately upon the termination of this Agreement or at such earlier time as the Watermaster may request. Executive also agrees to certify in the form that the Watermaster requests the permanent and complete removal of all such information from Executive's personal electronic devices and personal accounts, including but not limited to hard drives on personal computers, external hard drives, BlackBerries, SmartPhones, cell phones, voicemail, file storing accounts and personal email accounts, upon termination of employment or at such earlier time as the Watermaster may request. The requirements of this Section shall survive termination of this Agreement for any reason.
11. **Conflict of interest:** Executive represents and warrants to the Watermaster that he presently has no interest, and covenants that he will not acquire any interests, direct or indirect, financial or otherwise, that would conflict in any manner or interfere with the performance of the Services. Executive shall comply with the Watermaster's Conflict of Interest policy, as it may be updated from time to time.
12. **Tax Consequences; Code Section 409A:**
 - a. Executive understands and agrees that he is solely responsible for any and all taxes due as a result of any compensation, including Severance Compensation, provided hereunder. The Watermaster has provided no tax advice to Executive in

connection with this Agreement and/or any other compensation or benefits being provided to Executive, and Executive is hereby advised to seek tax advice from his own tax advisors regarding this Agreement and compensation payments and benefits that may be provided hereunder. Executive is specifically advised to consult with his tax advisors regarding the application of the provisions of Section 409A of the Internal Revenue Code of 1986, as it may be amended from time to time (“Section 409A”). In no event shall the Watermaster be liable for any additional tax, interest, or penalties that may be imposed upon Executive as a result of Section 409A, or any damages for failing to comply with Section 409A, nor shall the Watermaster have any obligation with respect to any tax obligation of Executive as a result of or attributable to this Agreement or the compensation and benefits contemplated hereunder.

- b. The compensation and benefits contemplated hereunder are intended to be exempt from the requirements of Section 409A, and this Agreement shall be construed and administered in accordance with such intent.
- c. In the event the Watermaster determines that any compensation or benefit payable hereunder may be subject to the requirements of Section 409A, the Watermaster (without any obligation to do so or obligation to indemnify Executive for any failure to do so) may adopt, without the consent of Executive, such amendments to this Agreement or take any other actions that the Watermaster in its sole discretion determines are necessary or appropriate for such compensation or benefit to either (a) be exempt from the requirements of Section 409A or (b) comply with the requirements of Section 409A.
- d. Whenever a payment under this Agreement specifies a payment period, the actual date of payment within such specified period shall be within the sole discretion of the Watermaster, and Executive shall have no right (directly or indirectly) to determine the year in which such payment is made. In the event a payment period straddles two consecutive calendar years, the payment shall be made in the later of such calendar years.
- e. No compensation or benefit that is subject to the requirements of Section 409A and that is payable upon Executive’s termination of employment shall be paid unless Executive’s termination of employment constitutes a “separation from service” within the meaning of Treasury Regulation Section 1.409A-1(h).
- f. All expenses or other reimbursements paid pursuant to this Agreement that are taxable income to Executive shall in no event be paid later than the end of the calendar year next following the calendar year in which Executive incurs such expense. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, (i) the right to payment or reimbursement or in-kind benefits shall not be subject to liquidation or exchange for any other benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided,

in any other taxable year, provided that the foregoing clause (ii) shall not be violated by any lifetime and other annual limits provided under the Watermaster's health plans and (iii) such payments shall be made on or before the last day of the taxable year following the taxable year in which the expense occurred.

13. **General Provisions:**

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

The Watermaster: Chairman of the Watermaster Board
Chino Basin Watermaster
9641 San Bernardino Road
Rancho Cucamonga, CA 91730

With a Copy (which shall not constitute notice) to:

Brownstein Hyatt Farber Schreck, LLP
1021 Anacapa Street, 2nd Floor
Santa Barbara, CA 93101
Attn: Scott S. Slater

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

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

- b. **Waiver:** No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- c. **Construction of Terms:** All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties.
- d. **Severability.** If any term, provision, covenant, paragraph, or condition of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part by any court or arbitrator of competent jurisdiction, as to such jurisdiction, that provision shall be limited ("blue-penciled") or eliminated to the minimum extent necessary so this Agreement shall otherwise remain enforceable in full force and effect. To the extent such provision cannot be so modified, the offending

provision shall, as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement.

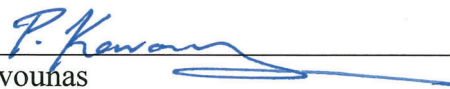
- e. **Controlling Law; Venue:** This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, with venue proper only in San Bernardino County, State of California.
- f. **Entire Agreement and Amendment:** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and supersedes all prior agreements between the parties, written or oral, express or implied, expressly including the Prior Employment Agreements. There have been no promises, representations, agreements, warranties or undertaking by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled, superseded or changed by any oral agreement, course or conduct, waiver or estoppel.
- g. **Counterpart Copies:** This Agreement may be signed in counterpart copies, each of which shall represent an original document, and all of which shall constitute a single document. A facsimile, pdf, emailed or DocuSigned signature will have the same force and effect as an original.
- h. **Assistance of Counsel:** Executive expressly acknowledges that he had the opportunity to consult with counsel of his own choosing in connection with the negotiation and drafting of the terms of this Agreement, and that he, in fact, consulted with an attorney and negotiated the terms of this Agreement.

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

CHINO BASIN WATERMASTER

By: 
Jeffrey Pierson
Chairman of the Watermaster Board

EXECUTIVE

By: 
Peter Kavounas
General Manager

**AMENDMENT NUMBER 1
TO
AMENDED AND RESTATED EMPLOYMENT AGREEMENT
GENERAL MANAGER**

THIS AMENDMENT NUMBER 1 (“Amendment”) is executed and entered into as of June __, 2021, by and between Chino Basin Watermaster (“Watermaster”) and Peter Kavounas (“Executive”). Capitalized terms used in this Amendment, but not defined herein, shall have the meanings given to them in the Employment Agreement.

RECITALS

WHEREAS, Watermaster and Executive entered into an **Amended and Restated Employment Agreement** effective as of July 1, 2020 (the “Agreement”); and

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

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

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

AMENDMENT

1. Section 2 of the Agreement is hereby amended in its entirety to read as follows:
 2. **Term of Employment**: The term of employment pursuant to this Agreement will commence on July 1, 2020, and will continue thereafter until June 30, 2026, unless earlier terminated pursuant to Section 9 below (the “Employment Term”). The Employment Term may be extended by mutual agreement of the parties.
2. Section 9(a)(i) is amended to provide twelve (12) months of Severance Pay rather than six (6) months.
3. Section 9(a)(ii) is amended to increase the COBRA Reimbursement Period to a period of twelve (12) months rather than six (6) months.
4. Section 5(d) Agreement is hereby amended in its entirety to read as follows :
 - (d) **Vacation**: Executive will earn twenty-five days (i.e., 200 hours) of vacation per year, accrued pro rata on each bi-weekly paycheck. Unused vacation time may carry over to the following year, provided

however, that at no time shall Executive accrue more than fifty days (i.e., 400 hours) total of vacation time. Once Executive reaches the maximum accrual, no further accrual will be allowed unless and until Executive utilizes accrued vacation such that his balance drops below the maximum accrual. Executive may use no more than three weeks of vacation consecutively without prior approval of the Board, provided that any unused vacation may be consecutively taken immediately prior to the Agreement end date of June 30, 2026.

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

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

CHINO BASIN WATERMASTER

By: _____
James Curatalo
Chairman of the Watermaster Board

EXECUTIVE

By: _____
Peter Kavounas
General Manager