

CHINO BASIN WATERMASTER



NOTICE OF MEETING

Thursday, June 23, 2022

11:00 a.m. – Watermaster Board Meeting

CHINO BASIN WATERMASTER

Thursday, June 23, 2022

11:00 a.m. – Watermaster Board Meeting

AGENDA

**CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING**

11:00 a.m. – June 23, 2022

Mr. Jim Curatalo, Chair

Mr. Jeff Pierson, Vice-Chair

At The Offices Of

Chino Basin Watermaster

9641 San Bernardino Road

Rancho Cucamonga, CA 91730

AGENDA

FLAG SALUTE

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

AGENDA – ADDITIONS/REORDER

I. CONSENT CALENDAR

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

A. MINUTES

Approve as presented:

1. Minutes of the Watermaster Board Meeting held May 26, 2022
2. Minutes of the Watermaster Board Special Meeting held May 26, 2022

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of April 2022
2. Watermaster VISA Check Detail for the month of April 2022
3. Combining Schedule for the Period July 1, 2021 through April 30, 2022
4. Treasurer's Report of Financial Affairs for the Period April 1, 2022 through April 30, 2022
5. Budget vs. Actual Report for the Period July 1, 2021 through April 30, 2022
6. Cash Disbursements for May 2022 (Information Only)

C. APPLICATION: LOCAL STORAGE AGREEMENTS (ONAP)

Approve the proposed agreements.

D. APPLICATION: WATER TRANSACTION

Approve the proposed transaction.

The Purchase of 500 acre-feet of water from City of Chino by Monte Vista Water District. The purchase is made from City of Chino's Excess Carryover account.

E. 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.

F. 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.

G. FISCAL YEAR 2022/23 PAY SCHEDULE

Adopt the FY 2022/23 Pay Schedule.

H. RESOLUTION 2022-06 AUTHORIZING REMOTE TELECONFERENCE MEETINGS UNDER BROWN ACT

Adopt Resolution 2022-06 Authorizing Remote Teleconference Meetings under the Ralph M. Brown Act.

II. BUSINESS ITEMS

A. 2021 ANNUAL REPORT OF THE PRADO BASIN HABITAT SUSTAINABILITY COMMITTEE

Receive and file.

B. AMENDMENT NUMBER 2 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT, GENERAL MANAGER (STAFF REPORT WILL BE DISTRIBUTED SEPARATELY)

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

III. REPORTS/UPDATES

A. LEGAL COUNSEL

1. San Bernardino Superior Court Emergency Order
2. August 31, 2022 Hearing
3. Governor's Executive Order N-7-22
4. Kaiser Permanente Lawsuit

B. ENGINEER

1. Safe Yield Reset Methodology Update

C. CHIEF FINANCIAL OFFICER

1. FY 2021/22 Ongoing Auditing Activity by Fedak & Brown, LLP

D. GENERAL MANAGER

1. Regional Supply/Drought Update
2. July Meeting Schedule
3. 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

2. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION:

- a) Kaiser Foundation Health Plan, et al. v. Chino Basin Water Conservation District, et al., San Bernardino County Superior Court Case No: CIVDS1933655
- b) Chino Basin Municipal Water District v. City of Chino et al., San Bernardino County Superior Court Case No: RCVRS51010
- c) Chino Basin Municipal Water District et al. v. City of Ontario et al., California Court of Appeal 4th Appellate District Case No: E079052

VII. FUTURE MEETINGS AT WATERMASTER*

06/23/22	Thu	11:00 a.m.	Watermaster Board
07/20/22	Wed	9:00 a.m.	Safe Yield Methodology Update – Peer Review Workshop No. 2
08/11/22	Thu	9:00 a.m.	Appropriative Pool Committee
08/11/22	Thu	11:00 a.m.	Non-Agricultural Pool Committee
08/11/22	Thu	1:30 p.m.	Agricultural Pool Committee
08/18/22	Thu	9:00 a.m.	Advisory Committee
08/25/22	Thu	11:00 a.m.	Watermaster Board

*NOTE: Watermaster will be dark in July 2022; staff stands ready to assist with any special meetings as requested. All regularly scheduled meetings will resume in August 2022.

ADJOURNMENT

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

A. MINUTES

1. Minutes of the Watermaster Board Meeting held May 26, 2022
2. Minutes of the Watermaster Board Special Meeting held
May 26, 2022

DRAFT MINUTES
CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING

May 26, 2022

The Watermaster Board meeting was held at the offices of the Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA, and via Zoom (conference call and web meeting) on May 26, 2022.

WATERMASTER BOARD MEMBERS PRESENT AT WATERMASTER

James Curatalo, Chair	Minor Representative
Jeff Pierson, Vice-Chair	Agricultural Pool – Crops
Bob Kuhn, Secretary/Treasurer	Three Valleys Municipal Water District
Bob Bowcock	CalMat Co.
Scott Burton	Monte Vista Water District
Steve Elie	Inland Empire Utilities Agency
Betty Folsom	Jurupa Community Services District
Mike Gardner	Western Municipal Water District

WATERMASTER BOARD MEMBERS PRESENT ON ZOOM

Pete Hall	Agricultural Pool – State of CA, CIM
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WATERMASTER STAFF PRESENT

Peter Kavounas	General Manager
Joseph Joswiak	Chief Financial Officer
Edgar Tellez Foster	Water Resources Mgmt. & Planning Dir.
Anna Nelson	Director of Administration
Justin Nakano	Water Resources Technical Manager
Frank Yoo	Data Services and Judgment Reporting Mgr.
Ruby Favela	Administrative Assistant
Alonso Jurado	Senior Field Operations Specialist
David Huynh	Senior Field Operations Specialist

WATERMASTER CONSULTANTS PRESENT AT WATERMASTER

Scott Slater	Brownstein Hyatt Farber Schreck, LLP
Brad Herrema	Brownstein Hyatt Farber Schreck, LLP
Andy Malone	West Yost

WATERMASTER CONSULTANTS PRESENT ON ZOOM

Garrett Rapp	West Yost
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OTHERS PRESENT AT WATERMASTER

Bob Feenstra	Agricultural Pool – Dairy
Chris Diggs	City of Pomona
Amanda Coker	Cucamonga Valley Water District
Jiwon Seung	Cucamonga Valley Water District
Chris Berch	Jurupa Community Services District
Bryan Smith	Jurupa Community Services District
Jeff Davis	Provost & Pritchard Consulting
Brian Lee	San Antonio Water Company
Kati Parker	Minor Representative

OTHERS PRESENT ON ZOOM

Gino Filippi	Agricultural Pool – Crops
Larry Cain	Agricultural Pool – State of CA
Marilyn Levin	Agricultural Pool – State of CA
Natalie Avila	City of Chino
Dave Crosley	City of Chino

Eunice Ulloa
Ron Craig
Courtney Jones
Alexis Mascarinas
Christopher Quach
Nicole deMoet
Braden Yu
Eduardo Espinoza
Ben Lewis
Joshua Aguilar
Christiana Daisy
Shivaji Deshmukh
Manny Martinez
Justin Scott-Coe
Justin Scott-Coe
John Lopez
Todd Minten
David De Jesus
Matthew Litchfield
Jason Pivovarovoff
Laura Roughton
Richard Rees

City of Chino
City of Chino Hills
City of Ontario
City of Ontario
City of Ontario
City of Upland
City of Upland
Cucamonga Valley Water District
Golden State Water Company
Inland Empire Utilities Agency
Inland Empire Utilities Agency
Inland Empire Utilities Agency
Monte Vista Water District
Monte Vista Irrigation Company
Monte Vista Water District
Santa Ana River Water Company
Santa Ana River Water Company
Three Valleys Municipal Water District
Three Valleys 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.

ROLL CALL

(00:01:39) Ms. Nelson 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 Special Meeting (Workshop No. 1) held April 26, 2022
2. Minutes of the Watermaster Board Meeting held April 28, 2022

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of March 2022
2. Watermaster VISA Check Detail for the month of March 2022
3. Combining Schedule for the Period July 1, 2021 through March 31, 2022
4. Treasurer's Report of Financial Affairs for the Period March 1, 2022 through March 31, 2022

5. Budget vs. Actual Report for the Period July 1, 2021 through March 31, 2022
6. Cash Disbursements for April 2022 (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 Rights. Date of Application: April 4, 2022.

(00:03:52)

Motion by Vice-Chair Jeff Pierson, seconded by Mr. Mike Gardner, and passed unanimously.

Moved to approve the Consent Calendar as presented.

II. BUSINESS ITEMS

A. WATERMASTER FISCAL YEAR 2022/23 APPROVED BUDGET

Adopt the Watermaster Fiscal Year 2022/23 Approved Budget as presented.

(00:4:46) Mr. Kavounas prefaced the item and invited Mr. Joswiak to give a presentation. A discussion ensued.

(00:31:52)

Substitute Motion by Mr. Scott Burton, and there being no second, the motion died

Moved to approve Business Item II.A. without the two items for the OBMP Update and send those items back to the Advisory Committee for additional communication.

(00:37:54)

Motion by Mr. Pete Hall, seconded by Mr. Steve Elie, and passed by majority.

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

III. REPORTS/UPDATES

A. LEGAL COUNSEL

1. San Bernardino Superior Court Emergency Order
2. April 22, 2022 Hearing
3. Governor's Executive Order N-7-22
4. Kaiser Permanente Lawsuit

(00:49:34) Mr. Slater gave a report. A discussion ensued.

B. ENGINEER

1. Safe Yield Data Collection and Evaluation Report
2. Safe Yield Reset Methodology Update
3. Prado Basin Habitat Sustainability Committee Annual Report

(00:57:35) Mr. Malone prefaced the Engineer's Report and invited Mr. Rapp to give a presentation on Items 1 and 2. Mr. Malone informed the Board of the next Safe Yield Peer Review Workshop which will be held on July 20, 2022 from 9am – 12pm at the Watermaster's offices and will also be available remotely.

C. CHIEF FINANCIAL OFFICER

None

D. GENERAL MANAGER

1. Regional Supply/Drought Update
2. Data Portal Status
3. May 26, 2022 Special Board Meeting (Workshop No. 2)
4. Upcoming Training Opportunity: Roberts Rules of Order
5. Other

(01:09:46) Mr. Kavounas prefaced Item 1 and asked Mr. Aguilar of IEUA to give a presentation. A discussion ensued. Mr. Yoo reported on Item 2. Mr. Kavounas reported on Items 3 and 4 and offered to give a recap of the May 26, 2022 Workshop No. 2 for those who missed it. Mr. Kavounas also announced that Watermaster will be dark in July instead of August this year.

IV. BOARD MEMBER COMMENTS

(01:17:59) Vice-Chair Jeff Pierson thanked Watermaster staff for continuing the Watermaster Board Workshops and stated that they were educational. Ms. Folsom echoed Mr. Pierson's sentiments.

V. OTHER BUSINESS

None

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.

The Board convened into Confidential Session at 12:21 p.m. to discuss the following:

1. General Manager Performance Evaluation

(01:20:27) Confidential Session concluded at 1:20 p.m. with no reportable action.

ADJOURNMENT

Chair Curatalo adjourned the Watermaster Board meeting at 1:26 p.m. in memory of Mr. Sam Spagnolo.

Secretary: _____

Approved: _____

Attachments:

1. 20220526 Roll Call Vote Outcome for Business Item II.A.

ATTACHMENT 1

May 26, 2022 Watermaster Board Meeting Roll Call Vote Outcome

Member	Alternate	Business Item II.A. (Main Motion)
Burton, Scott	No	
Elie, Steve		Yes
Folsom, Betty		Yes
Gardner, Mike		Yes
Hall, Pete*		Yes
Kuhn, Bob, Secretary/Treasurer		Yes
Pierson, Jeff, Vice-Chair		Yes
Bowcock, Bob		Yes
Curatalo, James, Chair		Yes
	OUTCOME:	Passed by Majority

*Participated via Zoom

DRAFT MINUTES
CHINO BASIN WATERMASTER
WATERMASTER BOARD – SPECIAL MEETING (WORKSHOP NO. 2)

May 26, 2022

The Watermaster Board Special Meeting (Workshop No. 2) was held at the offices of the Chino Basin Watermaster located at 9641 San Bernardino Road, Rancho Cucamonga, CA on May 26, 2022.

WATERMASTER BOARD MEMBERS PRESENT

James Curatalo, Chair
Jeff Pierson, Vice-Chair
Bob Kuhn, Secretary/Treasurer
Bob Bowcock
Steve Elie
Betty Folsom
Manny Martinez for Scott Burton
Mike Gardner
Larry Cain for Pete Hall

Minor Representative
Agricultural Pool – Crops
Three Valleys Municipal Water District
CalMat Co.
Inland Empire Utilities Agency
Jurupa Community Services District
Monte Vista Water District
Western Municipal Water District
Agricultural Pool – State of CA

WATERMASTER STAFF PRESENT

Peter Kavounas
Joseph Joswiak
Edgar Tellez Foster
Anna Nelson
Justin Nakano
Ruby Favela

General Manager
Chief Financial Officer
Water Resources Mgmt. & Planning Dir.
Director of Administration
Water Resources Technical Manager
Administrative Assistant

WATERMASTER CONSULTANTS PRESENT

Scott Slater
Brad Herrema
Andy Malone

Brownstein Hyatt Farber Schreck, LLP
Brownstein Hyatt Farber Schreck, LLP
West Yost

OTHERS PRESENT

Bob Feenstra
Steve Kennedy
Chris Quach
Chris Diggs
Nicole deMoet
Amanda Coker
Jiwon Seung
Chris Berch
Bryan Smith
Justin Scott-Coe
Justin Scott-Coe
Sylvie Lee

Agricultural Pool – Dairy
Brunick, McElhaney & Kennedy
City of Ontario
City of Pomona
City of Upland
Cucamonga Valley Water District
Cucamonga Valley Water District
Jurupa Community Services District
Jurupa Community Services District
Monte Vista Irrigation Company
Monte Vista Water District
Three Valleys Municipal Water District

CALL TO ORDER

Chair Curatalo called the Watermaster Board Special Meeting (Workshop No. 2) to order at 9:35 a.m.

ROLL CALL

Ms. Nelson conducted the roll call and announced that a quorum was present.

PUBLIC COMMENTS

None

BOARD WORKSHOP – PURPOSE AND ROLE OF WATERMASTER BOARD

Messrs. Kavounas, Herrema, and Tellez Foster gave a presentation. A discussion ensued.

ADJOURNMENT

Chair Curatalo adjourned the Watermaster Board special meeting (Workshop No. 2) at 10:29 a.m.

Secretary: _____

Approved: _____

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of April 2022
2. Watermaster VISA Check Detail for the month of April 2022
3. Combining Schedule for the Period July 1, 2021 through April 30, 2022
4. Treasurer's Report of Financial Affairs for the Period April 1, 2022 through April 30, 2022
5. Budget vs. Actual Report for the Period July 1, 2021 through April 30, 2022
6. Cash Disbursements for May 2022 (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 23, 2022
TO: Board Members
SUBJECT: Cash Disbursement Report - Financial Report B1 (April 30, 2022)
(Consent Calendar Item I.B.1.)

SUMMARY

Issue: Record of Cash Disbursements for the month of April 2022. [Normal Course of Business]

Recommendation: Receive and file Cash Disbursements for April 2022 as presented.

Financial Impact: Funds disbursed were included in the FY 2021/22 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 23, 2022: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – June 9, 2022: Received and filed

Non-Agricultural Pool – June 9, 2022: Moved unanimously to receive and file, without approval

Agricultural Pool – June 9, 2022: Received and filed

Advisory Committee – June 16, 2022: Received and filed

Watermaster Board – June 23, 2022:

*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 2022 were \$676,108.87.

The most significant expenditures during the month were West Yost and Associates in the amount of \$264,324.32 (check number 23476 dated April 27, 2022); Inland Empire Utilities Agency in the amount of \$89,444.66 (check number 23462 dated April 13, 2022); Brownstein Hyatt Farber Schreck in the amount of \$86,363.05 (check number 23475 dated April 27, 2022); and Egoscue Law Group, Inc. in the amount of \$53,630.64 (check number 23447 dated April 13, 2022). There were no other checks greater than \$50,000 issued during the month of April 2022.

ATTACHMENTS

1. Financial Report – B1

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2022

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	04/05/2022	ACH 040522	CALPERS	1394905143	1012 - Bank of America Gen'l Ckg	
Bill	04/01/2022	1394905143		Medical Insurance Premiums - April 2022	60182.1 - Medical Insurance	13,257.00
TOTAL						13,257.00
General Journal	04/05/2022	04/05/2022	HEALTH EQUITY	Health Equity Invoice 3617361	1012 - Bank of America Gen'l Ckg	
			HEALTH EQUITY	Health Equity Invoice 3617361	1012 - Bank of America Gen'l Ckg	15.00
TOTAL						15.00
General Journal	04/07/2022	04/07/2022	Payroll and Taxes for 03/20/22-04/02/22	Payroll and Taxes for 03/20/22-04/02/22	1012 - Bank of America Gen'l Ckg	
			ADP, LLC	Direct Deposits for 03/20/22-04/02/22	1012 - Bank of America Gen'l Ckg	33,069.78
			ADP, LLC	Payroll Taxes for 03/20/22-04/02/22	1012 - Bank of America Gen'l Ckg	12,845.76
			MISSIONSQUARE RETIREMENT	457(b) EE Deductions for 03/20/22-04/02/22	1012 - Bank of America Gen'l Ckg	5,918.06
			MISSIONSQUARE RETIREMENT	401(a) EE Deductions for 03/20/22-04/02/22	1012 - Bank of America Gen'l Ckg	1,806.99
TOTAL						53,640.59
Bill Pmt -Check	04/08/2022	ACH 040822	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 - Bank of America Gen'l Ckg	
General Journal	04/02/2022	4/08/2022	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 03/20/22-04/02/22	2000 - Accounts Payable	9,792.48
TOTAL						9,792.48
General Journal	04/12/2022	04/12/2022	HEALTH EQUITY	Health Equity Invoice 3641495	1012 - Bank of America Gen'l Ckg	
			HEALTH EQUITY	Health Equity Invoice 3641495	1012 - Bank of America Gen'l Ckg	540.28
TOTAL						540.28
Bill Pmt -Check	04/13/2022	23438	ACCENT COMPUTER SOLUTIONS, INC.	019687	1012 - Bank of America Gen'l Ckg	
Bill	04/07/2022	Quote 019687		WatchGuard 1 yr. renewal	6054 - Computer Software	1,275.26
TOTAL						1,275.26
Bill Pmt -Check	04/13/2022	23439	ACWA JOINT POWERS INSURANCE AUTHORITY	0684595	1012 - Bank of America Gen'l Ckg	
Bill	04/01/2022	0684595		Prepayment - May 2022	1409 - Prepaid Life, BAD&D & LTD	304.77
				April 2022	60191 - Life & Disab.Ins Benefits	305.07
TOTAL						609.84
Bill Pmt -Check	04/13/2022	23440	APPLIED COMPUTER TECHNOLOGIES	35422	1012 - Bank of America Gen'l Ckg	
Bill	03/31/2022	35422		March 2022	6052.2 - Applied Computer Technol	3,850.00
TOTAL						3,850.00
Bill Pmt -Check	04/13/2022	23441	BOWCOCK, ROBERT	Board Member Compensation	1012 - Bank of America Gen'l Ckg	
Bill	03/17/2022	3/17 Advisory Comm		3/17/22 Advisory Committee Meeting	6311 - Board Member Compensation	125.00
Bill	03/24/2022	3/24 Board Mtg		3/24/22 Board Meeting	6311 - Board Member Compensation	125.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2022

Type	Date	Num	Name	Memo	Account	Paid Amount
TOTAL						250.00
Bill Pmt -Check	04/13/2022	23442	BURRTEC WASTE INDUSTRIES, INC.	N2112623905	1012 - Bank of America Gen'l Ckg	
Bill	04/01/2022	N2112623905		Disposal Service - April 2022	6024 - Building Repair & Maintenance	142.50
TOTAL						142.50
Bill Pmt -Check	04/13/2022	23443	CHEF DAVE'S CATERING & EVENT SERVICES 1268B		1012 - Bank of America Gen'l Ckg	
Bill	03/24/2022	1268B		Lunch for 3/24/22 Watermaster Board mtg.	6312 - Meeting Expenses	479.47
TOTAL						479.47
Bill Pmt -Check	04/13/2022	23444	CORELOGIC INFORMATION SOLUTIONS	82127816	1012 - Bank of America Gen'l Ckg	
Bill	03/31/2022	82127816		March 2022	7103.7 - Grdwtr Qual-Computer Svc	62.50
				82127816	7101.4 - Prod Monitor-Computer	62.50
TOTAL						125.00
Bill Pmt -Check	04/13/2022	23445	CURATALO, JAMES	Board Member Compensation	1012 - Bank of America Gen'l Ckg	
Bill	03/03/2022	3/03 Personnel Comm		3/03/22 Personnel Committee Meeting	6311 - Board Member Compensation	125.00
Bill	03/08/2022	3/08 Bd Officers Mtg		3/08/22 Board Officers Check-in Meeting	6311 - Board Member Compensation	125.00
Bill	03/10/2022	3/10 Appro Pool Mtg		3/10/22 Appropriatve Pool Meeting	6311 - Board Member Compensation	125.00
Bill	03/17/2022	3/17 Bd Officers		3/17/22 Board Officers/Pool Leadership Mtg.	6311 - Board Member Compensation	125.00
Bill	03/22/2022	3/22 Board Agenda		3/22/22 Board Agenda Preview	6311 - Board Member Compensation	125.00
Bill	03/24/2022	3/24 Board Mtg		3/24/22 Board Meeting	6311 - Board Member Compensation	125.00
TOTAL						750.00
Bill Pmt -Check	04/13/2022	23446	DE BOOM, NATHAN	Ag Pool Member Compensation	1012 - Bank of America Gen'l Ckg	
Bill	03/10/2022	3/10 Ag Pool Mtg		3/10/22 Ag Pool Mtg	8470 - Ag Meeting Attend -Special	125.00
Bill	03/18/2022	3/18 Special Ag Mtg		3/18/22 Special Ag Pool Mtg	8470 - Ag Meeting Attend -Special	125.00
TOTAL						250.00
Bill Pmt -Check	04/13/2022	23447	EGOSCUE LAW GROUP, INC.	Ag Pool Legal Services	1012 - Bank of America Gen'l Ckg	
Bill	03/31/2022			February 2022 - General Counsel	8467 - Ag Legal & Technical Services	28,930.64
Bill	03/31/2022			March 2022 - General Counsel	8467 - Ag Legal & Technical Services	24,700.00
TOTAL						53,630.64
Bill Pmt -Check	04/13/2022	23448	ELIE, STEVEN	Board Member Compensation	1012 - Bank of America Gen'l Ckg	
Bill	03/24/2022	3/24 Board Mtg		3/24/22 Board Meeting	6311 - Board Member Compensation	125.00
TOTAL						125.00
Bill Pmt -Check	04/13/2022	23449	EMPOWER LAB	2229	1012 - Bank of America Gen'l Ckg	
Bill	03/31/2022	2229		Empower Lab - March 2022	6193 - Employee Training	1,125.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2022

Type	Date	Num	Name	Memo	Account	Paid Amount
TOTAL						1,125.00
Bill Pmt -Check	04/13/2022	23450	FEDAK & BROWN LLP	Continuing Audit Services	1012 - Bank of America Gen'l Ckg	
Bill	03/31/2022			March 2022	6062 - Audit Services	663.00
TOTAL						663.00
Bill Pmt -Check	04/13/2022	23451	FILIPPI, GINO	Ag Pool Member Compensation	1012 - Bank of America Gen'l Ckg	
Bill	03/10/2022	3/10 Ag Pool Mtg		3/10/22 Ag Pool Meeting	8470 - Ag Meeting Attend -Special	125.00
Bill	03/17/2022	3/17 Advisory Comm		3/17/22 Advisory Committee Meeting	8470 - Ag Meeting Attend -Special	125.00
Bill	03/18/2022	3/18 Special Ag Pool		3/18/22 Special Ag Pool Meeting	8470 - Ag Meeting Attend -Special	125.00
Bill	03/24/2022	3/24 Board Mtg		3/24/22 Board Meeting	8470 - Ag Meeting Attend -Special	125.00
TOTAL						500.00
Bill Pmt -Check	04/13/2022	23452	FOLSOM, BETTY	Board Member Compensation	1012 - Bank of America Gen'l Ckg	
Bill	03/23/2022	3/23 Call /Bd Chair		3/23/22 coordination call w/Board Chair	6311 - Board Member Compensation	125.00
Bill	03/24/2022	3/24 Board Mtg		3/24/22 Board Meeting	6311 - Board Member Compensation	125.00
TOTAL						250.00
Bill Pmt -Check	04/13/2022	23453	GEYE, BRIAN	Non-Ag Pool Member Compensation	1012 - Bank of America Gen'l Ckg	
Bill	03/03/2022	3/03 Personnel Comm		3/03/22 Personnel Committee Meeting	8511 - Non-Ag Pool Member Compensation	125.00
Bill	03/10/2022	3/10 Non Ag Pool Mtg		3/10/22 Non Ag Pool Meeting	8511 - Non-Ag Pool Member Compensation	125.00
Bill	03/17/2022	3/17 Advisory Comm		3/17/22 Advisory Committee Meeting	8511 - Non-Ag Pool Member Compensation	125.00
Bill	03/17/2022	3/17 Officers/Chairs		3/17/22 Board Officers/Pool Chairs Meeting	8511 - Non-Ag Pool Member Compensation	125.00
TOTAL						500.00
Bill Pmt -Check	04/13/2022	23454	INLAND EMPIRE UTILITIES AGENCY	VOID: 90031358	1012 - Bank of America Gen'l Ckg	0.00
TOTAL						0.00
Bill Pmt -Check	04/13/2022	23455	KUHN, BOB	Board Member Compensation	1012 - Bank of America Gen'l Ckg	
Bill	03/01/2022	3/01 Admin Mtg		3/01/22 Administrative Meeting	6311 - Board Member Compensation	125.00
Bill	03/03/2022	3/03 Personnel Comm		3/03/22 Personnel Committee Meeting	6311 - Board Member Compensation	125.00
Bill	03/04/2022	3/04 Admin Mtg		3/04/22 Administrative Meeting	6311 - Board Member Compensation	125.00
Bill	03/08/2022	3/08 Admin Mtg		3/08/22 Administrative Meeting	6311 - Board Member Compensation	125.00
Bill	03/15/2022	3/15 Admin Mtg		3/15/22 Administrative Meeting	6311 - Board Member Compensation	125.00
Bill	03/17/2022	3/17 Advisory Comm		3/17/22 Advisory Committee Meeting	6311 - Board Member Compensation	125.00
Bill	03/24/2022	3/24 Board Mtg		3/24/22 Board Meeting	6311 - Board Member Compensation	125.00
TOTAL						875.00
Bill Pmt -Check	04/13/2022	23456	MORROW, KIMBERLY	Court Reporter	1012 - Bank of America Gen'l Ckg	
Bill	04/08/2022	4/08/22 Transcript		Transcript for 4/08/2022 Court Hearing	6046 - Legal Publications/Services	330.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2022

Type	Date	Num	Name	Memo	Account	Paid Amount
TOTAL						330.00
Bill Pmt -Check	04/13/2022	23457	PREMIERE GLOBAL SERVICES	30859191	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2022	30859191		Fee - General	6022 · Telephone	39.00
				Fee - Confidential	6022 · Telephone	39.00
				Service fee	6022 · Telephone	8.50
				Call shortfall	6022 · Telephone	78.00
TOTAL						164.50
Bill Pmt -Check	04/13/2022	23458	PRINTING RESOURCES	67521	1012 · Bank of America Gen'l Ckg	
Bill	03/28/2022	67521		Nameplates-new Board members/alternates	6031.7 · Other Office Supplies	156.00
TOTAL						156.00
Bill Pmt -Check	04/13/2022	23459	RR FRANCHISING, INC.	Janitorial Services	1012 · Bank of America Gen'l Ckg	
Bill	03/31/2022	110276		Electrostatic spraying on 3/05/22 & 3/19/22	6024 · Building Repair & Maintenance	445.00
Bill	04/01/2022	109665		Monthly service for office/annex - April 2022	6024 · Building Repair & Maintenance	915.00
TOTAL						1,360.00
Bill Pmt -Check	04/13/2022	23460	STATE COMPENSATION INSURANCE FUND	1000293049	1012 · Bank of America Gen'l Ckg	
Bill	04/01/2022	1000293049		Policy # 1970970 - Premium charge 3/26/22-4/26/22	60183 · Worker's Comp Insurance	702.33
TOTAL						702.33
Bill Pmt -Check	04/13/2022	23461	WESTERN MUNICIPAL WATER DISTRICT	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	03/10/2022	3/10 Appro Pool Mtg		3/10/22 Appropriative Pool Mtg - Gardner	6311 · Board Member Compensation	125.00
Bill	03/17/2022	3/17 Advisory Comm		3/17/22 Advisory Committee Mtg - Gardner	6311 · Board Member Compensation	125.00
Bill	03/24/2022	3/24 Board Mtg		3/24/22 Board Mtg - Gardner	6311 · Board Member Compensation	125.00
TOTAL						375.00
Bill Pmt -Check	04/13/2022	23462	INLAND EMPIRE UTILITIES AGENCY	90031358	1012 · Bank of America Gen'l Ckg	
Bill	04/01/2022	90031358		GW Recharge O&M Cost Reimbursement - FY 21/ 7206	Comp Recharge-O&M	89,444.66
TOTAL						89,444.66
Check	04/15/2022	04/15/2022	Service Charge	Service Charge	1012 · Bank of America Gen'l Ckg	
				Service Charge	6039.1 · Banking Service Charges	1,228.50
TOTAL						1,228.50
General Journal	04/15/2022	04/15/2022	ADP, LLC	ADP Tax Service for 03/19/22-603497490	1012 · Bank of America Gen'l Ckg	
			ADP, LLC	ADP Tax Service for 03/19/22-603497490	1012 · Bank of America Gen'l Ckg	155.50
			ADP, LLC	ADP Tax Service for 04/02/22-603497490	1012 · Bank of America Gen'l Ckg	155.50
TOTAL						311.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2022

Type	Date	Num	Name	Memo	Account	Paid Amount
General Journal	04/19/2022	04/19/2022	HEALTH EQUITY	Health Equity Invoice 3668298	1012 - Bank of America Gen'l Ckg	
			HEALTH EQUITY	Health Equity Invoice 3668298	1012 - Bank of America Gen'l Ckg	225.27
TOTAL						225.27
Bill Pmt -Check	04/20/2022	ACH 042022	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 - Bank of America Gen'l Ckg	
General Journal	04/16/2022	04/20/2022	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 04/03/22-04/16/22	2000 - Accounts Payable	9,792.48
TOTAL						9,792.48
Bill Pmt -Check	04/20/2022	23463	CHAMPION NEWSPAPERS	8043	1012 - Bank of America Gen'l Ckg	
Bill	04/20/2022	8043		1 year subscription, 5/16/22 - 05/15/23	6112 - Subscriptions/Publications	270.00
TOTAL						270.00
Bill Pmt -Check	04/20/2022	23464	CUCAMONGA VALLEY WATER DISTRICT	Monthly Rent Payment	1012 - Bank of America Gen'l Ckg	
Bill	04/18/2022			Lease payment due May 1, 2022	1422 - Prepaid Rent	7,588.83
TOTAL						7,588.83
Bill Pmt -Check	04/20/2022	23465	FIRST LEGAL NETWORK LLC	40060072	1012 - Bank of America Gen'l Ckg	
Bill	03/31/2022	40060072		Court filings for March 2022	6061.5 - Court Filing Services	1,261.49
TOTAL						1,261.49
Bill Pmt -Check	04/20/2022	23466	FRONTIER COMMUNICATIONS	909-484-3890-050914-5	1012 - Bank of America Gen'l Ckg	
Bill	04/20/2022	90948438900509145		Office fax	6022 - Telephone	167.34
TOTAL						167.34
Bill Pmt -Check	04/20/2022	23467	GREAT AMERICA LEASING CORP.	31454598	1012 - Bank of America Gen'l Ckg	
Bill	04/18/2022	31454598		Invoice for April 2022	6043.1 - Ricoh Lease Fee	1,528.34
				Supply freight fee	6043.2 - Ricoh Usage & Maintenance Fee	8.57
TOTAL						1,536.91
Bill Pmt -Check	04/20/2022	23468	HUITSING, JOHN	Ag Pool Member Compensation	1012 - Bank of America Gen'l Ckg	
Bill	03/01/2022	2/10 Ag Pool Mtg		2/10/22 Ag Pool Meeting	8470 - Ag Meeting Attend -Special	125.00
Bill	03/10/2022	3/10 Ag Pool Mtg		3/10/22 Ag Pool Meeting	8470 - Ag Meeting Attend -Special	125.00
Bill	03/18/2022	3/18 Special Ag Pool		3/18/22 Special Ag Pool Meeting	8470 - Ag Meeting Attend -Special	125.00
TOTAL						375.00
Bill Pmt -Check	04/20/2022	23469	LEGAL SHIELD	111802	1012 - Bank of America Gen'l Ckg	
Bill	04/13/2022	111802		Employee deductions - April 2022	60194 - Other Employee Insurance	135.50
TOTAL						135.50

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2022

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	04/20/2022	23470	SPRINGER NATURE	1452043780	1012 - Bank of America Gen'l Ckg	
Bill	04/18/2022	1452043780		Printing of Blomquist books	6061.6 - Blomquist Report - Update	2,081.16
TOTAL						2,081.16
Bill Pmt -Check	04/20/2022	23471	STANDARD INSURANCE CO.	Policy # 00-649299-0009	1012 - Bank of America Gen'l Ckg	
Bill	04/20/2022	006492990009		Policy # 00-649299-0009	60191 - Life & Disab.Ins Benefits	1,007.41
TOTAL						1,007.41
Bill Pmt -Check	04/20/2022	23472	UNITED HEALTHCARE	052581718297	1012 - Bank of America Gen'l Ckg	
Bill	04/18/2022	052581718297		Dental Insurance Premium - May 2022	60182.2 - Dental & Vision Ins	743.58
TOTAL						743.58
Bill Pmt -Check	04/20/2022	23473	VERIZON WIRELESS	9903377850	1012 - Bank of America Gen'l Ckg	
Bill	03/31/2022	9903377850		Acct #470810953-00002	6022 - Telephone	387.34
TOTAL						387.34
Bill Pmt -Check	04/20/2022	23474	WAXIE SANITARY SUPPLY	80818140	1012 - Bank of America Gen'l Ckg	
Bill	04/12/2022	80818140		Paper towel refills for dispensers	6031.7 - Other Office Supplies	226.99
TOTAL						226.99
General Journal	04/21/2022	04/21/2022	Payroll and Taxes for 04/03/22-04/16/22	Payroll and Taxes for 04/03/22-04/16/22	1012 - Bank of America Gen'l Ckg	
			ADP, LLC	Direct deposits for 04/03/22-04/16/22	1012 - Bank of America Gen'l Ckg	33,204.42
			ADP, LLC	Payroll Taxes for 04/03/22-04/16/22	1012 - Bank of America Gen'l Ckg	12,903.76
			MISSIONSQUARE RETIREMENT	457(b) EE Deductions for 04/03/22-04/16/22	1012 - Bank of America Gen'l Ckg	5,918.06
			MISSIONSQUARE RETIREMENT	401(a) EE Deductions for 04/03/22-04/16/22	1012 - Bank of America Gen'l Ckg	1,806.99
TOTAL						53,833.23
Bill Pmt -Check	04/22/2022	ACH 042222	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 - Bank of America Gen'l Ckg	
Bill	04/01/2022	16758139		Annual Unfunded Accrued Liability-Plan 3299	60180 - Employers PERS Expense	8,989.42
TOTAL						8,989.42
General Journal	04/22/2022	04/22/2022	HEALTH EQUITY	Health Equity Invoice 3572580	1012 - Bank of America Gen'l Ckg	
			HEALTH EQUITY	Health Equity Invoice 3572580	1012 - Bank of America Gen'l Ckg	81.50
TOTAL						81.50
Bill Pmt -Check	04/27/2022	23475	BROWNSTEIN HYATT FARBER SCHRECK		1012 - Bank of America Gen'l Ckg	
Bill	03/31/2022	886912		886912	6078 - BHFS Legal - Miscellaneous	51,014.25
				03/18/22 Mileage/Parking Expense - Herrema	6078 - BHFS Legal - Miscellaneous	71.75
Bill	03/31/2022	886913		886913	6073 - BHFS Legal - Personnel Matters	1,291.95
Bill	03/31/2022	886914		886914	6907.34 - Santa Ana River Water Rights	612.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2022

Financial Report - B1

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	03/31/2022	886915		886915	6275 · BHFS Legal - Advisory Committee	445.50
Bill	03/31/2022	886916		886916	6375 · BHFS Legal - Board Meeting	4,338.90
				Mileage/Parking Expense-Herrema	6375 · BHFS Legal - Board Meeting	71.75
Bill	03/31/2022	886917		886917	8375 · BHFS Legal - Appropriative Pool	594.00
Bill	03/31/2022	886918		886918	8475 · BHFS Legal - Agricultural Pool	594.00
Bill	03/31/2022	886919		886919	8575 · BHFS Legal - Non-Ag Pool	594.00
Bill	03/31/2022	886920		886920	6071 · BHFS Legal - Court Coordination	23,665.50
Bill	03/31/2022	886921		886921	6072 · BHFS Legal - Rules & Regs	189.00
Bill	03/31/2022	886922		886922	6077 · BHFS Legal - Party Status Maint	297.00
Bill	03/31/2022	886923		886923	6907.41 · Prado Basin Habitat Sustain	466.65
Bill	03/31/2022	886924		886924	6907.47 · 2020 Safe Yield Reset	2,116.80
TOTAL						86,363.05
Bill Pmt -Check	04/27/2022	23476	WEST YOST		1012 · Bank of America Gen'l Ckg	
Bill	03/31/2022	2048760		2048760	6906.31 · OBMP-Pool, Adv. Board Mtgs	3,786.00
Bill	03/31/2022	2048761		2048761	6906.32 · OBMP-Other General Meetings	2,688.25
Bill	03/31/2022	2048762		2048762	6906.71 · OBMP-Data Req.-CBWM Staff	2,477.25
Bill	03/31/2022	2048763		2048763	6906.72 · OBMP-Data Req.-Non CBWM Staff	1,216.75
Bill	03/31/2022	2048764		2048764	6906.23 · SGMA Reporting Requirements	992.25
Bill	03/31/2022	2048765		2048765	6906 · OBMP Engineering Services	3,678.00
Bill	03/31/2022	2048766		2048766	6906.24 · Compliance-SWRCB	4,230.00
Bill	03/31/2022	2048767		2048767	6906.15 · Integrated Model Mtgs-IEUA Cost	1,585.50
Bill	03/31/2022	2048768		2048768	7103.3 · Grdwtr Qual-Engineering	4,330.00
Bill	03/31/2022	2048769		2048769	7104.3 · Grdwtr Level-Engineering	23,766.24
Bill	03/31/2022	2048770		2048770	7107.2 · Grd Level-Engineering	5,598.09
Bill	03/31/2022	2048771		2048771	7107.2 · Grd Level-Engineering	5,642.50
Bill	03/31/2022	2048772		2048772	7107.2 · Grd Level-Engineering	807.00
				Guida Surveying	7107.6 · Grd Level-Contract Svcs	20,660.24
Bill	03/31/2022	2048773		2048773	7108.31 · Hydraulic Control - PBHSP	18,854.00
Bill	03/31/2022	2048774		2048774	7110.3 · Ag Prod. & Estimation-Eng. Serv	1,561.75
Bill	03/31/2022	2048775		2048775	7202.2 · Engineering Svc	493.75
Bill	03/31/2022	2048776		2048776	7303 · PE3&5-Engineering	1,110.00
Bill	03/31/2022	2048777		2048777	7402 · PE4-Engineering	6,011.50
Bill	03/31/2022	2048778		2048778	7402.10 · PE4 - Northwest MZ1 Area Proj.	1,992.00
Bill	03/31/2022	2048779		2048779	7402 · PE4-Engineering	3,808.75
Bill	03/31/2022	2048780		2048780	7502 · PE6&7-Engineering	36,691.25
Bill	03/31/2022	2048781		2048781	7510 · PE6&7-IEUA Salinity Mgmt. Plan	4,836.00
Bill	03/31/2022	2048782		2048782	7614 · PE8&9-Develop S&R Master Plan	76,959.25
Bill	03/31/2022	2048783		2048783	6906.14 · Modeling for WSIP-100% IEUA	12,187.00
Bill	03/31/2022	2048784		2048784	7508 · HC Mitigation Plan-50% IEUA	18,361.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2022

Type	Date	Num	Name	Memo	Account	Paid Amount
TOTAL						264,324.32
					Total Disbursements:	<u>676,108.87</u>



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 23, 2022
TO: Board Members
SUBJECT: VISA Check Detail Report - Financial Report B2 (April 30, 2022)
(Consent Calendar Item I.B.2.)

SUMMARY

Issue: Record of VISA credit card payment disbursed for the month of April 2022. [Normal Course of Business]

Recommendation: Receive and file VISA Check Detail Report for April 2022 as presented.

Financial Impact: Funds disbursed were included in the FY 2021/22 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 23, 2022: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – June 9, 2022: Received and filed

Non-Agricultural Pool – June 9, 2022: Moved unanimously to receive and file, without approval

Agricultural Pool – June 9, 2022: Received and filed

Advisory Committee – June 16, 2022: Received and filed

Watermaster Board – June 23, 2022:

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 2022 was \$0.00 since the actual payment was issued during the month of May 2022. The payment was processed in the amount of \$5,378.61 (by ACH payment dated May 4, 2022). The monthly charges for April 2022 of \$5,378.61 were for routine and customary expenditures and properly documented with receipts.

ATTACHMENTS

1. Financial Report – B2

CHINO BASIN WATERMASTER
VISA Check Detail Report
April 2022

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	05/04/2022	ACH 050422	BANK OF AMERICA	XXXX-XXXX-XXXX-4026	1012 · Bank of America Gen'l Ckg	
Bill	05/04/2022	XXXX-XXXX-XXXX-4026		Down payment on Switch upgrade	6055 · Computer Hardware	972.84
				Reg. 4/13/22 ISMAR11 Seminar - JN/AN/ETF/PK	6193.2 · Conference - Registration Fee	1,320.00
				Miscellaneous office supplies	6031.7 · Other Office Supplies	21.68
				Miscellaneous office supplies	6031.7 · Other Office Supplies	93.98
				3/18/22 Board Workshop prep meeting	6312 · Meeting Expenses	188.87
				Miscellaneous office supplies	6031.7 · Other Office Supplies	40.83
				Miscellaneous office supplies	6031.7 · Other Office Supplies	1,121.08
				New employee search	6016 · New Employee Search Costs	144.00
				New employee search	6016 · New Employee Search Costs	49.95
				New employee search	6016 · New Employee Search Costs	99.90
				Miscellaneous office supplies	6031.7 · Other Office Supplies	46.04
				Miscellaneous office supplies	6031.7 · Other Office Supplies	15.06
				Software purchase - Kahoot	6054 · Computer Software	61.80
				Miscellaneous office supplies	6031.7 · Other Office Supplies	169.48
				Miscellaneous office supplies	6031.7 · Other Office Supplies	53.24
				Transcript for 2/04/22 court hearing	6046 · Legal Publications/Services	121.00
				New employee search	6016 · New Employee Search Costs	144.00
				Tablet purchase	6055 · Computer Hardware	521.19
				Uber - P. Kavounas will reimburse	6174 · Public Transportation	18.16
				Uber - P. Kavounas will reimburse	6174 · Public Transportation	18.03
				P. Kavounas mtg w/IEUA	8312 · Meeting Expenses	106.35
				P. Kavounas mtg w/CVWD, City of Pomona	8312 · Meeting Expenses	51.13
					Total Disbursements:	<u>5,378.61</u>

TOTAL



CHINO BASIN WATERMASTER

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Tel: 909.484.3888 Fax: 909.484.3890 www.cbwm.org

PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: June 23, 2022
TO: Board Members
SUBJECT: Combining Schedule of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2021 through April 30, 2022 - Financial Report B3 (April 30, 2022) (Consent Calendar Item I.B.3.)

SUMMARY

Issue: Record of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2021 through April 30, 2022. [Normal Course of Business]

Recommendation: Receive and file Combining Schedule of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2021 through April 30, 2022 as presented.

Financial Impact: Funds disbursed were included in the FY 2021/22 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 23, 2022: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – June 9, 2022: Received and filed

Non-Agricultural Pool – June 9, 2022: Moved unanimously to receive and file, without approval

Agricultural Pool – June 9, 2022: Received and filed

Advisory Committee – June 16, 2022: Received and filed

Watermaster Board – June 23, 2022:

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, 2021 through April 30, 2022 is provided to keep all members apprised of the FY 2021/22 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 22.0, 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, 2021 THROUGH APRIL 30, 2022

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 2021-2022
		APPROPRIATIVE POOL	AG POOL	NON-AG POOL						
Administrative Revenues:										
Administrative Assessments			7,874,866	835,000	330,844				9,040,710	7,496,877
Interest Revenue			17,755	954	319				19,028	106,125
Mutual Agency Project Revenue	177,430								177,430	177,430
Miscellaneous Income	525								525	0
Total Revenues	177,955	-	7,892,622	835,954	331,163	-	-	-	9,237,693	7,780,432
Administrative & Project Expenditures:										
Watermaster Administration	1,954,112								1,954,112	1,846,194
Watermaster Board-Advisory Committee	170,221								170,221	245,485
Ag Pool Legal Services - Ag Fund ¹				259,284					259,284	-
Pool Administration			184,086	65,354	56,014				305,453	411,698
Optimum Basin Mgmt Administration	558,838								558,838	1,480,696
OBMP Project Costs	3,736,373								3,736,373	4,604,371
Debt Service	529,029								529,029	529,029
Basin Recharge Improvements	-								-	1,693,292
Total Administrative/OBMP Expenses	2,124,333	4,824,240	184,086	65,354	56,014	-	-	-	7,513,310	10,810,765
Net Administrative/OBMP Expenses	(1,946,378)	(4,824,240)								
Allocate Net Admin Expenses To Pools	1,946,378		1,446,375	423,228	76,774				-	
Allocate Net OBMP Expenses To Pools		4,295,211	3,191,819	933,969	169,424				-	
Allocate Debt Service to App Pool		529,029	529,029						-	
Allocate Basin Recharge to App Pool		-	-						-	
Agricultural Expense Transfer*			1,422,551	(1,422,551)					-	
Total Expenses			6,773,859	259,284	302,212	-	-	-	7,513,310	10,810,765
Net Administrative Income			1,118,763	576,670	28,951	-	-	-	1,724,383	(3,030,333)
Other Income/(Expense)										
Replenishment Water Assessments						1,693,689.37			1,693,689	0
Desalter Replenishment Obligation									-	0
Exhibit "G" Non-Ag Pool Water			-						-	0
RTS Charges from IEUA						(35,030.19)			(35,030)	0
Interest Revenue						1,653.55			1,654	0
MWD Water Purchases									-	0
Non-Ag Stored Water Purchases									-	0
Exhibit "G" Non-Ag Pool Water			-						-	0
Groundwater Replenishment									-	0
LAIF - Fair Market Value Adjustment									-	0
Gain on Sale of Assets									-	0
AP Escrow Account - Refunds to AP						(161,070)			(161,070)	0
AP Escrow Account - Interest Earned						146			146	0
Refund-Basin O&M Expenses			(139,913)		(5,471)				(145,384)	0
Refund-Recharge Debt Service			(156,259)						(156,259)	0
Funding To/(From) Reserves									-	(86,504)
Net Other Income/(Expense)			(296,172)	-	(5,471)	(160,924)	1,660,312.73	-	1,197,745	(86,504)
Net Transfers To/(From) Reserves	2,922,128		822,590	576,670	23,480	(160,924)	1,660,312.73	-	2,922,128	(2,943,829)
	0									
Net Assets, July 1, 2021			8,924,389	127,547	128,927	161,296	(19,271.79)	829	(443,445)	8,880,272
Net Assets, End of Period			9,746,979	704,216	152,407	372	1,641,040.94	829	(443,445)	11,802,400
Ag Pool Assessments Outstanding ²				(586,852)						
Ag Pool Fund Balance				117,364						
20/21 Assessable Production			73,423.920	21,484.815	3,897.385				98,806.120	
20/21 Production Percentages			74.311%	21.744%	3.944%				100.000%	

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

Note ¹ - Agricultural Pool Legal Services for July 2021 through April 2022

N:\Administration\Meetings - Agendas & Minutes\2022\Staff Reports\06 - June\Board\20220616 - B3 Combining Schedule_April 2022 -- ATTA\ Note ² - Outstanding balance of Agricultural Pool Special Assessments for \$200,000 is \$121,504.22 and \$635,000 invoicing is \$465,347.97



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 23, 2022

TO: Board Members

SUBJECT: Treasurer's Report of Financial Affairs for the Period April 1, 2022 through April 30, 2022 - Financial Report B4 (April 30, 2022) (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, 2022 through April 30, 2022. [Normal Course of Business]

Recommendation: Receive and file Treasurer's Report of Financial Affairs for the Period April 1, 2022 through April 30, 2022 as presented.

Financial Impact: Funds disbursed were included in the FY 2021/22 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 23, 2022: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – June 9, 2022: Received and filed

Non-Agricultural Pool – June 9, 2022: Moved unanimously to receive and file, without approval

Agricultural Pool – June 9, 2022: Received and filed

Advisory Committee – June 16, 2022: Received and filed

Watermaster Board – June 23, 2022:

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, 2022 through April 30, 2022 is provided to keep all members apprised of the total cash in banks (Bank of America, LAIF, and CalTRUST); 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 22.0, 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, 2022 THROUGH APRIL 30, 2022**

Financial Report - B4

DEPOSITORIES:

Cash on Hand - Petty Cash		\$	500
Bank of America			
Governmental Checking-Demand Deposits	\$	571,358	
Zero Balance Account - Payroll	-		571,358
Restricted Funds - AP Escrow			5,390
Trust Account - County of San Bernardino			-
Local Agency Investment Fund - Sacramento			11,866,580
TOTAL CASH IN BANKS AND ON HAND	4/30/2022		\$ 12,443,827
TOTAL CASH IN BANKS AND ON HAND	3/31/2022		12,982,660

PERIOD INCREASE (DECREASE) \$ (538,833)

CHANGE IN CASH POSITION DUE TO:

Decrease/(Increase) in Assets: Accounts Receivable		\$	63,711
Assessments Receivable			(454,674)
Prepaid Expenses, Deposits & Other Current Assets			1
(Decrease)/Increase in Liabilities: Accounts Payable			115,334
Accrued Payroll, Payroll Taxes & Other Current Liabilities			(49,407)
Long Term Liabilities			3,794
Transfer to/(from) Reserves			(217,592)

PERIOD INCREASE (DECREASE) \$ (538,833)

SUMMARY OF FINANCIAL TRANSACTIONS:

	Petty Cash	Govt'l Checking Demand	Zero Balance Account Payroll	Restricted Funds AP Escrow	Local Agency Investment Funds	Totals
Balances as of 3/31/2022	\$ 500	\$ 370,809	\$ -	\$ 5,389	\$ 12,605,962	\$ 12,982,660
Deposits	-	876,658	-	1	10,617	887,276
Transfers	-	(151,707)	(92,335)	-	(750,000)	(994,041)
Withdrawals/Checks	-	(524,402)	92,335	-	-	(432,067)
Balances as of 4/30/2022	\$ 500	\$ 571,358	\$ -	\$ 5,390	\$ 11,866,580	\$ 12,443,827
PERIOD INCREASE OR (DECREASE)	\$ -	\$ 200,549	\$ -	\$ 1	\$ (739,383)	\$ (538,833)

**CHINO BASIN WATERMASTER
TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE PERIOD
APRIL 1, 2022 THROUGH APRIL 30, 2022**

Financial Report - B4

INVESTMENT TRANSACTIONS

Effective Date	Transaction	Depository	Activity	Redeemed	Days to Maturity	Interest Rate(*)	Maturity Yield
4/15/2022	Interest Earned		10,617				
4/22/2022	Withdrawal		(750,000)				
TOTAL INVESTMENT TRANSACTIONS			\$ (739,383)	\$0			

* The earnings rate for L.A.I.F. is a daily variable rate; 0.32% was the effective yield rate at the Quarter ended March 31, 2022.

**INVESTMENT STATUS
April 30, 2022**

<u>Financial Institution</u>	<u>Principal Amount</u>	<u>Number of Days</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
Local Agency Investment Fund	\$ 11,866,580			
TOTAL INVESTMENTS	\$ 11,866,580			

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

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

Respectfully submitted,



Joseph S. Joswiak
Chief Financial Officer



CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: June 23, 2022

TO: Board Members

SUBJECT: Budget vs. Actual Report for the Period July 1, 2021 through April 30, 2022 -
Financial Report B5 (April 30, 2022) (Consent Calendar Item I.B.5.)

SUMMARY

Issue: Record of revenues and expenses of Watermaster for the Period of July 1, 2021 through April 30, 2022. [Normal Course of Business]

Recommendation: Receive and file Budget vs. Actual Report for the Period July 1, 2021 through April 30, 2022 as presented.

Financial Impact: Funds disbursed were included in the FY 2021/22 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 23, 2022: Receive and File (Normal Course of Business)

ACTIONS:

Appropriative Pool – June 9, 2022: Received and filed

Non-Agricultural Pool – June 9, 2022: Moved unanimously to receive and file, without approval

Agricultural Pool – June 9, 2022: Received and filed

Advisory Committee – June 16, 2022: Received and filed

Watermaster Board – June 23, 2022:

*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, 2021 through April 30, 2022 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 22.0, 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 2022

Year-To-Date (YTD) for the ten months ending April 30, 2022, all but two categories were at or below the projected budget.

The categories over budget were: (1) the Administration Salary/Benefits expenses (6010's) which were over budget by \$154,922 or 14.9% as a result of increased staff time and activities in the administrative functions; and (2) Watermaster Legal Services (6070s) were over budget by \$249,770 or 91.1% as a result of increased activities in the areas of Court Coordination; Rules and Regulations; the unbudgeted expenses for the Ely 3 Basin Investigation; and miscellaneous legal expenses during the last ten months. Please note that the overage for BHFS is only in the administrative section, not the entire consolidated BHFS budget.

For the majority of the expense categories within the Watermaster budget for FY 2021/22, 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 2021/22 at the current time.

Overall, the Watermaster (YTD) Actual Expenses were \$3,003,884 or 28.6% below the (YTD) Budgeted Expenses of \$10,517,195.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

November 2021:

Budget Amendment A-21-11-01 in the amount of \$86,504 was approved by the Advisory Committee and the Board on November 18, 2021. The account increased with the Budget Amendment was the Support Implementation of the Safe Yield Court Order (account 7614) which was increased from \$285,188 to \$371,692 to perform the Safe Yield Reset Methodology Update. The Budget Amendment A-21-11-01 increased the total Watermaster "Amended" budget from \$7,780,432 to \$7,866,936. The amount of \$86,504 was not included within the FY 2021/22 Assessment invoicing. The funding for the amount of \$86,504 will be an allocation from the OBMP Reserve Fund which currently is \$757,602. After the allocation of \$86,504 the OBMP Reserve Fund will be \$671,098.

October 2021:

Budget Amendment A-21-10-01 in the amount of \$72,000 was approved by the Advisory Committee on October 21, 2021 and approved by the Board on October 28, 2021. The account increased with the Budget Amendment was the Hydraulic Control-Mitigation Plan-50% IEUA (TO No. 6) (account 7508) which was increased by \$72,000 to include the Proposal to Prepare an Updated Plan for Mitigation of Temporary Loss of Hydraulic Control of the Chino Basin (Task Order No. 6). The Budget Amendment A-21-10-01 increased the total Watermaster "Amended" budget from \$7,708,432 to \$7,780,432.

July 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

The "Original" Approved budget for FY 2021/22 of \$7,276,213 was adopted by the Watermaster Board on May 27, 2021. Budget Amendment A-21-07-01 in the amount of \$147,031 and Budget Amendment A-21-07-02 in the amount of \$276,761 was adopted by the Watermaster Board on July 22, 2021. Budget Amendment A-21-08-01 in the amount of \$8,427 was approved by the Advisory Committee on August 19, 2021. The accounts increased with the Budget Amendments were the OBMP-Northwest MZ-1 Area Project (7402.1) increased by \$147,031; and the Safe Yield Reset Methodology Evaluation (7614) increased by \$285,188.

During the month of July 2021, the "Carry Over" funding was calculated. The Total "Carry Over" funding amount of \$2,943,828.87 has been posted to the general ledger accounts. The total amount of \$2,943,828.87 consisted of \$1,693,292.20 from Capital Improvement Projects, \$573,765.00 from Engineering Services, \$374,114.56 from OBMP Activities, \$207,566.95 from Pool Funding Accounts, and \$95,090.16 from Administration Services. More detailed information is provided regarding this issue under the "Carry Over" Funding section.

The "Amended" Budget for FY 2021/22 is \$10,652,260.87 which includes \$2,943,828.87 for the prior years "Carry Over" funding.

SALARIES EXPENSE

CURRENT MONTH – APRIL 2022

As of April 30, 2022, the total (YTD) Watermaster salary expenses were \$35,919 or 1.9% above the (YTD) budgeted amount of \$1,881,833. The overall staffing budget was developed with a staffing level of ten Full-Time Equivalents (FTE's), which is the current staffing level. The recruitment process to hire an Executive Assistant II/Board Clerk was completed on May 31, 2022 with a new employee starting on that day.

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

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 2021/22 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 \$152,210 or 16.2%; Watermaster Staff Overtime (account 6011.1) above budget by \$10,505 or 105.1%; Watermaster Board-WM Staff Salaries (account 6301) above budget by \$6,277 or 15.4%; Appropriative Pool-WM Staff Salaries (account 8301) above budget by \$2,680 or 7.1%; Groundwater Level-WM Staff Salaries (account 7104.1) above budget by \$18,428 or 31.0%; Comprehensive Recharge-WM Staff Salaries (account 7201) above budget by \$9,352 or 20.0%; PE 6&7 (account 7501) above budget by \$7,550 or 137.6%; and PE8&9-WM Staff Salaries (account 7601) above budget by \$7,045 or 34.2%.

The table summarizes the Year-To-Date (YTD) Actual Watermaster salary costs compared to the Year-To-Date (YTD) Budget as of April 30, 2022. Please be advised that the "\$ Over Budget" and the "% of Budget"

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

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 '21 - Apr '22 Actual	Jul '21 - Apr '22 Budget	\$ Over Budget	% of Budget	FY 2021/22 Annual Budget
WM Salary Expense					
6011 - WM Staff Salaries	1,094,028.24	941,818.00	152,210.24	116.16%	1,128,445.00
6011.1 - WM Staff Salaries - Overtime	20,505.01	10,000.00	10,505.01	205.05%	12,000.00
6011.4 - 457(f) NQDC Plan	30,054.48	29,426.00	628.48	102.14%	35,312.00
6017 - Temporary Services	31,203.28	42,000.00	-10,796.72	74.29%	42,000.00
6201 - Advisory Committee - WM Staff Salaries	22,977.53	25,569.00	-2,591.47	89.87%	30,636.00
6301 - Watermaster Board - WM Staff Salaries	46,968.37	40,691.00	6,277.37	115.43%	48,754.00
8301 - Appropriative Pool - WM Staff Salaries	40,374.50	37,695.00	2,679.50	107.11%	45,164.00
8401 - Agricultural Pool - WM Staff Salaries	19,241.20	32,100.00	-12,858.80	59.94%	38,461.00
8501 - Non-Agricultural Pool - WM Staff Salaries	14,371.80	22,197.00	-7,825.20	64.75%	26,596.00
6901 - OBMP - WM Staff Salaries	122,973.90	166,632.00	-43,658.10	73.8%	222,176.00
7101.1 - Production Monitor - WM Staff Salaries	59,570.07	85,097.00	-25,526.93	70.0%	101,960.00
7102.1 - In-line Meter - WM Staff Salaries	0.00	10,155.00	-10,155.00	0.0%	12,167.00
7103.1 - Grdwater Quality - WM Staff Salaries	33,081.48	56,942.00	-23,860.52	58.1%	68,225.00
7104.1 - Grdwater Level - WM Staff Salaries	77,860.89	59,433.00	18,427.89	131.01%	71,210.00
7107.1 - GrdLevel Monitoring - WM Staff Salaries	998.71	6,119.00	-5,120.29	16.32%	7,332.00
7108.1 - Hydraulic Control - WM Staff Salaries	1,527.98	3,899.00	-2,371.02	39.19%	4,671.00
7108.11 - Prado Basin - WM Staff Salaries	422.27	5,804.00	-5,381.73	7.28%	6,954.00
7201 - Comp Recharge - WM Staff Salaries	56,125.40	46,773.00	9,352.40	120.0%	56,041.00
7301 - PE3&5 - WM Staff Salaries	2,569.82	15,448.00	-12,878.18	16.64%	18,509.00
7401 - PE4 - WM Staff Salaries	1,819.30	9,436.00	-7,616.70	19.28%	11,306.00
7501 - PE6&7 - WM Staff Salaries	13,037.20	5,487.00	7,550.20	237.6%	6,575.00
7501.1 - PE 6&7 - WM Staff Salaries (Plume)	0.00	5,419.00	-5,419.00	0.0%	6,493.00
7601 - PE8&9 - WM Staff Salaries	27,665.46	20,620.00	7,045.46	134.17%	24,705.00
Subtotal WM Staff Costs	1,717,376.89	1,678,760.00	38,616.89	102.3%	2,025,692.00
60185 - Vacation	90,116.53	78,271.00	11,845.53	115.13%	93,925.00
60186 - Sick Leave	49,562.44	52,000.00	-2,437.56	95.31%	62,400.00
60187 - Holidays	60,696.41	72,802.00	-12,105.59	83.37%	78,002.00
Subtotal WM Paid Leaves	200,375.38	203,073.00	-2,697.62	98.67%	234,327.00
Total WM Salary Costs	1,917,752.27	1,881,833.00	35,919.27	101.91%	2,260,019.00

PREVIOUSLY REPORTED ACTIONS (Descending Order)

March 2022:

With the overall salaries budget currently under budget as of March 2022 it is not expected that a Budget Amendment is currently required. As we get closer to the June 30th fiscal year-end, a Budget Amendment or Budget Transfer could be required. If a Budget Amendment is required, the funding would come from the Watermaster Administration Reserve which has a current available balance of \$117,514.88. A Budget Transfer could be used as of June 30, 2022 from other Administration accounts which are under budget.

January 2022:

On December 6, 2021 the newly created position of Executive Assistant/Board Clerk was filled, becoming the eleventh employee of Watermaster. Unfortunately, on February 2, 2022 that same employee left the employment of Watermaster. Watermaster is currently in the process of recruiting for a new Executive Assistant/Board Clerk. As noted above, the overall salaries budget is currently under budget as of January 2022 and it is not expected that a Budget Amendment is currently required to fund the new position. However, once the position is filled and we get closer to the June 30th fiscal year-end, a Budget Amendment may be required to fund the new position. If a Budget Amendment is required, the funding would come from the Watermaster Administration Reserve which has a current available balance of \$117,514.88.

October 2021:

On October 8, 2021, Vanessa Aldaz (Administrative Assistant) who has been with Watermaster since February 10, 2020, submitted her official notice of resignation effective Friday, October 22, 2021. On

Monday, October 25, 2021, Ruby Favela started her employment with Watermaster as the new Administrative Assistant.

July 2021:

For FY 2021/22 the amount of \$21,000 was "Carried-Over" from the previous fiscal year's budget under the category of Temporary Services (6017). This expense is currently being used to fund one temporary employee who is scanning documents into the SharePoint system for the ongoing records management project.

LEGAL SERVICES
BROWNSTEIN HYATT FARBER SCHRECK EXPENSES

CURRENT MONTH – APRIL 2022

As of April 30, 2022, 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 \$167,840 or 20.7% below the (YTD) budgeted amount of \$811,560.

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 2021/22. 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 \$972,845.

WATERMASTER ADMINISTRATIVE LEGAL SERVICES:

Overall, the Watermaster Administrative Legal Services expense (6070s) as of April 30, 2022 was \$249,770 or 91.1% above the budgeted amount of \$274,127. The specific items within the Administrative Legal Services expenses (6070s) which were over budget were Court Coordination expenses (6071) which were over budget by \$76,734 or 224.3%; Rules & Regulations expenses (6072) over budget by \$18,193 or 183.1%; Miscellaneous (6078) which were over budget by \$184,907 or 104.7%; and the Ely 3 Basin Investigation (6078.25) which were over budget by \$12,930 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 Personnel Matters (6073) which were under budget by \$3,615 or 36.5%; Interagency Issues (6074) under budget by \$32,811 or 99.4%; and Party Status Maintenance expenses (6077) under budget by \$6,567 or 63.0%.

WATERMASTER POOLS, ADVISORY AND BOARD LEGAL SERVICES:

The Pools, Advisory Committee and the Board meeting legal expenses from BHFS are captured by month within the accounts (6275, 6375, 6375.1, 8375, 8475 and 8575). The legal service costs associated with the Board Workshop(s) are also included as part of this group. Overall, this category of legal expenses as of April 30, 2022 was \$81,498 or 48.0% below the budgeted amount of \$169,955. Normal Brownstein Hyatt Farber Schreck meeting attendance during any given month includes attendance at all three pool meetings, one Advisory Committee meeting and one Board meeting.

The legal services budget was developed with the assumption of having eleven months of meetings, intentionally excluding the month of December 2021.

OBMP LEGAL SERVICES:

The OBMP legal expenses (accounts 6907.31 through 6907.90) were below the budget for the month. As of April 30, 2022, the category of OBMP legal expenses were \$336,112 or 91.5% below the budgeted amount of \$367,478. Within this category, there were no expenses over budget.

The table listed below summarizes the Brownstein Hyatt Farber Schreck (BHFS) expenses as of April 30, 2022 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 '21 - Apr '22 Actual	Jul '21 - Apr '22 Budget	\$ Over Budget	% of Budget	FY 2021/22 Annual Budget
6070 - Watermaster Legal Services					
6071 - BHFS Legal - Court Coordination	110,941.87	34,208.00	76,733.87	324.32%	41,050.00
6072 - BHFS Legal - Rules & Regulations	28,129.65	9,937.00	18,192.65	283.08%	11,925.00
6073 - BHFS Legal - Personnel Matters	6,284.70	9,900.00	-3,615.30	63.48%	9,900.00
6074 - BHFS Legal - Interagency Issues	189.00	33,000.00	-32,811.00	0.57%	39,600.00
6076 - BHFS Legal - Storage Issues	0.00	0.00	0.00	0.0%	0.00
6077 - BHFS Legal - Party Status Maintenance	3,849.50	10,416.00	-6,566.50	36.96%	12,500.00
6078 - BHFS Legal - Miscellaneous (Note 1)	361,572.54	176,666.00	184,906.54	204.66%	212,000.00
6078.25 - BHFS - Ely 3 Basin Investigation	12,929.74	0.00	12,929.74	100.0%	0.00
Total 6070 - Watermaster Legal Services	523,897.00	274,127.00	249,770.00	191.12%	326,975.00
6275 - BHFS Legal - Advisory Committee	7,273.50	19,800.00	-12,526.50	36.74%	24,200.00
6375 - BHFS Legal - Board Meeting	54,950.50	63,180.00	-8,229.50	86.98%	77,220.00
6375.1 - BHFS Legal - Board Workshop(s)	0.00	12,725.00	-12,725.00	0.0%	12,725.00
8375 - BHFS Legal - Appropriate Pool	8,921.50	24,750.00	-15,828.50	36.05%	30,250.00
8475 - BHFS Legal - Agricultural Pool	8,656.00	24,750.00	-16,094.00	34.97%	30,250.00
8575 - BHFS Legal - Non-Ag Pool	8,656.00	24,750.00	-16,094.00	34.97%	30,250.00
Total BHFS Legal Services	88,457.50	169,955.00	-81,497.50	52.05%	204,895.00
6907.3 - WM Legal Counsel					
6907.31 - Archibald South Plume	0.00	9,146.00	-9,146.00	0.0%	10,975.00
6907.32 - Chino Airport Plume	0.00	9,146.00	-9,146.00	0.0%	10,975.00
6907.33 - Desalter/Hydraulic Control	1,278.00	28,084.00	-26,806.00	4.55%	33,700.00
6907.34 - Santa Ana River Water Rights	1,719.00	15,625.00	-13,906.00	11.0%	18,750.00
6907.36 - Santa Ana River Habitat	2,227.50	22,792.00	-20,564.50	9.77%	27,350.00
6907.38 - Reg. Water Quality Cntrl Board	396.00	40,708.00	-40,312.00	0.97%	48,850.00
6907.39 - Recharge Master Plan	1,563.50	10,416.00	-8,852.50	15.01%	12,500.00
6907.40 - Storage Agreements	0.00	42,958.00	-42,958.00	0.0%	51,550.00
6907.41 - Prado Basin Habitat Sustainability	1,344.15	10,416.00	-9,071.85	12.91%	12,500.00
6907.42 - Safe Yield Recalculation	0.00	0.00	0.00	0.0%	0.00
6907.44 - SGMA Compliance	346.50	7,500.00	-7,153.50	4.62% #	9,000.00
6907.45 - OBMP Update	0.00	68,250.00	-68,250.00	0.0% #	81,900.00
6907.46 - Upper SAR Integrated Model	0.00	0.00	0.00	0.0% #	0.00
6907.47 - 2020 Safe Yield Reset	22,491.20	33,500.00	-11,008.80	67.14% #	40,200.00
6907.48 - Ely Basin Investigation	0.00	40,708.00	-40,708.00	0.0% #	48,850.00
6907.90 - WM Legal Counsel - Unanticipated	0.00	28,229.00	-28,229.00	0.0%	33,875.00
Total 6907 - WM Legal Counsel	31,365.85	367,478.00	-336,112.15	8.54%	440,975.00
Total Brownstein, Hyatt, Farber, Schreck Costs	643,720.35	811,560.00	-167,839.65	79.32%	972,845.00

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) CEQA review and compliance; (10) Desalter Replenishment obligations, assessment methodologies, and ongoing issues; (11) Master Cost Sharing Agreement with IEUA; (12) Estimation and adoption of an evaporative loss policy for Recharge; (13) Right of Entry Agreements for various locations; (14) Payment of Ag Legal Fees; (15) Ag Invoices; and (16) Miscellaneous legal research on current and pending issues.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

August 2021:

There were no meetings held during the month of August 2021. The legal services budget was developed with the assumption of having eleven months of meetings, intentionally excluding the month of December 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

OBMP ENGINEERING SERVICES AND LEGAL COSTS

CURRENT MONTH – APRIL 2022

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, 2022, the actual expenses of \$506,770 were below the budgeted amount of \$1,104,109 by \$597,339 or 54.1%. For a detailed discussion, the following is provided.

For April 30, 2022, the accounts 6901-6903 (Optimum Basin Mgmt. Program) section was below the Year-To-Date (YTD) budget by \$45,582 or 22.7%. Watermaster utilizes an in-house database time and attendance system to record and document staff's actual hours worked and also allocates those hours to a specific project or activity. Watermaster staff time could be charged to Administrative, OBMP, or Implementation Project categories. Recently, Watermaster staff spent less time on specific OBMP related areas as budgeted. As a result, Watermaster staff allocated less actual time to the OBMP project as budgeted, which resulted in an under-budget variance of \$50,708 or 27.3%. The remaining expense was the Santa Ana Watershed Project Authority (SAWPA) FY 2020/21 Basin Monitoring Program Task Force Contribution which was budgeted at \$15,032 and actual expenses were \$20,158 or \$5,126 or 34.1% above budget as of April 30, 2022.

For April 30, 2022, the accounts 6906 (Optimum Basin Mgmt. Program Engineering Services) section was below the Year-To-Date (YTD) budget by \$194,413 or 38.0%. The majority of expenses within this OBMP category were under budget (YTD), however, the accounts over budget were the OBMP-Watermaster Model Update (6906.1) which were over budget by \$3,331 or 23.6%; Water Rights Compliance Reporting expenses (6906.22) which were over budget by \$2,987 or 19.9%; SGMA Reporting Requirements (6906.23) which were over budget by \$695 or 5.3%; and the OBMP-Engineering Services-Other expenses (6906) which were over budget by \$8,955 or 25.6%. Within the 6906 categories, two accounts had funding "Carried-Over" from the previous fiscal year. The OBMP-Watermaster Model Update expenses (6906.1) had \$9,000 brought forward from the previous year and the Integrated Model Meetings-IEUA Costs expenses (6906.15) had \$14,594 brought forward from the previous year. These two amounts are included in the FY 2021/22 budget.

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, there were no line item activities above the budget. The individual legal projects/activities that were below budget for the Year-To-Date (YTD) period were the Archibald South Plume of \$9,146; the Chino Airport Plume of \$9,146; the Desalter/Hydraulic Control of \$26,806; Santa Ana River Water Rights of \$13,906; the Santa Ana River Habitat of \$20,564; the Regional Water Quality Control Board of \$40,312; the Recharge Master Plan expenses of \$8,853; Storage Agreements of \$42,958; the Prado Basin Habitat Sustainability of \$9,072; SGMA Compliance of \$7,153; the OBMP Update of \$68,250; the 2020 Safe Yield Reset of \$11,009; the Ely Basin Investigation expenses of \$40,708; and the WM Unanticipated legal expenses of \$28,229. For the ten months ended April 30, 2022, the overall cumulative (YTD) budget was \$367,478 and the actual (BHFS) legal expenses totaled \$31,366 which resulted in an under-budget variance of \$336,112 or 91.5%.

The OBMP Update Costs (6908.1) were below the budget for the month. These expenses relate to the OBMP Update costs for the contract between Tom Dodson and Associates and CBWM to procure environmental review services for the 2020 OBMP Update. The contract had a remaining amount available of \$17,065 as of the year-ended June 30, 2021 and that amount was "Carried-Over" into the FY 2021/22 budget. The budget has a remaining balance as of April 30, 2022 of \$17,065.

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, 2022, this category of expenses was \$4,167 or 54.2% below the budgeted amount of \$7,686.

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Overall, the Optimum Basin Management Program (OBMP) category was \$506,770 actual (YTD) compared to a budget (YTD) of \$1,104,109 for an under budget of \$597,339 or 54.1% as of April 30, 2022.

The table listed below summarizes the Optimum Basin Management Program (OBMP) expenses as of April 30, 2022 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 '21 - Apr '22 Actual	Jul '21 - Apr '22 Budget	\$ Over Budget	% of Budget	FY 2021/22 Annual Budget
6900 - Optimum Basin Mgmt Plan					
6901 - WM Staff Salaries	134,723.90	185,432.00	-50,708.10	72.65%	222,176.00
6903 - OBMP SAWPA Group	20,158.00	15,032.00	5,126.00	134.1%	15,032.00
Total 6901-6903 - OBMP WM Staff/SAWPA	154,881.90	200,464.00	-45,582.10	77.26%	237,208.00
6906 - OBMP Engineering Services					
6906.1 - OBMP - Watermaster Model Update	17,425.00	14,094.00	3,331.00	123.63%	15,112.00
6906.15 - Integrated Model Mtgs. - IEUA Costs	12,702.00	40,660.00	-27,958.00	31.24%	45,874.00
6906.21 - State of the Basin Report	0.00	0.00	0.00	0.0%	0.00
6906.22 - Water Rights Compliance Reporting	17,973.25	14,986.00	2,987.25	119.93%	17,984.00
6906.23 - SGMA Reporting Requirements	13,692.50	12,998.00	694.50	105.34%	15,598.00
6906.24 - Compliance - SB88 and SWRCB	7,225.75	10,170.00	-2,944.25	71.05%	12,204.00
6906.26 - 2020 OBMP Update	0.00	0.00	0.00	0.0%	0.00
6906.31 - OBMP - Pool, Advisory, Board Mtgs.	39,808.50	90,000.00	-50,191.50	44.23%	108,000.00
6906.32 - OBMP - Other General Meetings	62,481.33	64,278.00	-1,796.67	97.21%	77,134.00
6906.71 - OBMP - Data Requests - CBWM Staff	68,736.26	110,890.00	-42,153.74	61.99%	133,068.00
6906.72 - OBMP - Data Requests - Non CBWM	23,923.75	41,740.00	-17,816.25	57.32%	50,088.00
6906.73 - OBMP - Safe Yield Recalculation	0.00	0.00	0.00	0.0%	0.00
6906.74 - OBMP - Mat'l Phy. Injury Requests	156.00	64,498.00	-64,342.00	0.24%	77,398.00
6906.81 - Prepare Annual Reports	9,009.75	12,188.00	-3,178.25	73.92%	14,626.00
6906 - OBMP Engineering Services - Other	43,869.00	34,914.00	8,955.00	125.65%	41,896.00
Total 6906 - OBMP Engineering Services	317,003.09	511,416.00	-194,412.91	61.99%	608,982.00
6907 - OBMP Legal Fees					
6907.3 - WM Legal Counsel					
6907.31 - Archibald South Plume	0.00	9,146.00	-9,146.00	0.0%	10,975.00
6907.32 - Chino Airport Plume	0.00	9,146.00	-9,146.00	0.0%	10,975.00
6907.33 - Desalter/Hydraulic Control	1,278.00	28,084.00	-26,806.00	4.55%	33,700.00
6907.34 - Santa Ana River Water Rights	1,719.00	15,625.00	-13,906.00	11.0%	18,750.00
6907.36 - Santa Ana River Habitat	2,227.50	22,792.00	-20,564.50	9.77%	27,350.00
6907.38 - Reg. Water Quality Cntrl Board	396.00	40,708.00	-40,312.00	0.97%	48,850.00
6907.39 - Recharge Master Plan	1,563.50	10,416.00	-8,852.50	15.01%	12,500.00
6907.40 - Storage Agreements	0.00	42,958.00	-42,958.00	0.0%	51,550.00
6907.41 - Prado Basin Habitat Sustainability	1,344.15	10,416.00	-9,071.85	12.91%	12,500.00
6907.44 - SGMA Compliance	346.50	7,500.00	-7,153.50	4.62%	9,000.00
6907.45 - OBMP Update	0.00	68,250.00	-68,250.00	0.0%	81,900.00
6907.46 - Upper SAR Integrated Model	0.00	0.00	0.00	0.0%	0.00
6907.47 - 2020 Safe Yield Reset	22,491.20	33,500.00	-11,008.80	67.14%	40,200.00
6907.48 - Ely Basin Investigation	0.00	40,708.00	-40,708.00	0.0%	48,850.00
6907.90 - WM Legal Counsel - Unanticipated	0.00	28,229.00	-28,229.00	0.0%	33,875.00
Total 6907 - WM Legal Counsel	31,365.85	367,478.00	-336,112.15	8.54%	440,975.00
Total 6907 - OBMP Legal Fees	31,365.85	367,478.00	-336,112.15	8.54%	440,975.00
6908 - OBMP Updates					
6908.1 - 2020 OBMP Update-Dodson & Assoc.	0.00	17,064.56	-17,064.56	0.0%	17,064.56
Total 6908 - OBMP Updates	0.00	17,064.56	-17,064.56	0.0%	17,064.56
6909 - OBMP Other Expenses					
6909.1 - OBMP Meetings	795.08	1,250.00	-454.92	63.61%	1,500.00
6909.3 - Other OBMP Expenses	2,724.00	2,270.00	454.00	120.0%	2,724.00
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	3,519.08	7,686.00	-4,166.92	45.79%	9,224.00
Total 6900 - Optimum Basin Mgmt Plan	506,769.92	1,104,108.56	-597,338.64	45.9%	1,313,453.56

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

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

CURRENT MONTH – APRIL 2022

As of April 30, 2022, the total (YTD) Engineering Services expenses were \$989,399 or 37.7% below the (YTD) budget amount of \$2,624,192. The OBMP Implementation Projects (consolidated accounts 7100s – 7700s) were all under budget of as of April 30, 2022 except for the Ground Water Quality-Engineering expenses (7103.3) which were over budget by \$1,663 or 0.9%; Ground Water Level-Engineering expenses (7104.3) which were over budget by \$7 or 0.004%; Ground Level-Engineering expenses (7107.2) which were over budget by \$3,846 or 7.0%; the Hydraulic Control-Lab Services expenses (7108.4) which were over budget by \$440 or 100%; and the PE6&7-Engineering expenses (7502) which were over budget by \$15,415 or 16.5%.

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.

As of March 31, 2022 the third quarter ECAC report for the current fiscal year shows a projected under budget at fiscal year-end June 30, 2022 of approximately \$213,810.

Watermaster does not plan to present any Budget Transfers or Budget Amendments 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, 2022. 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 '21 - Apr '22 Actual	Jul '21 - Apr '22 Budget	\$ Over Budget	% of Budget	FY 2021/22 Annual Budget
6906 - OBMP Engineering Services - Other	43,869.00	34,914.00	8,955.00	125.65%	41,896.00
6906.1 - OBMP - Watermaster Model Update	17,425.00	14,094.00	3,331.00	123.63%	15,112.00
6906.15 - Integrated Model Mtgs-IEUA Cost	12,702.00	40,660.00	-27,958.00	31.24%	45,874.00
6906.21 - State of the Basin Report	0.00	0.00	0.00	0.0%	0.00
6906.22 - Water Rights Compliance Reporting	17,973.25	14,986.00	2,987.25	119.93%	17,984.00
6906.23 - SGMA Reporting Requirements	13,692.50	12,998.00	694.50	105.34%	15,598.00
6906.24 - Compliance - SB88 and SWRCB	7,225.75	10,170.00	-2,944.25	71.05%	12,204.00
6906.26 - 2020 OBMP Update	0.00	0.00	0.00	0.0%	0.00
6906.31 - OBMP - Pool, Advisory, Board Mtgs.	39,808.50	90,000.00	-50,191.50	44.23%	108,000.00
6906.32 - OBMP - Other General Meetings	62,481.33	64,278.00	-1,796.67	97.21%	77,135.00
6906.71 - OBMP - Data Requests - CBWM Staff	68,736.26	110,890.00	-42,153.74	61.99%	133,068.00
6906.72 - OBMP - Data Requests - Non CBWM	23,923.75	41,740.00	-17,816.25	57.32%	50,088.00
6906.73 - OBMP - Safe Yield Recalculation	0.00	0.00	0.00	0.0%	0.00
6906.74 - OBMP - Mat'l Physical Injury Requests	156.00	64,498.00	-64,342.00	0.24%	77,398.00
6906.81 - Prepare Annual Reports	9,009.75	12,188.00	-3,178.25	73.92%	14,626.00
7103.3 - Grdwtr Qual-Engineering	179,404.43	177,741.00	1,663.43	100.94%	206,089.00
7103.5 - Grdwtr Qual-Lab Svcs	40,750.00	58,717.00	-17,967.00	69.4%	63,261.00
7104.3 - Grdwtr Level-Engineering	169,001.90	168,995.00	6.90	100.0%	202,793.00
7104.8 - Grdwtr Level-Contracted Services	0.00	8,334.00	-8,334.00	0.0%	10,000.00
7104.9 - Grdwtr Level-Capital Equipment	4,715.22	6,666.00	-1,950.78	70.74%	8,000.00
7107.2 - Grd Level-Engineering	58,463.60	54,618.00	3,845.60	107.04%	65,542.00
7107.3 - Grd Level-SAR Imagery	79,817.50	155,834.00	-76,016.50	51.22%	170,000.00
7107.6 - Grd Level-Contract Svcs	20,660.24	71,878.00	-51,217.76	28.74%	86,254.00
7107.8 - Grd Level-Capital Equipment	0.00	14,034.00	-14,034.00	0.0%	16,086.00
7108.3 - Hydraulic Control-Engineering	0.00	0.00	0.00	0.0%	0.00
7108.31 - Hydraulic Control-PBHSP	36,403.85	56,045.00	-19,641.15	64.96%	67,254.00
7108.4 - Hydraulic Control-Lab Svcs	440.00	0.00	440.00	100.0%	0.00
7108.41 - Hydraulic Control-PBHSP	0.00	0.00	0.00	0.0%	0.00
7108.6 - Hydraulic Control-Outside Professionals	4,500.00	4,500.00	0.00	100.0%	4,500.00
7109.3 - Recharge & Well - Engineering	15,635.75	27,674.00	-12,038.25	0.0%	33,208.00
7110.3 - Ag Production & Estimation - Eng. Serv.	22,215.25	54,538.00	-32,322.75	0.0%	56,910.00
7111.3 - Data Collection & Mgmt. - Eng. Services	2,531.25	16,798.00	-14,266.75	0.0%	20,158.00
7202.2 - Comp Recharge-Engineering Services	35,332.60	165,636.00	-130,303.40	21.33%	174,764.00
7206.1 - SB88 Specs-Compliance-50% IEUA	681.62	100,386.00	-99,704.38	0.68%	54,694.00
7210 - OBMP - 2023 RMPU	3,063.75	37,732.00	-34,668.25	8.12%	37,732.00
7303 - PE3&5-Engineering - Other	1,822.00	18,570.00	-16,748.00	9.81%	22,284.00
7402 - PE4-Engineering	71,335.00	116,505.00	-45,170.00	61.23%	139,806.00
7402.10 - PE4-MZ1 Pomona Project	90,617.50	199,368.00	-108,750.50	45.45%	236,127.00
7502 - PE6&7-Engineering	108,678.75	93,264.00	15,414.75	116.53%	111,916.00
7508 - HC Mitigation Plan-50% IEUA (TO #6)	50,100.49	56,000.00	-5,899.51	89.47%	72,000.00
7510 - PE6&7-IEUA Salinity Mgmt. Plan	36,624.19	73,975.00	-37,350.81	49.51%	73,975.00
7511 - PE6&7-SAWBMP Task Force-50% IEUA	0.00	22,005.00	-22,005.00	0.0%	26,405.00
7602 - PE8&9-Engineering	0.00	0.00	0.00	0.0%	0.00
7610 - PE8&9-Support 2020 Mgmt. Plan	0.00	43,220.00	-43,220.00	0.0%	43,220.00
7614 - OBMP-Support Imp. Safe Yield Court Order	284,994.96	309,743.00	-24,748.04	92.01%	371,692.00
Total Engineering Services Costs	1,634,792.94	2,624,192.00	-989,399.06	62.3%	2,983,653.00 *

* West Yost and Subcontractor Engineering Budget of \$2,409,888 plus Carryover Funds from FY 2020/21 of \$573,765.00
Carryover Funds from FY 2020/21 of \$573,765.00 = \$9,000 (6906.1); \$14,594 (6906.15); \$85,000 (7107.3); \$3,772 (7107.8); \$42,682 (7110.3);
\$120,000 (7202.2); \$54,694 (7206.1); \$37,732 (7210); \$89,096 (7402.10); \$73,975 (7510); and \$43,220 (7610)

PREVIOUSLY REPORTED ACTIONS (Descending Order)

March 2022:

The third quarter ECAC report for the current fiscal year shows a projected under budget at fiscal year-end June 30, 2022 of approximately \$213,810.

The Fiscal Year 2021/22 Progress and Estimated Cost at Completion for the Period July 1, 2021 through March 31, 2022 report from West Yost Associates is provided. Please access this link:

<https://cbwm.syncedtool.com/shares/file/s41niEO5KPE/?modal=1>

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

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

December 2021:

The second ECAC report for the current fiscal year shows a projected under budget at fiscal year-end June 30, 2022 of approximately \$256,400.

The Fiscal Year 2021/22 Progress and Estimated Cost at Completion for the Period July 1, 2021 through December 31, 2021 report from West Yost Associates is provided. Please access this link:

<https://cbwm.syncedtool.com/shares/file/o5jAbaPxdCk/?modal=1>

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

The third quarter (ECAC) report is scheduled for issuance and distribution in early May 2022 for the period July 1, 2021 through March 31, 2022.

November 2021:

Budget Amendment A-21-11-01 in the amount of \$86,504 was approved by the Advisory Committee and the Board on November 18, 2021. The Engineering Services account increased with the Budget Amendment was the Support Implementation of the Safe Yield Court Order (account 7614) which was increased from \$285,188 to \$371,692 to perform the Safe Yield Reset Methodology Update. The Budget Amendment A-21-11-01 increased the total West Yost "Amended" budget from \$2,323,384 to \$2,409,888 and in addition the Carry-Over funding of \$573,765 which brings the West Yost "Amended" budget to \$2,983,653. The amount of \$86,504 was not included within the FY 2021/22 Assessment invoicing. The funding for the amount of \$86,504 will be an allocation from the OBMP Reserve Fund which currently is \$757,602. After the allocation of \$86,504 the OBMP Reserve Fund will be \$671,098.

October 2021:

Budget Amendment A-21-10-01 in the amount of \$72,000 was approved by the Advisory Committee on October 21, 2021 and approved by the Board on October 28, 2021. The account increased with the Budget Amendment was the Hydraulic Control-Mitigation Plan-50% IEUA (TO No. 6) (account 7508) which was increased by \$72,000 to include the Proposal to Prepare an Updated Plan for Mitigation of Temporary Loss of Hydraulic Control of the Chino Basin (Task Order No. 6). The Budget Amendment A-21-10-01 increased the total West Yost "Amended" budget from \$2,251,384 to \$2,323,384 and in addition the Carry-Over funding of \$573,765 which brings the West Yost "Amended" budget to \$2,897,149.

September 2021:

The first ECAC report for the current fiscal year has been provided for the period ending September 30, 2021 and shows a projected under budget at fiscal year-end June 30, 2022 of \$80,942.

The Fiscal Year 2020/21 Progress and Estimated Cost at Completion for the Period July 1, 2021 through September 30, 2021 report from West Yost Associates is provided. Please access this link:

<https://cbwm.syncedtool.com/shares/file/us8be8WNibj/?modal=1>

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

July 2021:

The "Original" Approved budget for FY 2021/22 for Engineering Services was \$1,819,165. Budget Amendment A-21-07-01 in the amount of \$147,031 and Budget Amendment A-21-07-02 in the amount of \$276,761 were adopted by the Watermaster Board on July 22, 2021. Budget Amendment A-21-08-01 in the amount of \$8,427 was approved by the Advisory Committee on August 19, 2021. The accounts increased with the Budget Amendments were the OBMP-Northwest MZ-1 Area Project (7402.1) increased by \$147,031 and the Safe Yield Reset Methodology Evaluation (7614) increased by \$285,188. The "Amended" Engineering Services Budget after inclusion of the Budget Amendments was \$2,251,384. The

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Engineering Services budget was Amended with the addition of "Carry-Over" funding totaling \$573,765 which brought the Amended Budget amount to \$2,825,149.

The explanations regarding the Carry-Over amount of \$573,765 from FY 2020/21 to the FY 2021/22 budget is provided as follows:

1. Watermaster Model Update and Required Demonstrations (Account 6906.1): \$9,000. The requested Carry-Over is necessary to finalize the report on Model Update and Required Demonstrations, which was scheduled for completion in FY 2020/21.
2. IEUA - Integrated Model Meetings and Technical Review (Account 6906.15): \$29,188 (Watermaster's portion is \$14,594). The requested Carry-Over is necessary because this effort was planned for completion in FY 2020/21 but is now scheduled to be completed by December 2021.
3. Ground Level – SAR Imagery (Account 7107.3): \$85,000. The requested Carry-Over is necessary for the purchase and processing of satellite data by a subconsultant to estimate vertical ground motion. The work was completed in FY 2020/21, but the invoice has not yet been received from the subcontractor.
4. Ground Level – Capital Equipment (Account 7107.8): \$3,772. The requested Carry-Over is necessary for the of purchase materials and equipment for the Pomona Extensometer Facility. The work was started in FY 2020/21 but wasn't completed until August 2021.
5. Agriculture Production and Estimation (Account 7110.3): \$42,682. The requested Carry-Over is necessary to complete the Agriculture Production and Estimation work that was originally scheduled to be performed in FY 2019/20 and FY 2020/21 but was delayed to FY 2021/22.
6. PE2: Engineering Services for Other Recharge Improvement Projects (Account 7202.2): \$120,000. The requested Carry-Over is necessary to finalize this work in FY 2021/22. The work includes conducting a life-cycle analysis at the San Sevaine 1 and Etiwanda Debris conservation berms, and finalizing a technical memorandum describing the analysis and conclusions. The scope and schedule for this work was fine-tuned with input from IEUA and Watermaster Staff in FY 2020/21. The work is to be completed in FY 2021/22.
7. 2023 RMPU Recharge Master Plan Scoping (Account 7210): \$37,732. The requested Carry-Over is necessary to complete the scope, budget and report outline the 2023 RMPU. In June, the Parties determined that they were not interested in pursuing capital improvement projects was part of the 2023 RMPU. A scope, budget and report outline the 2023 RMPU still needs to be developed based on the input from the Parties.
8. Management Zone Strategies – Northwest MZ-1 (Account 7402.10): \$89,096. The requested Carry-Over is necessary because this is a multi-year project to develop a subsidence management plan for the Northwest MZ-1, and not all tasks planned/budgeted in FY 2020/21 were completed in FY 2020/21.
9. IEUA – Update Recycled Water Permit – Salinity (Account 7510): \$189,341 (Watermaster's portion is \$73,975). The requested Carry-Over is necessary to complete the technical and regulatory compliance supportwork to update the Chino Basin Maximum Benefit Salt and Nutrient Management Plan. This multiyear project began FY 2017/18 and is scheduled to be completed by June 2022.
10. PE 8/9: Support Implementation of the 2020 Storage Management Plan (Account 7610): \$43,220. The requested Carry-Over is for as-requested technical support to Watermaster staff, updating the information required for a complete Storage and Recovery Program application, updating the Storage and Recovery Program application forms, and updating the process to evaluate an application. No implementation activities occurred in FY 2020/21. The entire budget is requested to be brought

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forward into FY 2021/22.

11. SB88 Specification to Ensure Compliance with Regulations (Account 7206.1) - GRCC and 50% IEUA Cost Share: \$54,694. The requested Carry-Over is necessary to (1) complete the technical memorandum evaluating the existing methodology to estimate stormwater diversions in the Chino Basin, and (2) provide as needed support to IEUA and Watermaster in implementing the recommendations describes in the technical memorandum. The administrative draft technical memorandum was completed in June 2021 and comments were received on August 11, 2021.

PRADO BASIN HABITAT SUSTAINABILITY PROGRAM

Ongoing Costs

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

1. A Riparian Habitat Monitoring Program, including, but not limited to, the following sub-tasks:
 - a. Design and implement a site-specific vegetation monitoring program with the United States Bureau of Reclamation (USBR) and Orange County Water District, pursuant to which USBR will perform site-specific vegetation surveys.
 - b. Manage and perform custom flight to collect a high resolution air photo of the Prado Basin Region.
 - c. Collect, check, and upload historical air photos and vegetation survey data in the Prado Basin region.
 - d. Collect, check, and upload historical Landsat data in the Prado Basin region.
2. A Climate Monitoring Program, including, but not limited to, the following sub-task:
 - a. Collect, check, and upload climatic data on an annual basis
3. Preparation of the AMP Annual Report (Annual Report), including, but not limited to, the following sub-tasks:
 - a. Water level monitoring, vegetation survey, photo monitoring, landsat data, climate data and analysis of the components.
 - b. Analyze data and prepare an administrative draft of the Annual Report for Watermaster/IEUA.
 - c. Incorporate the Watermaster and IEUA comments and prepare a draft Annual Report for review by the PBHSC.
 - d. Meet with PBHSC to review draft Annual Report.
 - e. Incorporate PBHSC comments and finalize the Annual Report.
4. Annual license fees for monitoring wells.
5. Project management and administration activities associated with the Program undertaken by a Party's consultant, including, but not limited to, the following sub-tasks:
 - a. Ad-Hoc Meetings
 - b. Preparation of scope and budget for the Program
 - c. Project administration and financial reporting
6. Other costs required to fulfill the requirements of Peace II Subsequent EIR mitigation measure 4.4-3.

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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. 2021 - Apr. 2022	\$ 72,807.75	\$ (36,403.88)	\$ -	\$ 36,403.88
Totals	\$ 72,807.75	\$ (36,403.88)	\$ -	\$ 36,403.88
	7108.31	7108.31	7108.31	
Maximum Costs	\$ 143,508.00	\$ 71,754.00	\$ 71,754.00	\$ 71,754.00

PREVIOUSLY REPORTED ACTIONS (Descending Order)
 None

OTHER INCOME AND EXPENSE

The Appropriative Pool instructed Watermaster to issue invoices in the amount of \$150,000 for Legal Services to the members of the Appropriative Pool, with the payment terms to be set at 30 days . These invoices were issued on April 1, 2022 under the category of Appropriative Pool - Special Assessments (4111.3). According to the payment terms of 30 days, payments are due on or before May 1, 2022.

In connection with the Settlement Agreement between the Appropriative Pool and the Agricultural Pool, the Appropriative Pool leadership instructed Watermaster to issue invoices in the amount of \$402,864.41 to specific members of the Appropriative Pool, with the payment terms to be set at 30 days. These invoices were issued on April 15, 2022 under the category of Prior Year - Ag Pool Admin and Legal (4114.5). According to the payment terms of 30 days, payments are due on or before May 15, 2022.

There were no other significant items to report within the category of Other Income and Expenses for the month ending April 30, 2022.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

September 2021:

On September 20, 2021, the Agricultural Pool unanimously passed an action to request that Watermaster staff immediately issue the Agricultural Pool Wellhead Production Assessment of Agricultural Pool wells. The Agricultural Pool further requested that the total amount to be assessed is equal to \$200,000 as apportioned among all wells based upon amount of water produced. Watermaster staff started to issue the invoices on September 20, 2021 and completed on September 21, 2021.

July 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

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 2021/22 annual administrative fee invoice was issued on July 6, 2021 in the amount of \$177,430.03 under invoice number 2021-07-CUP. Payment in the amount of \$177,430.03 was received and deposited on August 10, 2021. The FY 2021/22 annual debt service expense (account 7690.1) of \$529,029 was paid directly to IEUA on July 8, 2021.

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. Along with the legal services Fund account for the OAP (8467), the OAP also has two other Fund accounts for Ag Pool Meeting Attendance expenses (8470), and Special Projects expenses (8471).

The FY 2021/22 Assessment invoices were approved by the Advisory Committee and the Board on November 18, 2021 and those invoices were issued the same day. In addition to the Assessment invoices, the Pool Administration, Legal Services, and Special Projects fundings were also included for all three Pools. The funding requests were approved by each Pool and directed Watermaster to issue the invoices.

For the Agricultural Pool, the invoiced amount was \$635,000 and payments to date total \$169,652.03 which leaves an outstanding balance due of \$465,347.97.

For the Non-Agricultural Pool, the invoiced amount was \$50,000 and payments to date total \$50,000 leaving no outstanding balance due.

For the Appropriative Pool, the invoiced amount was \$100,000 and payments to date total \$71,808.46 which leaves an outstanding balance due of \$28,191.54.

On April 1, 2022 the Appropriative Pool leadership instructed Watermaster to issue invoices in the amount of \$150,000 for AP Legal Services to the members of the Appropriative Pool. These invoices were issued on April 1, 2022 with a due date of May 1, 2022. As of April 30, 2022 the amount of \$75,586.53 has been received with the amount of \$74,413.47 outstanding.

On May 24, 2022, the Appropriative Pool leadership instructed Watermaster to transfer the amount of \$191,574.29 to the Agricultural Pool Special Fund. This transfer will be reported as part of the accounting reports next month, May 2022.

The following charts detail the Fund Accounts activity as of April 30, 2022:

**Fund Balance for Agricultural Pool
Account 8467 - Legal Services**

Beginning Balance July 1, 2020:	\$	-
Additions:		
Ag Pool Legal invoices issued Nov. 19, 2020 for \$500,000 with outstanding balance of \$384,736.12	\$	115,263.88
Admin Reserve used to cover shortfall *	\$	102,557.12
Ag Pool Legal invoices issued Nov. 18, 2021 for \$500,000 with outstanding balance of \$410,135.61	\$	89,864.39
Subtotal Additions:	\$	307,685.39
From Agricultural Pool Reserve Funds	\$	389,784.75
Total Additions:	\$	697,470.14
Reductions:		
Invoices paid July 2020 - November 2020	\$	(217,821.00)
Invoices paid December 2020 - June 2021	\$	(220,365.00)
Invoices paid July 2021 - April 2022	\$	(259,284.14)
Subtotal Reductions:	\$	(697,470.14)
Ending Fund Balance as of April 30, 2022	\$	-

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

**Agricultural Pool Reserve Funds
As shown on the B-3 Financial Report**

Agricultural Pool Reserve Funds Balance as of June 30, 2020:	\$	515,498.06
Additions:		
AP payments w/o Escrow instructions (\$165,694.75 - \$161,070.09)	\$	4,624.66
Y-T-D Interest earned on Ag Pool Funds FY 2020/21, FY 2021/22	\$	2,887.51
Payments rec'd on Wellhead Production invoices issued Sep. 2021	\$	78,495.78
Payments rec'd on FY 2021/22 Ag Pool invoices issued Nov. 18, 2021 *	\$	169,652.03
Subtotal Additions:	\$	255,659.98
Reductions:		
Actual vs. Budget Shortfall from FY 2019/20	\$	(165,694.75)
Mediation invoice paid	\$	(8,450.00)
Subtotal Reductions:	\$	(174,144.75)
Invoices paid December 2020 - June 2021	\$	(220,365.00)
Invoices paid July 2021 - April 2022	\$	(259,284.14)
Total Reductions	\$	(653,793.89)
Agricultural Pool Reserve Funds Balance as of April 30, 2022:	\$	117,364.15

Note: Balance of \$117,364.15 as shown on the B-3 Financial Report
* FY 2021/22 Invoices for \$635,000 issued Nov. 18, 2021 with outstanding balance due of \$465,347.97 for Ag Pool Administration, Legal Services, and Special Projects.

**Fund Balance For Agricultural Pool
Account 8470 - Meeting Compensation**

Beginning Balance July 1, 2021:	\$	19,525.00
Additions:		
Ag Pool invoices issued Nov. 18, 2021 for \$50,000 with outstanding balance due of \$20,449.02	\$	29,550.98
Budget Transfers	\$	-
Subtotal Additions:	\$	29,550.98
Reductions:		
Compensation paid July 2021 - April 2022	\$	(26,750.00)
Subtotal Reductions:	\$	(26,750.00)
Ending Fund Balance as of April 30, 2022	\$	22,325.98

**Fund Balance For Agricultural Pool
Account 8471 - Special Projects**

Beginning Balance July 1, 2021:	\$	31,516.00
Additions:		
Ag Pool invoices issued Nov. 18, 2021 for \$85,000 with outstanding balance due of \$34,763.33	\$	50,236.67
Subtotal Additions:	\$	50,236.67
Reductions:		
Invoices paid July 2021 - April 2022	\$	(10,643.00)
Budget Transfers	\$	-
Subtotal Reductions:	\$	(10,643.00)
Ending Fund Balance as of April 30, 2022	\$	71,109.67

Fund Balance For Non-Agricultural Pool	
Account 8567 - Legal Services	
Beginning Balance July 1, 2021:	\$ 32,320.70
Additions:	
Pool Invoices issued Nov. 18, 2021 for \$50,000	\$ 50,000.00
Subtotal Additions:	<u>\$ 50,000.00</u>
Reductions:	
Invoices paid July 2021 - April 2022	\$ (28,610.80)
Subtotal Reductions:	<u>\$ (28,610.80)</u>
Ending Fund Balance as of April 30, 2022	<u>\$ 53,709.90</u>

Fund Balance For Appropriative Pool	
Account 8367 - Legal Services	
Beginning Balance July 1, 2021:	\$ 62,391.25
Additions:	
Pool invoices issued Nov. 18, 2021 for \$100,000 with outstanding balance due of \$28,191.54	\$ 71,808.46
Pool invoices issued Apr. 1, 2022 for \$150,000 with outstanding balance due of \$74,413.47	\$ 75,586.53
Subtotal Additions:	<u>\$ 147,394.99</u>
Reductions:	
Invoices paid July 2021 - January 2022	\$ (134,100.50)
Accrued (not paid)	\$ -
Subtotal Reductions:	<u>\$ (134,100.50)</u>
Ending Fund Balance as of April 30, 2022	<u>\$ 75,685.74</u>

PREVIOUSLY REPORTED ACTIONS (Descending Order)

February 2022:

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 (Pool related) 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 Assessment 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.

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

CURRENT MONTH – APRIL 2022

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

As of April 30, 2022, the total (YTD) amount remaining of the "Carried Over" funding is \$1,208,421.19 (\$2,943,828.87 - \$1,735,407.68 = \$1,208,421.19).

The following details are provided:

"Carried Over" Expenses At June 30, 2021

Human Resources Services	\$ 6,000.00	A	6013	FY 2020/21	ADMIN
Temporary Services	\$ 21,000.00	B	6017	FY 2020/21	ADMIN
Other Office Equipment - Boardroom Upgrades	\$ 26,794.71	C	6038	FY 2019/20	ADMIN
Other Office Equipment - Boardroom Upgrades	\$ 41,295.45	C	6038	FY 2020/21	ADMIN
2020 OBMP Update - Tom Dodson & Associates	\$ 17,064.56	D	6908.1	FY 2020/21	OBMP
Meter Installation - New Meter Installation	\$ 175,400.00	E	7102.65	FY 2018/19	OBMP
Meter Installation - Calibration and Testing	\$ 181,650.00	F	7102.8	FY 2018/19	OBMP
OBMP - Watermaster Model Update	\$ 9,000.00	G	6906.1	FY 2020/21	ENG
Integrated Model - Meetings - 50% IEUA Costs	\$ 14,594.00	H	6906.15	FY 2020/21	ENG
Ground Level Monitoring - SAR Imagery	\$ 85,000.00	I	7107.3	FY 2020/21	ENG
Ground Level Monitoring - Capital Equipment	\$ 3,772.00	J	7107.8	FY 2020/21	ENG
Agriculture Production and Estimation	\$ 42,682.00	K	7110.3	FY 2020/21	ENG
PE2 - Comprehensive Recharge - Eng. Services	\$ 120,000.00	L	7202.2	FY 2020/21	ENG
SB88-Specs-Ensure Compliance-50% IEUA	\$ 54,694.00	M	7206.1	FY 2020/21	ENG
OBMP - 2023 RMPU	\$ 37,732.00	N	7210	FY 2020/21	ENG
PE4 - Northwest MZ-1 Area Project	\$ 89,096.00	O	7402.1	FY 2020/21	ENG
IEUA - Update Recycle Water Permit - Salinity	\$ 73,975.00	P	7510	FY 2020/21	ENG
PE8&9 - Support Imp. 2020 Storage Mgmt. Plan	\$ 43,220.00	Q	7610	FY 2020/21	ENG
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/Refund	\$ 1,434,582.42	T	7690.9	FY 2017/18	PROJ
Appropriative Pool - Legal Services	\$ 62,391.25	U	8367	FY 2020/21	AP
Agricultural Pool - Legal & Technical Services	\$ 61,814.00	V	8467	FY 2020/21	OAP
Agricultural Pool - Mtg. Attendance Compensation	\$ 19,525.00	W	8470	FY 2020/21	OAP
Agricultural Pool - Special Project Funding	\$ 31,516.00	X	8471	FY 2020/21	OAP
Non-Agricultural Pool - Legal Services	\$ 32,320.70	Y	8567	FY 2020/21	ONAP
Total Balance, July 1, 2021	\$ 2,943,828.87				

"Carried Over" Balance, July 1, 2021	\$	2,943,828.87				
Less: (Invoices Received To Date FY 2021/22)						
Human Resources Services	\$	-	A	6013	FY 2020/21	ADMIN
Temporary Services	\$	(21,000.00)	B	6017	FY 2020/21	ADMIN
Other Office Equipment - Boardroom Upgrades	\$	(8,308.30)	C	6038	FY 2019/20	ADMIN
Other Office Equipment - Boardroom Upgrades	\$	-	C	6038	FY 2020/21	ADMIN
2020 OBMP Update - Tom Dodson & Associates	\$	-	D	6908.1	FY 2020/21	OBMP
Meter Installation - New Meter Installation	\$	-	E	7102.65	FY 2018/19	OBMP
Meter Installation - Calibration and Testing	\$	-	F	7102.8	FY 2018/19	OBMP
OBMP - Watermaster Model Update	\$	(9,000.00)	G	6906.1	FY 2020/21	ENG
Integrated Model - Meetings - 50% IEUA Costs	\$	(12,702.00)	H	6906.15	FY 2020/21	ENG
Ground Level Monitoring - SAR Imagery	\$	(79,817.50)	I	7107.3	FY 2020/21	ENG
Ground Level Monitoring - Capital Equipment	\$	-	J	7107.8	FY 2020/21	ENG
Agriculture Production and Estimation	\$	(22,215.25)	K	7110.3	FY 2020/21	ENG
PE2 - Comprehensive Recharge - Eng. Services	\$	(35,332.60)	L	7202.2	FY 2020/21	ENG
SB88-Specs-Ensure Compliance-50% IEUA	\$	(681.62)	M	7206.1	FY 2020/21	ENG
OBMP - 2023 RMPU	\$	(3,063.75)	N	7210	FY 2020/21	ENG
PE4 - Northwest MZ-1 Area Project	\$	(89,096.00)	O	7402.1	FY 2020/21	ENG
IEUA - Update Recycle Water Permit - Salinity	\$	(36,624.19)	P	7510	FY 2020/21	ENG
PE8&9 - Support Imp. 2020 Storage Mgmt. Plan	\$	-	Q	7610	FY 2020/21	ENG
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/Refund	\$	(1,234,582.42)	T	7690.9	FY 2017/18	PROJ
Appropriative Pool - Legal Services	\$	(62,391.25)	U	8367	FY 2020/21	AP
Agricultural Pool - Legal & Technical Services	\$	(61,814.00)	V	8467	FY 2020/21	OAP
Agricultural Pool - Mtg. Attendance Compensation	\$	(19,525.00)	W	8470	FY 2020/21	OAP
Agricultural Pool - Special Project Funding	\$	(10,643.00)	X	8471	FY 2020/21	OAP
Non-Agricultural Pool - Legal Services	\$	(28,610.80)	Y	8567	FY 2020/21	ONAP
Updated Balance as of April 30, 2022	\$	1,208,421.19				

Updated Balance as of April 30, 2022

Human Resources Services	\$ 6,000.00	A	6013	FY 2020/21	ADMIN
Temporary Services	\$ -	B	6017	FY 2020/21	ADMIN
Other Office Equipment - Boardroom Upgrades	\$ 18,486.41	C	6038	FY 2019/20	ADMIN
Other Office Equipment - Boardroom Upgrades	\$ 41,295.45	C	6038	FY 2020/21	ADMIN
2020 OBMP Update - Tom Dodson & Associates	\$ 17,064.56	D	6908.1	FY 2020/21	OBMP
Meter Installation - New Meter Installation	\$ 175,400.00	E	7102.65	FY 2018/19	OBMP
Meter Installation - Calibration and Testing	\$ 181,650.00	F	7102.8	FY 2018/19	OBMP
OBMP - Watermaster Model Update	\$ -	G	6906.1	FY 2020/21	ENG
Integrated Model - Meetings - 50% IEUA Costs	\$ 1,892.00	H	6906.15	FY 2020/21	ENG
Ground Level Monitoring - SAR Imagery	\$ 5,182.50	I	7107.3	FY 2020/21	ENG
Ground Level Monitoring - Capital Equipment	\$ 3,772.00	J	7107.8	FY 2020/21	ENG
Agriculture Production and Estimation	\$ 20,466.75	K	7110.3	FY 2020/21	ENG
PE2 - Comprehensive Recharge - Eng. Services	\$ 84,667.40	L	7202.2	FY 2020/21	ENG
SB88-Specs-Ensure Compliance-50% IEUA	\$ 54,012.38	M	7206.1	FY 2020/21	ENG
OBMP - 2023 RMPU	\$ 34,668.25	N	7210	FY 2020/21	ENG
PE4 - Northwest MZ-1 Area Project	\$ -	O	7402.1	FY 2020/21	ENG
IEUA - Update Recycle Water Permit - Salinity	\$ 37,350.81	P	7510	FY 2020/21	ENG
PE8&9 - Support Imp. 2020 Storage Mgmt. Plan	\$ 43,220.00	Q	7610	FY 2020/21	ENG
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/Refund	\$ 200,000.00	T	7690.9	FY 2017/18	PROJ
Appropriative Pool - Legal Services	\$ -	U	8367	FY 2020/21	AP
Agricultural Pool - Legal & Technical Services	\$ -	V	8467	FY 2020/21	OAP
Agricultural Pool - Mtg. Attendance Compensation	\$ -	W	8470	FY 2020/21	OAP
Agricultural Pool - Special Project Funding	\$ 20,873.00	X	8471	FY 2020/21	OAP
Non-Agricultural Pool - Legal Services	\$ 3,709.90	Y	8567	FY 2020/21	ONAP
Updated Balance as of April 30, 2022	\$ 1,208,421.19				

ADMINISTRATION SERVICES:

Unspent funds related to ongoing projects and associated activities from the Administration Services budget from FY 2020/21 totaling \$95,090.16 were "Carried Over" into the current FY 2021/22 budget. These funds were from the Human Resources Services [A] in the amount of \$6,000 in account (6013); Temporary Services [B] in the amount of \$21,000 in account (6017); and Other Office Equipment-Boardroom Upgrades [C] in the amount of \$68,090.16 in account (6038). The total funds available are \$95,090.16.

OBMP ACTIVITIES:

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, 2021 a remaining balance in the fund of \$17,064.56 was "Carried Over" into the current FY 2021/22 budget. The 2020 OBMP Update - Tom Dodson & Associates [D] in the amount of \$17,064.56 in account (6908.1).

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 2021/22 budget. These funds were from the Meter Installation - New Meter Installation [E]

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in the amount of \$175,400 in account (7102.65); and Meter Installation - Calibration and Testing [F] in the amount of \$181,650 in account (7102.8). The total funds available are \$374,114.56.

ENGINEERING SERVICES:

Unspent funds related to ongoing projects and associated activities from the Engineering Services budget from FY 2020/21 in several accounts totaling \$573,765 were "Carried Over" into the current FY 2021/22 budget. These funds were from the OBMP - Watermaster Model Update [G] in the amount of \$9,000 in account (6906.1); Integrated Model-Meetings-50% IEUA Costs [H] in the amount of \$14,594 in account (6906.15); Ground Level Monitoring-SAR Imagery [I] in the amount of \$85,000 in account (7107.3); Ground Level Monitoring-Capital Equipment [J] in the amount of \$3,772 in account (7107.8); Agriculture Production and Estimation [K] in the amount of \$42,682 in account (7110.3); PE2 - Comprehensive Recharge-Engineering Services [L] in the amount of \$120,000 in account (7202.2); SB88 Specs-Ensure Compliance-50% IEUA [M] in the amount of \$54,694 in account (7206.1); OBMP-2023 RMPU [N] in the amount of \$37,732 in account (7210); PE4 - Northwest MZ-1 Area Project [O] in the amount of \$89,096 in account (7402.1); PE6&7 - IEUA Salinity Management Plan [P] in the amount of \$73,975 in account (7510); and PE8&9 - Support Implementation 2020 Storage Management Plan [Q] in the amount of \$43,220 in account (7610). The total funds available are \$573,765.

ONGOING RECHARGE IMPROVEMENT PROJECTS:

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 funds available are \$258,709.78.

FUNDS ON HOLD FOR PROJECTS/REFUND:

The "Funds on Hold for Projects/Refund" [T] has a remaining budget from FY 2017/18 of \$1,434,582.42 in account (7690.9). By unanimous action of the Watermaster Board on June 24, 2021 the amount of \$1,234,582.42 is to be refunded to the Appropriative Pool with the upcoming November 2021 Assessment Package. The amount of \$200,000 will be kept on hold until the warranty period for the San Sevaine Project has expired, and no warranty issues are noted.

POOL RELATED FUNDING:

The remaining funding items are strictly Pool related and are added to the FY 2021/22 budget to ensure proper funding is recorded and tracked. The Appropriative Pool Legal Services [U] in the amount of \$62,391.25 in account (8367); the Agricultural Pool Legal and Technical Services [V] in the amount of \$61,814 in account (8467); the Agricultural Pool Meeting Attendance Compensation [W] in the amount of \$19,525 in account (8470); the Agricultural Pool Special Project Funding [X] in the amount of \$31,516 in account (8471); and the Non-Agricultural Pool Legal Services [Y] in the amount of \$32,320.70 in account (8567). The total funds available are \$207,566.95.

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, 2022, any remaining balances of the FY 2020/21 and prior years funding (if any), along with any new FY 2021/22 expenses, will then be "Carried Over" into the FY 2022/23 budget.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

None

AUDIT FIELD WORK

CURRENT MONTH – APRIL 2022

The auditors from the audit firm of Fedak & Brown LLP will start the interim field work for FY 2021/22 on June 13, 2022 through June 17, 2022. The 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 has been the same processed used for the past several years and has worked well for both Watermaster and the auditors. This will be the start of the interim field work for the period of July 1, 2021 through April 30, 2022.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

October 2021:

The Annual Financial and Audit Reports were presented 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 were posted to the Watermaster website on December 8, 2021 after the audit firm signed the documents.

July 2021:

The auditors from the audit firm of Fedak & Brown LLP started the interim field work on June 8, 2021 through June 9, 2021. The plan was 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 receivable selections, bank reconciliations, payroll and timesheet selections, and any other reports and information were provided to the auditors electronically via Dropbox software. This was 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 was started on September 1, 2021 and continued through September 3, 2021.

FY 2021/22 EXHIBIT "G" NON-AGRICULTURAL POOL SALE OF WATER

CURRENT MONTH – APRIL 2022

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

PREVIOUSLY REPORTED ACTIONS (Descending Order)

December 2021:

Pursuant to the Restated Judgment, Exhibit "G", Paragraph 9, Physical Solution Transfers, by December 31st of each year, the members of the Overlying (Non-Agricultural) Pool (ONAP) shall notify Watermaster of the amount of water each member shall make available in their individual discretion for purchase by the Appropriators.

On December 30, 2021, 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 their regular meeting on November 10, 2021, the ONAP set a price of \$715.00acre-foot for the current fiscal year's transfers.

The Potential Allocation Table (listed below) allocates the amount of water available to each Appropriator, should each Appropriator wish to purchase its share of the water. Appropriators have until March 1, 2022 to notify Watermaster if they are each interested in purchasing their allocation of the water by executing the Intent to Purchase form.

Party	Assigned Share of Operating Safe Yield	2020-21 Actual Production	2020-21 Production & Exchanges	"Averaged" Production & Exchanges	800.0 Based on Operating Safe Yield	800.0 Based on Averaged Prod & Exch	800.0 50% OSY & 50% Averaged Prod & Exch	Cost for Each Party's Allocation @ \$715.00 /AF
BlueTriton Brands, Inc.	0.0	271.3	271.3	271.3	0.0	2.6	1.3	\$ 913.56
CalMat Co. (Appropriative)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
Chino Hills, City Of	1,572.5	2,459.6	2,459.6	2,459.6	30.8	23.2	27.0	\$ 19,297.20
Chino, City Of	3,004.2	2,762.4	2,762.4	2,762.4	58.9	26.0	42.4	\$ 30,343.94
Cucamonga Valley Water District	2,695.5	26,225.7	5,725.7	15,975.7	52.8	150.5	101.7	\$ 72,680.55
Desalter Authority	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
Fontana Union Water Company	4,760.0	0.0	0.0	0.0	93.3	0.0	46.6	\$ 33,339.02
Fontana Water Company	0.8	13,565.3	11,065.3	12,315.3	0.0	116.0	58.0	\$ 41,480.26
Fontana, City Of	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
Golden State Water Company	306.3	1,074.4	1,074.4	1,074.4	6.0	10.1	8.1	\$ 5,763.24
Jurupa Community Services District	1,535.0	10,609.9	10,609.9	10,609.9	30.1	99.9	65.0	\$ 46,481.93
Marygold Mutual Water Company	488.0	840.9	840.9	840.9	9.6	7.9	8.7	\$ 6,249.56
Monte Vista Irrigation Company	503.9	0.0	0.0	0.0	9.9	0.0	4.9	\$ 3,529.24
Monte Vista Water District	3,592.2	7,523.3	7,523.3	7,523.3	70.4	70.9	70.6	\$ 50,495.76
NCL Co, LLC	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
Niagara Bottling, LLC	0.0	1,751.7	1,751.7	1,751.7	0.0	16.5	8.3	\$ 5,899.12
Nicholson Family Trust	2.9	0.0	0.0	0.0	0.1	0.0	0.0	\$ 20.02
Norco, City Of	150.3	0.0	0.0	0.0	2.9	0.0	1.5	\$ 1,052.48
Ontario, City Of	8,469.8	17,171.1	17,171.1	17,171.1	165.9	161.8	163.8	\$ 117,149.68
Pomona, City Of	8,352.2	9,192.2	9,192.2	9,192.2	163.6	86.6	125.1	\$ 89,455.03
San Antonio Water Company	1,122.1	676.5	676.5	676.5	22.0	6.4	14.2	\$ 10,137.64
San Bernardino, County of (Shooting Park)	0.0	17.2	17.2	17.2	0.0	0.2	0.1	\$ 57.83
Santa Ana River Water Company	969.0	175.5	175.5	175.5	19.0	1.7	10.3	\$ 7,377.81
Upland, City Of	2,124.2	2,107.0	2,107.0	2,107.0	41.6	19.8	30.7	\$ 21,973.55
West End Consolidated Water Co	705.6	0.0	0.0	0.0	13.8	0.0	6.9	\$ 4,942.08
West Valley Water District	479.8	0.0	0.0	0.0	9.4	0.0	4.7	\$ 3,360.50
Total	40,834.0	96,423.9	73,423.9	84,923.9	800.0	800.0	800.0	\$ 572,000.00

NOTE: This is the same methodology used for the Years 1 through 5 purchase of the Non-Agricultural Pool Peace II Agreement storage water. This year, as was done in the approved 2021/22 Assessment Package, volumes of water are shown to one decimal place, however, the actual volumes and calculations continue to utilize three decimal places.

November 2021:
 No Exhibit "G" activity for the month to report.

ASSESSMENTS AND OTHER INVOICING

CURRENT MONTH – APRIL 2022

FY 2021/22 Assessment Package

There was no Assessment activity to report for the month.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

December 2021:

The FY 2021/22 Assessment Package was approved by the Advisory Committee and Watermaster Board on Thursday, November 18, 2021. The Assessment invoices were issued by Watermaster on Thursday, November 18, 2021 with payment due 30-days after invoice date. Payments were due to Watermaster on Monday, December 20, 2021. As past practice, payments 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 20, 2021.

As of December 21, 2021 there were four Judgment related payments outstanding. Watermaster contacted these four organizations and we were informed that the "check was in the mail". As of today, all four of the outstanding checks have been received and they were all postmarked on or before the due date of December 20, 2021.

November 2021:

Watermaster held one Assessment Package Workshop on November 2, 2021. The purpose of the workshop was to provide the parties with information pertaining to the Assessment Package and opportunities to raise questions, concerns, and feedback.

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

The FY 2021/22 Assessment Package was approved by the Advisory Committee and Watermaster Board on Thursday, November 18, 2021. The Assessment invoices were issued by Watermaster on Thursday, November 18, 2021 with payment due 30-days after invoice date. Payments will be due to Watermaster on Monday, December 20, 2021. 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 20, 2021.

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.

October 2021:

Watermaster held two Assessment Package Workshops: one on October 19, 2021 and the other on November 2, 2021. The purpose of the workshops was to provide the parties with information pertaining to the Assessment Package and opportunities to raise questions, concerns, and feedback.

During the month of November 2021, the FY 2021/22 Assessment Package is being presented to the Pool Committees for advice and assistance. It will then be presented to the Advisory Committee for advice and assistance, and Watermaster Board on November 18, 2021 for approval. If approved by the Board, invoices will be emailed to the Parties immediately following the Board's approval.

ATTACHMENTS

1. Financial Report – B5

	1/12th (8.33%) of the Total Budget				10/12th (83.33%) of the Total Budget				100% of the Total Budget			
	For The Month of April 2022				Year-To-Date as of April 30, 2022				Fiscal Year End as of June 30, 2022			
	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%	177,430.03	177,430.00	0.03	100.0%	177,430.03	177,430.00	0.03	100.0%
4110 - Admin Asmnts-Approp Pool	552,864.41	0.00	552,864.41	100.0%	8,617,410.69	7,957,032.00	660,378.69	108.3%	8,617,410.69	7,957,032.00	660,378.69	108.3%
4120 - Admin Asmnts-Non-Agri Pool	0.00	0.00	0.00	0.0%	223,299.19	330,845.00	-107,545.81	67.49%	223,299.19	330,845.00	-107,545.81	67.49%
4130 - Admin Asmnts-Agricultural Pool	0.00	0.00	0.00	0.0%	200,000.00	0.00	200,000.00	100.0%	200,000.00	0.00	200,000.00	100.0%
4700 - Non Operating Revenues	2.10	0.00	2.10	100.0%	19,053.46	79,594.00	-60,540.54	23.94%	34,052.81	106,125.00	-72,072.19	32.09%
4900 - Miscellaneous Income	0.00	0.00	0.00	0.0%	500.00	0.00	500.00	100.0%	500.00	0.00	500.00	100.0%
Total Income	552,866.51	0.00	552,866.51	100.0%	9,237,693.37	8,544,901.00	692,792.37	108.11%	9,252,692.72	8,571,432.00	681,260.72	107.95%
Gross Profit	552,866.51	0.00	552,866.51	100.0%	9,237,693.37	8,544,901.00	692,792.37	108.11%	9,252,692.72	8,571,432.00	681,260.72	107.95%
Expense												
6010 - Admin. Salary/Benefit Costs	112,059.08	99,624.00	12,435.08	112.48%	1,194,962.61	1,040,041.00	154,921.61	114.9%	1,443,871.37	1,235,557.00	208,314.37	116.86%
6020 - Office Building Expense	10,449.26	11,233.00	-783.74	93.02%	118,789.08	202,713.00	-83,923.92	58.6%	144,453.09	223,929.00	-79,475.91	64.51%
6030 - Office Supplies & Equip.	3,678.52	2,675.00	1,003.52	137.52%	38,761.42	94,465.16	-55,703.74	41.03%	46,777.20	99,690.16	-52,912.96	46.92%
6040 - Postage & Printing Costs	3,533.91	3,003.00	530.91	117.68%	24,692.12	31,961.00	-7,268.88	77.26%	28,210.95	37,460.00	-9,249.05	75.31%
6050 - Information Services	14,922.53	15,770.00	-847.47	94.63%	125,181.25	150,319.00	-25,137.75	83.28%	147,011.63	173,398.00	-26,386.37	84.78%
6060 - Contract Services	3,938.12	600.00	3,338.12	656.35%	44,304.53	55,345.00	-11,040.47	80.05%	49,612.60	56,545.00	-6,932.40	87.74%
6070 - Watermaster Legal Services	82,937.55	26,422.00	56,515.55	313.9%	523,897.00	274,127.00	249,770.00	191.12%	587,945.93	326,975.00	260,970.93	179.81%
6080 - Insurance	-38.82	0.00	-38.82	100.0%	40,736.45	44,470.00	-3,733.55	91.6%	45,081.57	46,797.00	-1,715.43	96.33%
6110 - Dues and Subscriptions	270.00	0.00	270.00	100.0%	34,466.33	38,315.00	-3,848.67	89.96%	38,196.33	38,815.00	-618.67	98.41%
6140 - WM Admin Expenses	290.05	337.00	-46.95	86.07%	2,978.19	4,075.00	-1,096.81	73.08%	3,584.19	4,750.00	-1,165.81	75.46%
6150 - Field Supplies	0.00	113.00	-113.00	0.0%	914.72	2,750.00	-1,835.28	33.26%	1,219.63	2,750.00	-1,530.37	44.35%
6170 - Travel & Transportation	2,488.97	1,945.00	543.97	127.97%	18,390.95	19,955.00	-1,564.05	92.16%	21,202.64	24,170.00	-2,967.36	87.72%
6190 - Training, Conferences, Seminars	1,406.95	3,400.00	-1,993.05	41.38%	18,266.04	34,000.00	-15,733.96	53.72%	37,532.64	40,800.00	-3,267.36	91.99%
6200 - Advisory Committee Expenses	2,840.49	4,833.00	-1,992.51	58.77%	30,251.03	45,786.00	-15,534.97	66.07%	39,547.39	55,336.00	-15,788.61	71.47%
6300 - Watermaster Board Expenses	30,443.20	14,265.00	16,178.20	213.41%	139,970.01	161,806.00	-21,835.99	86.51%	161,035.75	190,149.00	-29,113.25	84.69%
8300 - Appr PI-WM & Pool Admin	6,734.97	15,536.00	-8,801.03	43.35%	184,085.64	221,638.25	-37,552.61	83.06%	236,467.56	239,365.25	-2,897.69	98.79%
8400 - Agri Pool-WM & Pool Admin	3,912.65	6,030.00	-2,117.35	64.89%	27,961.16	57,100.00	-29,138.84	48.97%	32,064.68	69,011.00	-36,946.32	46.46%
8467 - Ag Legal & Technical Services	43,520.50	41,666.00	1,854.50	104.45%	259,284.14	478,480.00	-219,195.86	54.19%	342,684.85	561,814.00	-219,129.15	61.0%
8470 - Ag Meeting Attend -Special	3,375.00	4,167.00	-792.00	80.99%	26,750.00	61,191.00	-34,441.00	43.72%	41,166.67	69,525.00	-28,358.33	59.21%
8471 - Ag Pool Expense	0.00	0.00	0.00	0.0%	10,643.00	116,516.00	-105,873.00	9.13%	10,643.00	116,516.00	-105,873.00	9.13%
8485 - Ag Pool - Misc. Exp. - Ag Fund	0.00	100.00	-100.00	0.0%	0.00	400.00	-400.00	0.0%	0.00	400.00	-400.00	0.0%
8500 - Non-Ag PI-WM & Pool Admin	12,835.87	9,742.00	3,093.87	131.76%	56,013.60	126,684.70	-70,671.10	44.22%	62,570.31	146,066.70	-83,496.39	42.84%
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	-24,909.82	-38,787.00	13,877.18	64.22%	-232,228.74	-387,868.00	155,639.26	59.87%	-314,462.04	-465,442.00	150,979.96	67.56%
6900 - Optimum Basin Mgmt Plan	21,707.00	105,096.00	-83,389.00	20.65%	506,769.92	1,104,108.56	-597,338.64	45.9%	896,750.56	1,313,453.56	-416,703.00	68.27%
9501 - G&A Expenses Allocated-OBMP	2,360.60	13,937.00	-11,576.40	16.94%	52,067.65	139,368.00	-87,300.35	37.36%	88,007.24	167,242.00	-79,234.76	52.62%
7101 - Production Monitoring	12,251.52	8,692.00	3,559.52	140.95%	60,195.07	85,747.00	-25,551.93	70.2%	78,924.73	102,740.00	-23,815.27	76.82%
7102 - In-line Meter Installation	0.00	1,396.00	-1,396.00	0.0%	0.00	370,871.00	-370,871.00	0.0%	0.00	373,617.00	-373,617.00	0.0%
7103 - Grdwtr Quality Monitoring	18,497.00	23,423.00	-4,926.00	78.97%	254,942.54	305,450.00	-50,507.46	83.47%	350,862.92	352,035.00	-1,172.08	99.67%
7104 - Gdwtr Level Monitoring	25,698.24	25,403.00	295.24	101.16%	251,767.29	253,219.00	-1,451.71	99.43%	301,425.40	303,753.00	-2,327.60	99.23%
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	4,954.41	21,513.00	-16,558.59	23.03%	159,940.05	303,813.00	-143,872.95	52.64%	281,647.52	346,810.00	-65,162.48	81.21%

	1/12th (8.33%) of the Total Budget				10/12th (83.33%) of the Total Budget				100% of the Total Budget			
	For The Month of April 2022				Year-To-Date as of April 30, 2022				Fiscal Year End as of June 30, 2022			
	Actual	Budget	\$ Over(Under)	% of Budget	Actual	Budget	\$ Over(Under)	% of Budget	Projected	Budget	\$ Over(Under)	% of Budget
7108 - Hydraulic Control Monitoring	10,400.62	6,588.00	3,812.62	157.87%	43,294.10	70,248.00	-26,953.90	61.63%	53,857.97	83,379.00	-29,521.03	64.59%
7109 - Recharge & Well Monitoring Prorg	4,002.00	2,768.00	1,234.00	144.58%	15,635.75	27,674.00	-12,038.25	56.5%	23,051.67	33,208.00	-10,156.33	69.42%
7110 - Ag Production & Estimation	0.00	1,185.00	-1,185.00	0.0%	22,215.25	54,538.00	-32,322.75	40.73%	29,620.33	56,910.00	-27,289.67	52.05%
7111 - Improved Data Collection & Mgmt	0.00	1,680.00	-1,680.00	0.0%	2,531.25	16,798.00	-14,266.75	15.07%	16,781.25	20,158.00	-3,376.75	83.25%
7200 - PE2- Comp Recharge Pgm	274,295.56	280,864.00	-6,568.44	97.66%	1,219,807.25	1,430,330.00	-210,522.75	85.28%	1,285,682.25	1,458,198.00	-172,515.75	88.17%
7300 - PE3&5-Water Supply/Desalte	0.00	4,006.00	-4,006.00	0.0%	4,391.82	39,852.00	-35,460.18	11.02%	36,391.82	47,793.00	-11,401.18	76.15%
7400 - PE4- Mgmt Plan	2,072.62	25,069.00	-22,996.38	8.27%	-56,812.64	339,646.00	-396,458.64	-16.73%	169,154.56	389,739.00	-220,584.44	43.4%
7500 - PE6&7-CoopEfforts/SaltMgmt	19,305.66	20,632.00	-1,326.34	93.57%	208,440.63	256,150.00	-47,709.37	81.37%	252,179.96	297,364.00	-45,184.04	84.81%
7600 - PE8&9-StorageMgmt/Conj Use	37,675.43	33,094.00	4,581.43	113.84%	312,660.42	373,875.00	-61,214.58	83.63%	381,646.65	439,967.00	-58,320.35	86.74%
7690 - Recharge Improvements	0.00	0.00	0.00	0.0%	1,586,232.42	2,222,321.20	-636,088.78	71.38%	2,114,976.56	2,222,321.20	-107,344.64	95.17%
7700 - Inactive Well Protection Prgm	0.00	41.00	-41.00	0.0%	0.00	416.00	-416.00	0.0%	0.00	500.00	-500.00	0.0%
9502 - G&A Expenses Allocated-Projects	22,549.22	24,850.00	-2,300.78	90.74%	180,161.09	248,500.00	-68,338.91	72.5%	226,454.80	298,200.00	-71,745.20	75.94%
Total Expense	770,458.86	822,911.00	-52,452.14	93.63%	7,513,310.39	10,517,194.87	-3,003,884.48	71.44%	9,793,834.13	11,601,764.87	-1,807,930.74	84.42%
Net Ordinary Income	-217,592.35	-822,911.00	605,318.65	26.44%	1,724,382.98	-1,972,293.87	3,696,676.85	-87.43%	-541,141.41	-3,030,332.87	2,489,191.46	17.86%
Other Income												
4210 - Approp Pool-Replenishment	0.00	0.00	0.00	0.0%	1,648,962.59	0.00	1,648,962.59	100.0%	1,648,962.59	0.00	1,648,962.59	100.0%
4220 - Non-Ag Pool-Replenishment	0.00	0.00	0.00	0.0%	44,726.78	0.00	44,726.78	100.0%	44,726.78	0.00	44,726.78	100.0%
4225 - Interest Income	0.00	0.00	0.00	0.0%	1,653.55	0.00	1,653.55	100.0%	4,153.55	0.00	4,153.55	100.0%
4226 - LAIF Fair Market Value	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4227 - AP Escrow Interest	0.79	0.00	0.79	100.0%	146.10	0.00	146.10	100.0%	190.93	0.00	190.93	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	0.79	0.00	0.79	100.0%	1,695,489.02	0.00	1,695,489.02	100.0%	1,698,033.85	0.00	1,698,033.85	100.0%
Other Expense												
5010 - Groundwater Replenishment	0.00	0.00	0.00	0.0%	35,030.19	0.00	35,030.19	100.0%	35,030.19	0.00	35,030.19	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%
9000 - Other Expenses	0.00	0.00	0.00	0.0%	161,070.09	0.00	161,070.09	100.0%	161,070.09	0.00	161,070.09	100.0%
9200 - Interest Expense	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9251 - Other Post Employment Benefits	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9996 - Refund-Excess Reserves-Approp.	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9996.5 - Refund-Basin O&M-Approp.	0.00	0.00	0.00	0.0%	139,913.46	0.00	139,913.46	100.0%	139,913.46	0.00	139,913.46	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%	5,470.81	0.00	5,470.81	100.0%	5,470.81	0.00	5,470.81	100.0%
9998 - Refund-Recharge Debt-Approp.	0.00	0.00	0.00	0.0%	156,259.00	0.00	156,259.00	100.0%	156,259.00	0.00	156,259.00	100.0%
9999 - To/(From) Reserves	0.00	0.00	0.00	0.0%	0.00	-86,504.00	86,504.00	0.0%	0.00	-86,504.00	86,504.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.0%	497,743.55	-86,504.00	584,247.55	-575.4%	497,743.55	-86,504.00	584,247.55	-575.4%
Net Other Income	0.79	0.00	0.79	100.0%	1,197,745.47	86,504.00	1,111,241.47	1,384.61%	1,200,290.30	86,504.00	1,113,786.30	1,387.56%
Net Income	-217,591.56	-822,911.00	605,319.44	26.44%	2,922,128.45	-1,885,789.87	4,807,918.32	-154.96%	659,148.89	-2,943,828.87	3,602,977.76	-22.39%

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

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	05/03/2022	23477	ACCENT COMPUTER SOLUTIONS, INC.	151156	1012 - Bank of America Gen'l Ckg	
Bill	05/01/2022	151156		Monthly services - May 2022	6052.4 - IT Managed Services	5,251.30
				Overwatch - May 2022	6052.5 - IT Data Backup/Storage	699.00
				Omni Cloud - May 2022	6052.5 - IT Data Backup/Storage	170.00
				Office 365 Subscriptions - Business Premier - May 2022	6052.4 - IT Managed Services	251.25
				Image Office Storage (per GB, per month) - May 2022	6052.5 - IT Data Backup/Storage	509.97
TOTAL						6,881.52
Bill Pmt -Check	05/03/2022	23478	ELIE, STEVEN	Board Member Compensation	1012 - Bank of America Gen'l Ckg	
Bill	04/08/2022	4/08 Court Hearing		4/08/22 Court Hearing	6311 - Board Member Compensation	125.00
Bill	04/26/2022	4/26 Board Workshop		4/26/22 Board Workshop	6311 - Board Member Compensation	125.00
Bill	04/28/2022	4/28 Board Mtg		4/28/22 Board Meeting	6311 - Board Member Compensation	125.00
TOTAL						375.00
Bill Pmt -Check	05/03/2022	23479	FAVELA, RUBY	Employee Reimbursement	1012 - Bank of America Gen'l Ckg	
Bill	04/25/2022			Miscellaneous office supplies	6031.7 - Other Office Supplies	120.05
				Admin meeting supplies	6141.3 - Admin Meetings	6.73
Bill	04/29/2022			Mileage reimbursement	6173 - Airfare/Mileage	31.85
				Supplies for 4/26/22 Board Workshop	6312 - Meeting Expenses	376.98
TOTAL						535.61
Bill Pmt -Check	05/03/2022	23480	LOEB & LOEB LLP	2007469	1012 - Bank of America Gen'l Ckg	
Bill	03/31/2022	2007469		Non-Ag Pool Legal Services - March 2022	8567 - Non-Ag Legal Service	1,134.00
TOTAL						1,134.00
Bill Pmt -Check	05/03/2022	23481	NAKANO, JUSTIN	Employee Reimbursement	1012 - Bank of America Gen'l Ckg	
Bill	04/22/2022			Parking for 4/13/22 Symposium-Managed Aquifer	6191 - Conferences - General	17.50
				Mileage expense for 4/13/22 Symposium	6173 - Airfare/Mileage	51.48
TOTAL						68.98
Bill Pmt -Check	05/03/2022	23482	NELSON, ANNA	Employee Reimbursement	1012 - Bank of America Gen'l Ckg	
Bill	04/25/2022			Mtg w/IEUA	8312 - Meeting Expenses	32.02
				Miscellaneous office supplies	6031.7 - Other Office Supplies	57.05
				Supplies for Employee Appreciation Day	6141.3 - Admin Meetings	25.15
TOTAL						114.22
Bill Pmt -Check	05/03/2022	23483	PETTY CASH	2928-2946	1012 - Bank of America Gen'l Ckg	
Bill	04/29/2022	2928-2946		Supplies for staff mtgs - multiple dates	6141.3 - Admin Meetings	167.64
				Misc. office supplies - coffee, bottled water, juices	6031.7 - Other Office Supplies	112.17

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Type	Date	Num	Name	Memo	Account	Paid Amount
				Supplies for the Board Workshop prep meeting	6312 · Meeting Expenses	274.75
				ETF mtg w/Chris Quach	8312 · Meeting Expenses	23.40
				Parking reimbursement-PK-4/13/22 ISMAR Semin:	6191 · Conferences - General	17.50
TOTAL						595.46
Bill Pmt -Check	05/03/2022	23484	EASTVALE DEVELOPMENT COMPANY - PIERS	Board Member & Ag Pool Member Compensatic	1012 · Bank of America Gen'l Ckg	
Bill	03/05/2022	3/05 Call w/Chair		3/05/22 Call w/Ag Pool Chair	8470 · Ag Meeting Attend -Special	125.00
Bill	03/05/2022	3/05 Call w/Legal		3/05/22 Call w/Ag Pool Legal Counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	03/06/2022	3/06 Call w/Legal		3/06/22 Call w/Ag Pool Legal Counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	03/08/2022	3/08 Call w/Chair		3/08/22 Call w/Ag Pool Chair and Legal Counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	03/08/2022	3/08 Board Officers		3/08/22 Board Officers Meeting	6311 · Board Member Compensation	125.00
Bill	03/09/2022	3/09 Prado Basin Mtg		3/09/22 Prado Basin Habitat Sustainability Update	6311 · Board Member Compensation	125.00
Bill	03/10/2022	3/10 Ag Pool Mtg		3/10/22 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	03/17/2022	3/17 Advisoy Comm		3/17/22 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	03/17/2022	3/17 Board Officers		3/17/22 Board Officers/Pool Chairs Meeting	6311 · Board Member Compensation	125.00
Bill	03/18/2022	3/18 Sepcial Ag Mtg		3/18/22 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	03/18/2022	3/18 Call w/Chair		3/18/22 Call w/Ag Pool Chair	8470 · Ag Meeting Attend -Special	125.00
Bill	03/18/2022	3/18 Call w/Legal		3/18/22 Call w/Ag Pool Legal Counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	03/22/2022	3/22 Call w/Legal		3/22/22 Call w/Ag Pool Legal Counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	03/22/2022	3/22 Board Officers		3/22/22 Board Officers Meeting	6311 · Board Member Compensation	125.00
Bill	03/24/2022	3/24 Call w/Chair		3/22/22 Call w/Ag Pool Chair	8470 · Ag Meeting Attend -Special	125.00
Bill	03/24/2022	3/24 Board Mtg		3/24/22 Board Meeting	6311 · Board Member Compensation	125.00
Bill	03/25/2022	3/25 Call w/Legal		3/25/22 Call w/Ag Pool Legal Counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	03/25/2022	3/25 Call w/Bd Chair		3/25/22 Call w/Board Chair	6311 · Board Member Compensation	125.00
Bill	03/28/2022	3/28 Call w/Chair		3/28/22 Call w/Ag Pool Chair and Legal Counsel	8470 · Ag Meeting Attend -Special	125.00
Bill	03/31/2022	3/31 Call w/Chair		3/31/22 Call w/Ag Pool Chair	8470 · Ag Meeting Attend -Special	125.00
TOTAL						2,500.00
Bill Pmt -Check	05/03/2022	23485	POWERS ELECTRIC PRODUCTS CO.	7103.5	1012 · Bank of America Gen'l Ckg	
Bill	03/22/2022	74649		Replacement cables	7104.9 · Grdwtr Level-Capital Equip	1,578.12
TOTAL						1,578.12
Bill Pmt -Check	05/03/2022	23486	PREMIERE GLOBAL SERVICES	30882499	1012 · Bank of America Gen'l Ckg	
Bill	04/29/2022	30882499		Fee - General	6022 · Telephone	39.00
				Fee - Confidential	6022 · Telephone	39.00
				Service fee	6022 · Telephone	8.50
				Call shortfall	6022 · Telephone	78.00
TOTAL						164.50
Bill Pmt -Check	05/03/2022	23487	PURCHASE POWER	8000-9090-0016-8851	1012 · Bank of America Gen'l Ckg	

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
Bill	04/29/2022	8000909000168851		Postage refill - 3/28/22	6042 · Postage - General	500.00
TOTAL						<u>500.00</u>
Bill Pmt -Check	05/03/2022	23488	READY REFRESH	0023230253	1012 · Bank of America Gen'l Ckg	
Bill	04/22/2022	0023230253		Office Water Bottle - April 2022	6031.7 · Other Office Supplies	78.89
				Dispenser cleaning - every 6 months	6031.7 · Other Office Supplies	189.98
TOTAL						<u>268.87</u>
Bill Pmt -Check	05/03/2022	23489	SPECTRUM BUSINESS	2031978432322	1012 · Bank of America Gen'l Ckg	
Bill	04/27/2022	2031978042322		4/23/22-5/22/22	6053 · Internet Expense	1,105.31
TOTAL						<u>1,105.31</u>
Bill Pmt -Check	05/03/2022	23490	STAPLES BUSINESS ADVANTAGE	8066017376	1012 · Bank of America Gen'l Ckg	
Bill	04/25/2022	8066017376		Name badges, tent cards	6031.7 · Other Office Supplies	103.50
TOTAL						<u>103.50</u>
Bill Pmt -Check	05/03/2022	23491	TELLEZ-FOSTER, EDGAR	Employee Reimbursement	1012 · Bank of America Gen'l Ckg	
Bill	04/29/2022			Ops staff meeting on 4/15/22	6141.3 · Admin Meetings	90.53
				Parking for 4/13/22 ISMAR Symposium	6191 · Conferences - General	17.50
Bill	04/29/2022			4/22/22 court hearing debrief mtg	6909.1 · OBMP Meetings	46.28
				Toll Road fees for 4/13/22 ISMAR Symposium	6191 · Conferences - General	34.45
TOTAL						<u>188.76</u>
Bill Pmt -Check	05/03/2022	23492	UNION 76	Vehicle Fuel	1012 · Bank of America Gen'l Ckg	
Bill	04/29/2022	7076224530355049		April 2022	6175 · Vehicle Fuel	479.45
TOTAL						<u>479.45</u>
Bill Pmt -Check	05/03/2022	23493	VISION SERVICE PLAN	00-101789-0001	1012 · Bank of America Gen'l Ckg	
Bill	04/27/2022	814959381		Vision Insurance Premium - May 2022	60182.2 · Dental & Vision Ins	93.83
TOTAL						<u>93.83</u>
Bill Pmt -Check	05/03/2022	23494	VERIZON WIRELESS	990404827	1012 · Bank of America Gen'l Ckg	
Bill	04/29/2022	9904040827		Acct #470810953-00002	7103.7 · Grdwtr Qual-Computer Svc	58.03
TOTAL						<u>58.03</u>
Bill Pmt -Check	05/04/2022	ACH 050422	CALPERS	1394905143	1012 · Bank of America Gen'l Ckg	
Bill	05/01/2022	1394905143		Medical Insurance Premiums - May 2022	60182.1 · Medical Insurance	12,535.42
TOTAL						<u>12,535.42</u>
Bill Pmt -Check	05/04/2022	23495	ACWA JOINT POWERS INSURANCE AUTHORITY	0686143	1012 · Bank of America Gen'l Ckg	

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	05/03/2022	0686143		Prepayment - June 2022 May 2022	1409 · Prepaid Life, BAD&D & LTD 60191 · Life & Disab.Ins Benefits	304.92 304.92
TOTAL						609.84
Bill Pmt -Check	05/04/2022	23496	APPLIED COMPUTER TECHNOLOGIES	35447	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2022	35447		Database Consulting Services - April 2022	6052.2 · Applied Computer Technol	3,850.00
TOTAL						3,850.00
Bill Pmt -Check	05/04/2022	23497	BURRTEC WASTE INDUSTRIES, INC.	N2112730259	1012 · Bank of America Gen'l Ckg	
Bill	05/03/2022	N2112730259		May 2022	6024 · Building Repair & Maintenance	142.50
TOTAL						142.50
Bill Pmt -Check	05/04/2022	23498	MONTUORI, KERRY K.	4/22/22 Hearing Transcript	1012 · Bank of America Gen'l Ckg	
Bill	04/22/2022	4/22 Hearing Transcr		4/22/22 Court Hearing Transcript Shipping fee	6046 · Legal Publications/Services 6046 · Legal Publications/Services	1,037.00 9.00
TOTAL						1,046.00
Bill Pmt -Check	05/04/2022	23499	RR FRANCHISING, INC.	111234	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2022	111234		Electrostatic spraying on 4/02, 4/16, and 4/30.	6024 · Building Repair & Maintenance	667.50
TOTAL						667.50
Bill Pmt -Check	05/04/2022	23500	STATE COMPENSATION INSURANCE FUND	1000293050	1012 · Bank of America Gen'l Ckg	
Bill	05/01/2022	1000293050		Policy # 1970970 - Premium charge 4/26/22-5/26/22	60183 · Worker's Comp Insurance	702.33
TOTAL						702.33
Bill Pmt -Check	05/04/2022	ACH 050422	BANK OF AMERICA	XXXX-XXXX-XXXX-4026	1012 · Bank of America Gen'l Ckg	
Bill	05/04/2022	XXXX-XXXX-XXXX-4026		Down payment on Switch upgrade Reg. 4/13/22 ISMAR11 Seminar - JN/AN/ETF/PK Miscellaneous office supplies Miscellaneous office supplies 3/18/22 Board Workshop prep meeting Miscellaneous office supplies Miscellaneous office supplies New employee search New employee search New employee search Miscellaneous office supplies Miscellaneous office supplies Software purchase - Kahoot Miscellaneous office supplies	6055 · Computer Hardware 6193.2 · Conference - Registration Fee 6031.7 · Other Office Supplies 6031.7 · Other Office Supplies 6312 · Meeting Expenses 6031.7 · Other Office Supplies 6031.7 · Other Office Supplies 6016 · New Employee Search Costs 6016 · New Employee Search Costs 6016 · New Employee Search Costs 6031.7 · Other Office Supplies 6031.7 · Other Office Supplies 6054 · Computer Software 6031.7 · Other Office Supplies	972.84 1,320.00 21.68 93.98 188.87 40.83 1,121.08 144.00 49.95 99.90 46.04 15.06 61.80 169.48

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Type	Date	Num	Name	Memo	Account	Paid Amount
				Miscellaneous office supplies	6031.7 · Other Office Supplies	53.24
				Transcript for 2/04/22 court hearing	6046 · Legal Publications/Services	121.00
				New employee search	6016 · New Employee Search Costs	144.00
				Tablet purchase	6055 · Computer Hardware	521.19
				Uber - P. Kavounas will reimburse	6174 · Public Transportation	18.16
				Uber - P. Kavounas will reimburse	6174 · Public Transportation	18.03
				P. Kavounas mtg w/IEUA	8312 · Meeting Expenses	106.35
				P. Kavounas mtg w/CVWD, City of Pomona	8312 · Meeting Expenses	51.13
TOTAL						5,378.61
General Journal	05/05/2022	05/05/2022	Payroll and Taxes for 04/17/22-04/30/22	Payroll and Taxes for 04/17/22-04/30/22	1012 · Bank of America Gen'l Ckg	
			ADP, LLC	Direct Deposits for 04/17/22-04/30/22	1012 · Bank of America Gen'l Ckg	35,826.38
			ADP, LLC	Payroll Taxes for 04/17/22-04/30/22	1012 · Bank of America Gen'l Ckg	13,928.25
			ADP, LLC	Checks for 04/17/22-04/30/22	1012 · Bank of America Gen'l Ckg	1,796.94
			MISSIONSQUARE RETIREMENT	457(b) EE Deductions for 04/17/22-04/30/22	1012 · Bank of America Gen'l Ckg	5,929.82
			MISSIONSQUARE RETIREMENT	401(a) EE Deductions for 04/17/22-04/30/22	1012 · Bank of America Gen'l Ckg	1,809.06
TOTAL						59,290.45
Bill Pmt -Check	05/05/2022	ACH 050522	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	05/05/2022	05/05/2022	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 04/17/22-04/30/22	2000 · Accounts Payable	10,042.04
TOTAL						10,042.04
Bill Pmt -Check	05/09/2022	23501	ACCENT COMPUTER SOLUTIONS, INC.	151339	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2022	151339		Balance due for Switch Upgrade	6055 · Computer Hardware	272.83
TOTAL						272.83
Bill Pmt -Check	05/09/2022	23502	BOWCOCK, ROBERT	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/05/2022	4/05 Storage Workshp		4/05/22 Evergreen Storage Workshop	6311 · Board Member Compensation	125.00
Bill	04/14/2022	4/14 Non Ag Mtg		4/14/22 Non Ag Pool Meeting	6311 · Board Member Compensation	125.00
Bill	04/21/2022	4/21 Advisory Comm		4/21/22 Advisory Committee Meeting	6311 · Board Member Compensation	125.00
Bill	04/22/2022	4/22 Court Hearing		4/22/22 Court Hearing	6311 · Board Member Compensation	125.00
Bill	04/26/2022	4/26 Board Workshop		4/26/22 Board Workshop	6311 · Board Member Compensation	125.00
Bill	04/28/2022	4/28 Board Mtg		4/28/22 Board Meeting	6311 · Board Member Compensation	125.00
TOTAL						750.00
Bill Pmt -Check	05/09/2022	23503	CURATALO, JAMES	Board Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/05/2022	4/05 Board Officers		4/05/22 Board Officers Meeting re Court Filings	6311 · Board Member Compensation	125.00
Bill	04/07/2022	4/07 Appro Pool Conf		4/07/22 Appropriative Pool Confidential Session	6311 · Board Member Compensation	125.00
Bill	04/08/2022	4/08 Court Hearing		4/08/22 Court Hearing	6311 · Board Member Compensation	125.00
Bill	04/12/2022	4/12 Board Officers		4/12/22 Board Officers Check-in	6311 · Board Member Compensation	125.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
May 2022

Financial Report - B6
For Informational Purposes Only

Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	04/14/2022	4/14	Appro Pool Mtg	4/14/22 Appropriative Pool Meeting	6311 · Board Member Compensation	125.00
Bill	04/21/2022	4/21	Board Officers	4/21/22 Board Officers/Pool Leadership Meeting	6311 · Board Member Compensation	125.00
Bill	04/22/2022	4/22	Court Hearing	4/22/22 Court Hearing	6311 · Board Member Compensation	125.00
Bill	04/25/2022	4/25	Admin Mtg	4/25/22 Administrative Meeting with P. Kavounas	6311 · Board Member Compensation	125.00
Bill	04/26/2022	4/26	Board Workshop	4/26/22 Board Workshop	6311 · Board Member Compensation	125.00
Bill	04/28/2022	4/28	Legal Counsel	4/28/22 Meeting w/Legal Counsel	6311 · Board Member Compensation	125.00
TOTAL						1,250.00
Bill Pmt -Check	05/09/2022	23504	DE BOOM, NATHAN	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/14/2022	4/14	Ag Pool Mtg	4/14/22 Ag Pool Mtg	8470 · Ag Meeting Attend -Special	125.00
TOTAL						125.00
Bill Pmt -Check	05/09/2022	23505	DE HAAN, HENRY	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/01/2022	3/10	Ag Pool Mtg	3/10/22 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/01/2022	3/18	Special Ag Mtg	3/18/22 Special Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/14/2022	4/14	Ag Pool Mtg	4/14/22 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
TOTAL						375.00
Bill Pmt -Check	05/09/2022	23506	FILIPPI, GINO	Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/14/2022	4/14	Ag Pool Mtg	4/14/22 Ag Pool Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/21/2022	4/21	Advisory Comm	4/21/22 Advisory Committee Meeting	8470 · Ag Meeting Attend -Special	125.00
Bill	04/28/2022	4/28	Board Mtg	4/28/22 Board Meeting	8470 · Ag Meeting Attend -Special	125.00
TOTAL						375.00
Bill Pmt -Check	05/09/2022	23507	GEYE, BRIAN	Non-Ag Pool Member Compensation	1012 · Bank of America Gen'l Ckg	
Bill	04/05/2022	4/05	Storage Workshp	4/05/22 Evergreen Storage Workshop	8511 · Non-Ag Pool Member Compensation	125.00
Bill	04/08/2022	4/08	Court Hearing	4/08/22 Court Hearing	8511 · Non-Ag Pool Member Compensation	125.00
Bill	04/14/2022	4/14	Non Ag Pool Mtg	4/14/22 Non Ag Pool Meeting	8511 · Non-Ag Pool Member Compensation	125.00
Bill	04/19/2022	4/19	Budget Workshop	4/19/22 Budget Workshop #1	8511 · Non-Ag Pool Member Compensation	125.00
Bill	04/21/2022	4/21	Advisory Comm	4/21/22 Advisory Committee Meeting	8511 · Non-Ag Pool Member Compensation	125.00
Bill	04/21/2022	4/21	Bd Officers	4/21/22 Board Officers/Pool Leadership Meeting	8511 · Non-Ag Pool Member Compensation	125.00
Bill	04/22/2022	4/22	Court Hearing	4/22/21 Court Hearing	8511 · Non-Ag Pool Member Compensation	125.00
Bill	04/26/2022	4/26	Budget Workshop	4/26/22 Budget Workshop #2	8511 · Non-Ag Pool Member Compensation	125.00
Bill	04/26/2022	4/26	Board Workshop	4/26/22 Board Workshop	8511 · Non-Ag Pool Member Compensation	125.00
Bill	04/28/2022	4/28	Board Mtg	4/28/22 Board Meeting	8511 · Non-Ag Pool Member Compensation	125.00
TOTAL						1,250.00
Bill Pmt -Check	05/09/2022	23508	TELLEZ-FOSTER, EDGAR	Employee Reimbursement	1012 · Bank of America Gen'l Ckg	
Bill	05/05/2022			5/03/22 Ops Staff mtg	6141.3 · Admin Meetings	77.45
				Supplies for 5/04/22 staff picnic	6141.3 · Admin Meetings	54.38
						54.38

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
May 2022

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Type	Date	Num	Name	Memo	Account	Paid Amount
TOTAL						131.83
Bill Pmt -Check	05/09/2022	23509	WESTERN MUNICIPAL WATER DISTRICT	Board Member Compensation	1012 - Bank of America Gen'l Ckg	
Bill	04/08/2022	4/28 Court Hearing		4/08/22 Court Hearing - Gardner	6311 - Board Member Compensation	125.00
Bill	04/14/2022	4/14 Appro Pool Mtg		4/14/22 Appropriative Pool Meeting - Gardner	6311 - Board Member Compensation	125.00
Bill	04/22/2022	4/22 Court Hearing		4/22/22 Court Hearing - Gardner	6311 - Board Member Compensation	125.00
Bill	04/26/2022	4/26 Board Workshop		4/26/22 Board Workshop - Gardner	6311 - Board Member Compensation	125.00
Bill	04/28/2022	4/28 Board Mtg		4/28/22 Board Meeting - Gardner	6311 - Board Member Compensation	125.00
TOTAL						625.00
General Journal	05/10/2022	05/10/2022	HEALTH EQUITY	Health Equity Invoice 3745133	1012 - Bank of America Gen'l Ckg	
			HEALTH EQUITY	Health Equity Invoice 3745133	1012 - Bank of America Gen'l Ckg	26.91
TOTAL						26.91
Bill Pmt -Check	05/17/2022	23510	CORELOGIC INFORMATION SOLUTIONS	82131978	1012 - Bank of America Gen'l Ckg	
Bill	04/30/2022	82131978		April 2022	7103.7 - Grdwtr Qual-Computer Svc	62.50
				82131978	7101.4 - Prod Monitor-Computer	62.50
TOTAL						125.00
Bill Pmt -Check	05/17/2022	23511	EGOSCUE LAW GROUP, INC.	Ag Pool Legal Services	1012 - Bank of America Gen'l Ckg	
Bill	04/30/2022			April 2022 - General Counsel	8467 - Ag Legal & Technical Services	43,520.50
TOTAL						43,520.50
Bill Pmt -Check	05/17/2022	23512	FIRST LEGAL NETWORK LLC	40061222	1012 - Bank of America Gen'l Ckg	
Bill	04/30/2022	40061222		Court filings for April 2022	6061.5 - Court Filing Services	1,856.96
TOTAL						1,856.96
Bill Pmt -Check	05/17/2022	23513	GRAINGER	9292788701	1012 - Bank of America Gen'l Ckg	
Bill	04/27/2022	9292788701		Miscellaneous water quality monitoring supplies acc 7103.6	Grdwtr Qual-Supplies	339.00
TOTAL						339.00
Bill Pmt -Check	05/17/2022	23514	IN-SITU, INC.	Miscellaneous Invoices	1012 - Bank of America Gen'l Ckg	
Bill	04/29/2022	00151864		Solution	7104.6 - Grdwtr Level-Supplies	189.28
Bill	05/03/2022	1042771		Solution	7104.6 - Grdwtr Level-Supplies	161.63
TOTAL						350.91
Bill Pmt -Check	05/17/2022	23515	LAW OFFICE OF ALLEN W. HUBSCH	Non-Ag Pool Legal Services	1012 - Bank of America Gen'l Ckg	
Bill	04/30/2022			April 2022	8567 - Non-Ag Legal Service	8,406.00
TOTAL						8,406.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
May 2022

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	05/17/2022	23516	LEGAL SHIELD	111802	1012 - Bank of America Gen'l Ckg	
Bill	05/13/2022	111802		Employee deductions - May 2022	60194 - Other Employee Insurance	135.50
TOTAL						135.50
Bill Pmt -Check	05/17/2022	23517	EASTVALE DEVELOPMENT COMPANY - PIERS Board Member & Ag Pool Member Compensatic	1012 - Bank of America Gen'l Ckg		
Bill	04/04/2022	4/04 Call w/Chair		4/04/22 Call w/Ag Pool Chair	8470 - Ag Meeting Attend -Special	125.00
Bill	04/05/2022	4/05 Call w/Legal		4/05/22 Call w/Ag Pool Chair and Legal Counsel	8470 - Ag Meeting Attend -Special	125.00
Bill	04/05/2022	4/05 Call w/Chair		4/05/22 Call w/Ag Pool Chair	8470 - Ag Meeting Attend -Special	125.00
Bill	04/05/2022	4/05 Storage Workshp		4/05/22 Storage Workshop	6311 - Board Member Compensation	125.00
Bill	04/06/2022	4/06 Call w/Legal		4/06/22 Call w/Legal Counsel	8470 - Ag Meeting Attend -Special	125.00
Bill	04/07/2022	4/07 Call w/Chair		4/07/22 Call w/Ag Pool Chair and Legal Counsel	8470 - Ag Meeting Attend -Special	125.00
Bill	04/08/2022	4/08 Call w/Chair		4/08/22 Call w/Ag Pool Chair	8470 - Ag Meeting Attend -Special	125.00
Bill	04/08/2022	4/08 Call w/Legal		4/08/22 Call w/Ag Pool Chair and Legal Counsel	8470 - Ag Meeting Attend -Special	125.00
Bill	04/08/2022	4/08 Court Hearing		4/08/22 Court Hearing	6311 - Board Member Compensation	125.00
Bill	04/12/2022	4/12 Board Officers		4/12/22 Board Officers Check-in	6311 - Board Member Compensation	125.00
Bill	04/13/2022	4/13 Call w/Chair		4/13/22 Call w/Chair	8470 - Ag Meeting Attend -Special	125.00
Bill	04/14/2022	4/14 Call w/Chari		4/14/22 Call w/Chair	8470 - Ag Meeting Attend -Special	125.00
Bill	04/14/2022	4/14 Ag Pool Mtg		4/14/22 Ag Pool Meeting	8470 - Ag Meeting Attend -Special	125.00
Bill	04/15/2022	4/15 Call w/Chair		4/15/22 Call w/Chair	8470 - Ag Meeting Attend -Special	125.00
Bill	04/19/2022	4/19 Budget Wkshp 1		4/19/22 Budget Workshop #1	6311 - Board Member Compensation	125.00
Bill	04/20/2022	4/20 Call w/Chair		4/20/22 Call w/Chair	8470 - Ag Meeting Attend -Special	125.00
Bill	04/21/2022	4/21 Advisory Comm		4/21/22 Advisory Committee Meeting	8470 - Ag Meeting Attend -Special	125.00
Bill	04/21/2022	4/21 Call w/Legal		4/21/22 Call w/Ag Pool Chair and Legal Counsel	8470 - Ag Meeting Attend -Special	125.00
Bill	04/21/2022	4/21 Call w/Chair		4/21/22 Call w/Ag Pool Chair and Legal Counsel	8470 - Ag Meeting Attend -Special	125.00
Bill	04/21/2022	4/21 RIPCom		4/21/22 RIPComm Meeting	6311 - Board Member Compensation	125.00
Bill	04/22/2022	4/22 Call w/Legal		4/22/22 Call w/Ag Pool Chair and Legal Counsel	8470 - Ag Meeting Attend -Special	125.00
Bill	04/22/2022	4/22 Call w/Bd Chair		4/22/22 Call w/Board Chair	6311 - Board Member Compensation	125.00
Bill	04/25/2022	4/25 Call w/Bd Chair		4/25/22 Call w/Board Chair	6311 - Board Member Compensation	125.00
Bill	04/26/2022	4/26 Call w/Legal		4/26/22 Call w/Ag Pool Chair and Legal Counsel	8470 - Ag Meeting Attend -Special	125.00
Bill	04/26/2022	4/26 Call w/Chair		4/26/22 Call w/Ag Pool Chair	8470 - Ag Meeting Attend -Special	125.00
Bill	04/26/2022	4/26 Board Officers		4/26/22 Board Officers Meeting	6311 - Board Member Compensation	125.00
Bill	04/28/2022	4/28 Board Mtg		4/28/22 Board Meeting	6311 - Board Member Compensation	125.00
Bill	04/29/2022	4/29 Call w/Legal		4/29/22 Call w/Ag Pool Chair and Legal Counsel	8470 - Ag Meeting Attend -Special	125.00
Bill	04/30/2022	4/30 Call w/Chair		4/30/22 Call w/Ag Pool Chair	8470 - Ag Meeting Attend -Special	125.00
TOTAL						3,625.00
Bill Pmt -Check	05/17/2022	23518	R&D PEST SERVICES	323875	1012 - Bank of America Gen'l Ckg	
Bill	05/12/2022	323875		May 2022 - Treat office and annex for pest control	6024 - Building Repair & Maintenance	100.00
TOTAL						100.00

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
May 2022

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill Pmt -Check	05/17/2022	23519	RR FRANCHISING, INC.	110630	1012 - Bank of America Gen'l Ckg	
Bill	05/01/2022	110630		Monthly service - May 2022	6024 - Building Repair & Maintenance	915.00
TOTAL						915.00
General Journal	05/17/2022	05/17/2022	HEALTH EQUITY	Health Equity Invoice 3768312	1012 - Bank of America Gen'l Ckg	
			HEALTH EQUITY	Health Equity Invoice 3768312	1012 - Bank of America Gen'l Ckg	30.89
TOTAL						30.89
General Journal	05/19/2022	05/19/2022	Payroll and Taxes for 05/01/22-05/14/22	Payroll and Taxes for 05/01/22-05/14/22	1012 - Bank of America Gen'l Ckg	
			ADP, LLC	Direct Deposits for 05/01/22-05/14/22	1012 - Bank of America Gen'l Ckg	33,568.59
			ADP, LLC	Payroll Taxes for 05/01/22-05/14/22	1012 - Bank of America Gen'l Ckg	13,371.03
			ADP, LLC	Payroll Checks for 05/01/22-05/14/22	1012 - Bank of America Gen'l Ckg	2,968.25
			MISSIONSQUARE RETIREMENT	457(b) EE Deductions for 05/01/22-05/14/22	1012 - Bank of America Gen'l Ckg	6,519.24
			MISSIONSQUARE RETIREMENT	401(a) EE Deductions for 05/01/22-05/14/22	1012 - Bank of America Gen'l Ckg	1,811.59
TOTAL						58,238.70
Bill Pmt -Check	05/19/2022	23520	CUCAMONGA VALLEY WATER DISTRICT	Office Lease	1012 - Bank of America Gen'l Ckg	
Bill	05/17/2022			Lease payment due June 1, 2022	1422 - Prepaid Rent	7,588.83
TOTAL						7,588.83
Bill Pmt -Check	05/19/2022	23521	FAVELA, RUBY	Employee Reimbursement	1012 - Bank of America Gen'l Ckg	
Bill	05/17/2022			Supplies for 4/26/22 Board Workshop	6312 - Meeting Expenses	113.52
				Supplies for new employee welcome	6141.3 - Admin Meetings	44.18
				Miscellaneous office supplies	6031.7 - Other Office Supplies	72.66
				Mileage reimbursement	6173 - Airfare/Mileage	32.41
TOTAL						262.77
Bill Pmt -Check	05/19/2022	23522	FRONTIER COMMUNICATIONS	909-484-3890-050914-5	1012 - Bank of America Gen'l Ckg	
Bill	05/17/2022	90948438900509145		Office fax	6022 - Telephone	167.10
TOTAL						167.10
Bill Pmt -Check	05/19/2022	23523	GREAT AMERICA LEASING CORP.	31642695	1012 - Bank of America Gen'l Ckg	
Bill	05/17/2022	31642695		Invoice for May 2022	6043.1 - Ricoh Lease Fee	1,528.34
				Supply freight fee	6043.2 - Ricoh Usage & Maintenance Fee	8.57
				Usage for black images	6043.2 - Ricoh Usage & Maintenance Fee	151.60
				Usage for color images	6043.2 - Ricoh Usage & Maintenance Fee	516.44
TOTAL						2,204.95
Bill Pmt -Check	05/19/2022	23524	PITNEY BOWES GLOBAL FINANCIAL SERVICE	Equipment Lease	1012 - Bank of America Gen'l Ckg	
Bill	05/19/2022	3105480211		Lease Property Tax - Account #0011526621	6044 - Postage Meter Lease	25.53

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
May 2022

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Type	Date	Num	Name	Memo	Account	Paid Amount
Bill	05/19/2022	3105420168		Lease - Account #0011526621	6044 · Postage Meter Lease	454.87
TOTAL						<u>480.40</u>
Bill Pmt -Check	05/19/2022	23525	UNITED HEALTHCARE	052585654716	1012 · Bank of America Gen'l Ckg	
Bill	05/17/2022	052585654716		Dental Insurance Premium - June 2022	60182.2 · Dental & Vision Ins	926.61
TOTAL						<u>926.61</u>
Bill Pmt -Check	05/19/2022	23526	VERIZON WIRELESS	9905710265	1012 · Bank of America Gen'l Ckg	
Bill	04/30/2022	9905710265		Acct #470810953-00002	6022 · Telephone	387.34
TOTAL						<u>387.34</u>
Bill Pmt -Check	05/19/2022	23527	WESTERN AUDIO VISUAL	16651	1012 · Bank of America Gen'l Ckg	
Bill	05/18/2022	16651		Extended service agreement 1 year contract	6055 · Computer Hardware	1,932.00
TOTAL						<u>1,932.00</u>
Bill Pmt -Check	05/19/2022	ACH 051922	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
General Journal	05/14/2022	05/19/2022	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CalPERS Retirement for 05/01/22-05/14/22	2000 · Accounts Payable	10,304.18
TOTAL						<u>10,304.18</u>
General Journal	05/24/2022	05/24/2022	HEALTH EQUITY	Health Equity Invoice 3791570	1012 · Bank of America Gen'l Ckg	
			HEALTH EQUITY	Health Equity Invoice 3791570	1012 · Bank of America Gen'l Ckg	9.73
TOTAL						<u>9.73</u>
Bill Pmt -Check	05/25/2022	ACH 052522	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Payor #3493	1012 · Bank of America Gen'l Ckg	
Bill	05/01/2022	16786845		Annual Unfunded Accrued Liability-Plan 3299	60180 · Employers PERS Expense	8,989.42
TOTAL						<u>8,989.42</u>
General Journal	05/25/2022	05/25/2022	HEALTH EQUITY	Health Equity Invoice 3694391	1012 · Bank of America Gen'l Ckg	
			HEALTH EQUITY	Health Equity Invoice 3694391	1012 · Bank of America Gen'l Ckg	81.50
TOTAL						<u>81.50</u>
					Total Disbursements:	<u><u>267,169.71</u></u>

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

C. APPLICATION: LOCAL STORAGE AGREEMENTS (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 23, 2022

TO: Board Members

SUBJECT: Application: Local Storage Agreements - ONAP (Consent Calendar Item I.C.)

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 2021/22 (June 30, 2022). [Within WM Duties and Powers]

Recommendation: Approve the proposed agreements.

Financial Impact: None

Future Consideration

Watermaster Board – June 23, 2022: Approval

ACTIONS:

Appropriative Pool – May 12, 2022: Unanimously recommended Advisory Committee to recommend Board approval.

Non-Agricultural Pool – May 12, 2022: Unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem appropriate.

Agricultural Pool – May 12, 2022: Unanimously recommended Advisory Committee to recommend Board approval.

Advisory Committee – June 16, 2022: Unanimously recommended Board to approve.

Watermaster Board – June 23, 2022:

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; Restated Judgment Exhibit H, and Appropriative Pool Pooling Plan ¶¶12, parties are required to have approved Local Storage Agreements for the amounts in their stored water accounts.

The following applications for Local Storage Agreements were noticed to stakeholders on May 6, 2022:

- 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 2021/22 (June 30, 2022).

DISCUSSION

At its April 14, 2022 meeting, the Overlying (Non-Agricultural) Pool directed its Chair and Counsel to submit a “universal” application (Form 1) for Overlying (Non-Agricultural) Pool Excess Carryover “for each member, a quantity equal to the surplus carryover of such member as of midnight on the evening of June 30, 2022” (Attachment 1).

The 500,000 acre-feet Safe Storage Capacity threshold analyzed in the OBMP Implementation Plan PEIR was re-examined and revised to 600,000 acre-feet, through June 30, 2021. On May 27, 2021, the Watermaster Board adopted Resolution 2021-03 (Implementation of the Local Storage Limitation Solution), finding that a proposed order should 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. On June 25, 2021, the Court approved the Implementation of the Local Storage Limitation Solution, increasing the Safe Storage Capacity threshold to 700,000 acre-feet through June 30, 2030, and thereafter, 620,000 acre-feet through June 30, 2035.

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.

The application for Local Storage Agreements was presented to the Pool Committees on May 12, 2022. The Appropriative and Overlying (Agricultural) Pools both unanimously recommended the Advisory Committee to recommend to the Watermaster Board to approve the proposed agreements; the Overlying (Non-Agricultural) Pool unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem appropriate. On June 16, 2022, the Advisory Committee unanimously recommended the Watermaster Board to approve.

The quantities in Parties’ stored water accounts will be finalized at the time the 2022/23 Assessment Package is adopted (generally in November each year).

ATTACHMENTS

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

**APPLICATION
FOR
LOCAL STORAGE AGREEMENT**

APPLICANT

<u>Non-Agricultural Pool Committee, for its members</u> Name of Party	<u>April 17, 2022</u> Date Requested	_____ Date Approved
<u>Various</u> Street Address	<u>For each member, a quantity equal to the surplus carryover of such member as of midnight on the evening of June 30, 2022. See Attachment.</u>	
<u>Various</u> _____ <u>CA</u> _____ <u>Various</u> _____ City State Zip Code		
Telephone: <u>Various</u> _____	Amount Requested	Amount Approved
Facsimile: <u>Various</u>		

TYPE OF WATER TO BE PLACED IN STORAGE

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.
- 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

<input type="checkbox"/> Recharge (Form 2)	N/A: This application applies only to surplus carryover of members of the Non-Agricultural Pool. Surplus carryover consists of unproduced ground water.
<input type="checkbox"/> Transfer of Right to Water in Storage (Form 3)	
<input type="checkbox"/> Transfer from another party to the Judgment (Form 5)	

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

<input type="checkbox"/> Pump from my wells (Form 4)	Other: Any method permitted under the Judgment and/or other governing documents.
<input type="checkbox"/> Transfer to another party to the Judgment (Form 3)	

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

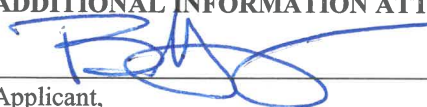
http://www.cbwm.org/rep_engineering.htm and http://cbwm.org/rep_eng_maps.htm

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 14, 2022

TO BE COMPLETED BY WATERMASTER:

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: May 12, 2022

DATE OF APPROVAL FROM AGRICULTURAL POOL: May 12, 2022

DATE OF APPROVAL FROM APPROPRIATIVE POOL: May 12, 2022

HEARING DATE, IF ANY: N/A

DATE OF ADVISORY COMMITTEE APPROVAL: June 16, 2022

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, 2022.

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, 2022 is equal to or less than the carryover of such member for the year ended June 30, 2021.

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 6, 2022

This notice is to advise interested persons that the attached application(s) will come before the Watermaster Board on June 23, 2022.

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **April 17, 2022**

Date of this notice: **May 6, 2022**

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

- Notice 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 2021/22 (June 30, 2022).

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

Appropriative Pool:	May 12, 2022
Non-Agricultural Pool:	May 12, 2022
Agricultural Pool:	May 12, 2022

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

D. APPLICATION: WATER TRANSACTION



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 23, 2022

TO: Board Members

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

SUMMARY:

Issue: The Purchase of 500 acre-feet of water from City of Chino by Monte Vista Water District. The purchase is made from City of Chino's Excess Carryover account. [Within WM Duties and Powers]

Recommendation: Approve the proposed transaction.

Financial Impact: None

Future Consideration

Watermaster Board – June 23, 2022: Approval

ACTIONS:

Appropriative Pool – May 12, 2022: Unanimously recommended Advisory Committee to recommend to the Watermaster Board to approve.

Non-Agricultural Pool – May 12, 2022: Unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem appropriate.

Agricultural Pool – May 12, 2022: Unanimously recommended Advisory Committee to recommend to the Watermaster Board to approve.

Advisory Committee – June 16, 2022: Unanimously recommended Watermaster Board to approve.

Watermaster Board – June 23, 2022:

*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, Watermaster must approve the transaction. Where the request for Watermaster approval is submitted by a Party to the Judgment, there is a rebuttable presumption that most of the transactions do not result in material physical injury to a Party to the Judgment or the Basin (Storage and Recovery Programs do not have this presumption).

The date of this application is April 20, 2022. Notice of the transaction was transmitted electronically on May 6, 2022 along with the materials submitted by the requestor.

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 and based on current data, we cannot conclude that the proposed water transaction will cause material physical injury to a Party to the Judgment, or to the Basin.

On May 12, 2022, the proposed transaction was presented to the Pool Committees for consideration. The Appropriative and Overlying (Agricultural) Pools both unanimously recommended Advisory Committee to recommend to the Watermaster Board to approve. The Overlying (Non-Agricultural) Pool unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem appropriate. The proposed transaction was then presented to the Advisory Committee for consideration on June 16, 2022 and was unanimously recommended to the Watermaster Board for approval.

ATTACHMENTS

1. Consolidate 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 2021 - 2022

DATE REQUESTED: April 20, 2022

AMOUNT REQUESTED: 500 Acre-Feet

<p>TRANSFER FROM (SELLER / TRANSFEROR):</p> <p><u>City of Chino</u> Name of Party</p> <p><u>13220 Central Avenue</u> Street Address</p> <p><u>Chino</u> <u>CA</u> <u>91710</u> City State Zip Code</p> <p><u>(909) 334-3404</u> Telephone</p> <p><u>dcrosley@cityofchino.org</u> Facsimile</p>	<p>TRANSFER TO (BUYER / TRANSFEREE):</p> <p><u>Monte Vista Water District</u> Name of Party</p> <p><u>10575 Central Avenue</u> Street Address</p> <p><u>Montclair</u> <u>CA</u> <u>91763</u> City State Zip Code</p> <p><u>(909) 267-2113</u> Telephone</p> <p><u>bschwartz@mvwd.org</u> Facsimile</p>
---	---

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

PURPOSE OF TRANSFER:

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

WATER IS TO BE TRANSFERRED FROM:

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

MVWD's regular production facilities

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

N/A

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:

Nitrates, DBCP, Perchlorate, and TCP levels are being addressed through blending and/or treatment.

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

Static water levels range from 415 feet (bgs) to 673 feet (bgs) as of January 2022.

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

Dave Crosley

Seller / Transferor Representative Name (Printed)

Bill Schwartz

Buyer / Transferee Representative Signature

Bill Schwartz

Buyer / Transferee Representative Name (Printed)

Digitally signed by Bill Schwartz
DN: cn=Director of Engineering, o=Harris Water Meter District,
c=CA, email=Bill.Schwartz@hwmtd.org
Reason: I am approving this document
Location: your signing location here
Date: 2022.04.23 07:54:11-0700
Four-PDF Super version 1.0.0.0

TO BE COMPLETED BY WATERMASTER STAFF:

DATE OF WATERMASTER NOTICE: May 6, 2022

DATE OF APPROVAL FROM APPROPRIATIVE POOL: May 12, 2022

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: May 12, 2022

DATE OF APPROVAL FROM AGRICULTURAL POOL: May 12, 2022

HEARING DATE, IF ANY: N/A

DATE OF ADVISORY COMMITTEE APPROVAL: June 16, 2022

DATE OF BOARD APPROVAL: _____

CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

WATER TRANSACTIONS – ACTIVITIES

Date of Notice:

May 6, 2022

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

TRANSFER OF WATER

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

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **April 20, 2022**

Date of this notice: **May 6, 2022**

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

- Notice of Sale or Transfer –The purchase of 500 acre-feet of water from City of Chino by Monte Vista Water District. This purchase is made from City of Chino’s Excess Carryover Account.

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

Appropriative Pool: May 12, 2022

Non-Agricultural Pool: May 12, 2022

Agricultural Pool: May 12, 2022

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

E. 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 23, 2022

TO: Board Members

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

SUMMARY:

Issue: Watermaster seeks to enter into a contract with Rauch Communication Consultants, Inc. to aid in the creation of the 45th Annual Report (Fiscal Year 2021/22). Rauch Communications Consultants have been providing services to Watermaster since 2002.
[Normal Course of Business]

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

Financial Impact: The contract expenses of \$22,385 are funded within the FY 2022/23 budget under account number 6061.3, which was adopted by the Board on May 26, 2022.

Future Consideration

Watermaster Board – June 23, 2022: Approve and authorize the General Manager to execute the contract on behalf of Watermaster

ACTIONS:

Watermaster Board – June 23, 2022:

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 45th Annual Report are shown in the Scope of Work (Addendum A) – (Attachment 2). All costs for the 45th Annual Report are included in the approved Fiscal Year 2022/23 budget.

ATTACHMENTS

1. Professional Public Outreach Services Agreement
2. Scope of Work

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 23rd day of June, 2022 (the “Effective Date”).

1. Term of Agreement. This Agreement will become effective as of the Effective Date. This Agreement will terminate on June 30, 2023 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 (“Fees”). 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 the Watermaster for Fees 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 the Watermaster supporting any such Expenses or Fees.

 - ii. The Watermaster Contact will verify the Fees 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 Fees 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. The 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 the 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 the Watermaster to perform the Services, unless, in either case, the 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 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 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, and Consultant must promptly provide to the Company a completed IRS Form W-9 and other documentation as may be needed from time to time by the Watermaster. 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 agents will be eligible for benefits from the Watermaster or any related entity, including 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 agents of Consultant. No agent of Consultant will be deemed to be a third-party beneficiary hereunder, nor will any 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 agents of Consultant. The Watermaster will not be responsible for payments due and owing to any 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 may have no legal obligation to do so, Consultant will reimburse the Watermaster therefor, and the 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. The Watermaster may, in its sole discretion, provide compensation in lieu of all or a portion of the notice period, regardless of who initiates the termination, prorating the fees as appropriate. Payment in lieu of notice will be calculated by averaging the fees received during the prior three (3) month period (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 or its agents 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 the Watermaster's policy against harassment; (ii) serious personal or professional misconduct by Consultant or its agents (including dishonesty, fraud, misappropriation, criminal activity or gross or willful neglect of duty); (iii) breach of Consultant's duties to the Watermaster (including 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 the Watermaster to perform the Services are not maintained or renewed, or are revoked or suspended by an authorized 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 the Watermaster. The Watermaster's exercise of its right to terminate for Cause will be without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. In the event of termination for Cause by the Watermaster, the only compensation due to Consultant will be payment of Fees 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 (calculated as set forth below), 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 to the Watermaster, then 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 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 and its agents 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 them, as they may be modified from time to time, including the Watermaster's policies against harassment and discrimination.
- c. Qualifications. Consultant and its agents understand that the 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 the Watermaster, including promptly reporting to the 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 select areas of 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 non-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 the 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 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 may or may not, include Consultant or its agents as 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 restrictive covenants and non-compete obligations) in order to allow the Watermaster the opportunity to assess any such restrictions and their potential impact on the 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 the Watermaster's premises or introduce such information onto the 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 the 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 agents. 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 (all of which is referred to as "Confidential Information").
 - i. Confidential Information includes any information (whether in paper or electronic form, or contained in the memory of Consultant and/or its agents, 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; the identities and contact information of, and details regarding the 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 and/or its agents in the course of business and/or in the course of performing the Services 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 the 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 the Watermaster to transmit any Confidential Information to Consultant, or be construed as granting any license or any other rights with respect to the Watermaster's proprietary rights or Confidential Information.
- iii. If, during the Term or at any time thereafter, Consultant or its agents receive a request to disclose any Confidential Information, whether under the terms of a subpoena, court order, or other governmental order or otherwise, Consultant and/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 and its agents will furnish only such portion of the Confidential Information as, in the written opinion of legal counsel satisfactory to the Watermaster, Consultant and its agents are 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 Confidential Information, 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 the 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 the 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 the Watermaster, whether by implication, estoppel, act of law, or any other theory or reason.

- i. 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 the Watermaster if it learns or suspects that current or former agents of the 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 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, 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 agent engaged by or through Consultant to perform the Services and any statutory or common law claims brought by Consultant's agents 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 injury to or death of 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 Section 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, 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 or claims at issue, (ii) any proceeding initiated by the Watermaster against Consultant and/or its agents, (iii) any proceeding or claims 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 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, Consultant's remedy, if any, for any breach of this Agreement, will be solely in damages, and Consultant may look solely to the Watermaster for recovery of such damages. Consultant waives and relinquishes any right Consultant may otherwise have to obtain injunctive or equitable relief against any third party with respect to

any dispute arising under this Agreement. Notwithstanding anything to the contrary in this Agreement, the Watermaster's entire liability, and Consultant's ability to recover damages, at law or in equity with respect to any and/or all claims, damages, losses, costs or causes of action arising from or related to this Agreement (other than any action for payment of the Services and invoices related thereto) may not exceed the aggregate dollar amount paid by the Watermaster to Consultant under this Agreement.

9. General Provisions.

- a. Entire Agreement. This Agreement, along with other documents incorporated herein, constitutes the entire agreement between the Watermaster and Consultant relating to the subject matter hereof and supersedes all prior oral and written understandings, communications and agreements relating to such subject matter, whether verbal or written, implied or otherwise. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement will be controlling. Unless otherwise agreed by the Parties, all services performed by Consultant for the 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. Nothing in this Agreement will be construed as limiting in any manner the ability of Consultant and/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 the 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 (which will not constitute notice) 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; Venue; Fees 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 substantially 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, including expert witness fees.
- 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), the 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*
Martin Rauch
Its: President

By: _____
Peter Kavounas
Its: General Manager

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 the Watermaster, and with the Watermaster having sole and absolute discretion to request removal of any such Service Provider to provide the Services described herein, which include the following:

- **[Insert description of services.]**

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 restrictive covenants and non-compete obligations, in order to allow the Watermaster the opportunity to assess any such restrictions and their potential impact on the 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

[Insert]



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 17, 2022 **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 developing an initial version in the design software 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 are will be located on a secure password protected RCC server 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 \$22,385.

COST ESTIMATE DETAILS

45th Annual Report Proposal	Senior Consultant	Graphic Design	Writing, Research	Admin. + Production	Subtotal
	\$195	\$105	\$70	\$70	
Hours	7	0	6	0	13
Step 1. Research and coordination	\$1,365	\$0	\$420	\$0	\$1,785
Hours	48	0	20	1	69
Step 2. Outline, write, edit, proof document	\$9,360	\$0	\$1,400	\$70	\$10,830
Hours	6	33	0	2	41
Step 3. Graphic design, select and choose photos, frame appendices	\$1,170	\$3,465	\$0	\$140	\$4,775
Hours	3	30	8	10	51
Step 4. Review, comment and insert appendices with consistent formatting	\$585	\$3,150	\$560	\$700	\$4,995
TOTAL	\$12,480	\$6,615	\$2,380	\$910	\$22,385


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 \$195 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 the first name "Martin" and the last name "Rauch" clearly distinguishable.

Martin Rauch, Principal Consultant
Rauch Communication Consultants, Inc.

CHINO BASIN WATERMASTER

I. CONSENT CALENDAR

F. 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 23, 2022

TO: Board Members

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

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. [Normal Course of Business]

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

Financial Impact: The FY 2022/23 budget (which includes account number 6052.2 in the amount of \$48,600 was approved by the Board on May 26, 2022. The contract expenses of \$48,600 have been funded within the FY 2022/23 budget.

Future Consideration

Watermaster Board – June 23, 2022: Approve and authorize the General Manager to execute the contract on behalf of Watermaster

ACTIONS:

Watermaster Board – June 23, 2022:

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 2022/23, Watermaster intends to enter into another one-year professional services agreement with Applied Computer

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

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

The software development and SQL database administrator services scope of work for July 1, 2022 to June 30, 2023 are shown in the Scope of Work (Addendum A) - (Attachment 2). As reported above, the budget of \$48,600 for the estimated costs for the FY 2022/23 ongoing services have been included in the approved FY 2022/23 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 23rd day of June, 2022 (the “Effective Date”).

1. Term of Agreement. This Agreement will become effective as the Effective Date. This Agreement will terminate on June 30, 2023 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 \$4,050.00 per month, for a total amount of \$48,600.00 over the Term of the Agreement (“Fees”).

 - 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 the Watermaster for Fees 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 the Watermaster supporting any such Expenses or Fees.

 - ii. The Watermaster Contact will verify the Fees 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 Fees 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. The 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 the 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 duties, 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 the Watermaster to perform the Services, unless, in either case, the 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 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 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, and Consultant must promptly provide the Company a completed IRS Form W-9 and other documentation as may be needed from time to time by the Watermaster. 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 agents will be eligible for benefits from the Watermaster or any related entity, including workers' compensation, unemployment insurance, health, dental, vision, life or disability insurance, paid holidays, sick leave, vacation or other paid time off, pension or 401(k) plans, educational assistance, expense reimbursement, or any other employee benefit that may be offered now or in the future.

e. No Third-Party Beneficiaries. This Agreement is between the Watermaster and Consultant, and creates no individual rights for any agents of Consultant. No agent of Consultant will be deemed to be a third-party beneficiary hereunder, nor will any 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 agents of Consultant. The Watermaster will not be responsible for payments due and owing to any 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 may have no legal obligation to do so, Consultant will reimburse the Watermaster therefor, and the Watermaster may offset any amounts due and owing the 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. The Watermaster may, in its sole discretion, provide compensation in lieu of all or a portion of the notice period, regardless of who initiates the termination, prorating the fees as appropriate. Payment in lieu of notice will be calculated by averaging the fees received during the prior three (3) month period and pro-rating as appropriate.

b. Termination for Cause by the Watermaster. The Watermaster may terminate this Agreement immediately for "Cause." Cause includes, but is not be limited to, the following, as determined in the Watermaster's sole discretion: (i) failure of Consultant or its agents to comply in any material respect with this Agreement, including failure to perform the Services in a satisfactory manner, breach of any other agreements between the Parties, or violation of any applicable Watermaster policy or procedure, including the Watermaster's policy against harassment; (ii) serious personal or professional misconduct by Consultant or its agents (including dishonesty, fraud, misappropriation, criminal activity or gross or willful neglect of duty); (iii) breach of Consultant's duties to the Watermaster (including theft or misuse of Watermaster property) by Consultant or its agents; (iv) conduct that threatens public health or safety, or threatens to do immediate or substantial harm to the Watermaster's Business (as defined below), including potentially subjecting the Watermaster to civil or criminal liability; (v) falsification by Consultant or its agents of any business-related document, including invoices, or the making of any materially false or misleading statement by Consultant or its agents to or in connection with the Watermaster; or (vi) an investigation that could have an adverse impact on the Watermaster is commenced with respect to Consultant and/or its agents by an authorized regulatory agency; (vii) failure or refusal of Consultant or its agents to submit to a legally-permissible drug screening, testing and/or medical examinations; (viii) the professional license(s), and/or qualifications of Consultant and/or its agents deemed necessary by the Watermaster to perform the Services are not maintained or renewed, or are revoked or suspended by an authorized 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 the Watermaster. The Watermaster's exercise of its right to terminate for Cause will be without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. In the event of termination for Cause by the Watermaster, the only compensation due to Consultant will be payment of Fees 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 (calculated as set forth below), 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 to the Watermaster, then 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 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 and its agents 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 agrees to comply with other Watermaster policies that may be applicable to them, as they may be modified from time to time, including the Watermaster's policies against harassment and discrimination.
- c. Qualifications. Consultant and its agents understand that the 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 cause its agents to do the same. Consultant and its agents must keep all licenses/certification records fully up to date with the Watermaster, including promptly reporting to the 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 select areas of 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 non-Watermaster equipment, devices 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 the 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 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 may or may not, include Consultant or its agents as 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 restrictive covenants and non-compete obligations) in order to allow the Watermaster the opportunity to assess any such restrictions and their potential impact on the 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 the Watermaster's premises or introduce such information onto the 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 the 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 agents. 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 (all of which is referred to as "Confidential Information").
- i. Confidential Information includes any information (whether in paper or electronic form, or contained in the memory of Consultant and/or its agents, 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; the identities and contact information of, and details regarding the 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 and/or its agents in the course of business and/or in the course of performing the Services 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 the 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 the Watermaster to transmit any Confidential Information to Consultant, or be construed as granting any license or any other rights with respect to the Watermaster's proprietary rights or Confidential Information.
- iii. If, during the Term or at any time thereafter, Consultant or its agents receive a request to disclose any Confidential Information, whether under the terms of a subpoena, court order, or other governmental order or otherwise, Consultant and/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 and its agents will furnish only such portion of the Confidential Information as, in the written opinion of legal counsel satisfactory to the Watermaster, Consultant and its agents are 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 Confidential Information, 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 the 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 the 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 the Watermaster, whether by implication, estoppel, act of law, or any other theory or reason.
- i. 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 the Watermaster if it learns or suspects that current or former agents of the 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 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, 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 agent engaged by or through Consultant to perform the Services and any statutory or common law claims brought by Consultant's agents 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; misclassifications or failures 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 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 injury to or death of 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 Section 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, 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 or claims at issue, (ii) any proceeding initiated by the Watermaster against Consultant and/or its agents, (iii) any proceeding or claims 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 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, Consultant's remedy, if any, for any breach of this Agreement, will be solely in damages, and Consultant may look solely to the Watermaster for recovery of such damages. Consultant waives and relinquishes any right Consultant may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement. Notwithstanding anything to the contrary in this Agreement, the Watermaster's entire liability, and Consultant's ability to recover damages, at law or in equity with respect to any and/or all claims, damages, losses, costs or causes of action arising from or related to this Agreement (other than any action for payment of the Services and invoices related thereto) may not exceed the aggregate dollar amount paid by the Watermaster to Consultant under this Agreement.

9. General Provisions.

- a. Entire Agreement. This Agreement, along with other documents incorporated herein, constitutes the entire agreement between the Watermaster and Consultant relating to the subject matter hereof and supersedes all prior oral and written understandings, communications and agreements relating to such subject matter, whether verbal or written, implied or otherwise. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement will be controlling. Unless otherwise agreed by the Parties, all services performed by Consultant for the 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. Nothing in this Agreement will be construed as limiting in any manner the ability of Consultant and/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 the 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 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, 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: appliedcomputertechnologiesllc@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 (which will not constitute notice) 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; Venue; Fees 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 substantially 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, including expert witness fees.
- 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), the 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

DRAFT

ADDENDUM A: SCOPE OF WORK

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

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

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

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

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 restrictive covenants and non-compete obligations, in order to allow the Watermaster the opportunity to assess any such restrictions and their potential impact on the 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:

DRAFT

ADDENDUM C:
POLICIES APPLICABLE TO CONTRACTORS

[Insert]

DRAFT

Applied Computer Technologies

BUSINESS SOLUTIONS PROVIDER

June 1, 2022

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, 2022, to June 30, 2023

Dear Mr. Joswiak,

I am pleased to offer continuing software development and database administrator services for Chino Basin Watermaster for the 2022-2023 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 \$4,050 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

G. FISCAL YEAR 2022/23 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 23, 2022

TO: Board Members

SUBJECT: Fiscal Year 2022/23 Pay Schedule (Consent Calendar I.G.)

SUMMARY:

Issue: A Pay Schedule for Fiscal Year 2022/23 needs to be adopted. [Normal Course of Business]

Recommendation: Adopt the Fiscal Year 2022/23 Pay Schedule.

Financial Impact: The salary costs according to the recommended Pay Schedule for the eleven budgeted Watermaster positions are included in the FY 2022/23 Watermaster Budget of \$9,490,976. The Approved FY 2022/23 budget was adopted by the Watermaster Board on May 26, 2022.

Future Consideration
Watermaster Board – June 23, 2022: Adoption

ACTIONS:
Watermaster Board – June 23, 2022:

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 24, 2021, the Watermaster Board approved the FY 2021/22 Pay Schedule and the FY 2021/22 Pay Schedule became effective on July 1, 2021. On November 18, 2021 a "Revised" Pay Schedule for FY 2021/22 was approved by the Watermaster Board. The revision date was November 18, 2021 and the effective date was January 1, 2022. No other changes or adjustments to the "Revised" FY 2021/22 Pay Schedule have been approved by the Watermaster Board. The "Revised" FY 2021/22 Pay Schedule is posted on the Watermaster website using the following link:

<http://www.cbwm.org/docs/financdocs/paysched/20211118%20-%20CBWM-Revised%20Pay%20Schedule-January%201,%202022-FY2021-2022.pdf>

DISCUSSION

For FY 2022/23, the attached Pay Schedule was used to develop the Watermaster salary expense of \$1,606,111, an integral portion of the labor budget. The fiscal year salary budget of \$1,606,111 was developed with eleven full time employees and currently Watermaster employs eleven full time employees. Please note the labor budget for FY 2022/23 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 2022/23 Pay Schedule includes recommendations made by the Personnel Committee during the meetings held on October 21, 2021 and March 3, 2022. The FY 2022/23 Pay Schedule includes a 4.8% 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 ten years.

Once adopted, the recommended FY 2022/23 Pay Schedule will supersede the previously adopted "Revised" FY 2021/22 Pay Schedule and will become effective on July 1, 2022. Chino Basin Watermaster will make the FY 2022/23 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 2022/23 Pay Schedule – Effective July 1, 2022

ATTACHMENT 1

CHINO BASIN WATERMASTER		FY 2022/23							Effective Date: July 1, 2022						
PAY SCHEDULE		Approved by Board:													
Revision Date: March 22, 2022															
POSITION	TYPE								MONTHLY						
									LOW	MEDIAN			HIGH		
General Manager	1								\$21,048.61	\$22,101.05	\$23,206.10	\$24,366.40	\$25,584.72	\$26,863.96	\$28,208.67
Chief Financial Officer	1								\$13,475.25	\$14,149.01	\$14,856.47	\$15,599.29	\$16,379.25	\$17,198.22	\$18,058.13
		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	\$77.23	\$81.09	\$85.15	\$89.40	\$93.87	\$98.57	\$103.50	\$13,386.59	\$14,055.92	\$14,758.72	\$15,496.65	\$16,271.48	\$17,085.06	\$17,939.31
Director of Administration	2	\$74.04	\$77.74	\$81.63	\$85.71	\$89.99	\$94.49	\$99.22	\$12,833.11	\$13,474.76	\$14,148.50	\$14,855.93	\$15,598.72	\$16,378.66	\$17,197.59
Sr. Environmental Engineer	2	\$58.24	\$61.16	\$64.21	\$67.42	\$70.79	\$74.33	\$78.05	\$10,095.46	\$10,600.23	\$11,130.25	\$11,686.76	\$12,271.10	\$12,884.65	\$13,528.88
Water Resources Technical Manager	3	\$58.84	\$61.78	\$64.87	\$68.12	\$71.52	\$75.10	\$78.85	\$10,199.31	\$10,709.28	\$11,244.74	\$11,806.98	\$12,397.33	\$13,017.19	\$13,668.05
Data Services and Judgment Reporting Manager	3	\$58.84	\$61.78	\$64.87	\$68.12	\$71.52	\$75.10	\$78.85	\$10,199.31	\$10,709.28	\$11,244.74	\$11,806.98	\$12,397.33	\$13,017.19	\$13,668.05
Water Resources Sr. Associate	3	\$45.26	\$47.53	\$49.90	\$52.40	\$55.02	\$57.77	\$60.66	\$7,845.63	\$8,237.91	\$8,649.81	\$9,082.30	\$9,536.41	\$10,013.23	\$10,513.89
Water Resources Associate	3	\$34.21	\$35.92	\$37.72	\$39.61	\$41.59	\$43.66	\$45.85	\$5,930.18	\$6,226.69	\$6,538.02	\$6,864.93	\$7,208.17	\$7,568.58	\$7,947.01
Sr. Field Operations Specialist	3	\$31.65	\$33.23	\$34.89	\$36.64	\$38.47	\$40.39	\$42.41	\$5,485.50	\$5,759.77	\$6,047.76	\$6,350.15	\$6,667.66	\$7,001.04	\$7,351.09
Field Operations Specialist	3	\$27.44	\$28.81	\$30.25	\$31.76	\$33.35	\$35.02	\$36.77	\$4,755.93	\$4,993.73	\$5,243.41	\$5,505.58	\$5,780.86	\$6,069.91	\$6,373.40
Executive Services Director	3	\$57.22	\$60.08	\$63.09	\$66.24	\$69.55	\$73.03	\$76.68	\$9,918.50	\$10,414.43	\$10,935.15	\$11,481.91	\$12,056.00	\$12,658.80	\$13,291.74
Executive Assistant II - Board Clerk	3	\$40.06	\$42.07	\$44.17	\$46.38	\$48.70	\$51.13	\$53.69	\$6,944.57	\$7,291.80	\$7,656.39	\$8,039.21	\$8,441.17	\$8,863.23	\$9,306.39
Executive Assistant I - Board Clerk	3	\$31.39	\$32.96	\$34.61	\$36.34	\$38.16	\$40.06	\$42.07	\$5,441.23	\$5,713.30	\$5,998.96	\$6,298.91	\$6,613.85	\$6,944.55	\$7,291.77
Sr. Accountant	3	\$36.63	\$38.46	\$40.38	\$42.40	\$44.52	\$46.75	\$49.09	\$6,348.98	\$6,666.43	\$6,999.75	\$7,349.74	\$7,717.22	\$8,103.09	\$8,508.24
Accountant	3	\$30.52	\$32.05	\$33.65	\$35.34	\$37.10	\$38.96	\$40.91	\$5,290.82	\$5,555.36	\$5,833.13	\$6,124.78	\$6,431.02	\$6,752.57	\$7,090.20
Administrative Assistant	3	\$27.33	\$28.70	\$30.13	\$31.64	\$33.22	\$34.88	\$36.63	\$4,737.63	\$4,974.51	\$5,223.24	\$5,484.40	\$5,758.62	\$6,046.55	\$6,348.88
Office Specialist/Receptionist	3	\$22.79	\$23.93	\$25.13	\$26.39	\$27.70	\$29.09	\$30.54	\$3,950.68	\$4,148.21	\$4,355.62	\$4,573.40	\$4,802.07	\$5,042.18	\$5,294.29
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

I. CONSENT CALENDAR

H. RESOLUTION 2022-06 AUTHORIZING REMOTE TELECONFERENCE MEETINGS UNDER BROWN ACT



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 23, 2022
TO: Board Members
SUBJECT: Resolution 2022-06 Authorizing Remote Teleconference Meetings Under Brown Act (Consent Calendar Item I.H.)

SUMMARY:

Issue: The Watermaster Board needs to adopt specific findings to continue to hold remote teleconference meetings during the COVID-19 pandemic consistent with amendments to the Ralph M. Brown Act (Brown Act) by Assembly Bill (AB) 361.

Recommendation: Adopt Resolution 2022-06 Authorizing Remote Teleconference Meetings under the Ralph M. Brown Act.

Financial Impact: None

Future Consideration
Watermaster Board – June 23, 2022: Adoption

ACTIONS:
Watermaster Board – June 23, 2022:

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

Due to the COVID-19 pandemic, the Watermaster Board had been meeting remotely since March 2020. With the recent issuance of the Governor's Executive Order No. N-5-22 on March 7, 2022, lifting mask mandates though still strongly recommending them regardless of vaccination status, the Watermaster Board held its first in-person meeting on March 24, 2022, with one Board member in attendance remotely and has been the practice since.

The Governor's Executive Order No. N-29-20 (Executive Order) suspended the Brown Act's requirements for standard teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, members of the public are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified. The provisions of the Executive Order, however, expired on September 30, 2021.

DISCUSSION

In recognition that the pandemic remains ongoing, on September 16, 2021, the Governor signed AB 361, an urgency measure, amending the Brown Act and authorizing remote teleconference public meetings under certain circumstances. AB 361 took effect on October 1, 2021, and expires on January 1, 2024. Though not strictly required to comply with the Brown Act, Watermaster's policy is to operate generally in accordance with the Brown Act's requirements. If the Watermaster Board desires to continue to meet remotely, it should comply with the Brown Act as amended by AB 361.

AB 361 applies to meetings during a state of emergency as declared by the Governor. There also must be either imposed or recommended measures to promote social distancing by state or local officials, or a finding by the legislative body that meeting in person would present imminent risks to the health or safety of attendees as a result of the emergency. The bill, however, does not require legislative bodies to continue to hold teleconference or hybrid public meetings.

AB 361 also requires several procedural safeguards to protect public participation during a remote meeting, which are generally consistent with the Watermaster Board's current remote meeting practices. Key safeguards include: (1) the public must have the ability to address the legislative body directly, and must be provided information on how to address the body; (2) the public must have either a call-in or internet-based service option; (3) the legislative body must stop the meeting in the event of a disruption of the call-in or internet-based option; and (4) the legislative body must allow for a reasonable time for real-time comments, including time to register to provide remote public comments. Should the Watermaster Board decide to hold teleconference meetings, as it has during the COVID-19 pandemic, it should comply with these requirements.

If the Watermaster Board elects to hold one or more meetings by teleconference, it will need to adopt the proposed Resolution. Watermaster findings are required every 30 days in order to continue holding remote teleconference meetings. Thus, if the Watermaster Board elects to continue remote teleconference meetings, the Board will need to make similar findings at each meeting. The last Resolution (Resolution 2022-05) was adopted at the Board's regular meeting held on April 28, 2022, and was effective until May 27, 2022.

ATTACHMENTS

1. Resolution 2022-06 (Draft)

**RESOLUTION NO. 2022-06
OF THE
CHINO BASIN WATERMASTER**

**AUTHORIZING REMOTE TELECONFERENCE MEETINGS
OF THE CHINO BASIN WATERMASTER BOARD
FOR THE PERIOD JUNE 23 – JULY 22, 2022**

1. **WHEREAS**, the Chino Basin Watermaster (Watermaster) is committed to preserving and fostering public access and participation in meetings of Watermaster Board (Watermaster Meetings), consistent with its policy to generally operate in accordance with the Ralph M. Brown Act (Gov. Code § 54950 *et seq.*) (Brown Act), so that any member of the public may attend and participate as the Watermaster conducts its business; and
2. **WHEREAS**, the Brown Act contains special provisions for remote teleconference participation in meetings when the Governor has declared a state of emergency pursuant to Government Code section 8625, and either state or local officials have imposed or recommended measures to promote social distancing, or an in-person meeting would present imminent risks to the health and safety of attendees (Gov. Code § 54953(e)); and
3. **WHEREAS**, such conditions now exist within the County of San Bernardino (County). On March 4, 2020, Governor Gavin Newsom issued a Proclamation of a State of Emergency for the COVID-19 pandemic. On March 7, 2022, the California Department of Public Health and Governor Newsom's office issued Executive Order N-5-22 lifting mask mandates though still strongly recommending them regardless of vaccination status. As an arm of the court, Watermaster has followed guidance issued by the County Superior Court. The County Superior Court continues to encourage all court users to access remote service options to help prevent the spread of COVID-19 and strongly recommends the use of face coverings in court facilities.
4. **WHEREAS**, Watermaster finds that the current situation with regard to COVID-19 is causing, and will continue to cause, risks to the safety of persons within the County and finds that Watermaster shall conduct Watermaster Meetings with remote teleconference participation in the manner authorized by Government Code Section 54953, subdivision (e) and in compliance with the requirements to provide public access in Government Code Section 54953, subdivision (e)(2); and

5. **NOW THEREFORE, WATERMASTER DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Conditions Persist. The Watermaster Board hereby considers the conditions of the state of emergency in the Chino Basin and finds that local emergency conditions persist throughout the Chino Basin, and due to the high transmission rate of the Omicron variant (and Subvariants), risk to unvaccinated and vaccinated individuals, greater risk of transmission at indoor gatherings, and although the County's number of COVID-19 cases have declined since February 2022, meeting in person could present risk to the health and safety of Board members and the public.

Section 3. Remote Teleconference Meetings. shall conduct Watermaster Meetings with remote teleconference participation in the manner authorized by Government Code Section 54953, subdivision (e), and in compliance with the requirements to provide public access in Government Code Section 54953, subdivision (e)(2).

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of July 22, 2022, or such time as Watermaster adopts a resolution in accordance with Government Code Section 54953, subdivision (e)(3) to extend the time during which meetings may continue to be held via remote teleconference in compliance with that section.

PASSED AND ADOPTED by the Chino Basin Watermaster Board, this 23rd day of June 2022, by the following vote:

APPROVED:

By: _____
Board Chair
Chino Basin Watermaster

ATTEST:

By: _____
Board Secretary/Treasurer
Chino Basin Watermaster

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN BERNARDINO)

I, _____, Secretary/Treasurer of the Chino Basin Watermaster, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2022-06, was adopted at a regular
meeting of the Chino Basin Watermaster Board on June 23, 2022, by the following vote:

AYES: 0
NOES: 0
ABSENT: 0
ABSTAIN: 0

CHINO BASIN WATERMASTER

Watermaster Board Secretary/Treasurer

Date: _____

CHINO BASIN WATERMASTER

II. BUSINESS ITEMS

A. 2021 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 23, 2022
TO: Board Members
SUBJECT: 2021 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 6th Annual Report for Water Year 2021. [Within WM Duties and Powers]

Recommendation: Receive and file.

Financial Impact: No impact

Future Consideration

Watermaster Board: June 23, 2022: Receive and file

ACTIONS:

Appropriative Pool: June 9, 2022: Unanimously recommended Advisory Committee to recommend the Watermaster Board to receive and file.

Non-Agricultural Pool: June 9, 2022: Unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem appropriate.

Agricultural Pool: June 9, 2022: Unanimously recommended Advisory Committee to recommend the Watermaster Board to receive and file.

Advisory Committee: June 16, 2022: Unanimously recommended to Watermaster Board to receive and file.

Watermaster Board: June 23, 2022:

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. 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 (Watermaster) executed the Peace II Agreement in 2007. The primary features of the Peace II Agreement are expansion of pumping at the Chino Basin Desalter wells and Basin Re-operation for 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 Groundwater Management Zone will not impair the beneficial uses designated for 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 (af) over the period of 1978 through 2017 to 600,000 af through 2030. Both Chino Basin Desalter expansion and Basin Re-operation are required to achieve Hydraulic Control. Hydraulic Control was achieved in 2016 and will be maintained through the Chino Basin Desalter well pumping of 40,000 afy, and the completion of Basin Re-operation.

At the time of its consideration, OCWD expressed concern that one of the potential impacts of the Peace II Agreement activities described above would be the lowering of groundwater levels (drawdown) in the Prado Basin area, which might 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 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 any recommendations for changes to the PBHSP.

DISCUSSION

The Annual Report for Water Year (WY) 2021 is the sixth 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, 2021 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 recent monitoring data, and the groundwater-modeling activities performed during WY 2021 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 2021 was published and distributed on May 4, 2022. Watermaster and IEUA presented the draft report to members of the PBHSC at a meeting on May 11, 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 2021 are:

- The quality (greenness) of the riparian habitat vegetation remained stable or decreased across most of the Prado Basin from 2020 to 2021. Most of the observed decreases were relatively minor and within the range of one-year changes observed historically. These slight decreases occurred during a time of below average precipitation, slightly lower temperatures, and lower stream discharge conditions for WY 2021. The dry conditions and declines in stream discharge may be a contributing cause of the declines observed in 2021. At the small MC-2 area along the center of Mill Creek there was a more notable decrease in green vegetation evident from the comparison of the 2020 and 2021 air photos.
- There were various areas along the SAR, lower Prado Basin, and lower Chino Creek where Arundo removal occurred from 2019-2020, and/or there were wildfires in 2018 and 2020. At these locations, there are notable NDVI decreases in the NDVI change map from 2020-2021.
- Groundwater levels at two of the PBHSP monitoring wells near the fringes of the riparian habitat (PB-2 and PB-3) have declined, to levels below that predicted by the Chino Basin groundwater-flow model. At well PB-2 just to the north of Mill Creek, the model predicts a decline in groundwater levels of about three feet from 2018-2030, and groundwater levels declined at PB-2 by about five feet from 2018-2021. And at PB-3 along the northern reach of the SAR, the model predicts a decline in groundwater levels of about one foot from 2018-2030, and groundwater levels declined at PB-3 by about two feet from 2018-2021.
- These declines in groundwater levels are likely due to increased pumping at the Chino Basin Desalter wells to the north. Groundwater production has increased in the Prado Basin study area by almost 10,000 afy over the last two years from 2019 to 2021, mainly due to increases Chino Basin Desalter pumping. In the northernmost reach of Mill Creek where groundwater levels have declined the most (PB-2), there is no significant impact in the riparian habitat vegetation observed in this area. However, there are some areas along the northernmost reach of Mill Creek where the groundwater levels supporting the riparian vegetation is estimated as 15 to 17 feet below ground surface, and if groundwater levels continue to decline then it could result in adverse impacts to the riparian habitat.
- There is no trend in the degradation of the riparian habitat that is contemporaneous with decreasing groundwater levels during Peace II Agreement.
- The PBHSP monitoring and reporting should continue to monitor the extent and quality of the riparian habitat and factors that can influence it. There are three areas where the monitoring and analysis should be augmented over the next year to track the notable changes observed in WY 2021 that are a concern for the extent and quality of the riparian habitat:
 - Vegetation and surface water discharge in the northernmost reach of Mill Creek.
 - Update the digital ground surface elevation model for the Prado Basin area using the LiDAR data collected in 2020.
 - Riparian vegetation at the MC-2 area in the central portion of Mill Creek.
- No mitigation measures are recommended as necessary at this time.

The item was presented at all three Pool Committee meetings on June 9, 2022, and to the Advisory Committee and was unanimously recommended to the Board to receive and file.

ATTACHMENTS

1. 2021 Annual Report of the Prado Basin Habitat Sustainability Committee (click on this [link](#) to access the report)

Annual Report of the Prado Basin Habitat Sustainability Committee Water Year 2021

PREPARED FOR

Chino Basin Watermaster and
Inland Empire Utilities Agency



PREPARED BY



Annual Report of the Prado Basin Habitat Sustainability Committee Water Year 2021

Prepared for

**Chino Basin Watermaster and
Inland Empire Utilities Agency**

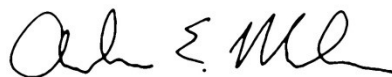
Project No. 941-80-21-55



Project Manager: Veva Weamer

06-02-2022

Date



QA/QC Review: Andy Malone

06-02-2022

Date

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Appendix A. NDVI

Appendix B. Mann-Kendall Analysis of NDVI

LIST OF ACRONYMS AND ABBREVIATIONS

ACOE	Army Corps of Engineers
af	Acre-Feet
afy	Acre-Feet Per Year
AMP	Adaptive Management Plan
Annual Report	Annual Report of The Prado Basin Habitat Sustainability Committee
ACOE	Army Corps of Engineers
CAL FIRE	California Department of Forestry and Fire Protection
CBMWD	Chino Basin Municipal Water District
CBWM	Chino Basin Watermaster
CCWF	Chino Creek Well Field
CDA	Chino Basin Desalter Authority
CDFM	Cumulative Departure from The Mean
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
Chino Basin	Chino Groundwater Basin
DBH	Diameter at Breast Height
EC	Electrical Conductivity
EROS	Earth Resources Observation and Science
ESPA	Center Science Processing Architecture
FD	Fusarium Dieback
ft-amsl	Feet Above Mean Sea Level
ft-bgs	Feet Below Ground Surface
FRAP	Fire And Resource Assessment Program
GIS	Geographic Information System
GMP	Groundwater Monitoring Program
GMZ	Orange County Groundwater Management Zone
HCMP	Hydraulic Control Monitoring Program
IEUA	Inland Empire Utilities Agency
In/yr	Inches Per Year
LEDAPS	Landsat Ecosystem Disturbance Adaptive Processing System
mi ²	Square Miles
MWD	Metropolitan Water District of Southern California
NDVI	Normalized Difference Vegetation Index
NASA	National Aeronautics and Space Administration
NEXRAD	Next Generation Radar
OBMP	Optimum Basin Management Program

Table of Contents

OC-59	The OCWD's Imported Water Turnout Tributary to Prado Basin
OCWD	Orange County Water District
Parties	Parties to The Chino Basin Judgment
PBHSC	Prado Basin Habitat Sustainability Committee
PBHSP	Prado Basin Habitat Sustainability Program
PBMZ	Prado Basin Management Zone
POTWs	Publicly Owned Treatment Works
ppm	Parts Per Million
Prado Basin	Prado Basin Management Zone
PSHB	Polyphagous Shot Hole Borer - <i>Euwallacea Forficates</i>
QA/QC	Quality Assurance and Quality Control
RHMP	Riparian Habitat Monitoring Program
SAWA	Santa Ana Watershed Association
SAR	Santa Ana River
SARWM	Santa Ana River Watermaster
SEIR	Subsequent Environmental Impact Report
SWMP	Surface-Water Monitoring Program
TDS	Total Dissolved Solids
USBR	United States Bureau of Reclamation
USGS	United States Geological Survey
USDA	United State Department of Agriculture
USFWS	United States Fish and Wildlife Service
VOCs	Volatile Organic Compounds
Watermaster	Chino Basin Watermaster
WEI	Wildermuth Environmental Inc.
WRCRWA	Western Riverside County Regional Wastewater Authority
WY	Water Year

Annual Report of the Prado Basin Habitat Sustainability Committee

1.0 BACKGROUND AND OBJECTIVES

This *Annual Report of the Prado Basin Habitat Sustainability Committee for Water Year 2021* (Annual Report) was prepared on behalf of the Prado Basin Habitat Sustainability Committee (PBHSC), convened by the Inland Empire Utilities Agency (IEUA) and the Chino Basin Watermaster (Watermaster) pursuant to the mitigation monitoring and reporting requirements of the Peace II Subsequent Environmental Impact Report (SEIR) (Tom Dodson, 2010).

This introductory section provides background on the general hydrologic setting of the Prado Basin Management Zone (Prado Basin); the Chino Basin Judgment; the Optimum Basin Management Program (OBMP), its Programmatic EIR and the Peace Agreement; the Peace II Agreement and its SEIR; and the formation of the PBHSC and the development of the adaptive management plan (AMP) for the Prado Basin Habitat Sustainability Program (PBHSP).

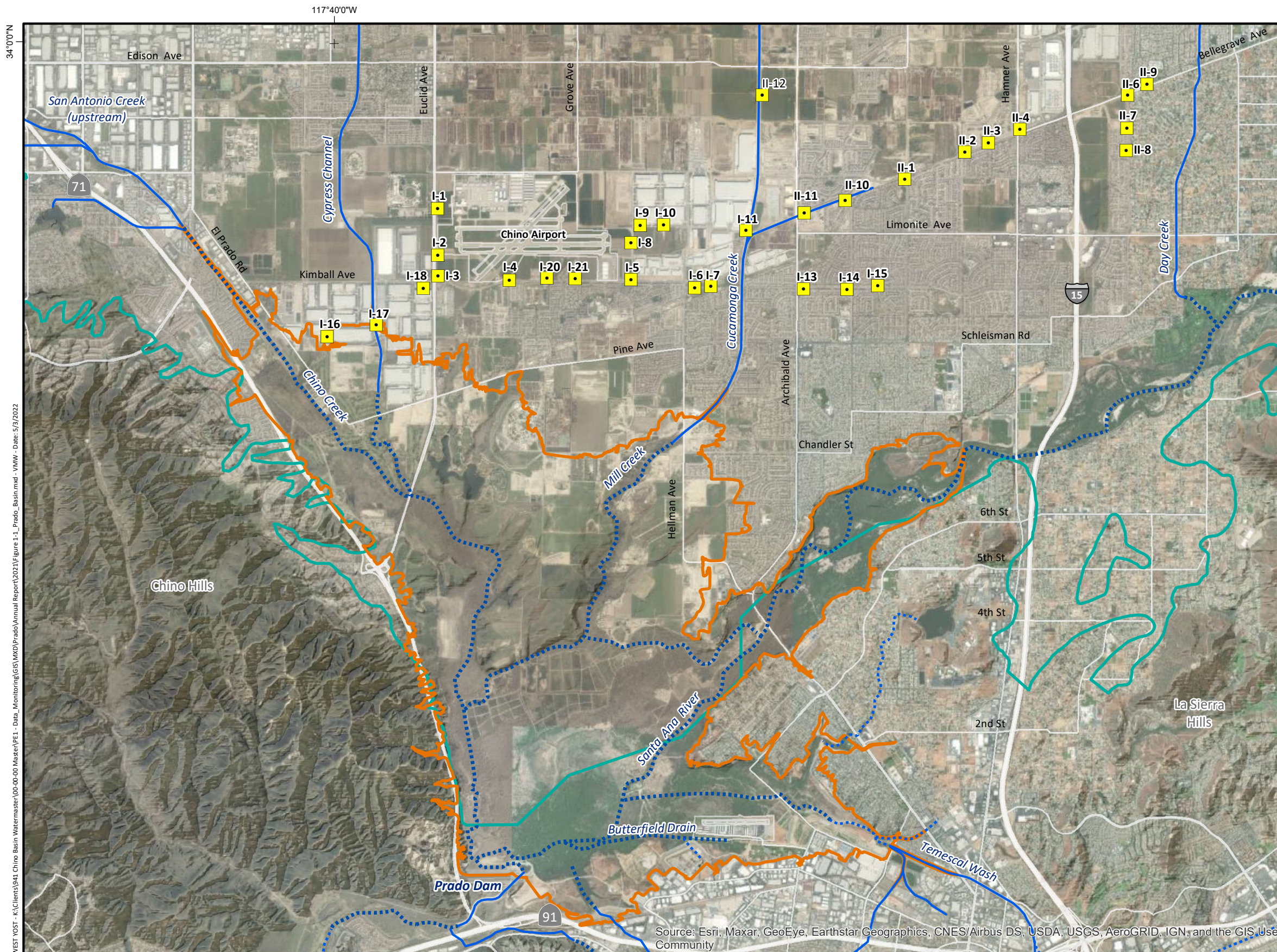
1.1 Prado Basin






The Prado Basin is the flood control area behind Prado Dam, which was constructed in 1941 as the major flood-control facility within the Santa Ana River (SAR) Watershed. The US Army Corps of Engineers (ACOE) regulates releases of water from Prado Dam for both purposes of flood control and groundwater recharge in Orange County Groundwater Management Zone (GMZ). Releases of water temporarily held in storage in the Prado Basin for groundwater recharge in Orange County is coordinated with the Orange County Water District (OCWD). Figure 1-1 shows the location of the Prado Basin in the southern portion of the Chino Groundwater Basin (Chino Basin). The Prado Basin boundary shown on Figure 1-1 is the Prado Basin Management Zone (PBMZ) boundary as defined in the Santa Ana Region Basin Plan (Regional Board, 2016), which approximately follows the 566 feet above mean sea level (ft-amsl) elevation contour behind Prado Dam.

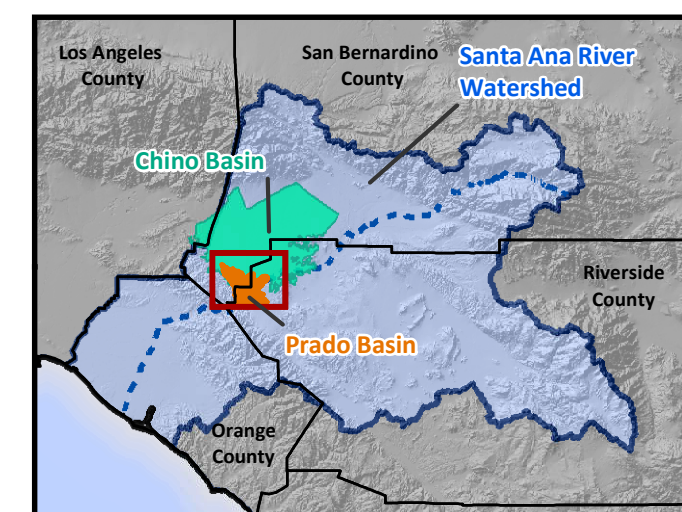
Approximately 4,300 acres of riparian habitat have developed within the Prado Basin, creating the largest riparian habitat in Southern California. Portions of the riparian habitat have been designated as critical habitat to several endangered or threatened species. Figure 1-2 shows the locations of the critical habitat, as defined by the United States Fish and Wildlife Service (USFWS). Most of the riparian habitat in Prado Basin is designated as critical habitat for one or multiple species, including the Santa Ana Sucker, the Southwestern Willow Flycatcher, and Least Bell's Vireo.

The SAR flows through the Prado Basin from east to west. The tributaries of the SAR that flow into the Prado Basin include San Antonio/Chino, Cucamonga/Mill, and Temescal Creeks. The major components of flow 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 from the OC-59 turnout conveyed through the Prado Basin for groundwater recharge in Orange County GMZ, and dry-weather runoff.¹

¹ Dry-weather runoff consists of excess irrigation runoff, purging of wells, dewatering discharges, etc.

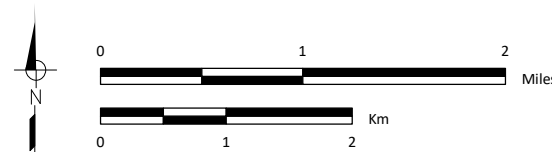


-  Prado Basin - Is the Prado Basin Management Zone (PBMZ) defined in the Santa Ana Region Basin Plan (Regional Board, 2016) which approximately follows the 566 feet above mean sea level elevation contour in the flood control area behind Prado Dam.
-  Hydrologic Boundary of the Chino Groundwater Basin (Chino Basin)
-  Concrete-Lined Channels
-  Unlined Rivers and Streams
-  Chino Basin Desalter Well



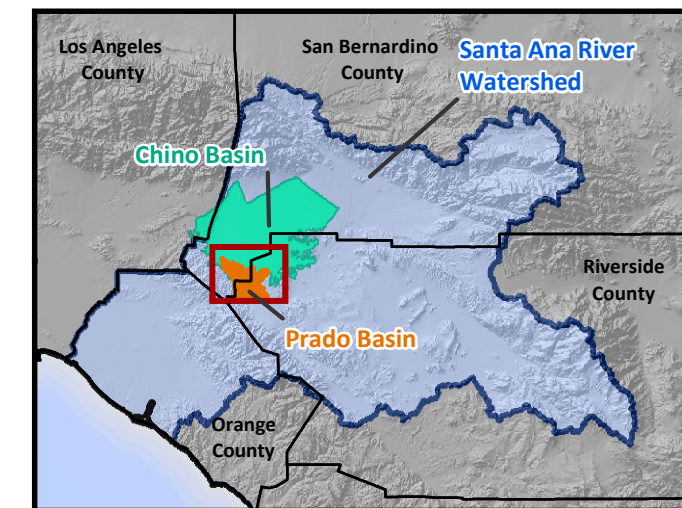
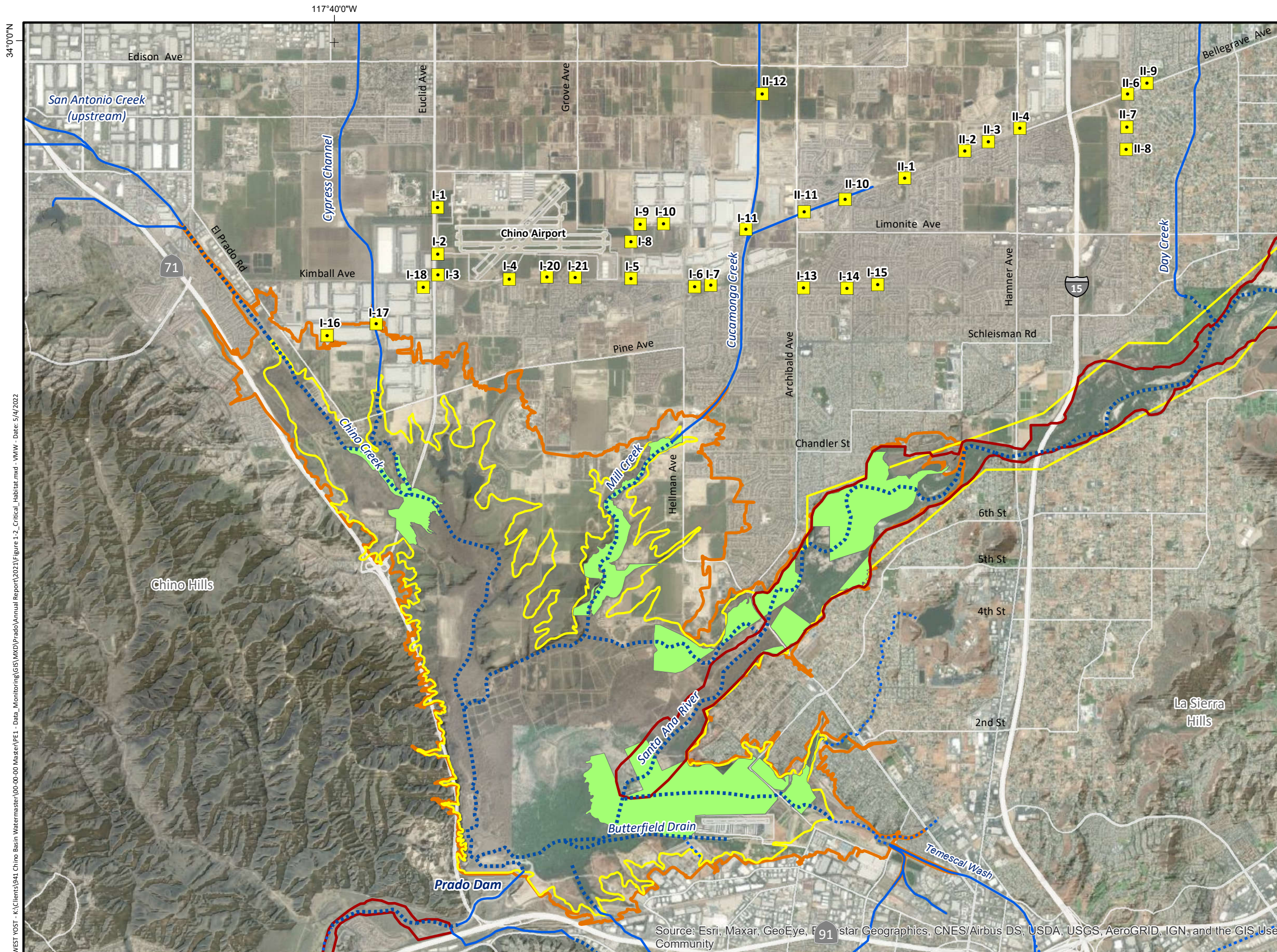
WEST_YOST - K:\Clients\941 Chino Basin Watermaster\00-00-00 Master\PE1 - Data_Monitoring\GIS\MXD\Prado\Annual Report\2021\Figure 1-1_Prado_Basin.mxd - VMW - Date: 5/3/2022

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



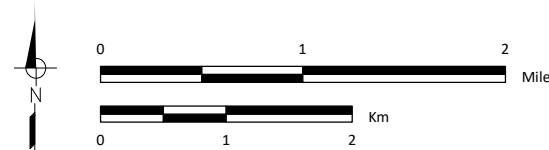
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Source: Esri, Maxar, GeoEye, IGN, GeoEye, Star Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



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Critical Habitat for Endangered or Threatened Species in the Prado Basin Area



The Prado Basin is a hydrologically complex region of the lower Chino Basin. Groundwater in the Chino Basin generally flows from the forebay regions in the north towards the Prado Basin in the south. Depth to groundwater is relatively shallow in the Prado Basin area, and the SAR and its tributaries are unlined across the Prado Basin, which allows for groundwater/surface-water interaction. Groundwater outflows in the Prado Basin occur via evapotranspiration by riparian vegetation and rising-groundwater discharge to the SAR and its tributaries.

To the north of the Prado Basin, the Chino Basin Desalter Authority (CDA) owns and operates the Chino Basin Desalter well field. Figure 1-1 shows the locations of Chino Basin Desalter wells. The well field pumps groundwater with high concentrations of total dissolved solids (TDS), nitrate, and volatile organic compounds (VOCs). The CDA treats the groundwater at two regional facilities using reverse osmosis, ion exchange, and blending to produce a potable water supply for the region. VOCs are currently treated through blending, and new treatment processes are being added to increase their removal. CDA operations are fundamental to achieving many of the management goals outlined in the OBMP and both Peace Agreements, which are discussed below.

1.2 Chino Basin Judgment, OBMP, and Peace Agreement

A 1978 Judgment entered in the Superior Court of the State of California for the County of San Bernardino (Chino Basin Municipal Water District vs. City of Chino et al.) established pumping and storage rights in the Chino Basin. The Judgment established Watermaster to oversee the implementation of the Judgment and provided Watermaster with the discretionary authority to develop an OBMP to maximize the beneficial use of the Chino Basin. The OBMP was developed by Watermaster and the parties to the Judgment (Parties) in the late 1990s (WEI, 1999). The OBMP maps a strategy to enhance the yield of the Chino Basin and provide reliable high-quality water supplies for the development expected to occur in the region. The goals of the OBMP are: to enhance basin water supplies, to protect and enhance water quality, to enhance the management of the Basin, and to equitably finance the OBMP.

In 2000, the Parties executed the Peace Agreement (Watermaster, 2000), which documented their intent to implement the OBMP. The Peace Agreement included an OBMP Implementation Plan which outlined the time frame for implementing tasks and projects in accordance with the Peace Agreement and the OBMP. The OBMP Implementation Plan is a comprehensive, long-range water-management plan for the Chino Basin and includes: the use of recycled water for direct reuse and artificial recharge, the capture of increased quantities of high-quality storm-water runoff, the recharge of imported water when TDS concentrations are low, the desalting of poor-quality groundwater in impaired areas of the basin via the Chino Basin Desalters, the support of regulatory efforts to improve water quality in the basin, subsidence management, storage management, and the implementation of management activities to reduce the discharge of high-TDS/high-nitrate groundwater to the SAR, thus ensuring the protection of downstream beneficial uses in the Orange County GMZ.

The Chino Basin Municipal Water District (CBMWD) was the plaintiff in the legal action that resulted in the Judgment. The CBMWD was formed in 1950 to supply supplemental, imported water purchased from the Metropolitan Water District of Southern California (MWD) to the Chino Basin. On July 1, 1998, the CBMWD changed its name to the IEUA and expanded its role to become the regional supplier of recycled water for most of the Chino Basin. For OBMP implementation, the IEUA has served as the lead agency for compliance with the California Environmental Quality Act (CEQA). A Program Environmental Impact Report for the OBMP (SCH#2000041047) was certified by the IEUA in July 2000 (Tom Dodson, 2000).



1.3 The Peace II Agreement and its Subsequent EIR

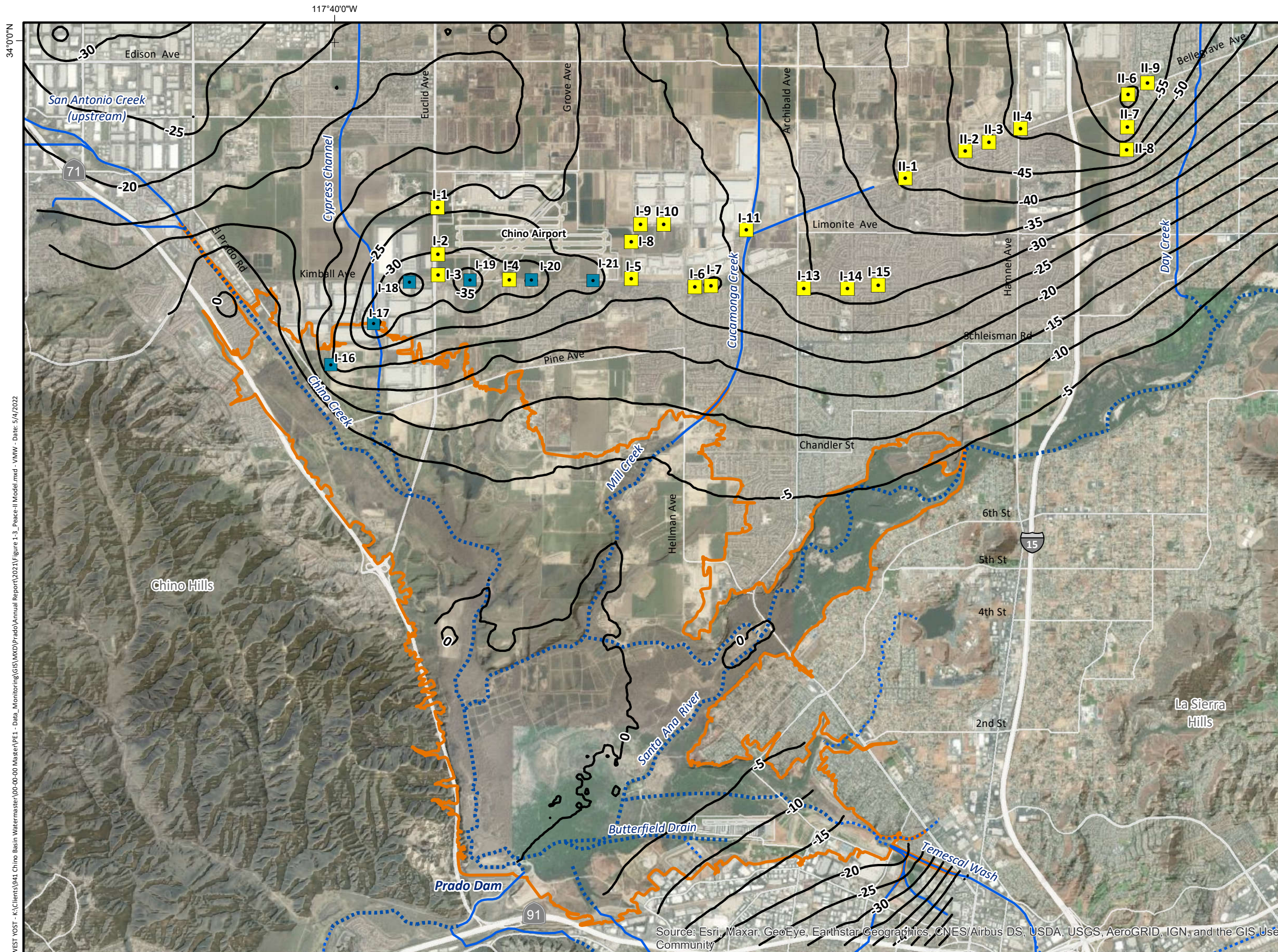
To further implement the goals and objectives of the OBMP, the Parties executed the Peace II Agreement in 2007, which modified the OBMP Implementation Plan (Watermaster, 2007). The two main activities of the Peace II Agreement are: (i) increasing the controlled overdraft of the Chino Basin, as defined in the Judgment,² by 400,000 acre-feet (af) through 2030 (re-operation), and (ii) refining the planned expansion facilities of the Chino Basin Desalters from about 30,000 to 40,000 acre-feet per year (afy) of groundwater production. Re-operation is allocated specifically to offset the production of the Chino Basin Desalters. Both re-operation and desalter expansion contribute to the attainment of “hydraulic control” of groundwater outflow from the Chino Basin to the SAR. The attainment and maintenance of hydraulic control is a requirement of Watermaster and the IEUA, as defined in the Water Quality Control Plan for the Santa Ana River Basin (California Regional Water Quality Control Board, Santa Ana Region, 2008). Hydraulic control ensures that the water management activities in the Chino Basin will not impair the beneficial uses designated for SAR water quality downstream of Prado Dam.

The expansion of the Chino Basin Desalters, described in the Peace II Agreement, was accomplished, in part, by the construction and operation of the Chino Creek Well Field (CCWF) in the southwest portion of Chino Basin (see Figure 1-3). During Peace II Agreement planning, the estimated capacity of the CCWF was about 5,000 to 7,700 afy (WEI, 2007). The CCWF wells were constructed in 2011-2012, and their actual capacity is about 1,500 afy.

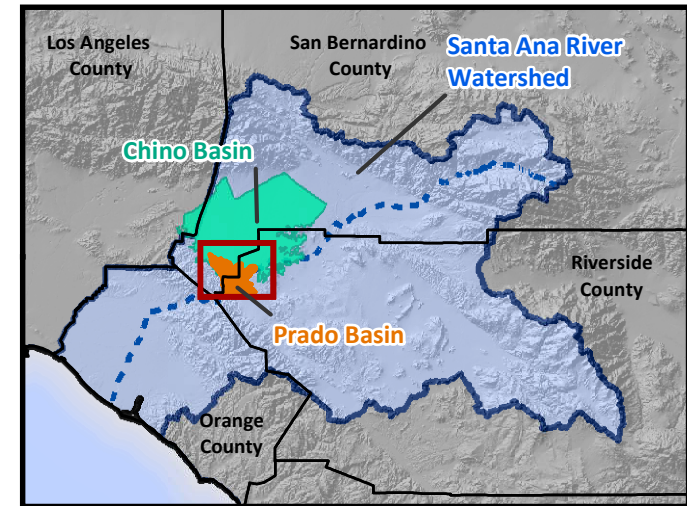
In 2010, the IEUA certified the Peace II SEIR (Tom Dodson, 2010) to evaluate the environmental impacts that could result from implementing the Peace II Agreement. One of the potential impacts evaluated was the possible lowering of groundwater levels (drawdown) in the Prado Basin area, which could impact riparian vegetation that is dependent upon shallow groundwater. Watermaster performed modeling studies to predict the extent and magnitude of the drawdown associated with the implementation of the Peace II Agreement, using the planned capacity of 7,700 afy of the CCWF (WEI, 2007). Figure 1-3 (modified from Figure 4.4-10 from the Peace II SEIR) shows the model-predicted drawdown in the Prado Basin area for the period of 2005 to 2030. The drawdown throughout most of the Prado Basin area was predicted to be less than five feet by 2030.

Although the available modeling work indicated that implementing the Peace II Agreement would not cause significant adverse effects on Prado Basin riparian habitat, a contingency measure to address the potential for drawdown of groundwater levels and its impact on riparian vegetation was included in the Peace II SEIR as Mitigation Measure 4.4-3 (Biological Resources/Land Use & Planning section of the Mitigation Monitoring and Reporting Program).

² The Judgment established 200,000 af of controlled overdraft over the period of 1978 to 2017. Re-operation increases the controlled overdraft to 600,000 af through 2030.

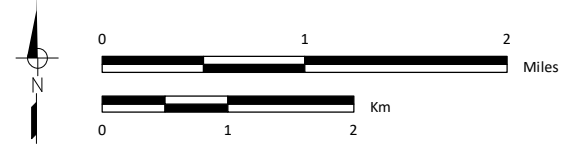


- 10— Projected Change in Groundwater Levels FY 2005 to FY 2030, feet
- Chino Basin Desalter Well - Location of Existing wells in 2007 modeled for the Peace II SEIR
- Chino Basin Desalter Well - Planned Location of the Chino Creek Well Field (CCWF) in 2007 as modeled for the Peace II SEIR with a Planned Capacity of 7,700 afy. Actual Location of the CCWF Constructed in 2011-2012 Shown in Figure 1-1 with an Actual Capacity 1,500 afy
- Prado Basin
- Concrete-Lined Channels
- Unlined Rivers and Streams



WEST YOST - K:\Clients\941 Chino Basin Watermaster\00-00-00 Master\PE1 - Data_Monitoring\GIS\MXD\Prado\Annual Report\2021\Figure 1-3_Peace-II Model.mxd - VNMW - Date: 5/4/2022

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



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Projected Change in Groundwater Levels
FY 2005 to 2030 - Peace II Alternative

Figure 1-3

Mitigation Measure 4.4-3 was developed to ensure that the riparian habitat will not incur unforeseeable significant adverse effects from the Peace II implementation and to contribute to the long-term sustainability of the riparian habitat. Mitigation Measure 4.4-3 calls for:

- Watermaster, the IEUA, the OCWD, and other stakeholders that choose to participate to jointly fund the development of an adaptive management program to monitor the extent and quality of the Prado Basin riparian habitat and investigate and identify essential factors to its long-term sustainability.
- Watermaster and the IEUA to convene the PBHSC, comprised of representatives from all interested parties to implement the adaptive management program.
- The PBHSC to prepare annual reports pursuant the adaptive management program. Annual reports are to include recommendations for ongoing monitoring and any adaptive management actions required to mitigate any measured or prospective loss of riparian habitat resulting from Peace II activities.

1.4 Adaptive Management Plan for the PBHSP

Pursuant to Mitigation Measure 4.4-3 in the SEIR, Watermaster and the IEUA convened four meetings of the PBHSC, starting in late-2012, to develop the adaptive management plan for the PBHSP and facilitate its implementation. Watermaster and the IEUA adopted the final *2016 Adaptive Management Plan for the Prado Basin Habitat Sustainability Program (AMP)* in August 2016 (WEI, 2016).

- The AMP was designed to answer the following questions to satisfy the monitoring and mitigation requirements of the Peace II SEIR:
- What are the factors that potentially can affect the extent and quality of the riparian habitat?
- What is a consistent, quantifiable definition of “riparian habitat quality,” including metrics and measurement criteria?
- What has been the historical extent and quality of the riparian habitat in the Prado Basin?
- How has the extent and quality of the riparian habitat changed during implementation of Peace II?
- How have groundwater levels and quality, surface-water discharge, weather, and climate changed over time? What were the causes of the changes? And, did those changes result in an adverse impact to riparian habitat in the Prado Basin?
- Are there other factors besides groundwater levels, surface-water discharge, weather, and climate that affect riparian habitat in the Prado Basin? What are those factors? And, did they (or do they) result in an adverse impact to riparian habitat in the Prado Basin?
- Are the factors that result in an adverse impact to riparian habitat in the Prado Basin related to Peace II implementation?
- Are there areas of prospective loss of riparian habitat that may be attributable to the Peace II Agreement?
- What are the potential mitigation actions that can be implemented if Peace II implementation results in an adverse impact to the riparian habitat?



The AMP outlines a process for monitoring, modeling, and annual reporting to answer and address the questions listed above. Appendix A to the AMP is the initial monitoring program: *2016 Monitoring Program for the Prado Basin Habitat Sustainability Program*. Annual reports are intended to document monitoring and modeling activities, the analysis and interpretation of the monitoring and modeling results, and recommendations for changes to the PBHSP, which may include monitoring, modeling, and/or mitigation, if deemed necessary. Any future mitigation measures that are deemed necessary will be developed jointly by Watermaster and the IEUA.

1.5 Annual Report Organization

This Annual Report for water year (WY) 2021 is the sixth annual report of the PBHSC. It documents the collection, analysis, and interpretations of the data and information generated by the PSHSP through September 30, 2021. The remainder of this report is organized as follows:

Section 2.0 – Monitoring, Data Collection, and Methods. This section describes the collection of historical information and recent monitoring data and describes the groundwater-modeling activities performed during WY 2021 for the PBHSP.

Section 3.0 – Results and Interpretations. This section describes the results and interpretations that were derived from the information, data, and groundwater-modeling.

Section 4.0 – 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 5.0 – References. This section lists the publications cited in the report.

2.0 MONITORING, DATA COLLECTION, AND METHODS

The PBHSP was designed, in part, to answer Question 1 from the AMP:

- What are the factors that potentially can affect the extent and quality of the riparian habitat?

The main hydrologic factors that can potentially affect the extent and quality of the riparian habitat in the Prado Basin include, but are not limited to, groundwater levels, surface-water discharge, weather events, and long-term climate. As such, the PBHSP includes integrated monitoring and analysis programs for riparian habitat, groundwater, surface water, climate, and other potential factors (e.g. wildfire, pests, etc.).

Since the implementation of the AMP in WY 2016, data collection efforts included the compilation of historical data through present. The period of data available for each data type varies, but all span both pre- and post-Peace II implementation. Data collection efforts for historical data were described in the first two annual reports for WY 2016 and WY 2017. Data collection efforts for subsequent water years have focused on recent water year monitoring data. All data collected and compiled for this effort were uploaded to Watermaster’s centralized relational database, HydroDaVESM, and used in the analyses.

This section describes the collection of recent monitoring data and the groundwater-modeling activities performed for the PBHSP during WY 2021.

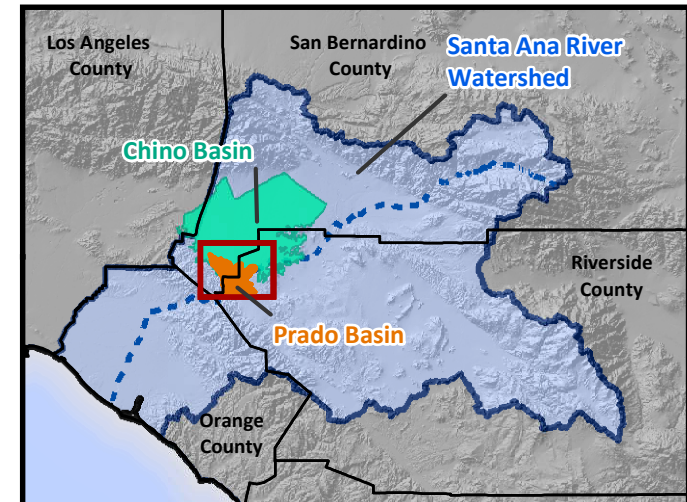
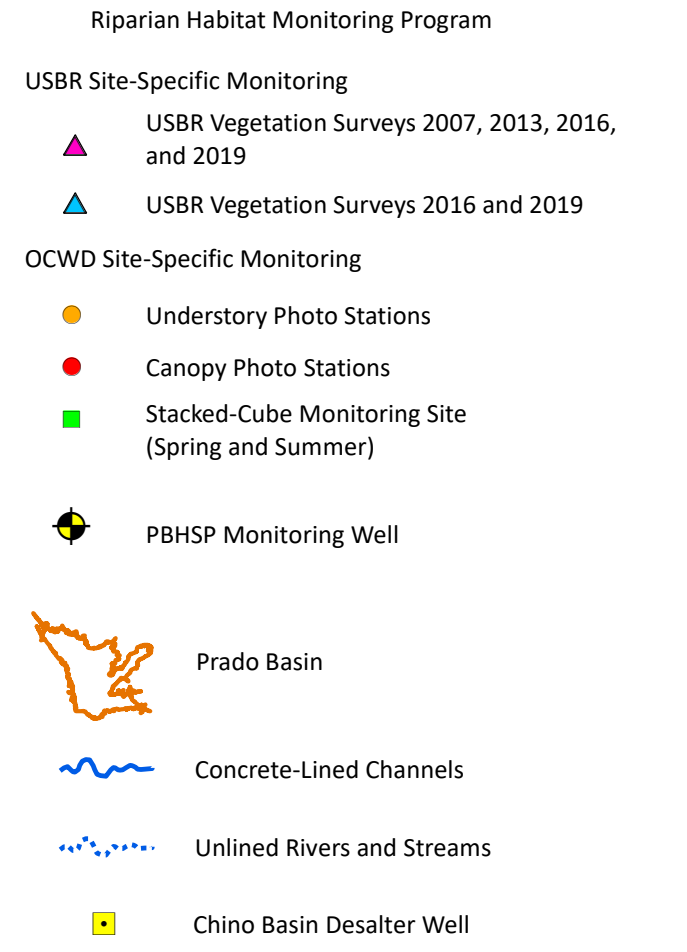
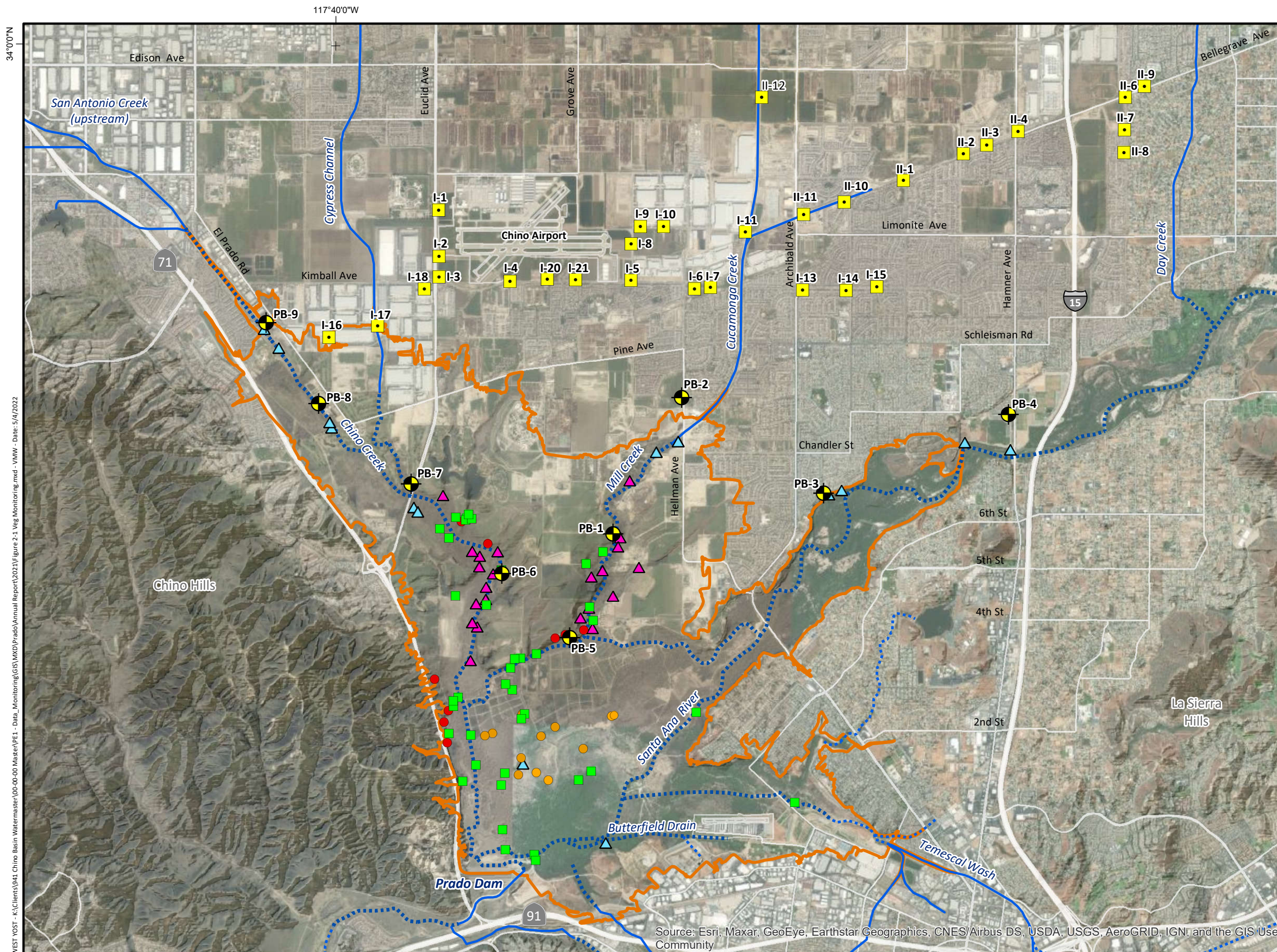
2.1 Riparian Habitat Monitoring

The objective of the Riparian Habitat Monitoring Program (RHMP) is to collect data to help answer questions 2, 3, and 4 from the AMP:

- What is a consistent quantifiable definition of “riparian habitat quality,” including metrics and measurement criteria?
- What has been the historical extent and quality of the riparian habitat in the Prado Basin?
- How has the extent and quality of the riparian habitat changed during the implementation of Peace II?

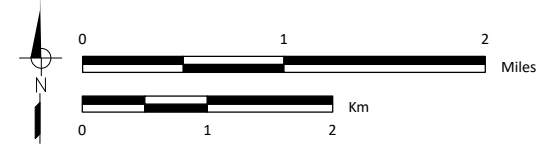
To answer these questions, the RHMP includes time series data and information on the extent and quality of riparian habitat in the Prado Basin over a historical period, including both pre- and post-Peace II implementation.

Figure 2-1 displays the features of the RHMP. Two types of monitoring and assessment are performed: regional and site-specific. Regional monitoring and assessment is appropriate because the main potential stress to the riparian habitat associated with Peace II activities is the regional drawdown of groundwater levels. The intent of site-specific monitoring and assessment is to verify and complement the results of regional monitoring.



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Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Riparian Habitat Monitoring Program

Figure 2-1

2.1.1 Regional Monitoring of Riparian Habitat

Regional monitoring and assessment of the riparian habitat is performed by mapping the extent and quality of riparian habitat over time using: (i) multi-spectral remote-sensing data and (ii) air photos.

2.1.1.1 Multi-Spectral Remote Sensing Data

The Normalized Difference Vegetation Index (NDVI), derived from remote sensing measurements by Landsat Program satellites, is used to assess the extent and quality of the riparian vegetation in the Prado Basin over a long-term historical period. NDVI is a commonly used numerical indicator of vegetation health that can be calculated from satellite remote-sensing measurements (Ke et al., 2015; Xue, J. and Su, B., 2017). NDVI is calculated from visible and near-infrared radiation reflected by vegetation, is an index of greenness correlated with photosynthesis, and can be used to assess spatial and temporal changes in the distribution and productivity of vegetation (Pettoelli, 2013). Appendix A provides background information on NDVI, explains why NDVI was chosen as an analytical tool for the PBHSP, discusses its advantages and limitations, and describes how NDVI estimates were used for the PBHSP.

For the current reporting period, NDVI estimates were collected from the United States Geological Survey (USGS) using the Earth Resources Observation and Science (EROS) Center Science Processing Architecture (ESPA) On Demand Interface³ (USGS, 2017b) over the period November 2019 through October 2020 to span the entire growing-season period (March-October 2020). To obtain complete spatial coverage of the Prado Basin area, NDVI estimates were requested for all Landsat scenes for Path 040, Rows 036 and 037 from the Landsat 7 and Landsat 8 satellites. The NDVI were processed and uploaded to Watermaster's centralized relational database, HydroDaVESM, which includes tools to manage, review, and extract NDVI estimates. The frequency of NDVI estimates from the Landsat 7 and 8 satellites is about every eight days. However, not all NDVI estimates are useable due to disturbances that can be caused by cloud cover, unfavorable atmospheric conditions, or satellite equipment malfunction. NDVI estimates were reviewed for these disturbances and excluded from analysis if they were determined erroneous due to these disturbances. Appendix A describes the how the NDVI estimates were collected, reviewed, and assembled for the PBHSP.

2.1.1.2 Collection and Analysis of Air Photos

Georeferenced air photos are used to visually characterize the spatial extent and quality of the riparian habitat in the Prado Basin. The air photos also serve as an independent check on interpretations of NDVI, which involves visual comparison of the extent and density of the riparian habitat, as shown in the air photos, to the NDVI maps. For ongoing monitoring, a high-resolution (3-inch pixel) image of the visible spectrum for the entire Prado Basin is acquired during the middle of the growing season, typically in July.

For the current reporting period, the acquisition of the 2021 air photo included a custom flight that was performed by Tetra Tech on June 26, 2021. The cost to acquire the 2021 air photo was shared with the OCWD. This was the fifth annual high-resolution air photo acquired for the PBHSP and cost shared with the OCWD.

2.1.2 Site-Specific Monitoring of Riparian Habitat

The objective of the site-specific monitoring of riparian habitat is to collect data that can be used to ground-truth the interpretations derived from the regional monitoring and assessment of the riparian

³ [ESPA USGS](#)

habitat (Pettoirelli, 2013). Prior to the implementation of the AMP, site-specific monitoring performed in the Prado Basin included vegetation surveys performed by the United States Bureau of Reclamation (USBR) in 2007 and 2013 (USBR, 2008b; 2015). Since the implementation of the AMP, the USBR conducted vegetation surveys for the PBHSP in 2016 and 2019. The USBR vegetation surveys performed for the PBHSP in 2016 and 2019 consist of 37 sites in the Prado Basin: 24 previously established USBR sites during the 2007 and 2013 sampling and 14 new sites established in 2016 that are primarily located near the PBHSP monitoring wells. The OCWD performs site-specific monitoring in the southern portion of Prado Basin to monitor for effects of the operation of Prado Dam on riparian habitat. OCWD site-specific monitoring includes: seasonal monitoring at nine canopy photo stations located along the edge of Prado Basin, seasonal monitoring at 11 understory photo stations within different surface elevations of the inundation zone behind the dam, 40 stacked-cube monitoring sites monitored in the spring and summer throughout different surface elevation ranges of the inundation zone, and 40 stacked-cube monitoring sites in Least Bell's Vireo nesting and territory locations in the riparian habitat. The most recent OCWD results performed during this reporting period are described in the *Prado Basin Water Conservation and Habitat Assessment 2020-2021* report (OCWD, 2022).

Figure 2-1 shows the locations of the USBR vegetation surveys and the OCWD photo and stacked-cube monitoring sites.

2.2 Factors that Potentially Affect the Riparian Habitat

The main factors that can potentially affect riparian habitat in Prado Basin include, but are not limited to: groundwater levels, surface-water discharge, weather/climate, wildfires, and pests. This section describes the methods employed to collect and analyze information on these factors to help answer questions 5, 6, and 7 from the AMP:

- How have groundwater levels and quality, surface-water discharge, weather, and climate changed over time? What were the causes of the changes? And did those changes result in an adverse impact to riparian habitat in the Prado Basin?
- Are there other factors besides groundwater levels, surface-water discharge, weather, and climate that affect riparian habitat in the Prado Basin? What are those factors? And did they (or do they) result in an adverse impact to riparian habitat in the Prado Basin?
- Are the factors that result in an adverse impact to riparian habitat in the Prado Basin related to Peace II implementation?

2.2.1 Groundwater Monitoring Program

A primary result of implementation of the Peace II Agreement is the lowering of groundwater levels (drawdown) in the southern portion of Chino Basin. Hence, drawdown is a factor that is potentially related to Peace II implementation and could adversely impact riparian habitat.

The Groundwater Monitoring Program (GMP) includes the collection of three types of data: groundwater production, groundwater level, and groundwater quality. Watermaster has been implementing a groundwater monitoring program across the entire Chino Basin to support various basin management initiatives and activities, and all data within Watermaster's centralized relational database are available to the GMP.



Watermaster’s groundwater monitoring network was expanded in 2015 specifically for the PBHSP with the construction of 16 new monitoring wells at nine sites located along the fringes of the riparian habitat and between the riparian habitat and the CDA well field. These wells, along with two existing monitoring wells, HCMP-5/1 and RP2-MW3, are specifically monitored for the PBHSP and are called the “PBHSP monitoring wells.”

Figure 2-2 shows the extent of the study area for which the GMP data are compiled and used for the PBHSP. The area covers the Prado Basin and the upgradient areas to the north that encompass the Chino Basin Desalter well field. Figure 2-2 also shows the wells in the study area where groundwater data were available in WY 2021.

2.2.1.1 Groundwater Production

Groundwater production influences groundwater levels and groundwater-flow patterns. Groundwater-production data are analyzed together with groundwater-level data to characterize the influence of groundwater production on groundwater levels. Groundwater-production data are also used as an input to the Chino Basin groundwater-flow model to evaluate past and future conditions in the Chino Basin, which, for the PBHSP, supports the analysis of prospective losses of riparian habitat (see Section 2.3).

Watermaster collects quarterly groundwater-production data for all active production wells within the Chino Basin. The data are checked for quality assurance and quality control (QA/QC) and uploaded to Watermaster’s centralized relational database. The active production wells within the study area include CDA wells and privately owned wells used for agricultural, dairy, or domestic purposes.

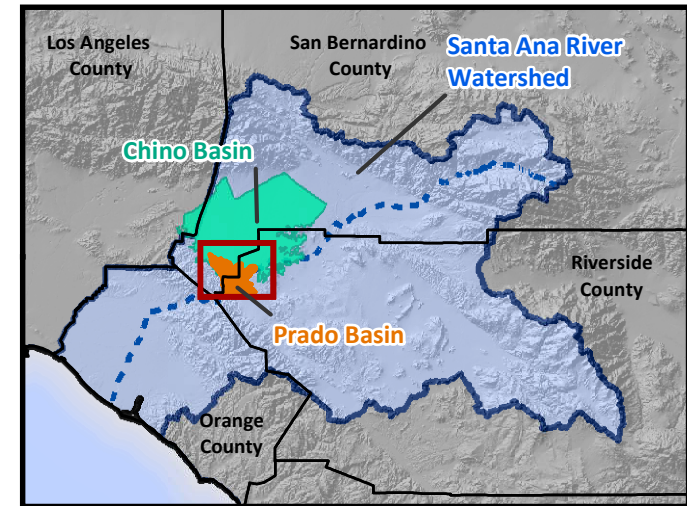
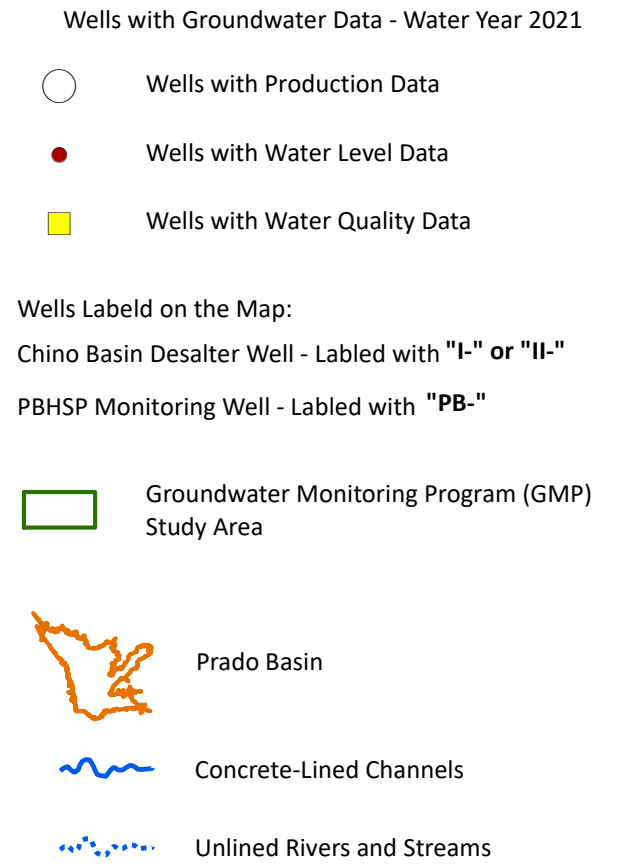
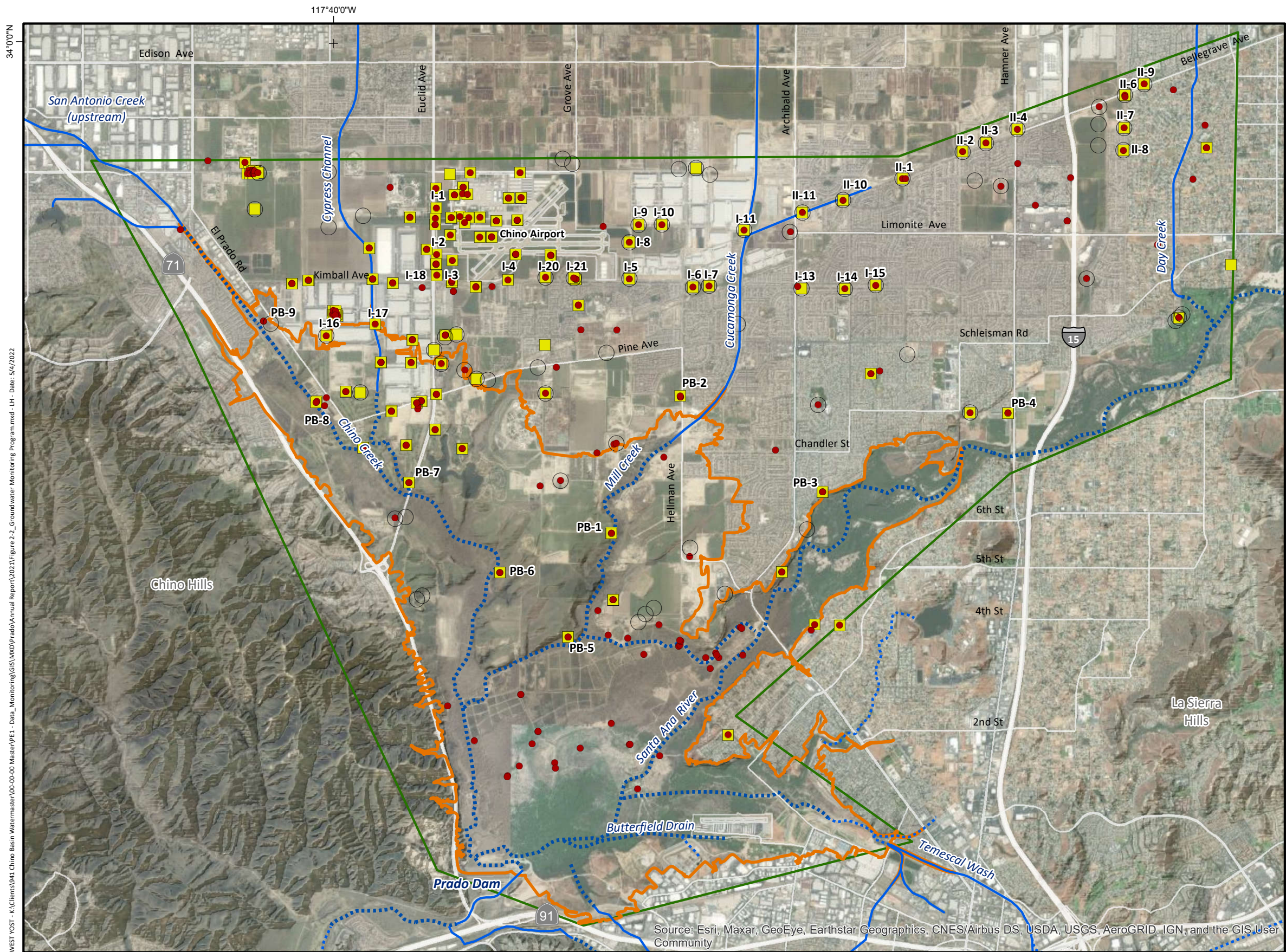
During WY 2021, Watermaster collected groundwater-production data at about 70 wells in the GMP study area.

2.2.1.2 Groundwater Level

Monitoring groundwater levels in the Prado Basin is a key component of the PBHSP, as the potential for declining groundwater levels related to Peace II implementation could be a factor that adversely impacts riparian habitat. Groundwater-level data are analyzed together with production data to characterize how groundwater levels have changed over time in the GMP study area and to explore the relationship(s) to any observed changes that occurred in the extent and quality of the riparian habitat. Groundwater-level and production data are also used as input to the Chino Basin groundwater flow model to evaluate past and future conditions in the Chino Basin, which, for the PBHSP, supports the analysis of prospective losses of riparian habitat (see Section 2.3).

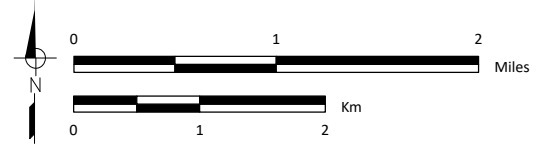
Watermaster collects groundwater-level data at various frequencies at wells in the GMP study area to support various groundwater-management initiatives. The data are checked for QA/QC and uploaded to Watermaster’s centralized relational database.

During WY 2021, Watermaster collected groundwater-level data from 260 wells in the study area (see Figure 2-2). At 170 of these wells, water levels were measured by well owners at varying frequencies and provided to Watermaster. The remaining 90 wells are CDA wells, dedicated monitoring wells, or private wells that are monitored by Watermaster using manual methods once per month or with pressure transducers that record water levels once every 15 minutes. Groundwater-levels at the 18 PBHSP monitoring wells have been measured with pressure transducers since May 2015.



WEST YOST - K:\Clients\941 Chino Basin Watermaster\00-00-00 Master\PE1 - Data_Monitoring\GIS\MXD\Prado\Annual Report\2021\Figure 2-2_Groundwater Monitoring Program.mxd - LH - Date: 5/4/2022

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Groundwater Monitoring Program

Figure 2-2



2.2.1.3 Groundwater Quality

Water-quality data can be used to understand the various potential sources of shallow groundwater in the Prado Basin. Groundwater-quality data are compared to surface-water-quality data to characterize groundwater/surface-water interactions in the Prado Basin and assess the importance of those interactions to the extent and quality of the riparian habitat.

Watermaster collects groundwater-quality data from wells in the GMP study area to support various groundwater-management initiatives. These data are checked for QA/QC and uploaded to Watermaster's centralized relational database.

During WY 2021, groundwater-quality data were collected from 190 wells in the study area (see Figure 2-2). Of these wells, 145 were sampled by the well owners at varying frequencies. The remaining 45 wells are dedicated monitoring wells or private wells sampled by Watermaster either quarterly, annually, or triennially (every three years).

Watermaster has performed groundwater-quality monitoring at the PBHSP monitoring wells since they were constructed in 2015, and the monitoring program has been tailored to discern the groundwater/surface-water interactions important to the sustainability of the riparian habitat. During WY 2021, there was no sampling performed for the PBHSP. Watermaster conducted triennial monitoring at the 18 PBHSP monitoring wells as part of their basin-wide water quality monitoring to support various groundwater-management initiatives.

In July 2018, a pilot monitoring program was initiated at four monitoring wells at two locations along Chino Creek (PB-7 and PB-8) where the data loggers that measure groundwater levels at 15-minute intervals were replaced with data loggers with probes to measure and record electrical conductivity (EC), temperature, and water levels at a 15-minute frequency. Samples of groundwater were collected and analyzed quarterly (fiscal year 2019 and 2020) or semiannually (fiscal year 2021) for EC, temperature, and the parameters listed in Table 2-1. No groundwater quality samples were collected during fiscal year 2022. The same monitoring methods and protocols were performed at nearby surface-water sites in Chino Creek for comparison with the groundwater data. During this reporting period, Watermaster conducted the quarterly download of the data loggers at the four PBHSP monitoring wells and collected the last semi-annual samples of groundwater quality at these wells in March 2021.



Table 2-1. Parameter List for the Groundwater and Surface Water Quality Monitoring Program

Chemical Parameter	Method Detection Limit	Method
Alkalinity in CaCO ₃ units	2 mg/l	SM2320B
Ammonia Nitrogen	0.05 mg/l	EPA 350.1
Bicarbonate as HCO ₃ <i>Calculated</i>	2 mg/l	SM2320B
Calcium Total ICAP	1 mg/l	EPA 200.7
Carbonate as CO ₃ <i>Calculated</i>	2 mg/l	SM2320B
Chloride	1 mg/l	EPA 300.0
Hydroxide as OH <i>Calculated</i>	2 mg/l	SM2320B
Magnesium Total ICAP	0.1 mg/l	EPA 200.7
Nitrate as Nitrogen by IC	0.1 mg/l	EPA 300.0
Nitrate as NO ₃ <i>Calculated</i>	0.44 mg/l	EPA 300.0
Nitrite as Nitrogen by IC	0.05 mg/l	EPA 300.0
Nitrate plus Nitrite as Nitrogen <i>Calculated</i>	0.1 mg/l	EPA 300.0
PH (H3=past HT not compliant)	0.1 units	SM4500-HB
Potassium Total ICAP	1 mg/l	EPA 200.7
Silica	0.5 mg/l	EPA 200.7
Sodium Total ICAP	1 mg/l	EPA 200.7
Specific Conductance, 25 C	2 µmhos/cm	SM2510B
Sulfate	0.5 mg/l	EPA 300.0
Total Dissolved Solids (TDS)	10 mg/l	E160.1/SM2540C
Total Hardness as CaCO ₃ by ICP <i>Calculated</i>	3 mg/l	SM 2340B
Total Organic Carbon	0.3 mg/l	SM5310C/E415.3
Turbidity	0.05 NTU	EPA 180.1
Notes: mg/l – milligrams per liter NTU – nephelometric turbidity units µmhos/cm – micromhos per centimeter		

2.2.2 Surface-Water Monitoring Program

Surface-water discharge in the Prado Basin is another factor that can influence the extent and quality of riparian habitat and can influence groundwater levels. Surface-water discharge data are evaluated for the PBHSP to characterize historical and current trends in the discharge of the SAR and its tributaries in the Prado Basin and to explore the relationship(s) to any observed changes that occurred in the extent and quality of the riparian habitat. Surface-water discharge data are also used as input to the Chino Basin groundwater-flow model to evaluate past and future conditions in the Chino Basin, which for the PBHSP, supports the analysis of prospective losses of riparian habitat (see Section 2.3). Surface-water quality is

compared to groundwater-quality data to characterize groundwater/surface-water interactions in the Prado Basin and the importance of those interactions to the extent and quality of the riparian habitat.

The surface-water monitoring program (SWMP) for the PBHSP involves collecting existing, publicly available, surface-water discharge and quality data from sites within or tributary to the Prado Basin. Figure 2-3 shows the location of the surface-water monitoring sites used in the PBHSP. These sites include discharge locations for publicly owned treatment works (POTWs), USGS stream gaging stations, Watermaster and the IEUA Maximum-Benefit Monitoring Program surface-water-quality monitoring sites, ACOE's storage levels and inflow to Prado Dam, and the OCWD's discharge of untreated imported water from the OC-59 turnout tributary to Prado Basin. All surface-water discharge and quality data were collected for WY 2021, checked for QA/QC, and uploaded to Watermaster's relational database.

As noted in Section 2.2.1.3 above, a pilot monitoring program was initiated in July 2018 at two locations along Chino Creek near monitoring wells PB-7 and PB-8 to help characterize groundwater/surface-water interactions. Data loggers with probes were installed in Chino Creek adjacent to PB-7 and PB-8 to measure and record EC, temperature, and stage at a 15-minute frequency. Surface-water samples were collected and analyzed quarterly (fiscal year 2019 and 2020) or semiannually (fiscal year 2021) for EC, temperature, and the parameters listed in Table 2-1. During this reporting period, Watermaster conducted the quarterly download of the data loggers at the two PBHSP surface water sites in Chino Creek and collected the last semi-annual sample of surface water quality at these sites in March 2021.

2.2.3 Climatic Monitoring Program

Climatic data are used to characterize how the climate has changed over time in the study area and to explore the relationship(s) to any observed changes that occurred in the extent and quality of the riparian habitat. Climatic data are also used for the Chino Basin groundwater-flow model to evaluate past and future conditions in the Chino Basin, which for the PBHSP, supports the analysis of prospective losses of riparian habitat (see Section 2.3).

The climatic monitoring program for the PBHSP involves collecting existing, publicly available spatially gridded climate datasets for precipitation and temperature in the vicinity of the Prado Basin. These climate datasets include Next-Generation Radar (NEXRAD) and the PRISM Climate Group. Figure 2-3 shows the location of the areas where the gridded climate data is extracted from PRISM and NEXRAD to estimate a spatial average precipitation and temperature for the PBHSP analysis. The Chino Basin boundary is used to extract the spatially gridded data for precipitation, and the Prado Basin boundary is used to extract the spatially gridded data for maximum and minimum temperature. Climatic data are collected annually and uploaded to Watermaster's relational database.

2.2.4 Other Factors That Can Affect Riparian Habitat

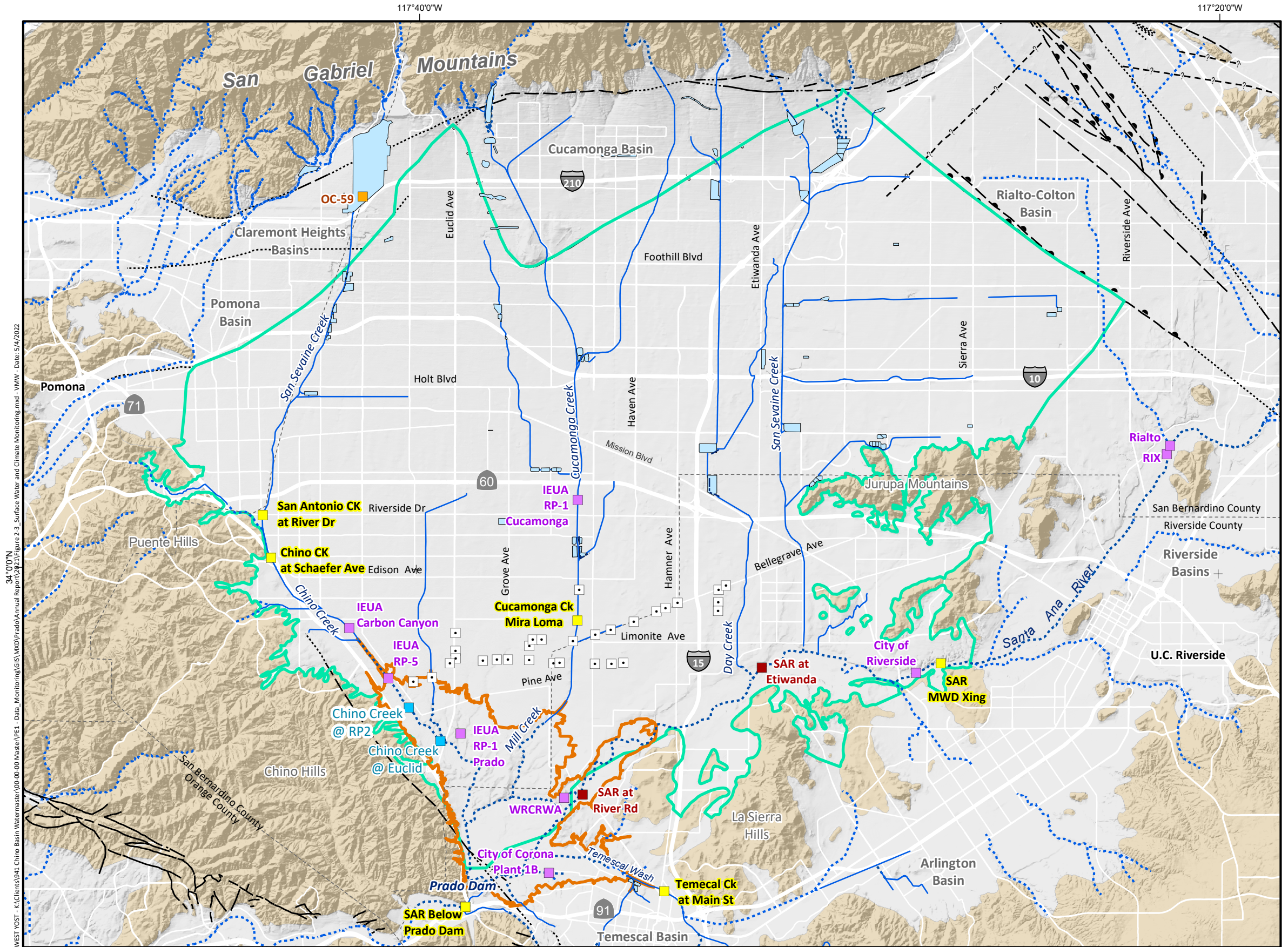
The AMP recognizes that there are potential factors other than groundwater, surface water, and climate that can affect riparian habitat in the Prado Basin. These factors include, but are not limited to: wildfire, disease, pests, and invasive species. To the extent necessary, data and information on these factors are collected and analyzed to explore for relationships to changes in the extent and quality of the riparian habitat.

In WY 2016, during the analysis for the first Annual Report, two specific factors were identified as potential impacts to the Prado Basin riparian habitat: wildfires and an invasive pest known as the Polyphagous Shot-Hole Borer (*Euwallacea fornicates*; PSHB hereafter). In WY 2018, the removal of the non-native invasive

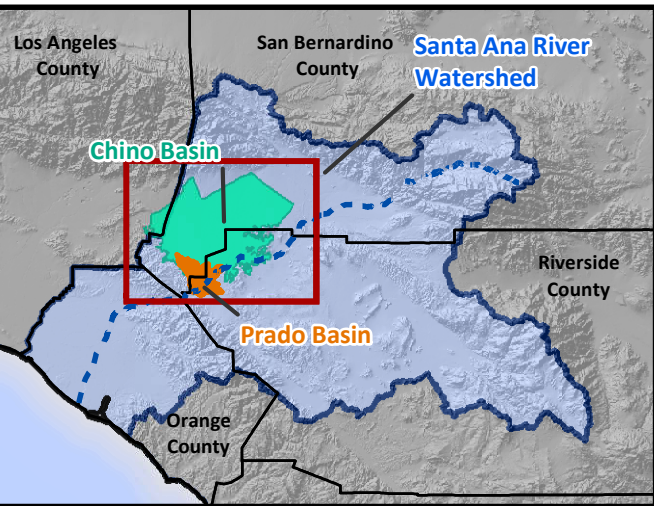
Annual Report of the Prado Basin Habitat Sustainability Committee – WY 2021



weed *Arundo donax* (Arundo) was identified as another factor to impact riparian habitat in the Prado Basin. The following describes the information that was collected for these three factors and how they are used to explore for relationships to changes that have occurred in the extent and quality of riparian habitat.



- Surface-Water Monitoring Program**
- POTW Discharge Outfall
 - USGS Stream Gage Station
 - Maximum-Benefit Monitoring Program Site
 - MWDSC Imported Water Turnout
 - PBHSP Site
- Climate Monitoring Program**
- ▭ Chino Basin - Area to Extract Gridded Data from PRISM and NEXRAD Data Sets (Precipitation)
 - ▭ Prado Basin - Area to Extract Gridded Data from PRISM and NEXRAD Data Sets (Temperature)
 - Chino Basin Desalter Well
 - Concrete-Lined Channels
 - ⋯ Unlined Rivers and Streams
 - ▭ Flood Control & Conservation Basins
- Surface Geology**
- Water-Bearing Sediments*
- Quaternary Alluvium
- Consolidated Bedrock*
- Undifferentiated Pre-Tertiary to Early Pleistocene Igneous, Metamorphic, and Sedimentary Rocks
- Faults**
- Location Certain
 - Location Approximate
 - Location Concealed
 - Location Uncertain
 - Approximate Location of Groundwater Barrier



2.2.4.1 Wildfires

Wildfires occur periodically in the Prado Basin and can reduce the extent and quality of riparian habitat. For the PBHSP, the occurrence and locations of wildfires are used to help understand and explain the trends observed in the extent and quality of the riparian vegetation.

To map the extent of any wildfires that have occurred in the study area, fire-perimeter data were collected from the Fire and Resource Assessment Program (FRAP) of the California Department of Forestry and Fire Protection (CAL FIRE).⁴

For the current reporting period, wildfire data were obtained from the FRAP database for the Prado Basin region for calendar year 2020.⁵

2.2.4.2 Polyphagous Shot-Hole Borer (PSHB)

The PSHB is a beetle that burrows into trees, introducing a fungus (*Fusarium euwallacea*) into the tree bark that spreads the disease Fusarium Dieback (FD).^{6,7} FD destroys the food and water conducting systems of the tree, eventually causing stress and tree mortality. The PSHB was first discovered in Southern California in 2003 and has been recorded to have caused branch die-back and tree mortality for various tree specimens throughout the Southern California region (USDA, 2013). Since 2016, the PSHB is an identified pest within the Prado Basin that has the potential to negatively impact riparian habitat vegetation (USBR, 2016; Palenscar, K., personal communication, 2016; McPherson, D., personal communication, 2016).

Information on PSHB occurrence in the Prado Basin has been obtained during the USBR vegetation surveys of riparian habitat in the Prado Basin for the PBHSP during 2016 and 2019, and also from the University of California, United States Department of Agriculture (USDA) and Natural Resources' online PSHB/FD Distribution Map⁸, and the OCWD's PSHB trap deployment and monitoring. For the PBHSP, the occurrences of the PSHB in the Prado Basin are used to help understand and explain the trends observed in the extent and quality of the riparian vegetation. There was no new information on the PSHB occurrence in the Prado Basin collected for the current reporting period.

2.2.4.3 Arundo Removal

Non-native Arundo is prominent throughout riparian habitat in the Prado Basin. Arundo consumes significantly more water than native plants, can out-compete native vegetation, and is flammable in nature increasing the risk of wildfire. There are several SAR watershed stakeholders that remove Arundo in the riparian habitat to restore native habitat to aid in the recovery of the threatened and endangered species, such as the Least Bell's Vireo and Santa Ana Sucker. For the PBHSP, the occurrence and locations of habitat restoration activities that include the removal of Arundo can help understand and explain trends in the extent and quality of the riparian habitat. The OCWD and Santa Ana Watershed Association (SAWA) in

⁴ Frap.fire.ca.gov

⁵ Data for the previous year is available each year in April.

⁶ UCANR.edu

⁷ Cisr.Ucr.Edu

⁸ Ucanr.edu



coordination with others, are the main entities in the watershed that implement habitat restoration programs that include removing Arundo.

In WY 2021, information on Arundo removal and management activities that have occurred recently in the Prado Basin were obtained to track these programs and explore if there is a connection between these activities and trends observed in the extent and quality of riparian habitat. This effort involved coordinating with the OCWD and SAWA to obtain information on the location and timing of these programs.

2.3 Prospective Loss of Riparian Habitat

Monitoring and mitigation requirement 4.4-3 in the Peace II SEIR calls for annual reporting for the PBHSP, that 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 (emphasis added). The meaning of “prospective loss” in this context is “future potential losses” of riparian habitat. Predictive modeling of groundwater levels can be used to answer question 8 from the AMP:

- Are there areas of prospective loss of riparian habitat that may be attributable to the Peace II Agreement?

Watermaster’s most recent groundwater-modeling results can be used to evaluate forecasted groundwater-level changes within the Prado Basin under current and projected future conditions in the Basin, including, but not limited to, plans for pumping, storm-water recharge, and supplemental water recharge. To perform this evaluation, the predictive model results are mapped and analyzed to identify areas (if any) where groundwater levels are projected to decline to depths that may negatively impact riparian habitat in the Prado Basin.

For this Annual Report, Watermaster’s most recent groundwater model projections were used to characterize future groundwater-level conditions in the PBHSP study area. This model projection was the simulation of planning scenario “2020 SYR1” for the 2020 recalculation of Safe Yield using the updated Chino Basin groundwater-flow model (WEI, 2020)



3.0 RESULTS AND INTERPRETATIONS

3.1 Trends in Riparian Habitat Extent and Quality

This section describes the analysis and interpretation of the monitoring data and groundwater-modeling results for the PBHSP. Analyzed data span various historical periods, based on data availability, and include both pre- and post-Peace II implementation (2007).

More specifically, this section describes the trends in the extent and quality of the riparian habitat, describes the trends in factors that can impact the riparian habitat, and evaluates potential cause-and-effect relationships—particularly any cause-and-effect relationships that may be associated with Peace II implementation. The factors that can potentially impact the extent and quality of the riparian habitat include changes in groundwater levels, surface-water discharge, climate, and other factors, such as pests, wildfires, and habitat management activities. Declining groundwater levels is the primary factor that is potentially related to Peace II implementation and could adversely impact the riparian habitat.

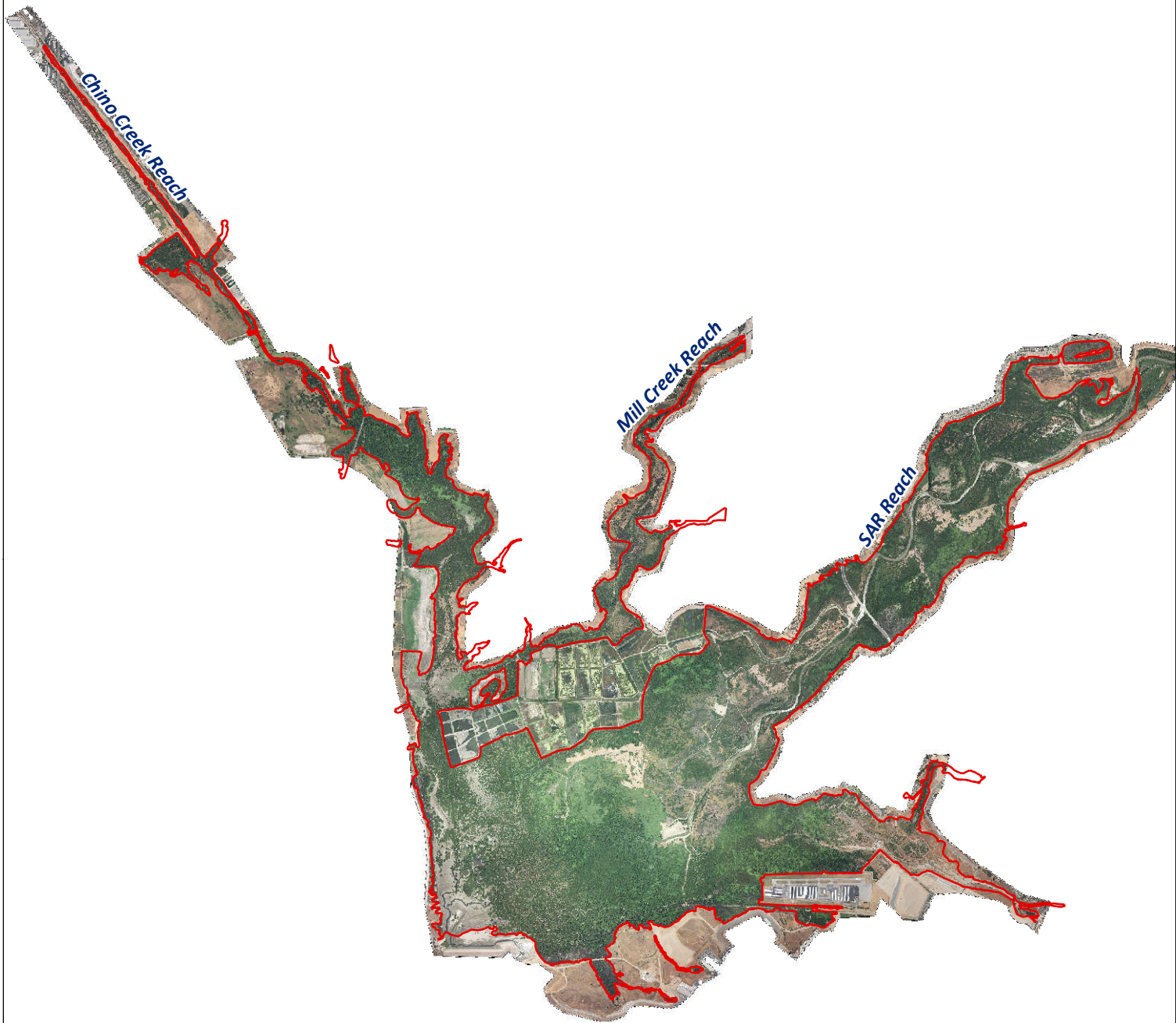
This section also includes a review of Watermaster’s most recent predictive Chino Basin groundwater modeling results to identify areas of potential future declines in groundwater levels that could impact the riparian habitat.

3.1.1 Extent of the Riparian Habitat

Previous annual reports include an analysis of the riparian vegetation using historical air photos to map the density and extent of the vegetation in the Prado Basin (WEI, 2017; 2018; 2019; 2020). In general, these analyses concluded that from 1960 to 1999 the mapped extent of the riparian habitat increased from about 1.8 to 6.7 square miles (mi²) and its vegetated density increased. Since 1999, the extent and vegetated density of the riparian habitat has remained relatively constant.

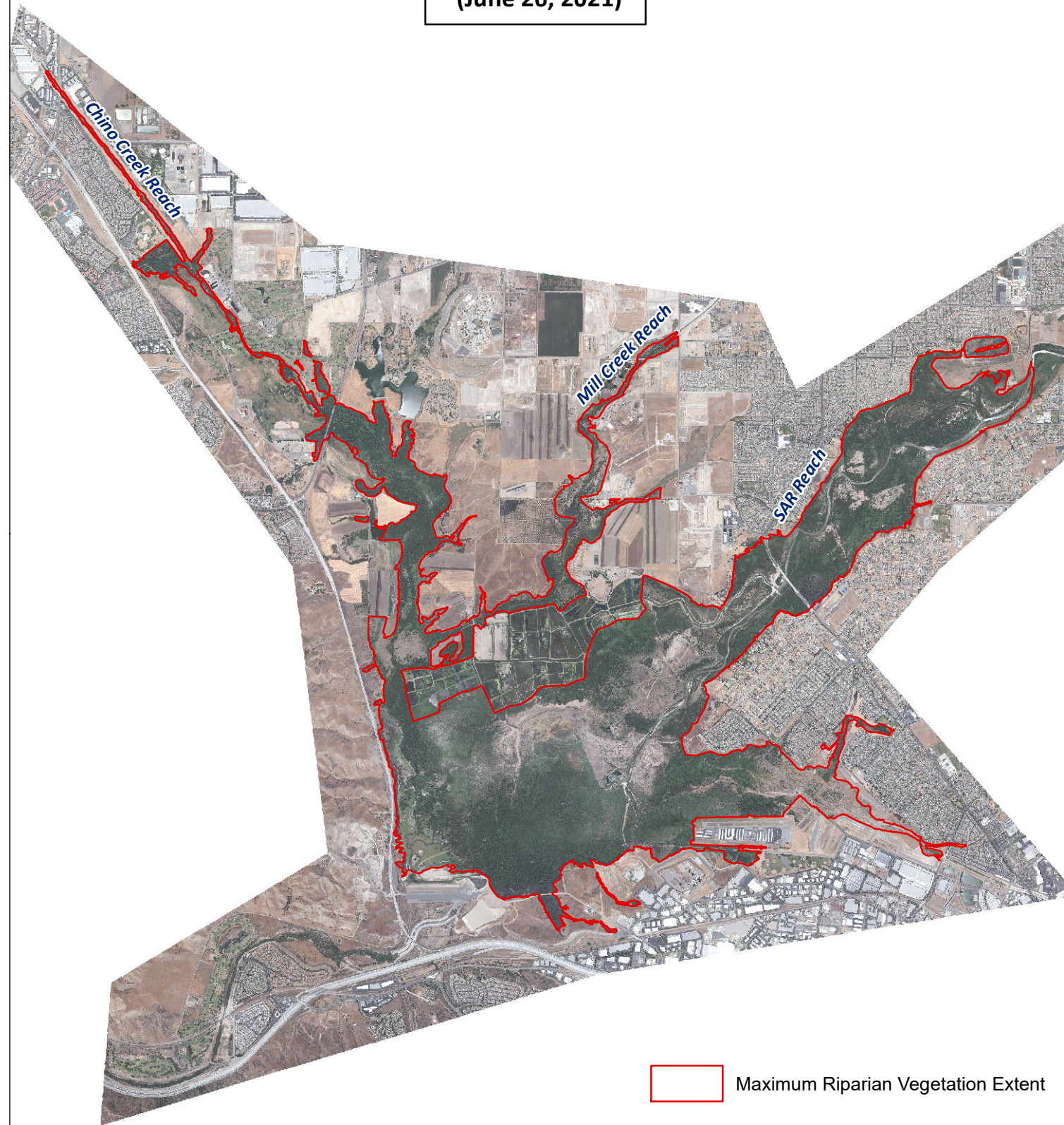
Figure 3-1a compares air photos that were acquired for the PBHSP in July 2020 and June 2021. Both air photos are high resolution (3-inch pixels) which allow for a side-by-side visual comparison of riparian vegetation extent and quality in July 2020 and June 2021. There are no significant differences in these air photos that justify an adjustment to the mapped extent of the riparian habitat.

2020 Air Photo
(July 6-8, 2020)



Maximum Riparian Vegetation Extent

2021 Air Photo
(June 26, 2021)



Maximum Riparian Vegetation Extent

WEST YOST - K:\Clients\941 Chino Basin Watermaster\00-00-00 Master\PE1 - Data_Monitoring\GIS\MXD\Prado\Annual Report\2021\Figure 3-1a_2020_2021 AirPhoto.mxd - LH - Date: 5/4/2022

Figure 3-1b compares the 2021 air photo and the mapped extent of the riparian habitat to the NDVI estimates for the Prado Basin area on a date that corresponds to the maximum of the spatial average of NDVI during the growing season for 2021.⁹ Generally, the following ranges in NDVI during the growing season correspond to these land cover types:

- < 0: Water
- 0 - 0.2: Non-vegetated surfaces, such as urbanized land cover and barren land
- 0.3 - 1.0: Vegetated land cover: higher NDVI values indicate greater photosynthetic activity

Three main observations and interpretations are derived from this figure:

- Prado Basin riparian vegetation areas have NDVI estimates of about 0.3 to 0.9 during the growing season. Active agricultural lands in the Prado Basin region can also have NDVI values of a similar range during the growing season.
- The NDVI estimates support the delineation of the extent of the riparian habitat as drawn from the air photos.
- The consistency of NDVI values to land cover observed in the air photo indicates that the processing of NDVI estimates for this study were performed accurately, which supports subsequent analyses and interpretations.

3.1.2 Quality of the Riparian Habitat

As discussed, and referenced in Section 2.0, NDVI is an indicator of the photosynthetic activity of vegetation and therefore can be used to interpret the health or “quality” of the riparian vegetation. In this section, NDVI is spatially and temporally analyzed in maps and time-series charts for defined areas throughout Prado Basin to characterize changes in the quality of riparian habitat over the period 1984 to 2021.

3.1.2.1 Spatial Analysis of NDVI

Figure 3-2 compares maps of NDVI across the entire Prado Basin area for 2020 and 2021 on the dates that correspond to the maximum growing-season NDVI as a spatial average across the entire extent of the riparian vegetation. Figure 3-3 is a map of change in NDVI from 2020 to 2021 that was prepared by subtracting the 2020 NDVI map from the 2021 NDVI map on Figure 3-2. These figures identify areas that may have experienced a change in the quality of riparian habitat from 2020 to 2021:

- About half of the riparian vegetation extent area showed no change in NDVI from 2020 to 2021.
- NDVI decreased in small patches along Mill Creek.
- NDVI decreased in large patches along the SAR and below the OCWD wetlands. Inspection of the air photos in Figure 3-1a corroborates these observations, showing a decrease in green land cover in these same areas from 2020 to 2021.

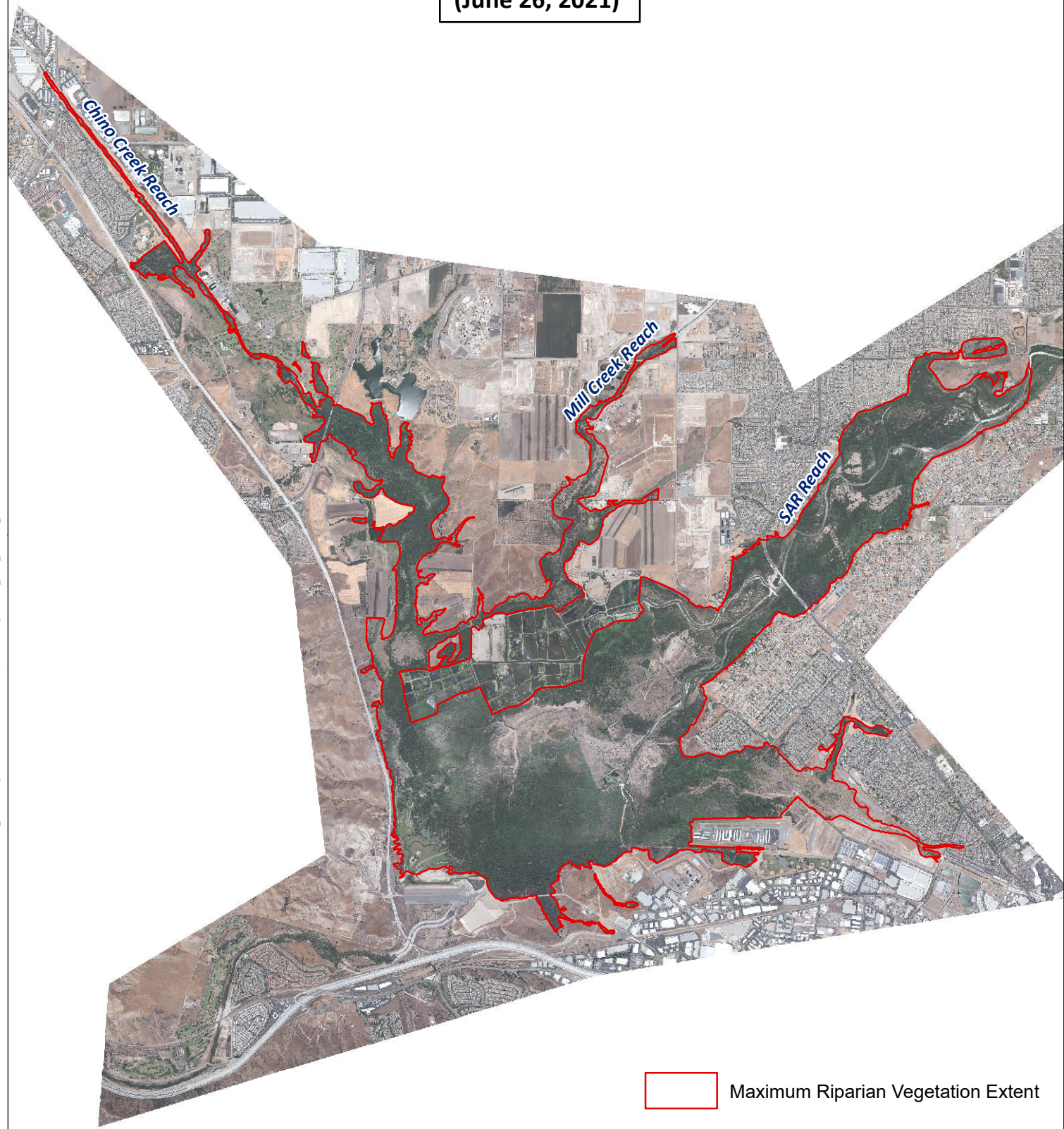
⁹ The growing season for the Prado Basin riparian vegetation is from March through October (Merkel, 2007; USBR, 2008). The maximum NDVI for the 2019 growing season occurred on July 10, 2019.



- NDVI decreased in the southern portion of Chino Creek above and below the OCWD wetlands. Inspection of the air photos in Figure 3-1a corroborates these observations, showing a decrease in green land cover in these same areas from 2020 to 2021.
- NDVI increased in the small and large patches along the SAR.

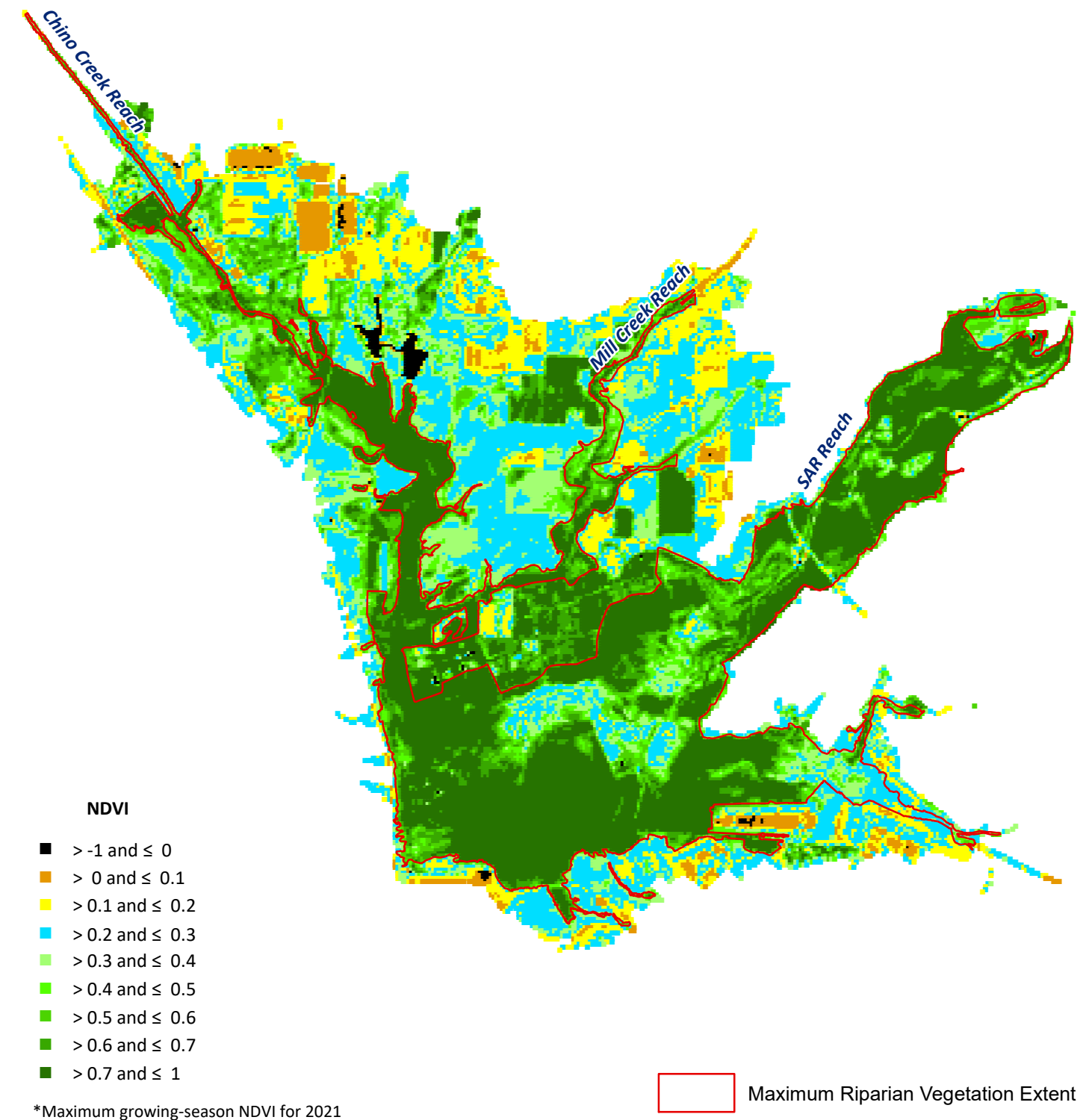
These spatial changes in NDVI will be analyzed along with the factors that can impact riparian habitat in Sections 3.2 through 3.6 of this report.

2021 Air Photo
(June 26, 2021)

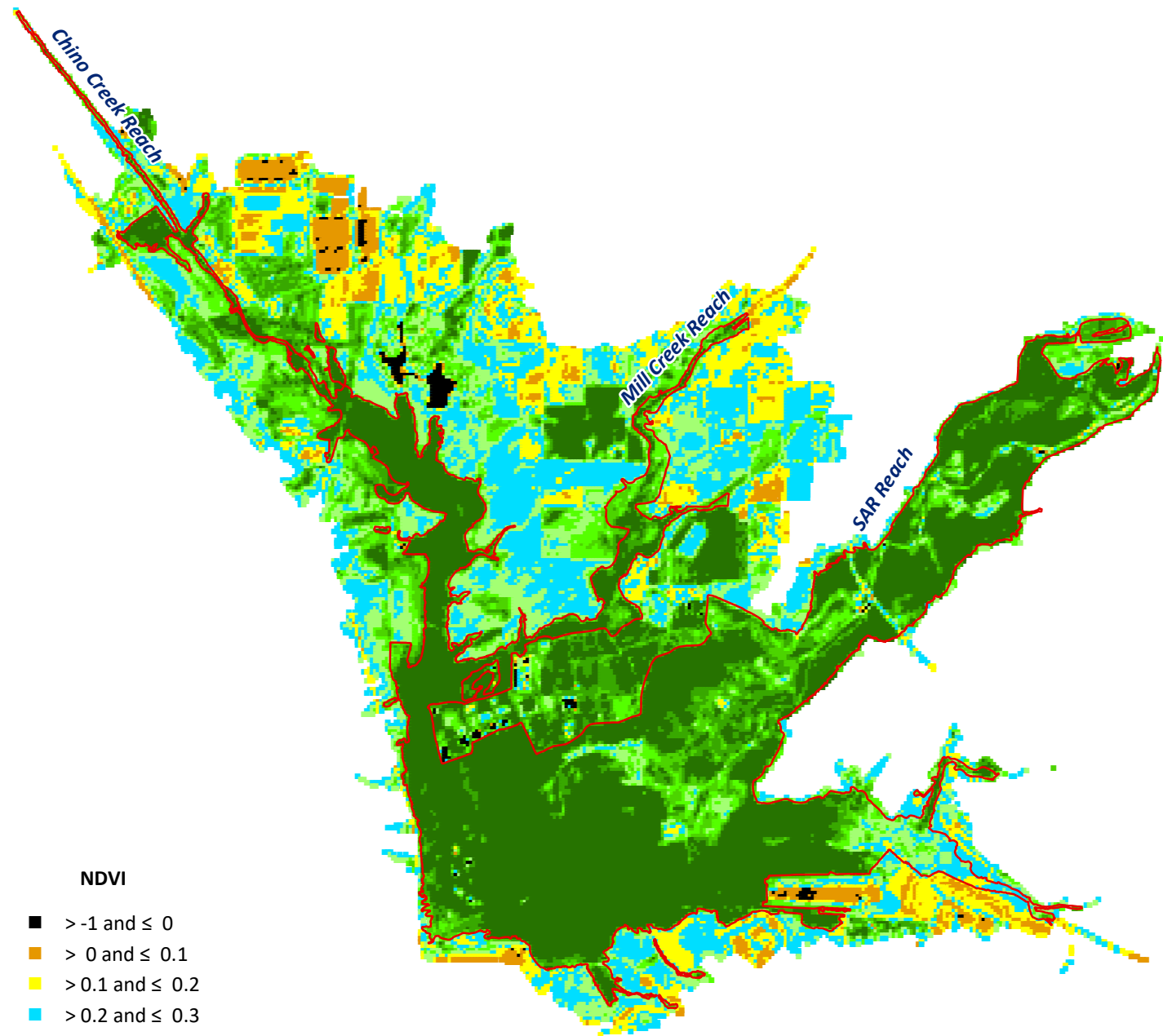


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2021 NDVI
(July 31, 2021)*



2020 NDVI
(August 29, 2020)*

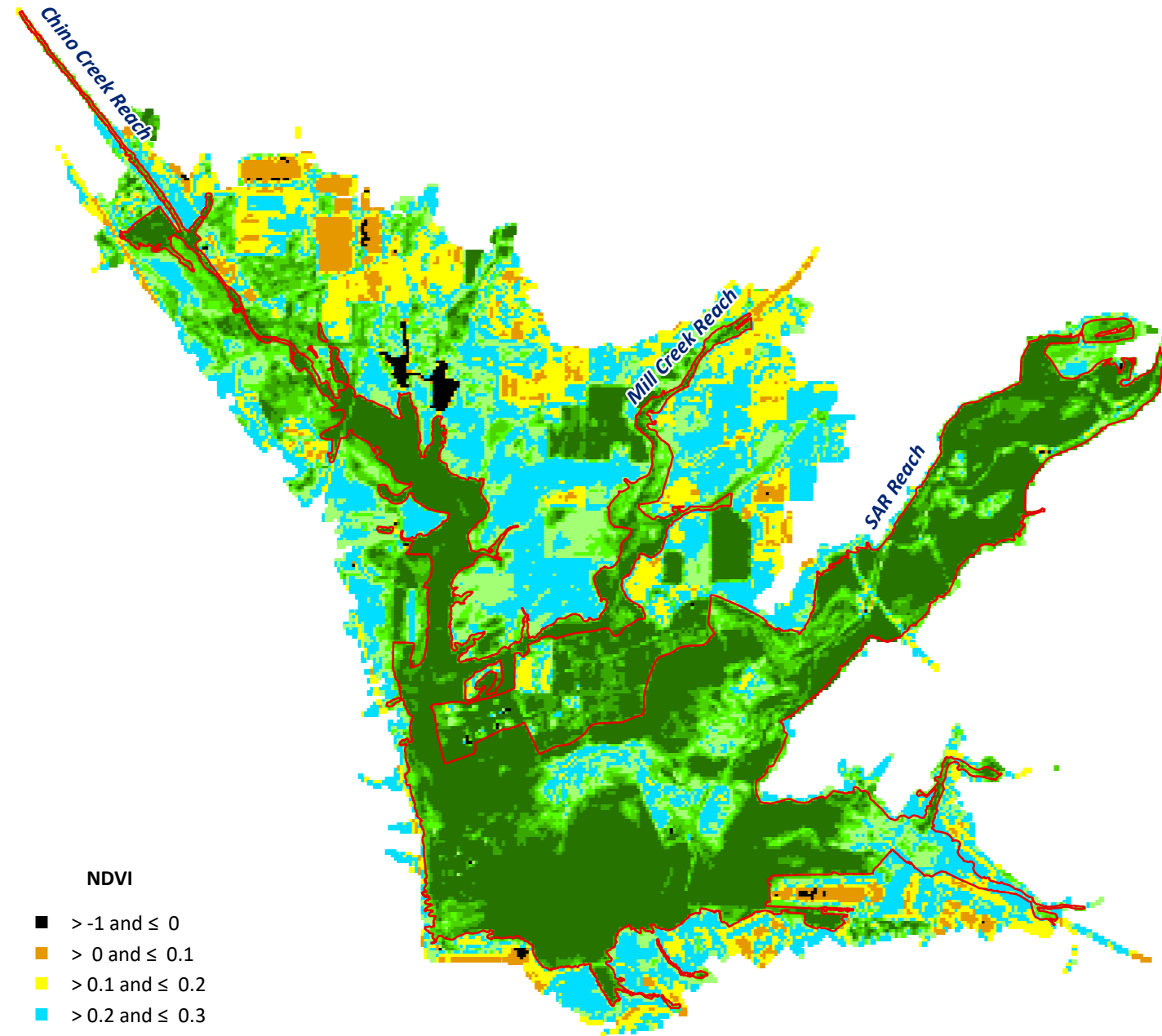


- NDVI**
- > -1 and ≤ 0
 - > 0 and ≤ 0.1
 - > 0.1 and ≤ 0.2
 - > 0.2 and ≤ 0.3
 - > 0.3 and ≤ 0.4
 - > 0.4 and ≤ 0.5
 - > 0.5 and ≤ 0.6
 - > 0.6 and ≤ 0.7
 - > 0.7 and ≤ 1

*Maximum growing-season NDVI for 2020

Maximum Riparian Vegetation Extent

2021 NDVI
(July 31, 2021)*



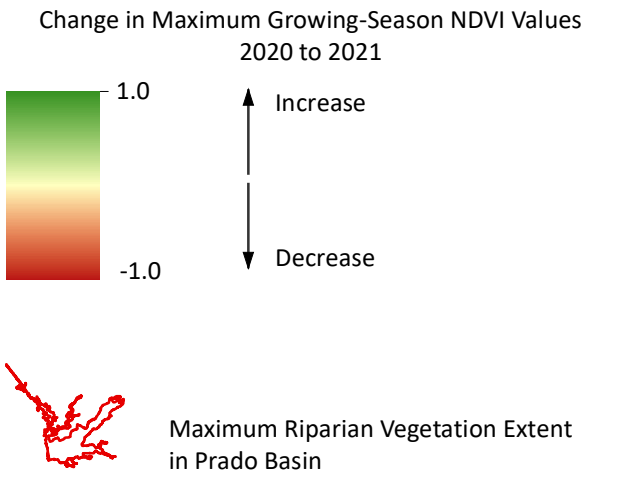
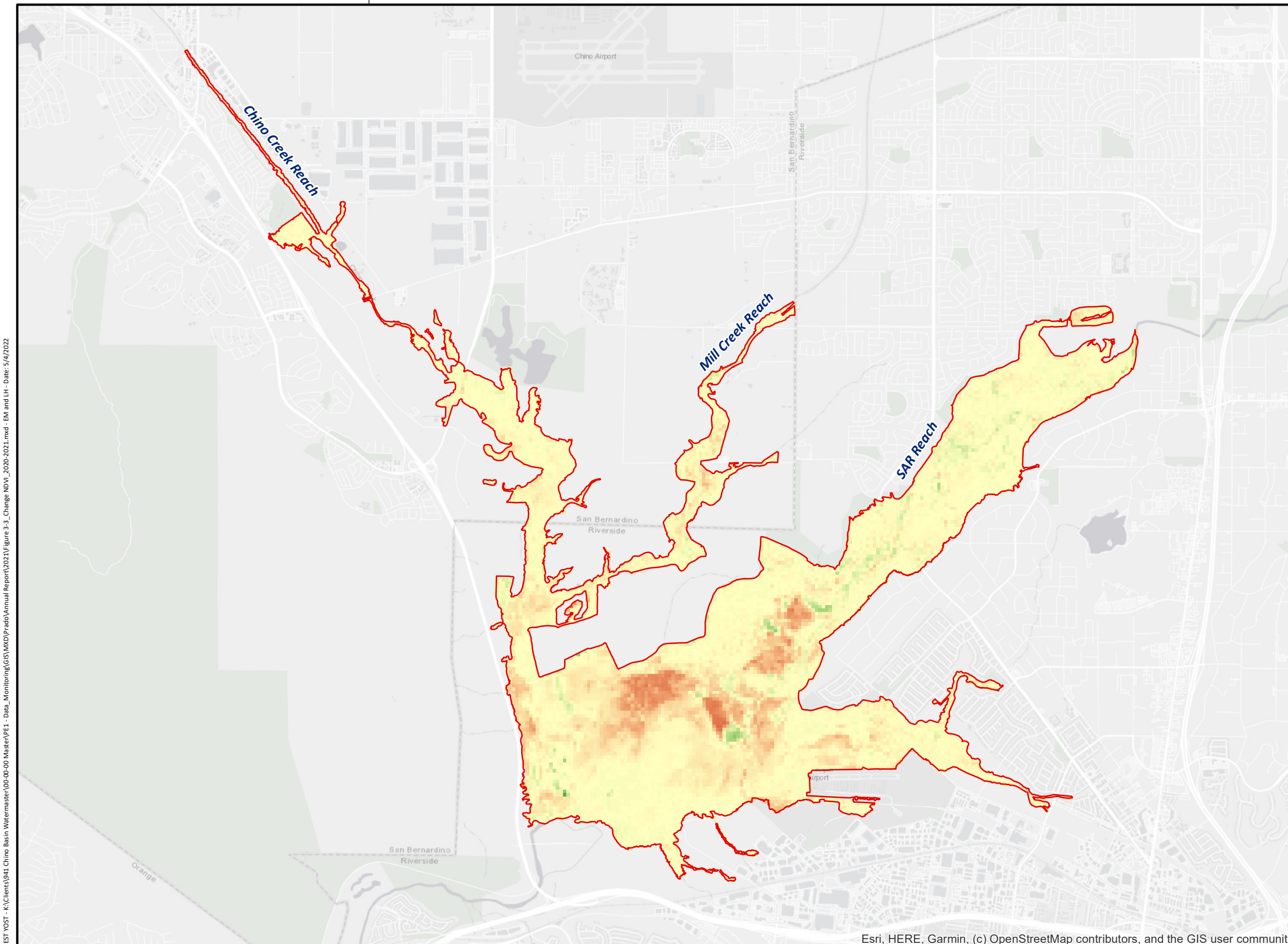
- NDVI**
- > -1 and ≤ 0
 - > 0 and ≤ 0.1
 - > 0.1 and ≤ 0.2
 - > 0.2 and ≤ 0.3
 - > 0.3 and ≤ 0.4
 - > 0.4 and ≤ 0.5
 - > 0.5 and ≤ 0.6
 - > 0.6 and ≤ 0.7
 - > 0.7 and ≤ 1

*Maximum growing-season NDVI for 2021

Maximum Riparian Vegetation Extent

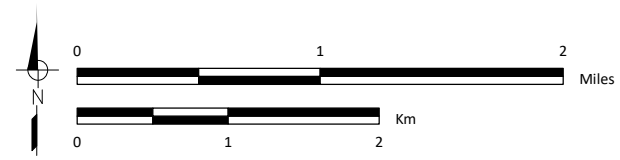
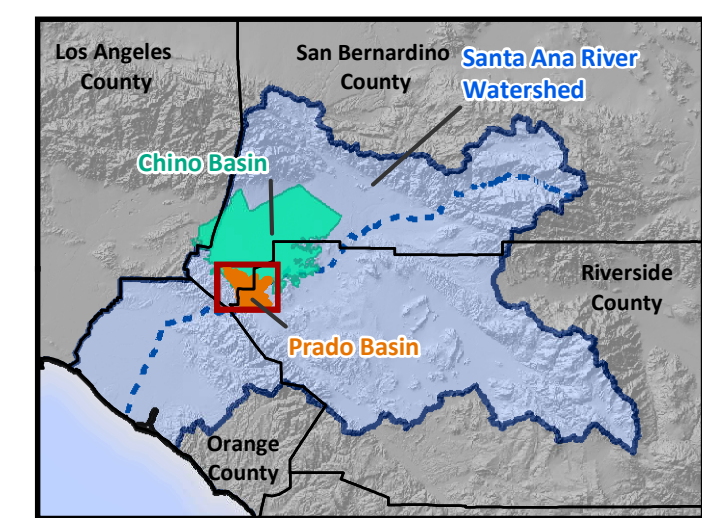
WEST YOST - K:\Clients\941_Chino Basin Watermaster\00-00-00_Master\PE1 - Data_Monitoring\GIS\MXD\Prado\Annual Report\2021\Figure 3-2_2020_2021_NDVI.mxd - LH - Date: 5/4/2022

117°40'0"W



WEST\YOST - K:\Clients\1941 Chino Basin Watermaster\00-00-00 Master\PE1 - Data_Monitoring\GIS\MXD\Prado\Annual Report\2021\Figure 3-3_Change NDVI_2020-2021.mxd - EM and LH - Date: 5/4/2022

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community



Spatial Change in NDVI for the Prado Basin
2020 and 2021

Figure 3-3

3.1.2.2 Temporal Analysis of NDVI

NDVI pixels¹⁰ within defined areas throughout the Prado Basin were spatially averaged and temporally analyzed in time-series charts. The defined areas include large and small areas within Prado Basin and are shown in Figure 3-4. The large areas include the entire extent of the riparian habitat (6.8 mi²— 19,520 NDVI pixels), the extent of the riparian habitat along the upper portion of Chino Creek (0.74 mi²— 2,134 NDVI pixels), and the extent of the riparian habitat along Mill Creek (0.26 mi²— 759 NDVI pixels). The small areas are located along the northern reaches of the Prado Basin riparian habitat near the PBHSP monitoring wells and a location of a USBR vegetation survey site (10-meter radius plot). All the small areas are one NDVI pixel (30 x 30-meter pixel – 900 square meters).¹¹

Figures 3-5, 3-6, 3-7, and 3-8a through 3-8l are time-series charts of the NDVI for each of the defined areas that indicate changes in the quality of riparian habitat over time. These figures are used to characterize long- and short-term changes in NDVI in specific areas, which provide context for interpreting the trends and changes in NDVI that have been occurring during Peace II implementation. Each figure shows three datasets that illustrate trends in the NDVI estimates:

- **Spatial Average NDVI (green dots).** Spatial Average NDVI are the spatial average of the NDVI pixels within the defined area. These data characterize the seasonal and long-term trends in NDVI for each defined area. The NDVI exhibit an oscillatory pattern caused by seasonal changes in the riparian habitat. The NDVI time-series are typical for a deciduous forest, where NDVI values are higher in the growing season from March through October and lower in the dormant season from November through February when plants and trees shed their leaves.
- **Average Growing-Season NDVI (black squares and black curve).** The Average Growing-Season NDVI is the annual average of the Spatial Average NDVI for each growing season from March through October. This curve shows the annual changes and long-term trends in the NDVI for the growing season. This metric is used to analyze year-to-year changes and long-term trends in NDVI.
- **Maximum Growing-Season NDVI (red squares and red curve).** The Maximum Growing-Season NDVI is the annual maximum of the Spatial Average NDVI for each growing season from March through October. Maximum Growing-Season NDVI typically occurs during summer months. This curve shows the annual changes and long-term trends in the maximum NDVI.

NDVI maps or air photos are included on the time-series charts for spatial reference and as a visual check on the interpretations derived from the time-series charts. These air photos are for 2018, 2019, 2020, and 2021— showing the last four years using the high-resolution air photos collected for the PBHSP.

¹⁰ Each NDVI pixel is 30 x 30 meters.

¹¹ In previous annual reports these small areas were four NDVI pixels in this same general area. During WY 2020, these areas were modified to one NDVI pixel that aligned with the USBR vegetation survey to that the field vegetation survey data can better correlate with the NDVI time-series data.



- To statistically characterize long-term trends in NDVI, the Mann-Kendall statistical trend test (Mann-Kendall test) was performed on the Average Growing-Season NDVI for all defined areas over the following three periods:
- 1984 to 2021: the entire period of record
- 1984 to 2006: period prior to Peace II Agreement implementation
- 2007 to 2021: period subsequent to Peace II Agreement implementation

The Mann-Kendall test utilizes a ranking formula to statistically analyze if there is an increasing trend, decreasing trend, or no trend in the NDVI time-series. Appendix B describes the Mann-Kendall test methods and results. The final Mann-Kendall test results for the Average Growing-Season NDVI are shown on each time-series chart and are summarized in Table 3-1.

Defined Area	Figure Number	Mann Kendal Test Result ^(a)		
		Period of Record 1984 - 2021	Prior to Peace II 1984 - 2006	Post Peace II 2007 - 2021
Riparian Vegetation Extent	3-5	No Trend	No Trend	No Trend
Chino Creek Area	3-6	Increasing	Increasing	No Trend
Mill Creek Area	3-7	No Trend	Decreasing	No Trend
CC-1	3-8a	Increasing	No Trend	No Trend
CC-2	3-8b	Increasing	Increasing	Increasing
CC-3	3-8c	Increasing	Increasing	Increasing
CC-4	3-8d	Increasing	No Trend	Increasing
MC-1	3-8e	Increasing	No Trend	Increasing
MC-2	3-8f	No Trend	No Trend	Increasing
MC-3	3-8g	No Trend	No Trend	Increasing
MC-4	3-8h	Increasing	No Trend	No Trend
SAR-1	3-8i	No Trend	No Trend	Increasing
SAR-2	3-8j	No Trend	Decreasing	Increasing
SAR-3	3-8k	Increasing	No Trend	Increasing
LP	3-8l	Increasing	No Trend	No Trend

(a) See Appendix B for a description of the Mann-Kendall statistical trend test and results.

To characterize the short-term trends in NDVI, Table 3-2 summarizes the one-year change in the Average Growing-Season NDVI from 2020 to 2021 at the 15 defined areas and compares to the changes and variability in Average Growing-Season NDVI over the historical period of 1984 to 2021 at each area. During WY 2021, there were decreasing trends in the NDVI from 2020 to 2021 at most of the areas: 12 areas decreased; two areas showed no trend; and one area increased. These one-year changes in the Average



Growing-Season NDVI are within the range of long-term annual variability of the NDVI at each area, except for the LP area in the lower portion of Prado Basin.

Table 3-2. Characterization of Variability in the Average-Growing Season NDVI for Defined Areas in the Prado Basin

Defined Area	Figure Number	Historical NDVI Statistics 1984 - 2020		One-Year Change in NDVI ₁ from 2020-2021
		Average Annual Change in NDVI (Absolute Value)	Maximum One-Year Change in NDVI (Absolute Value)	
Riparian Vegetation Extent	3-5	0.03	0.10	-0.04
Chino Creek Area	3-6	0.02	0.09	-0.01
Mill Creek Area	3-7	0.07	0.57	-0.05
CC-1	3-8a	0.03	0.11	0.01
CC-2	3-8b	0.03	0.13	-0.03
CC-3	3-8c	0.03	0.13	-0.04
CC-4	3-8d	0.03	0.12	-0.04
MC-1	3-8e	0.04	0.31	-0.02
MC-2	3-8f	0.05	0.14	-0.09
MC-3	3-8g	0.03	0.12	0.00
MC-4	3-8h	0.03	0.13	0.00
SAR-1	3-8i	0.06	0.44	-0.13
SAR-2	3-8j	0.04	0.21	-0.05
SAR-3	3-8k	0.03	0.10	-0.03
LP	3-8l	0.03	0.10	-0.32

3.1.2.3 Temporal Analysis of NDVI in Prado Basin

Figure 3-5 is a time-series chart from 1984 to 2021 of the spatial average of all 19,520 NDVI pixels that are within the maximum delineated extent of the riparian habitat in the Prado Basin.¹² The intent of the time series is to characterize the trends in NDVI for the Prado Basin as a whole, which is used as a basis of comparison to the trends in the NDVI for each of the smaller defined areas shown in subsequent figures. Figure 3-5 also includes NDVI maps from, 2018, 2019, 2020, and 2021 to visually compare to the NDVI time-series.

Figure 3-5 and Tables 3-1 and 3-2 show that the Average Growing-Season NDVI varies from year-to-year by no more than 0.10 with no apparent long-term trends. The Mann-Kendall test result on the Average

¹² The extent of the riparian habitat in the Prado Basin has been relatively stable since 1999, and has been verified by inspection of the 2017, 2018, 2019, and 2020 high-resolution air photos.

Growing-Season NDVI indicates “no trend” over the 1984 to 2021 period, “no trend” over the 1984 to 2006 period, and “no trend” over the 2007 to 2021 period.

From 2020 to 2021, the Average Growing-Season NDVI decreased by 0.04. This recent one-year decrease in Average Growing-Season NDVI is within the historical range of the annual Average Growing-Season NDVI variability for the extent of the riparian vegetation.

This time-series analysis of NDVI suggests that the riparian habitat in Prado Basin, analyzed as a whole, has not experienced statistically significant declines in NDVI in the recent water year, nor during the post-Peace II Agreement period from 2007 to 2021.

3.1.2.4 Temporal Analysis of NDVI within Large Areas along Chino Creek and Mill Creek

Figure 3-6 and Figure 3-7 are time-series charts from 1984-2021 of the spatial average for NDVI pixels within large areas of riparian habitat located along the reaches of Chino Creek and Mill Creek, respectively. These charts characterize trends and changes in NDVI for these northern reaches of the riparian habitat in the Prado Basin and provide a basis for comparison to the NDVI trends and changes for each of the smaller defined areas. These figures include a series of air photos for spatial reference and as a visual check on the interpretations derived from the NDVI time-series charts. The air photos are for 2018, 2019, 2020, and 2021—showing the last four years using the high-resolution air photos collected for the PBHSP.

Chino Creek

Figure 3-6 is an NDVI time-series chart for 1984-2021 of the spatial average of all 2,134 NDVI pixels along the northern reach of Chino Creek in the Prado Basin. This reach of Chino Creek is susceptible to impacts from declining groundwater levels associated with Peace II implementation.

Figure 3-6 and Tables 3-1 and 3-2 show that over the period of record, the Average Growing-Season NDVI varied from year-to-year by no more than 0.09 with no long-term declining trends. The Mann-Kendall test result on the Average Growing-Season NDVI indicates an “increasing trend” over the 1984 to 2021 period, an “increasing trend” over the 1984 to 2006 period, and “no trend” over the 2007 to 2021 period.

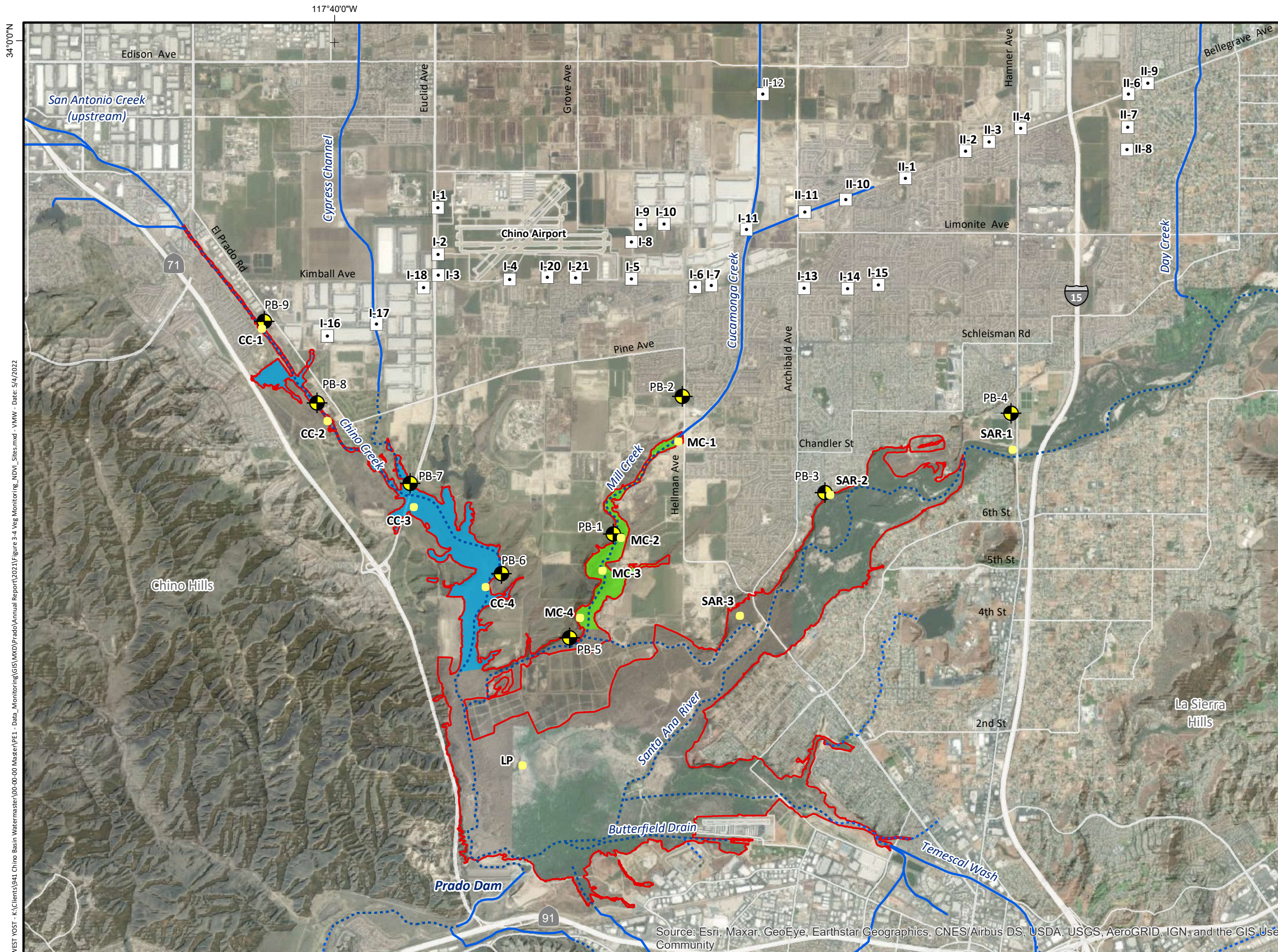
From 2020 to 2021, the Average Growing-Season NDVI decreased by 0.01, which is within the historical range of variability for the annual Average Growing-Season NDVI. Visual inspection of the 2020 and 2021 air photos show a slight decrease in greenness along the southern portion of Chino Creek.

Mill Creek









Figure 3-7 is a NDVI time-series chart for 1984-2021 of the spatial average of all 759 NDVI pixels along the northern reach of Mill Creek in the Prado Basin. This reach of Mill Creek is susceptible to impacts from declining groundwater levels associated with Peace II implementation.

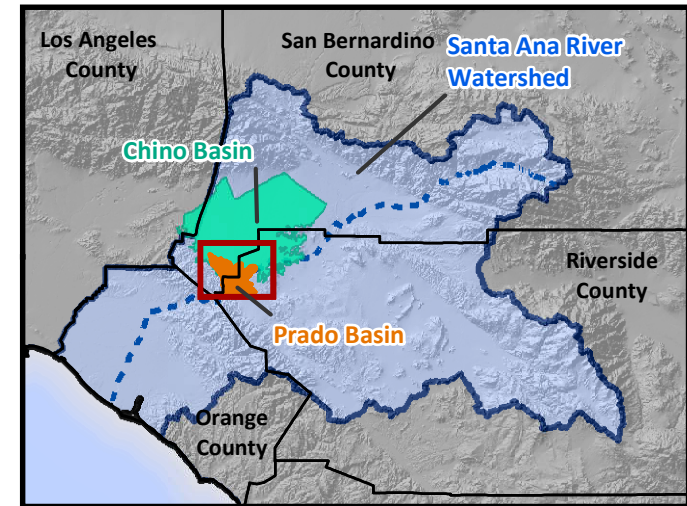
Figure 3-7 and Tables 3-1 and 3-2 show that over the period of record, the Average Growing-Season NDVI varied from year-to-year by no more than 0.57. The Mann-Kendall test result on the Average Growing-Season NDVI indicates “no trend” over the 1984 to 2021 period, “decreasing trend” over the 1984 to 2006 period, and “no trend” over the 2007 to 2021 period.

From 2020 to 2021, the Average Growing-Season NDVI decreased by 0.05, which is within the historical range of variability for the annual Average Growing-Season NDVI. Visual inspection of the 2020 and 2021 air photos show a slight decrease in greenness within the central portion of Mill Creek.

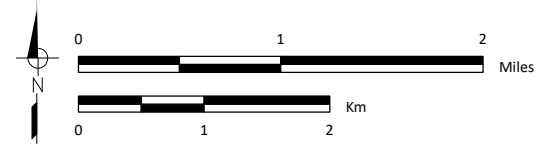


Defined Area Analyzed for NDVI Temporally in Time-Series Chart

-  6.8 square-mile area (19,520 pixels) Riparian Vegetation Extent (Figure 3-5)
-  0.74 square-mile area (2,134 NDVI pixels) in Chino Creek (Figure 3-6)
-  0.26 square-mile area (759 NDVI pixels) in Mill Creek (Figure 3-7)
-  30 x 30-meter area (one NDVI pixel) (Figures 3-8a through 3-8i)
-  PBHSP Monitoring Well Site
-  Chino Basin Desalter Well
-  Concrete-Lined Channels
-  Unlined Rivers and Streams



WEST YOST - K:\Clients\941 Chino Basin Watermaster\00-00-00 Master\PE1 - Data_Monitoring\GIS\MXD\Prado\Annual Report\2021\Figure 3-4_Veg Monitoring_NDVI_Sites.mxd - VVVV - Date: 5/4/2022

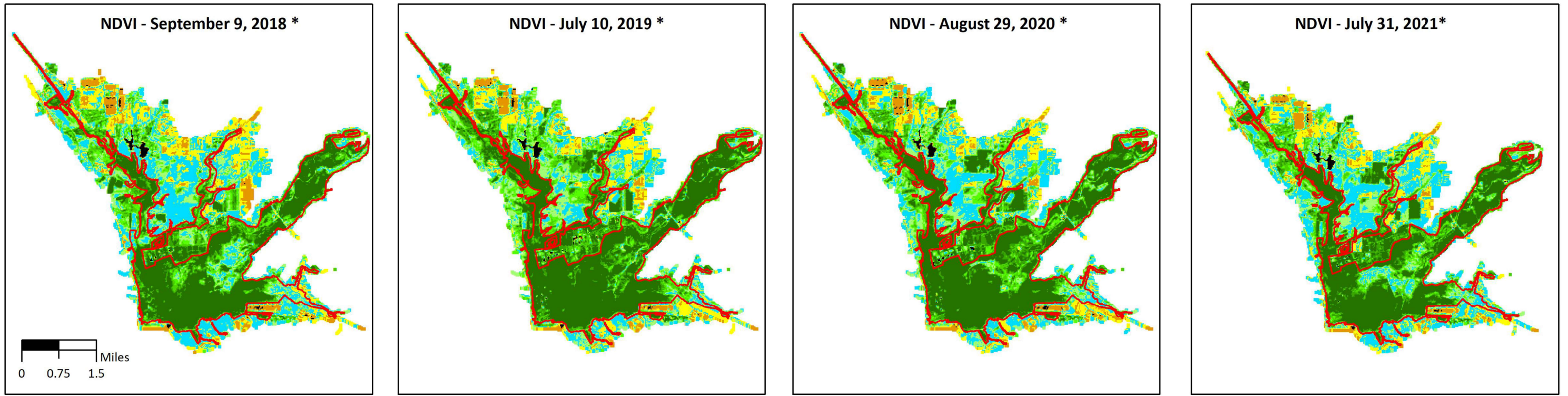


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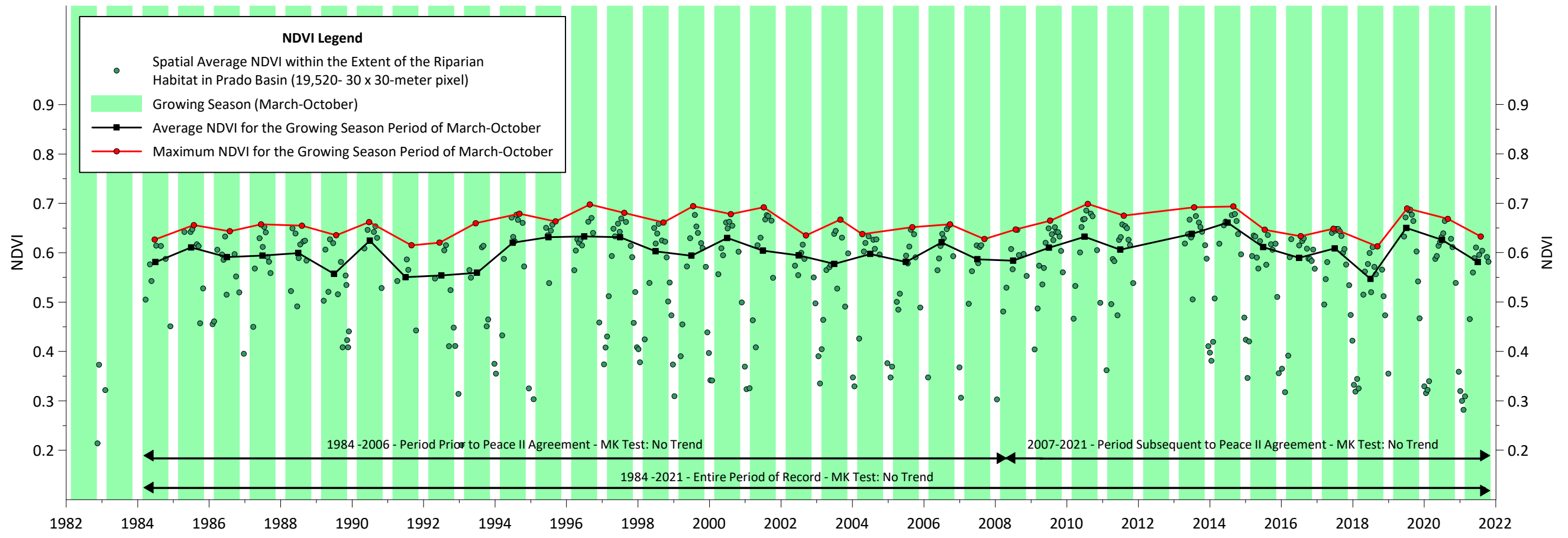
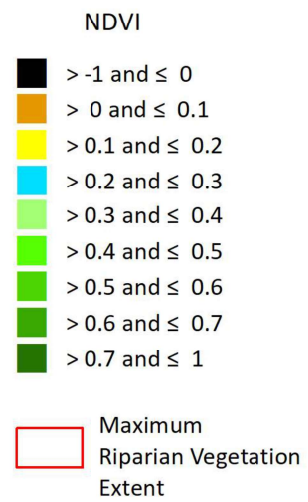
Areas for Analysis of NDVI Time Series

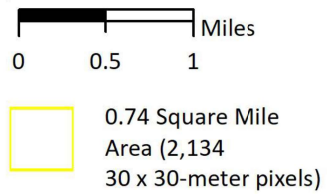
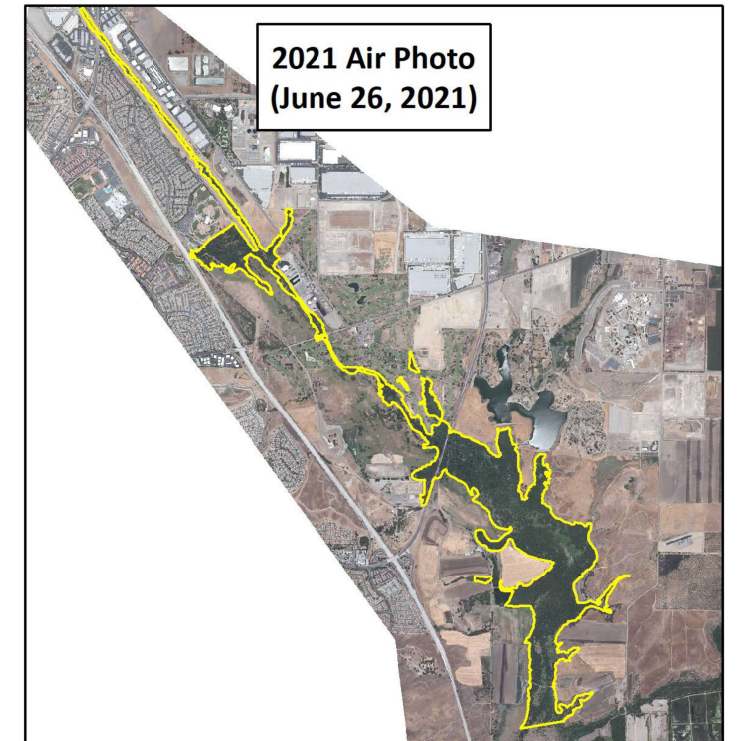
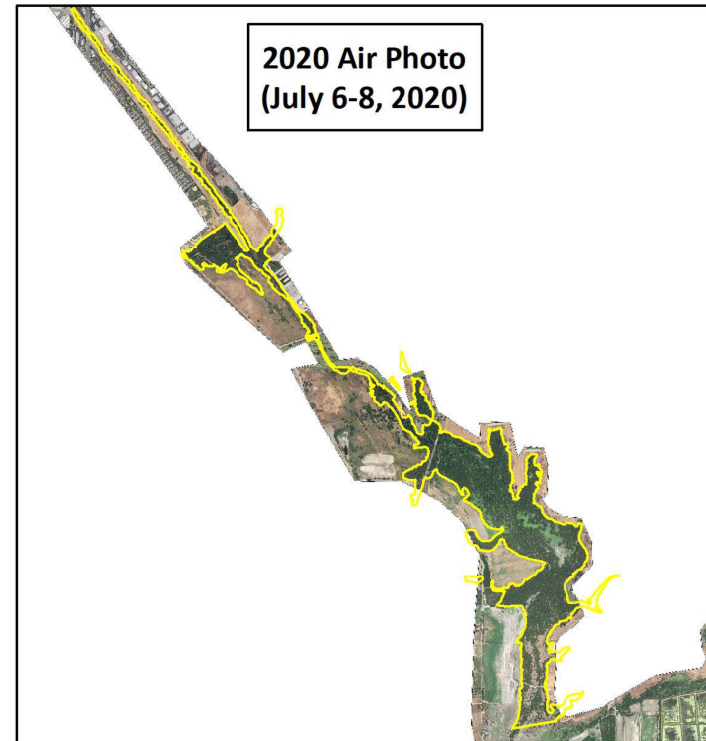
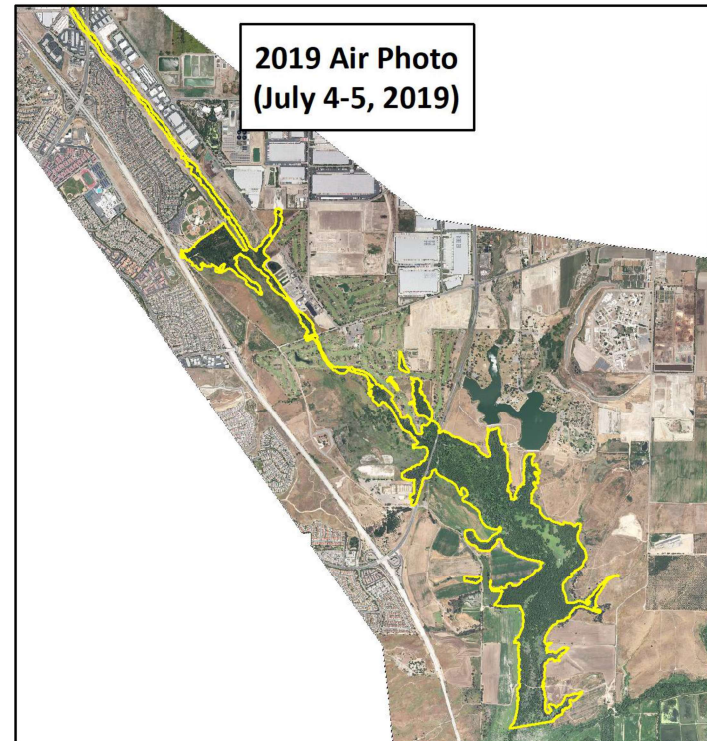
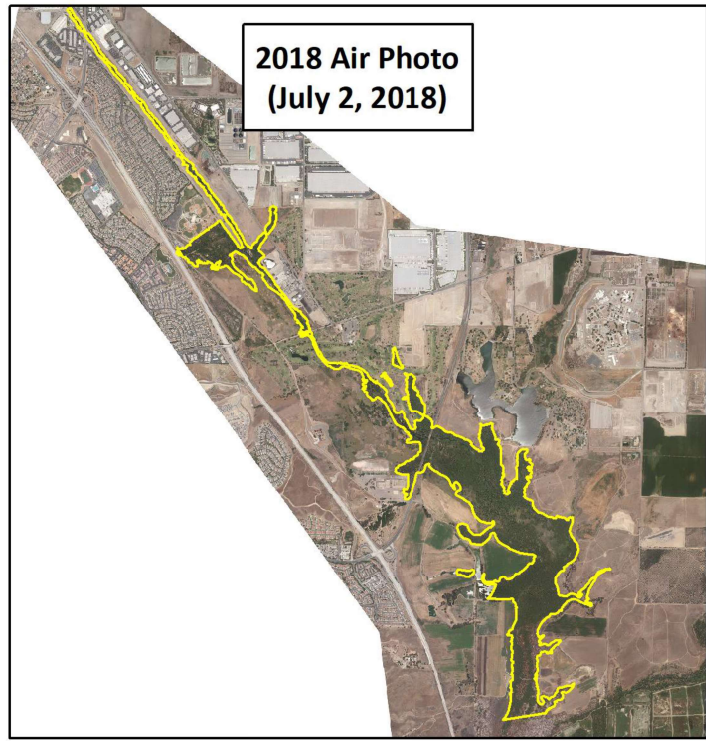
Figure 3-4



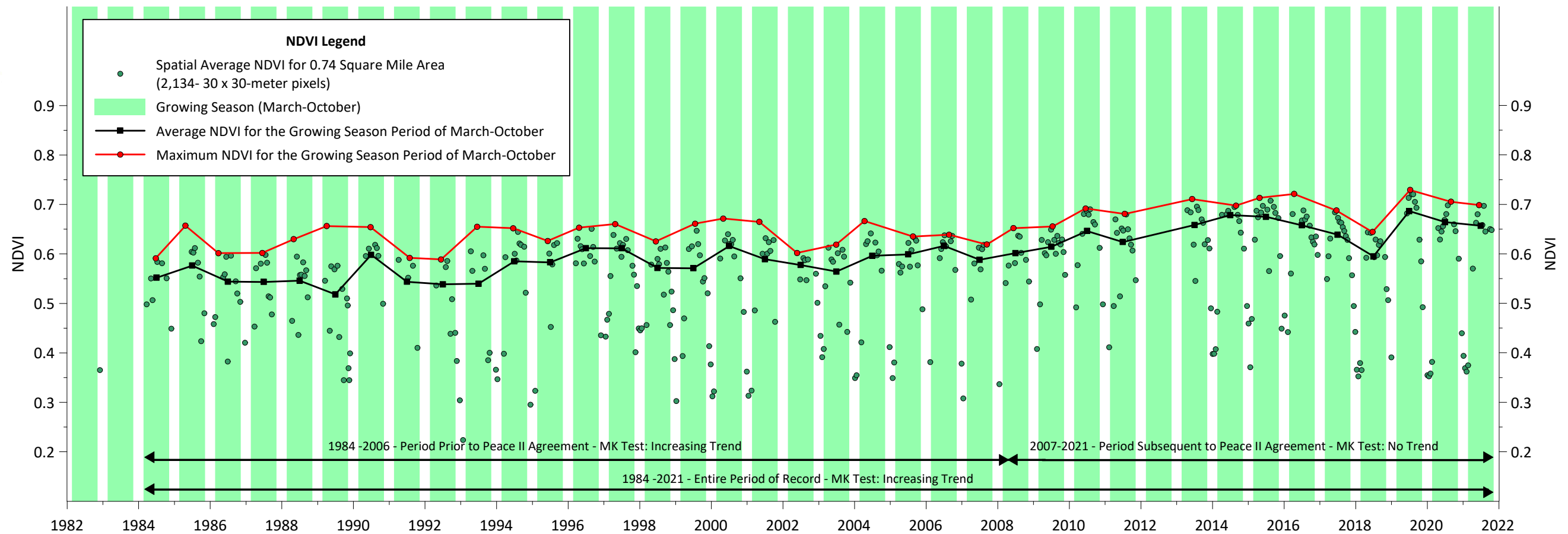
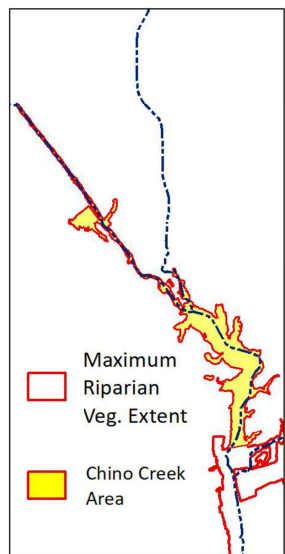
* Maximum Growing-Season NDVI

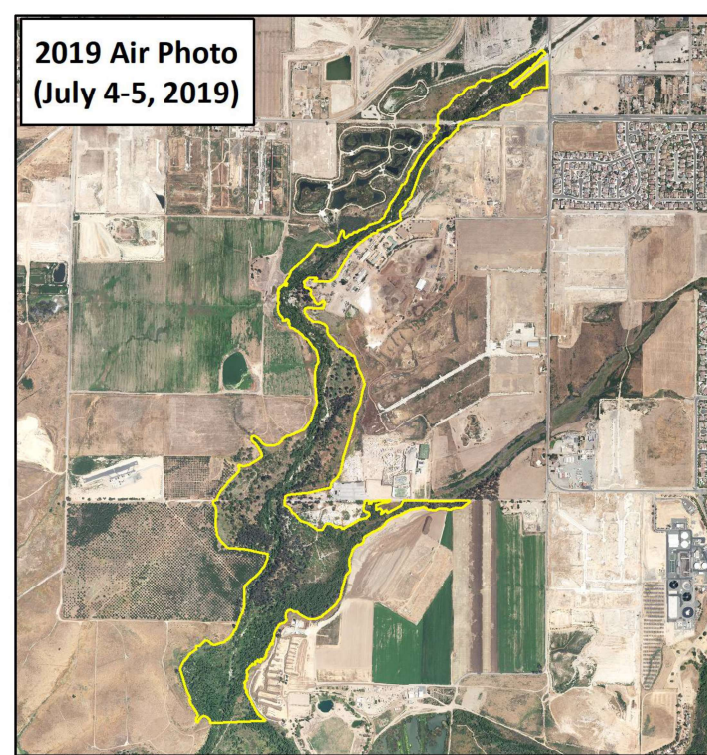
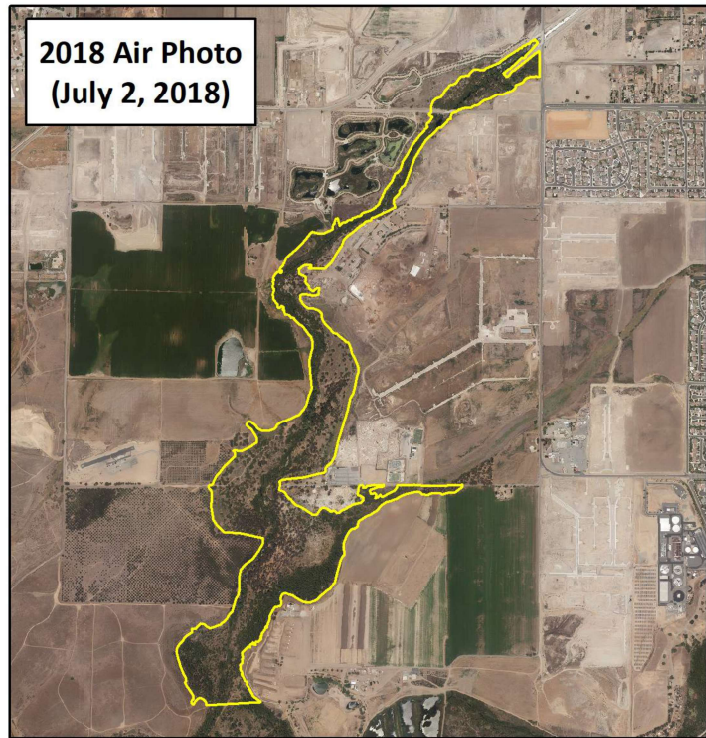
Map Legend:





Location of Chino Creek Area

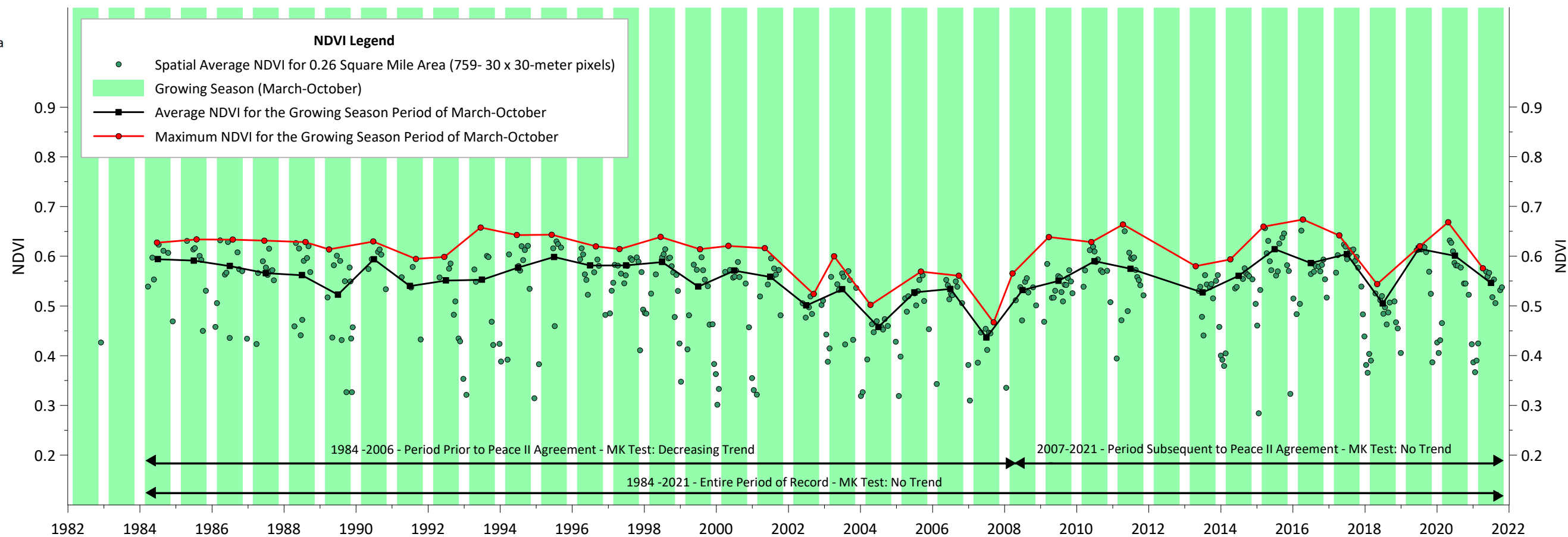
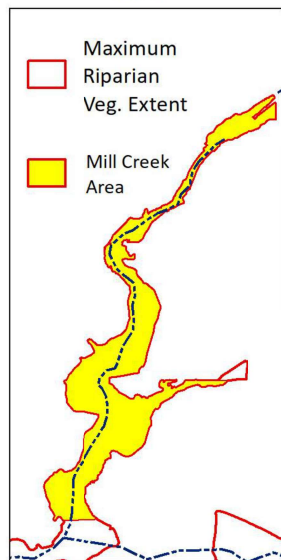




0 0.425 0.85 Miles

0.26 Square Mile Area (759 30 x 30-meter pixels)

Location of Mill Creek Area



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WEST YOST - K:\Clients\941 Chino Basin Watermaster\00-00-00 Master\PE1 - Data_Monitoring\GRAPHER\GRF\Prado\AnnualR\Figure 3-7_NDVI_Mill Creek.grf - lhedley - 5/3/2022

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2021 Annual Report



Time Series of NDVI and Air Photos
Along Mill Creek Area for 1984 to 2021

Figure 3-7



3.1.2.4.1 Temporal Analysis of NDVI within Small Areas along Chino Creek, Mill Creek, and the Santa Ana River

Figures 3-8a through 3-8l are time-series charts of the NDVI for one NDVI pixel for small defined areas located along Chino Creek, Mill Creek, and the SAR near the PBHSP monitoring wells from 1984 to 2021. The areas are located near a PBHSP monitoring well to facilitate the comparison of changes in groundwater levels versus changes in the riparian habitat. These small areas also align with a location of a 10-meter radius plot where vegetation surveys are conducted by the USBR every three years so that the field measurements from the surveys can be compared to the NDVI.

The purpose of these charts is to characterize long-term trends and short-term changes in NDVI for smaller areas primarily located along the northern stream reaches of the Prado Basin riparian habitat—areas that are most susceptible to potential impacts from declining groundwater levels associated with Peace II implementation, and provide a basis for comparison to the NDVI trends and changes for each of the larger defined areas. Each figure includes a series of air photos for spatial reference and as a visual check on the interpretations derived from the NDVI time-series charts. The air photos are for 2018, 2019, 2020, and 2021—showing the last four years using the high-resolution air photos collected for the PBHSP.

Chino Creek (Figures 3-8a to 3-8d). Four vegetated areas were analyzed along Chino Creek: CC-1, CC-2, CC-3, and CC-4 (see Figure 3-4 for locations). These figures, and Tables 3-1 and 3-2, show that over the period of record the Average Growing-Season NDVI varied from year-to-year by up to 0.13 with no long-term declining trends. For all four areas, the Mann-Kendall test result on the Average Growing-Season NDVI indicates an “increasing trend” over the 1984 to 2021 period, “no trend” or “increasing trend” over the 1984 to 2006 period, and “no trend” or “increasing trend” over the 2007 to 2021 period.

For these four areas along Chino Creek, the Average Growing-Season NDVI from 2020 to 2021 decreased for three of the areas (CC-2, CC-3, CC-4) and increased for one of the areas (CC-1). At all of the areas, these one-year changes in the Average Growing-Season NDVI are relatively minor and within the historical ranges of one-year NDVI variability (see Table 3-2). Visual inspection of the 2020 and 2021 air photos do not show significant changes in the riparian vegetation at these four areas.

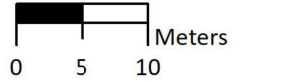
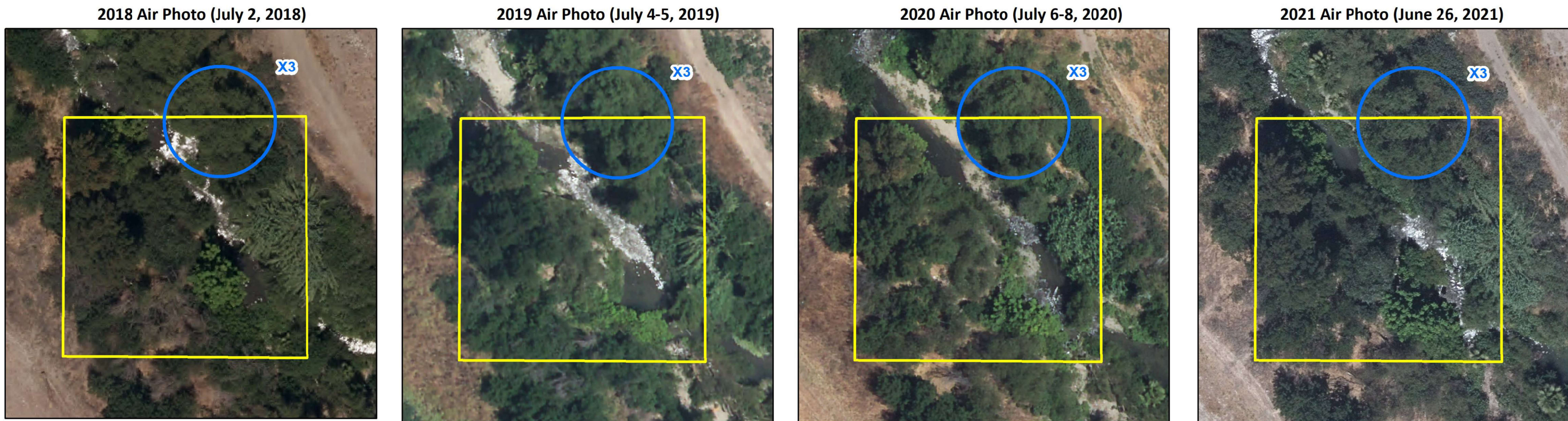
Mill Creek (Figures 3-8e to 3-8h). Four vegetated areas were analyzed along Mill Creek just south of the CDA well field: MC-1, MC-2, MC-3, and MC-4 (see Figure 3-4 for locations). These figures, and Tables 3-1 and 3-2, show that over the period of record the Average Growing-Season NDVI varied year-to-year by up to 0.31 with no long-term declining trends. For all four areas, the Mann-Kendall test result on the Average Growing-Season NDVI indicates an “increasing trend” or “no trend” for the 1984 to 2021 period, “no trend” for the 1984 to 2006 period, and “increasing trend” or “no trend” for the 2007 to 2021 period.

For these four areas along Mill Creek, the Average Growing-Season NDVI from 2020 to 2021: decreased for two of the areas (MC-1, MC-2), and did not change for two of the areas (MC-3, MC-4). At all of the areas these recent changes in the Average Growing-Season NDVI are within their historical ranges of the one-year NDVI variability. Visual inspection of the 2020 and 2021 air photos for the MC-2 area, where NDVI decreased from 2020 to 2021, shows a noticeable decrease in green vegetated areas. In contrast, the 2020 to 2021 air photos show an increase in green vegetated areas at the MC-3 area, where NDVI did not change over this period, and the increase is following a decrease observed in the air photos from 2019 to 2020 (noted in the previous WY 2020 Annual Report, West Yost, 2021).

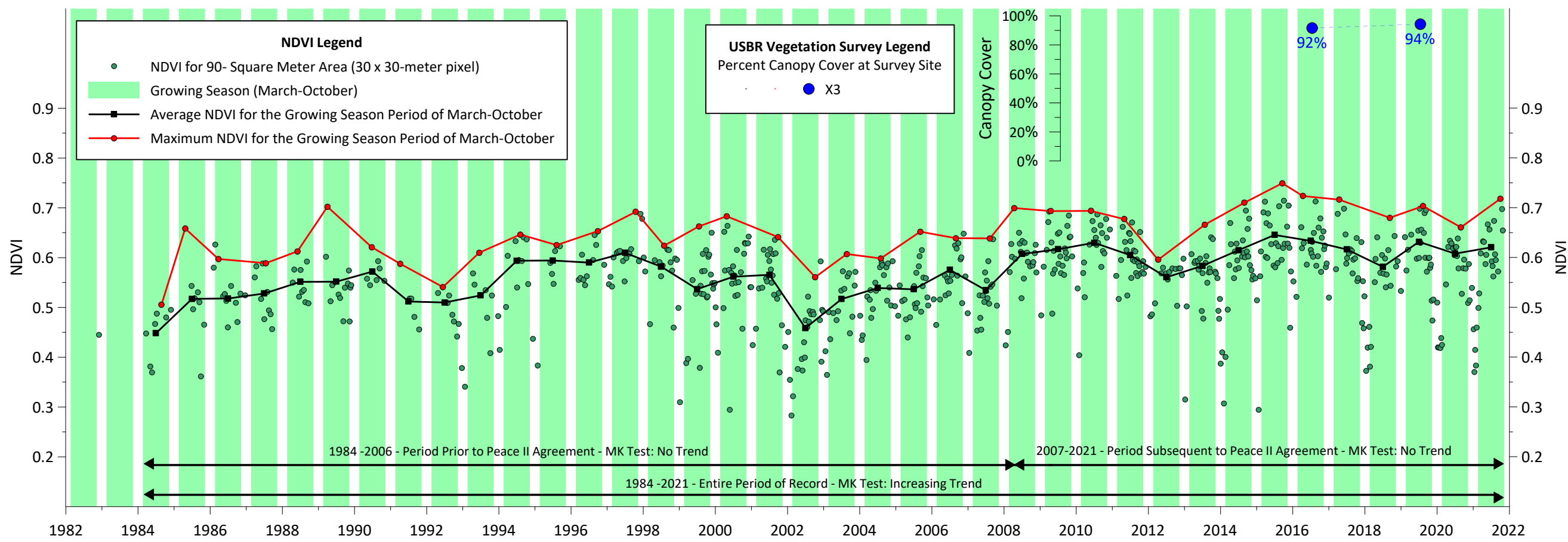
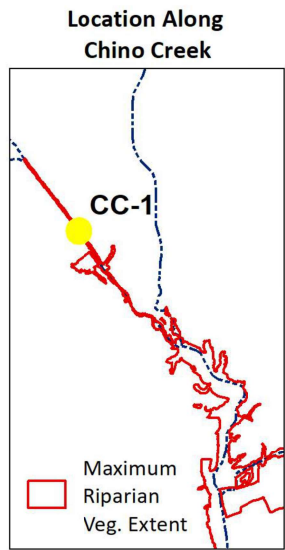


Santa Ana River (Figures 3-8i to 3-8l). Four vegetated areas were analyzed along the floodplain of the SAR: SAR-1, SAR-2, SAR-3, and LP (see Figure 3-4 for locations). These figures, and Tables 3-1 and 3-2, show that over the period of record the Average Growing-Season NDVI varied by up to 0.44 from year-to-year. For all four areas, the Mann-Kendall test result on the Average Growing-Season NDVI indicates an “increasing trend” or “no trend” for the 1984 to 2021 period, “no trend” or “decreasing trend” for the 1984 to 2006 period, and an “increasing trend” or “no trend” for the 2007 to 2021 period.

At all four areas along the SAR, the Average Growing-Season NDVI from 2020 to 2021 decreased. At three of the areas, these one-year increases in the Average Growing-Season NDVI are relatively minor and within the historical ranges of one-year NDVI variability (see Table 3-2). At the LP area the Average Growing-Season NDVI decreased by 0.32 which is the maximum decrease observed historically. Visual inspection of the 2020 and 2021 air photos for both the SAR-1 and LP areas, where NDVI decreased, show a significant change in the riparian vegetation in 2021: the eastern edge of the vegetation at SAR-1 has been removed to create construction easements for expansion of the Hamner bridge over the SAR; and the LP area has significantly less green vegetation and was part of the 2020 wildfire in the lower Prado Basin (see section 3.6.1 of this report).



- CC-1 Area for NDVI Analysis 30x30 meter pixel
- Vegetation Survey Plot Location 10-meter radius

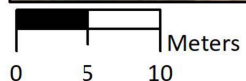
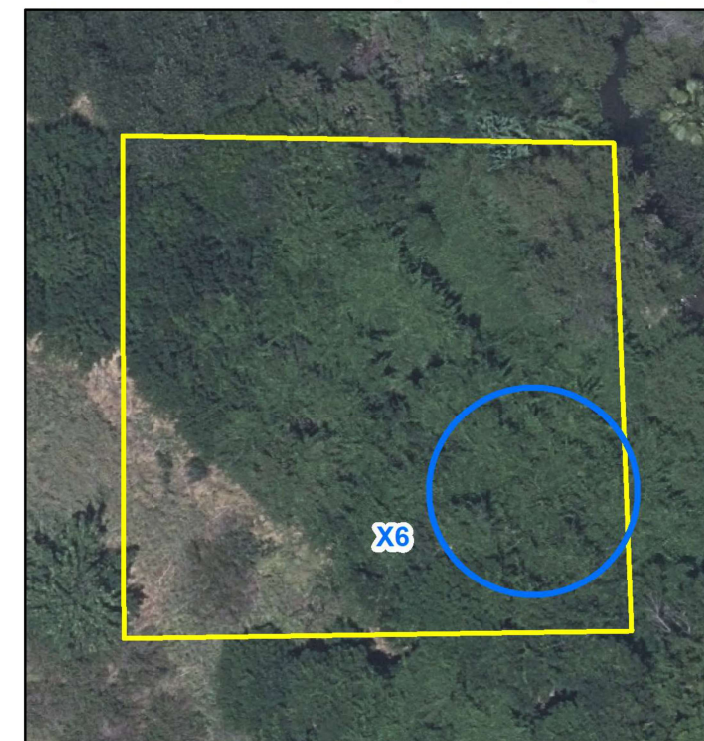


2018 Air Photo (July 2, 2018)

2019 Air Photo (July 4-5, 2019)

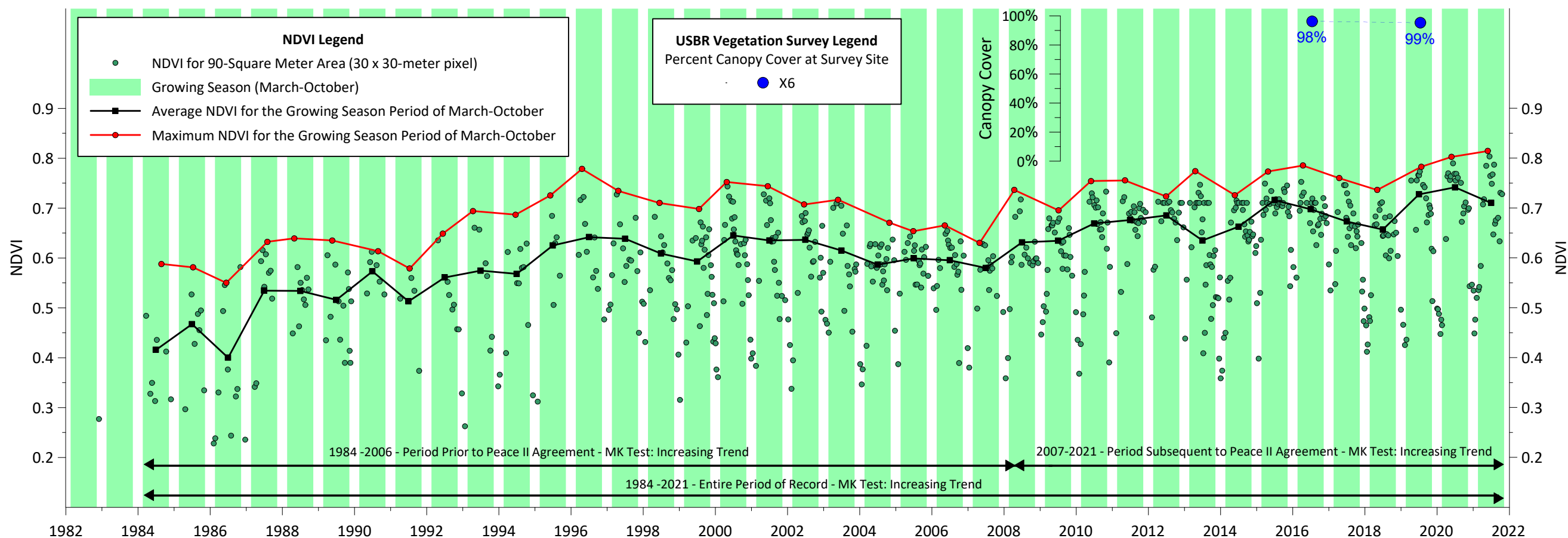
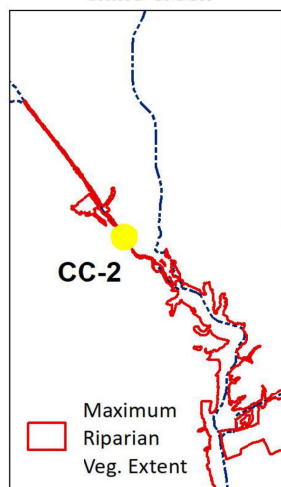
2020 Air Photo (July 6-8, 2020)

2021 Air Photo (June 26, 2021)



- CC-2 Area for NDVI Analysis 30x30 meter pixel
- Vegetation Survey Plot Location 10-meter radius

Location Along Chino Creek



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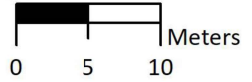
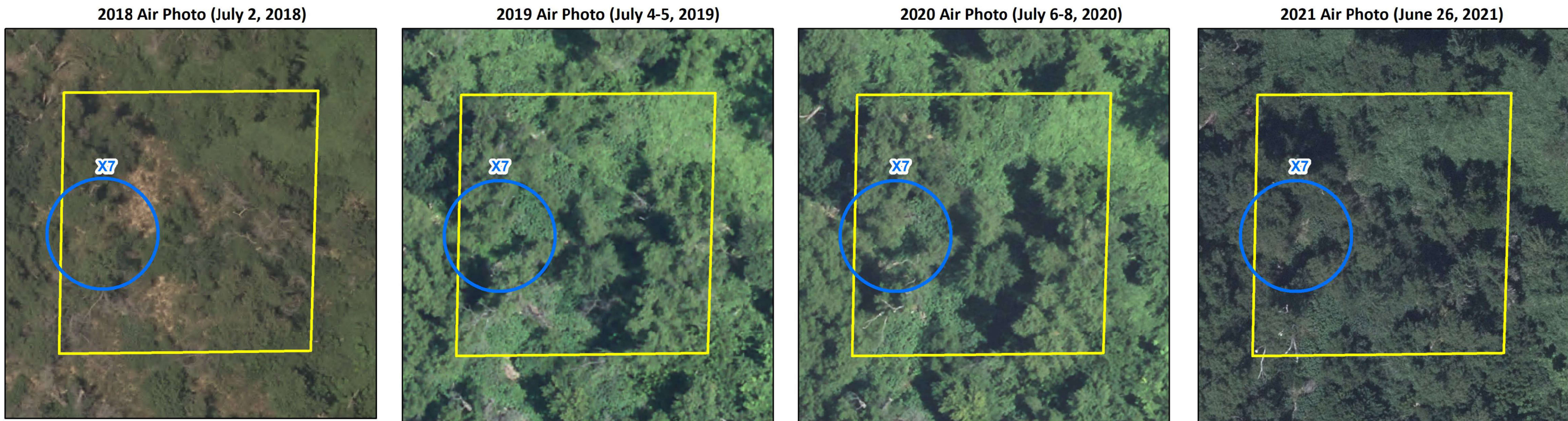
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2021 Annual Report

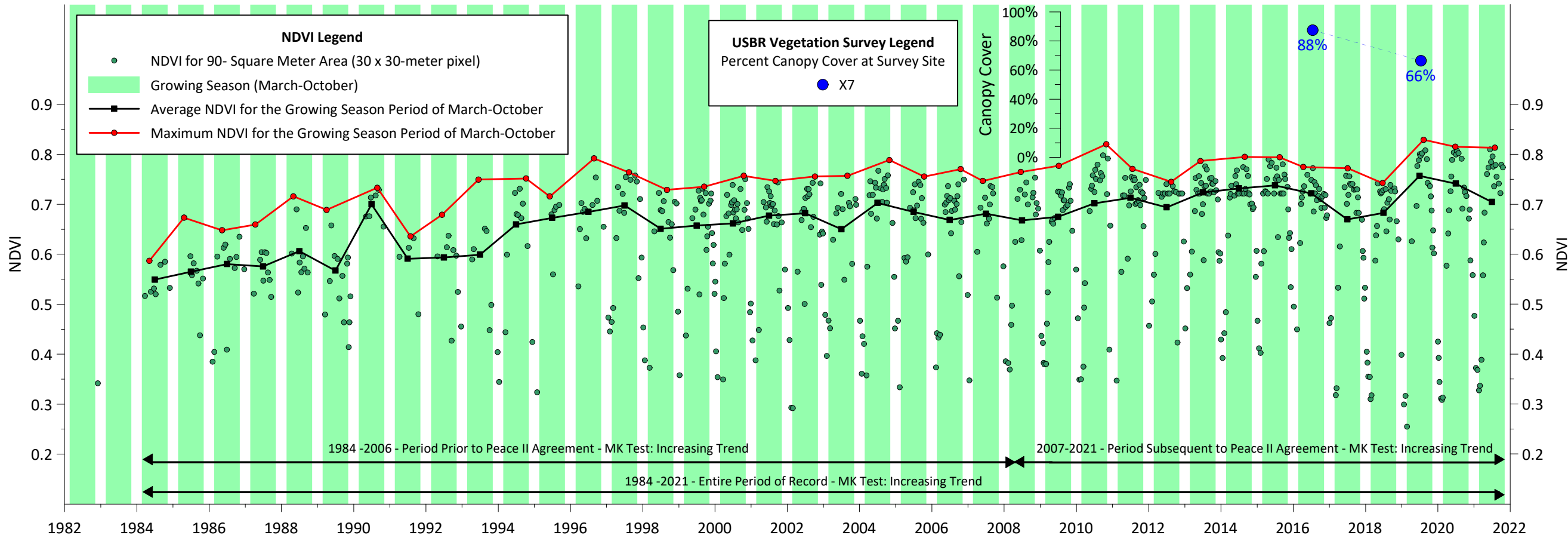
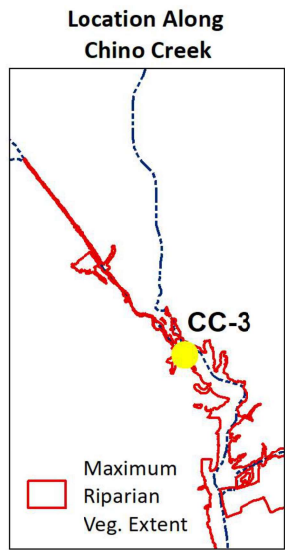


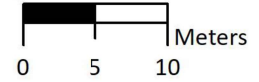
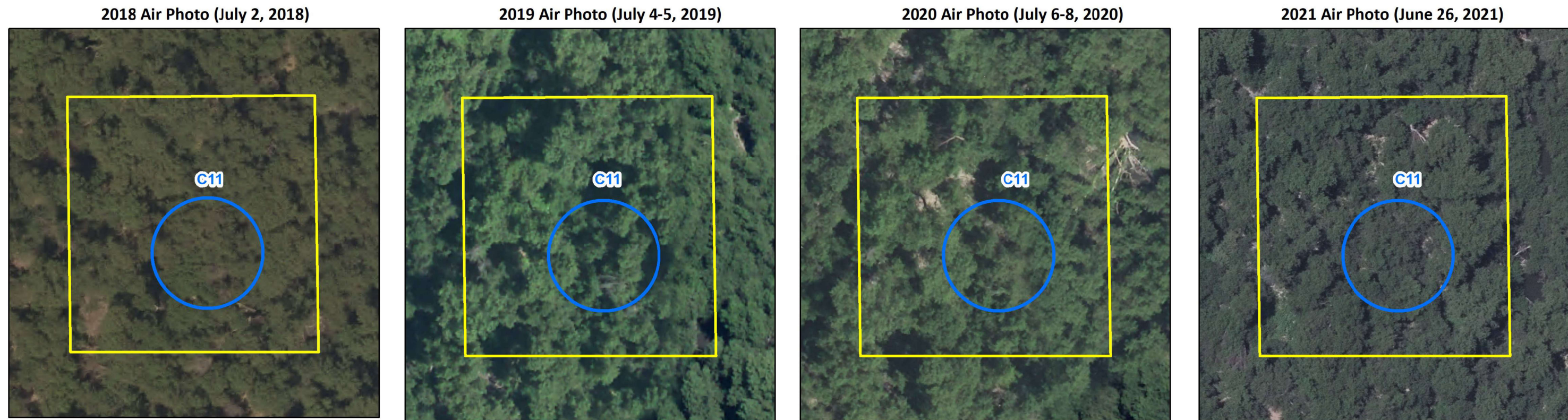
Time Series of NDVI and Air Photos
CC-2 Area for 1984 to 2021

Figure 3-8b

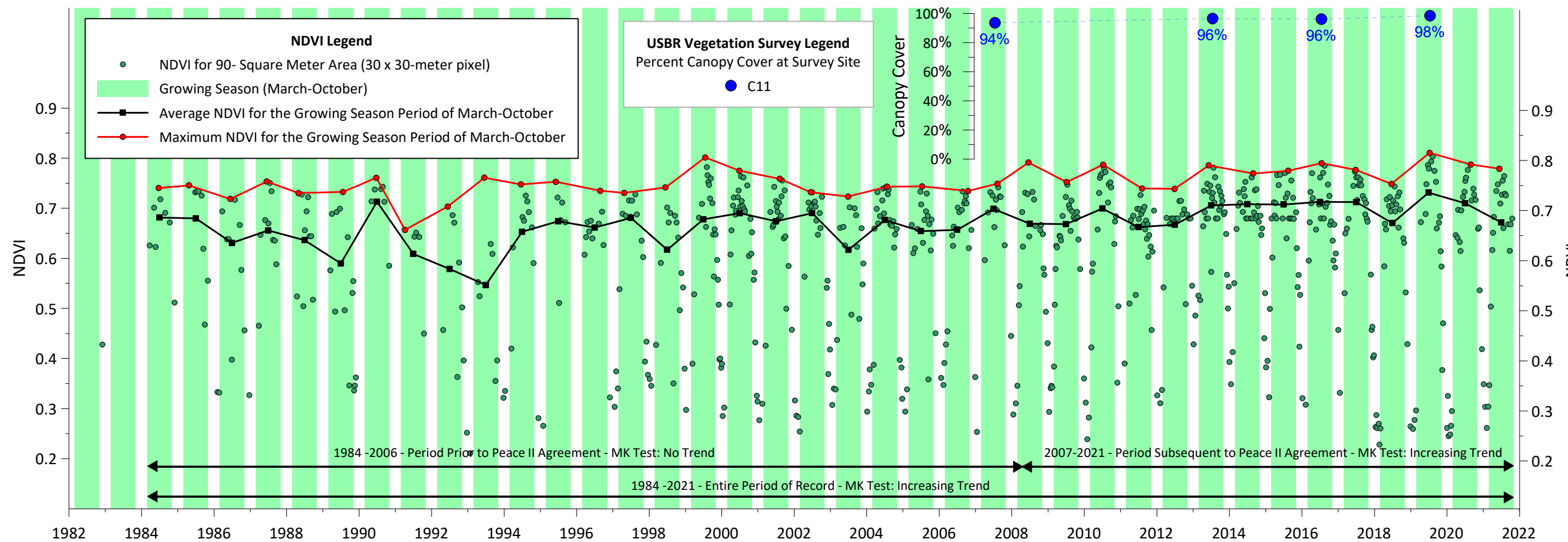
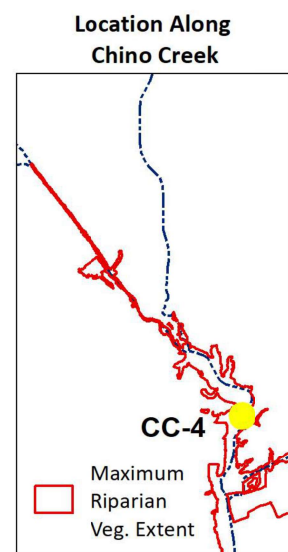


- CC-3 Area for NDVI Analysis 30x30 meter pixel
- Vegetation Survey Plot Location 10-meter radius





- CC-4 Area for NDVI Analysis 30x30 meter pixel
- Vegetation Survey Plot Location 10-meter radius

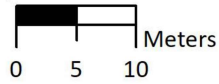
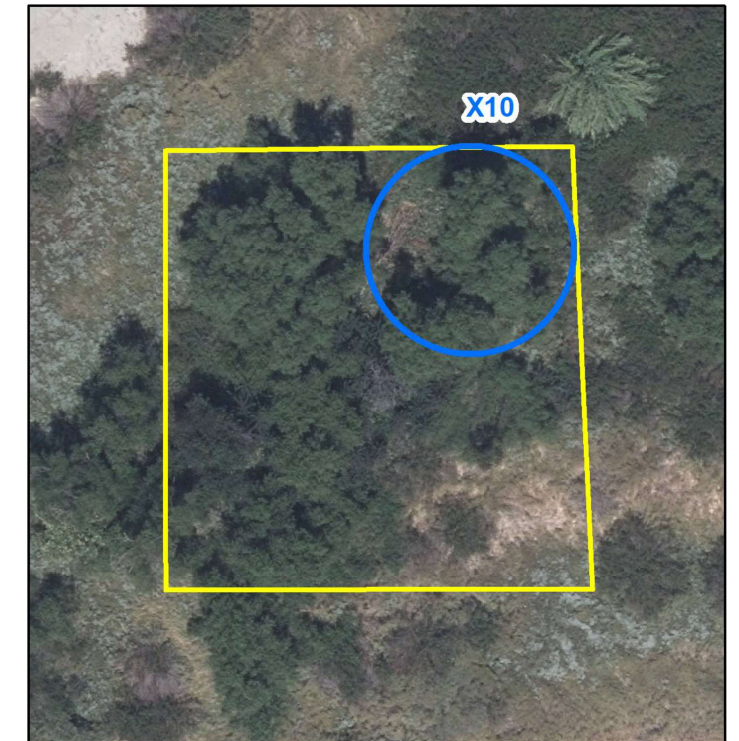


2018 Air Photo (July 2, 2018)

2019 Air Photo (July 4-5, 2019)

2020 Air Photo (July 6-8, 2020)

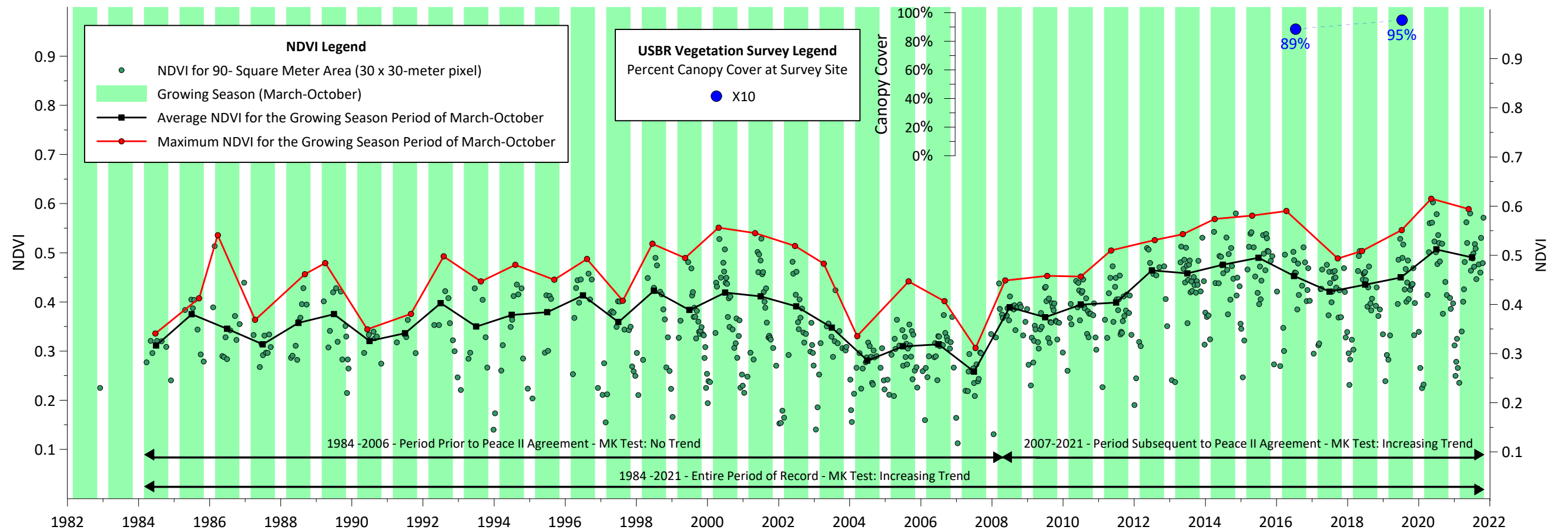
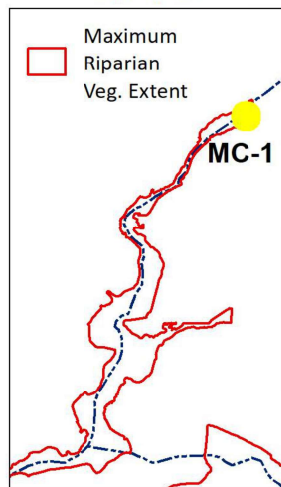
2021 Air Photo (June 26, 2021)



MC-1 Area for NDVI Analysis 30x30 meter pixel

Vegetation Survey Plot Location 10-meter radius

Location Along Mill Creek



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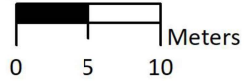
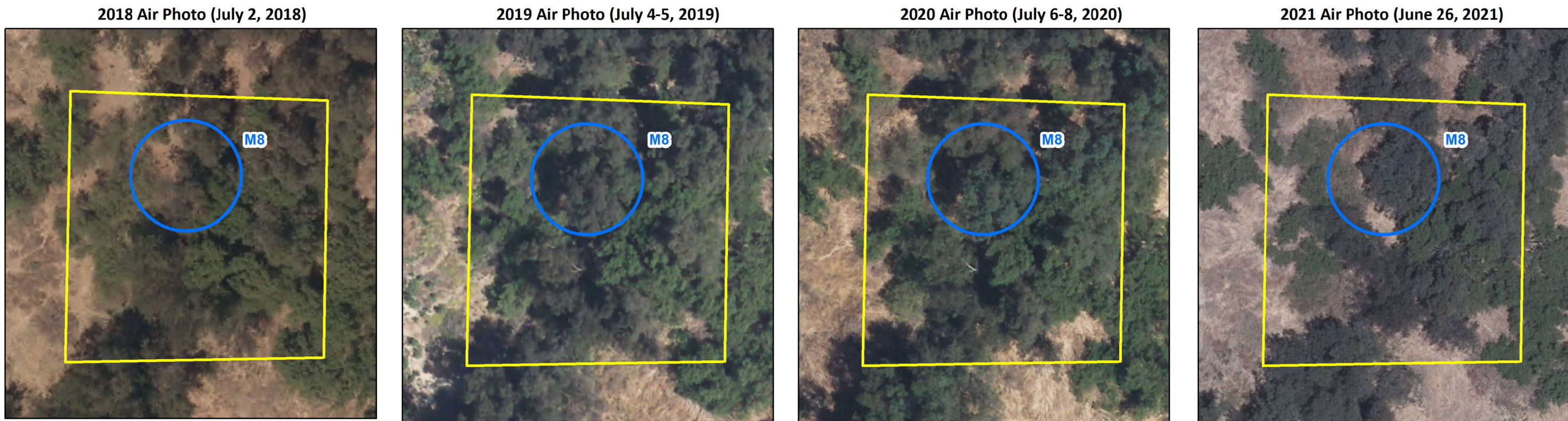
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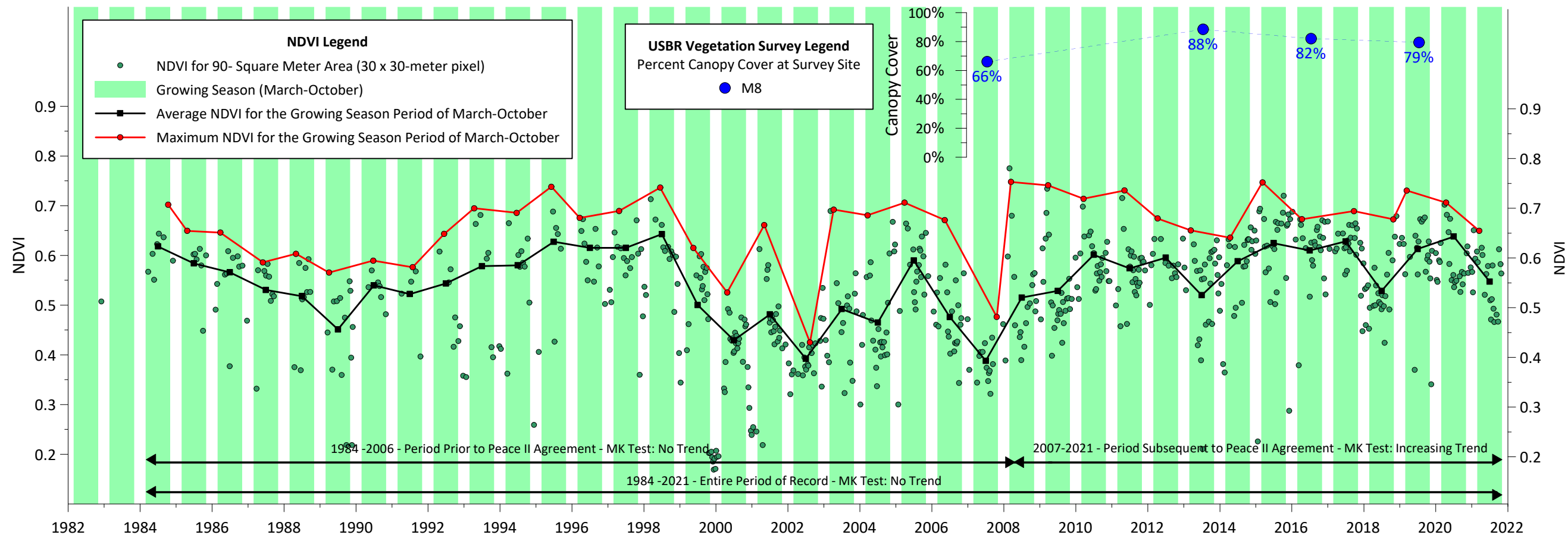
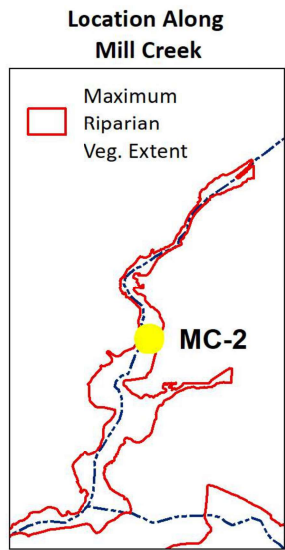


Time Series of NDVI and Air Photos
MC-1 Area for 1984 to 2021

Figure 3-8e



- MC-2 Area for NDVI Analysis 30x30 meter pixel
- Vegetation Survey Plot Location 10-meter radius

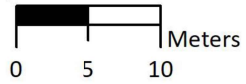
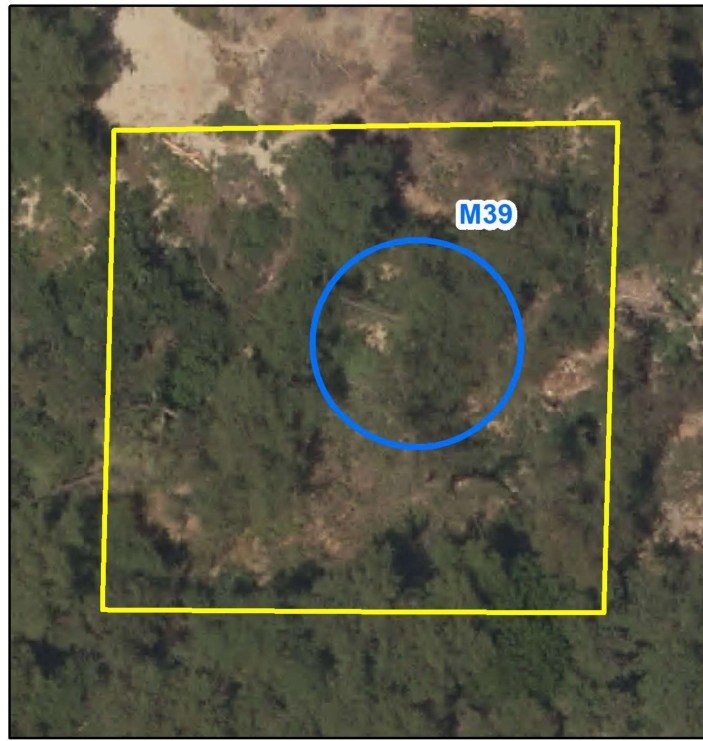


2018 Air Photo (July 2, 2018)

2019 Air Photo (July 4-5, 2019)

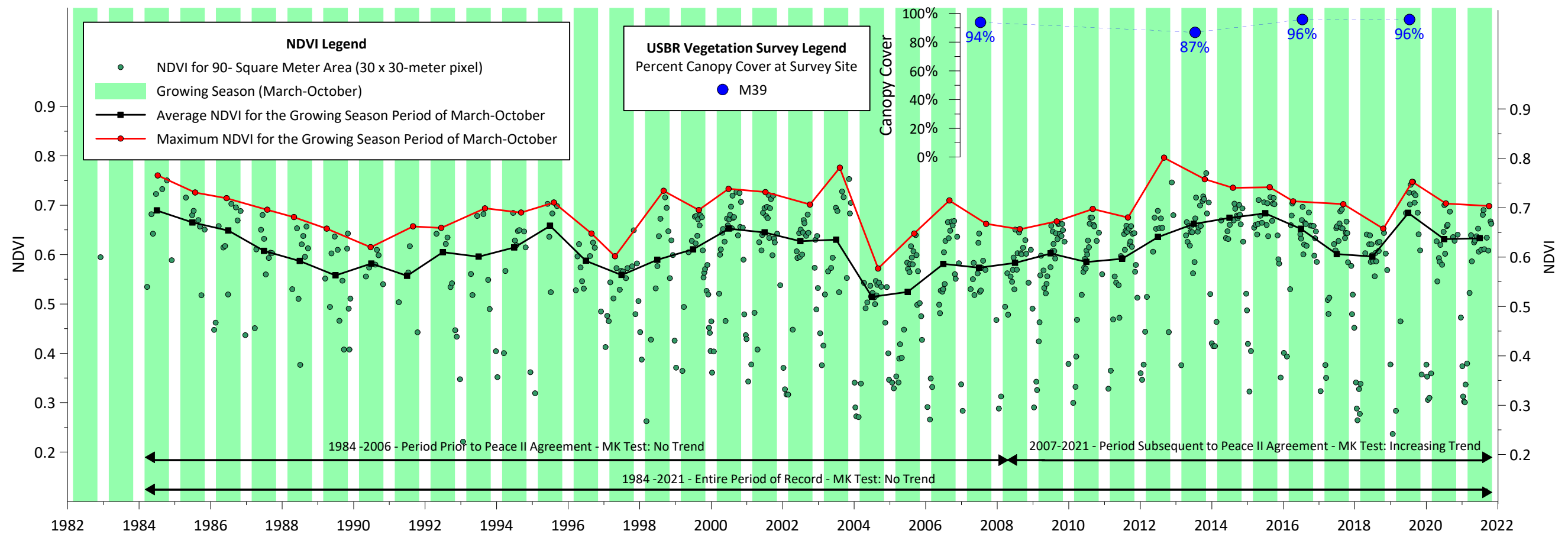
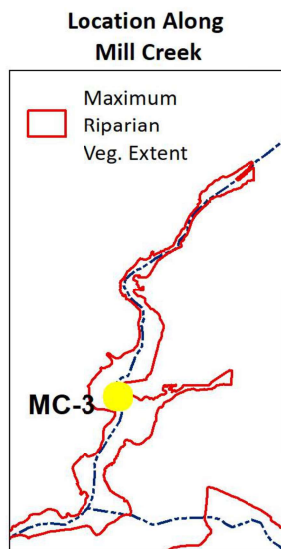
2020 Air Photo (July 6-8, 2020)

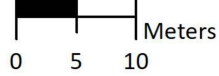
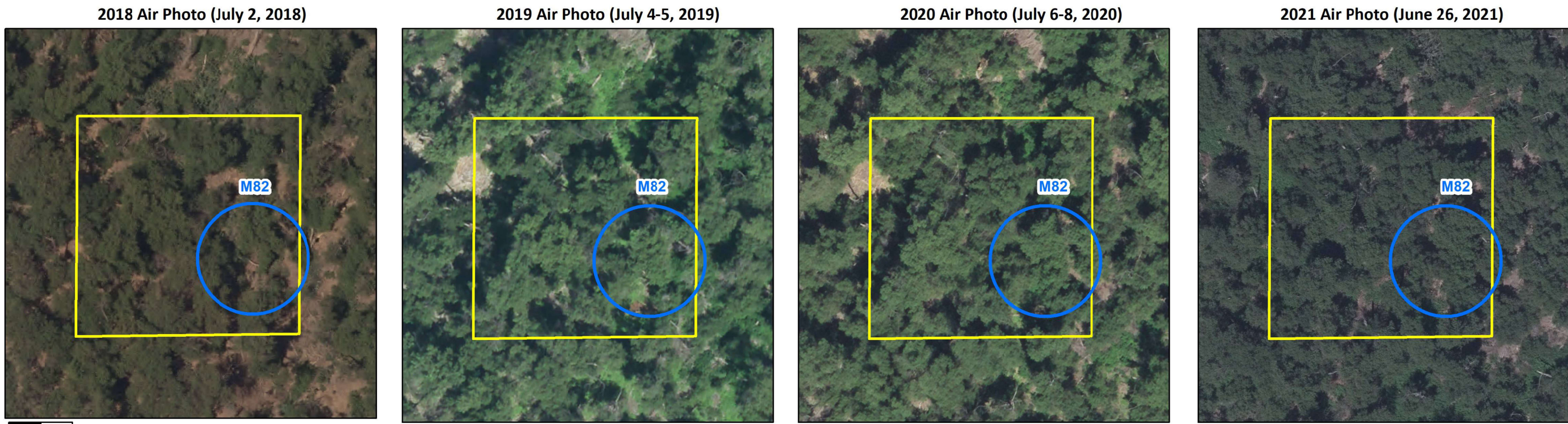
2021 Air Photo (June 26, 2021)



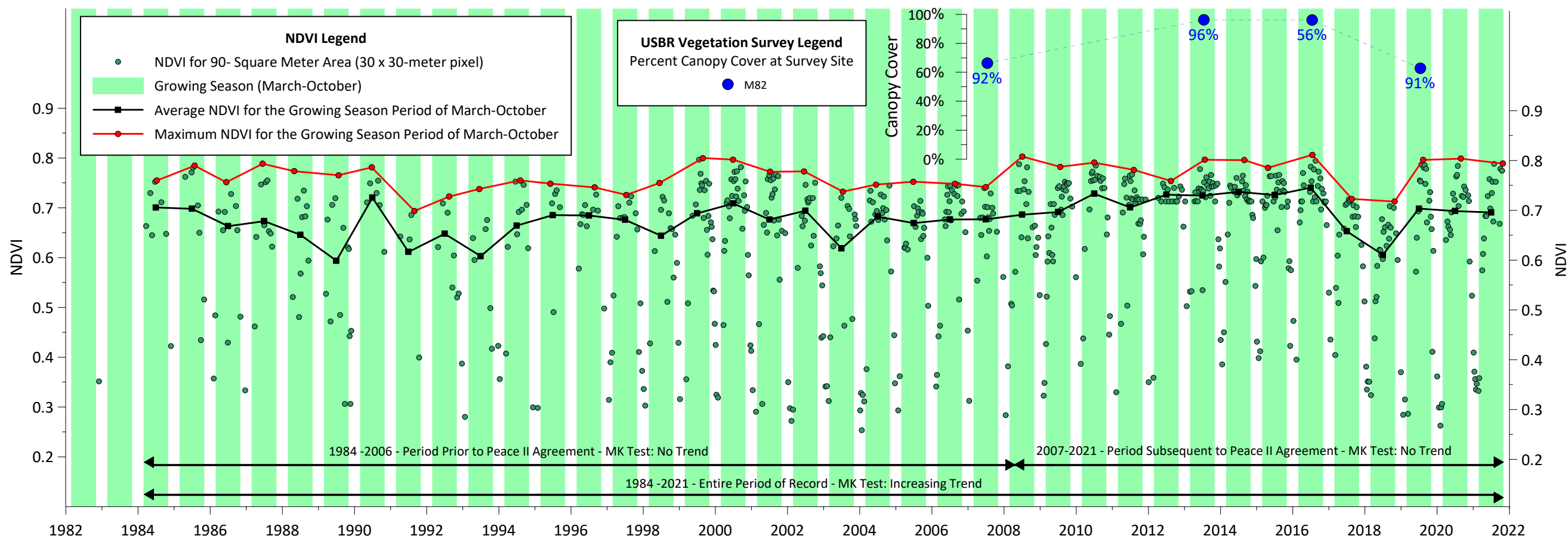
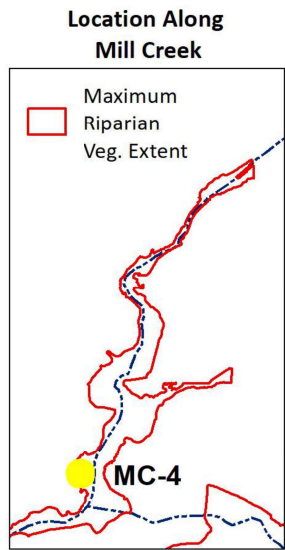
MC-3 Area for NDVI Analysis
30x30 meter pixel

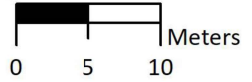
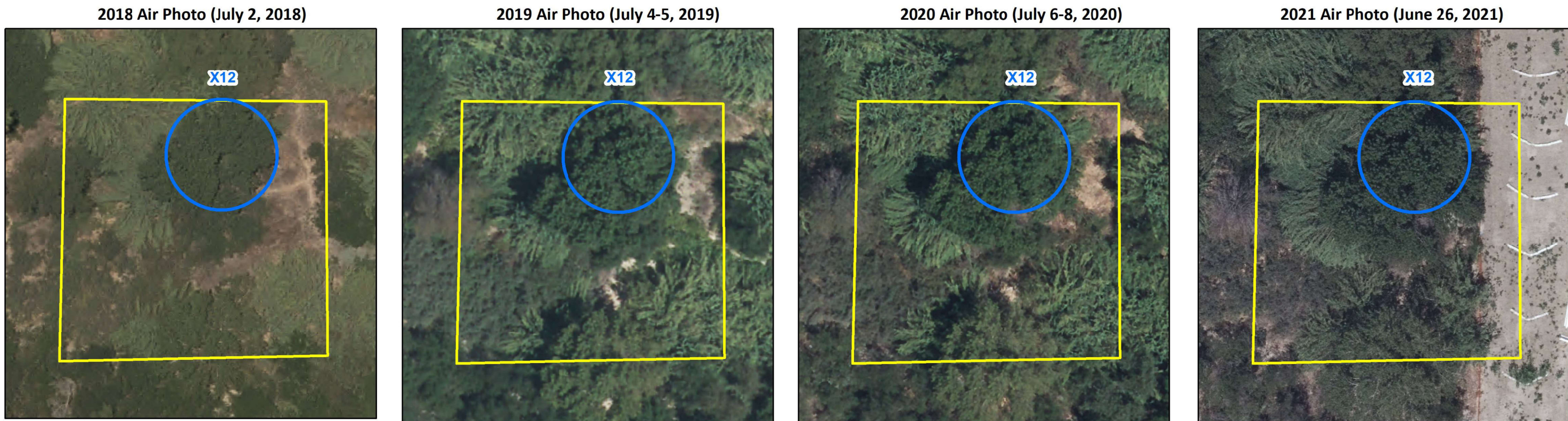
Vegetation Survey Plot Location
10-meter radius



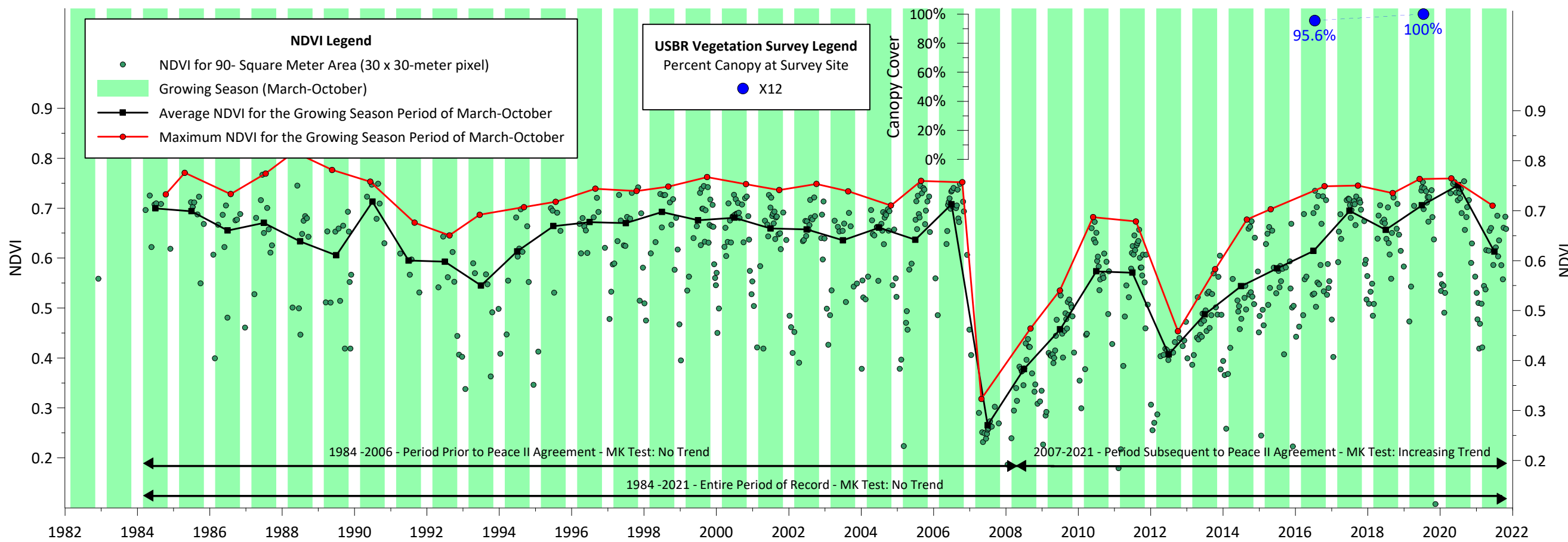
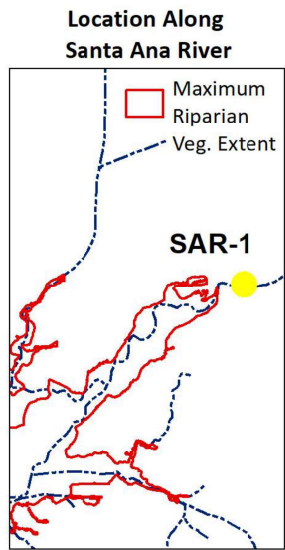


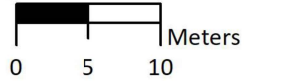
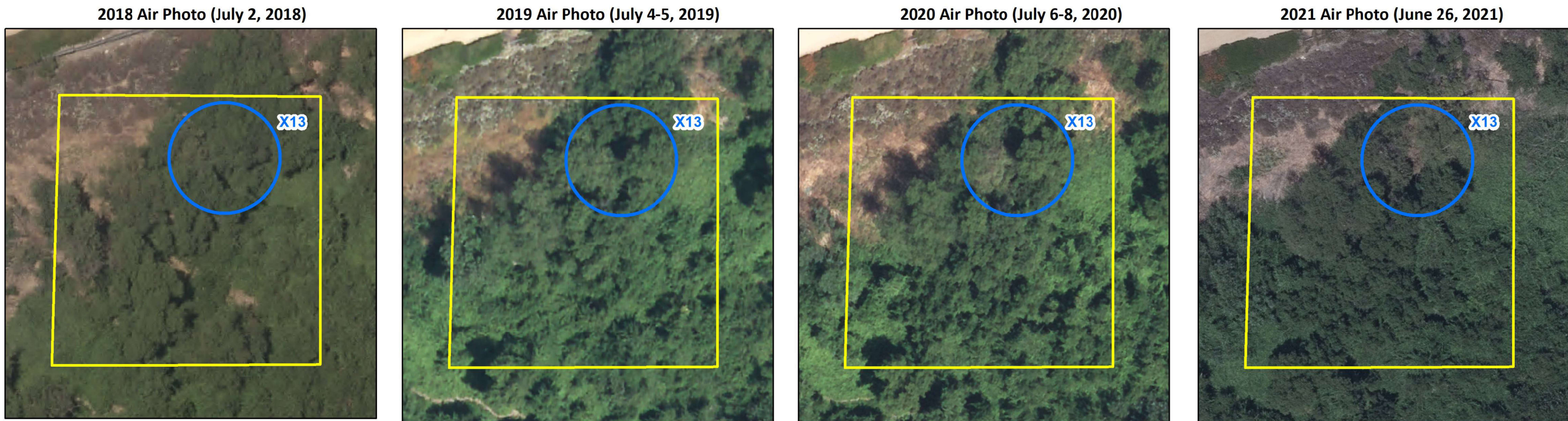
- MC-4 Area for NDVI Analysis 30x30 meter pixel
- Vegetation Survey Plot Location 10-meter radius



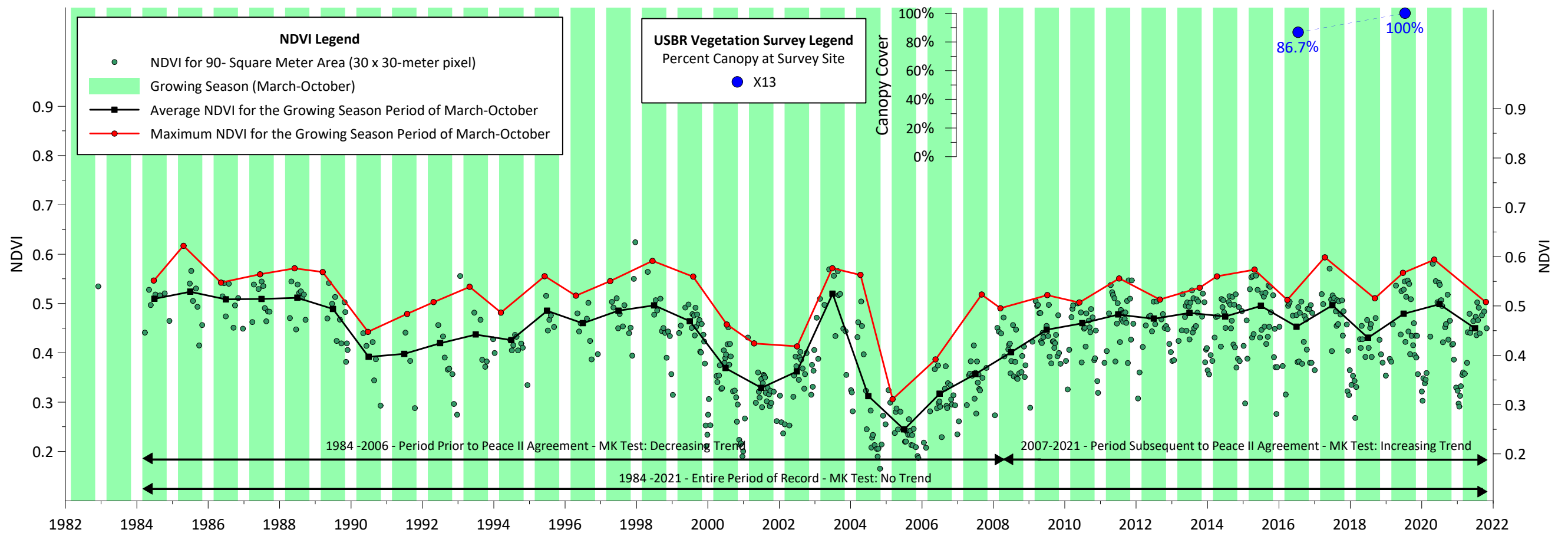
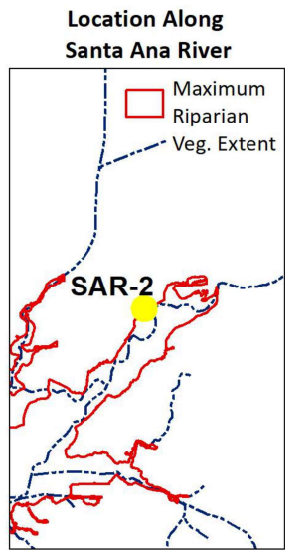


- SAR-1 Area for NDVI Analysis 30x30 meter pixel
- Vegetation Survey Plot Location 10-meter radius





- SAR-2 Area for NDVI Analysis 30x30 meter pixel
- Vegetation Survey Plot Location 10-meter radius



2018 Air Photo (July 2, 2018)



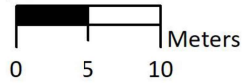
2019 Air Photo (July 4-5, 2019)



2020 Air Photo (July 6-8, 2020)

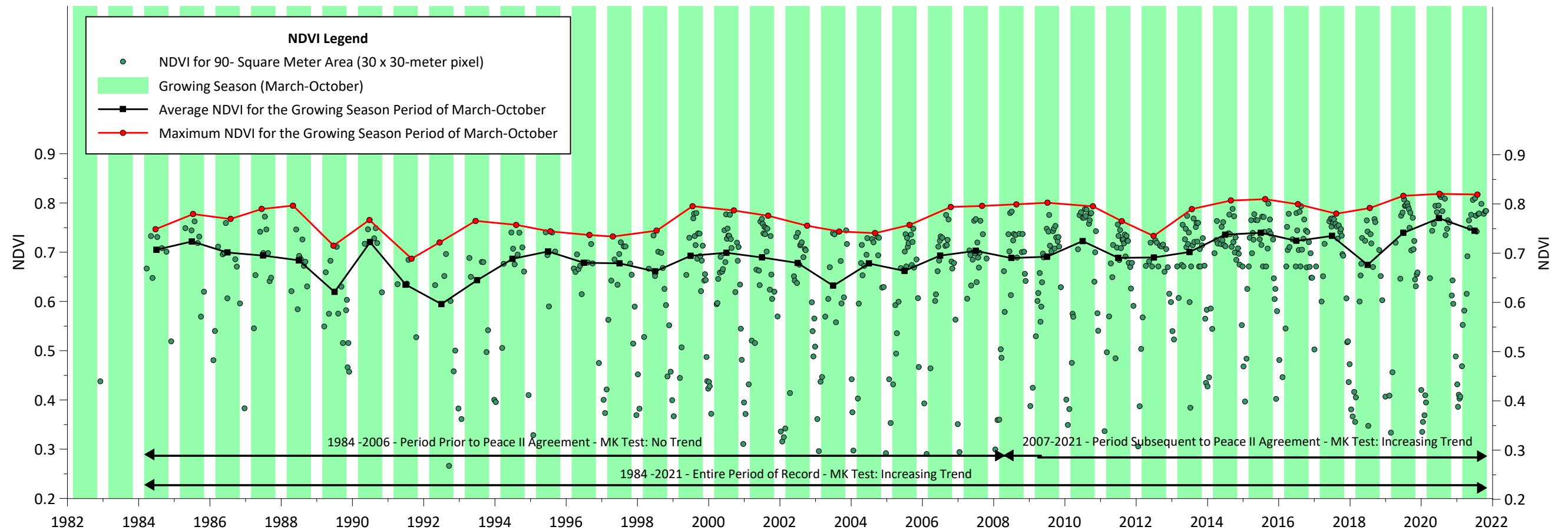
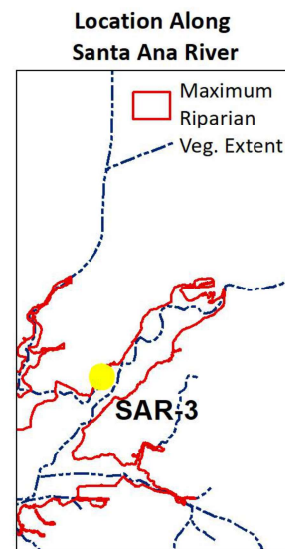


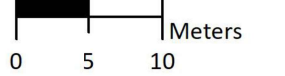
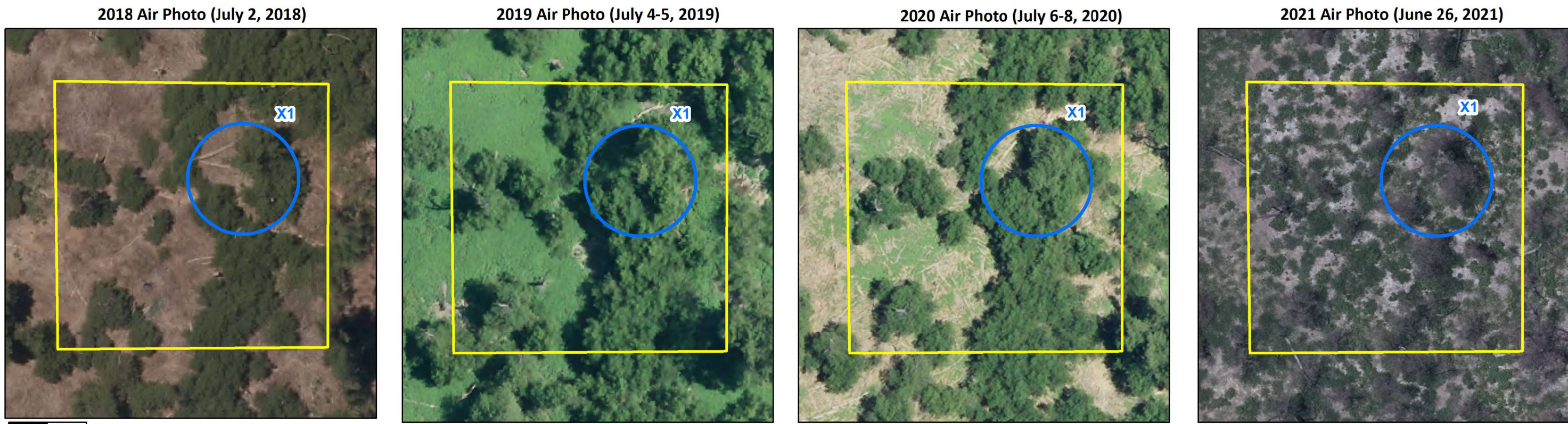
2021 Air Photo (June 26, 2021)



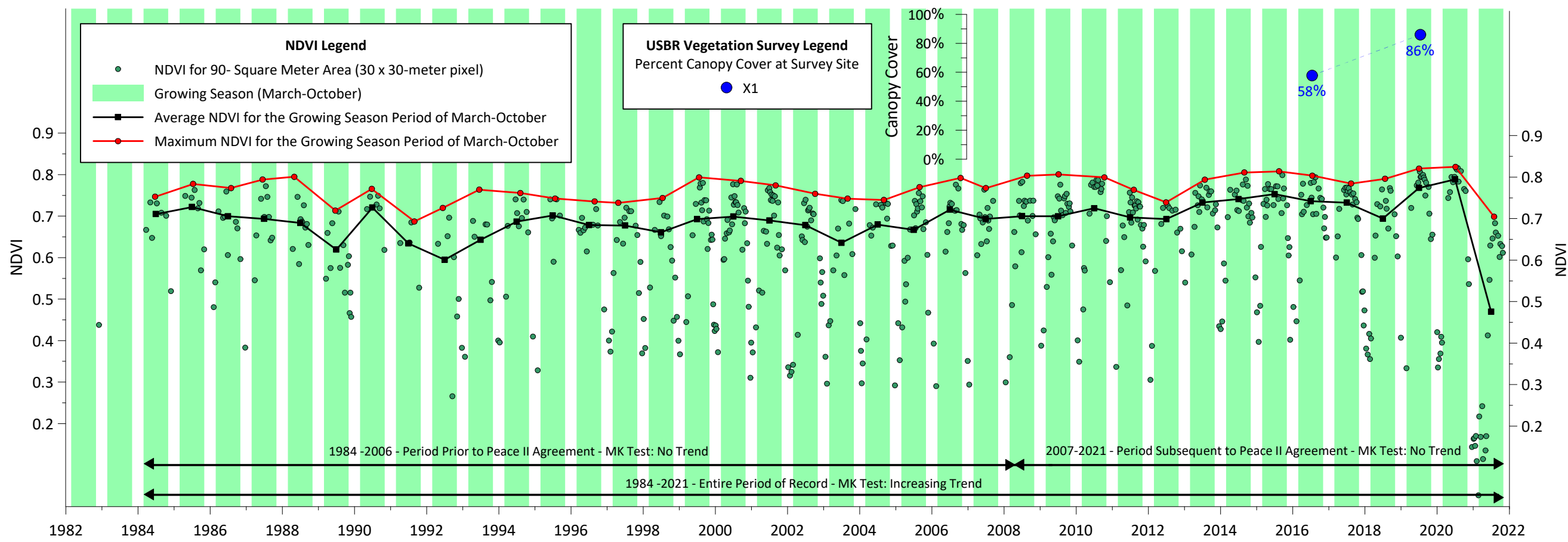
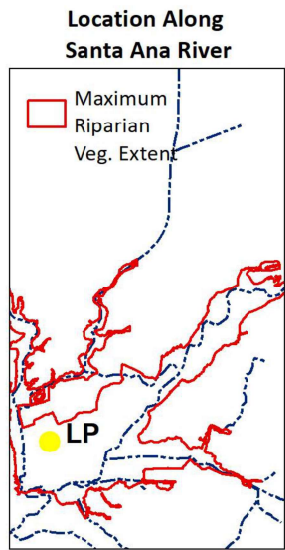
SAR-3 Area for NDVI Analysis 30x30 meter pixel

Vegetation Survey Plot Location 10-meter radius





- LP Area for NDVI Analysis 30x30 meter pixel
- Vegetation Survey Plot Location 10-meter radius





3.1.3 Analysis of Vegetation Surveys

Vegetation surveys are performed for the PBHSP once every three years. The most recent vegetation survey was performed in 2019 by the USBR which was a continuation of the surveys performed in 2007, 2013, and 2016. Preliminary findings and results from the 2019 vegetation survey were published in the final report in June 2020 (USBR, 2020).

Table 3-3 summarizes some of the measured parameters for all areas surveyed in 2007, 2013, 2016, and 2019. The measurements of percent canopy cover from the USBR vegetation surveys are the most appropriate measured data for ground-truthing the NDVI. Percent canopy cover is a measurement of the percentage of the ground surface area that is directly covered by the vertical projections of tree crowns (USDA, 1999). Although there is no direct quantitative relationship between percent canopy cover and NDVI, percent canopy cover is a metric of the areal density of the vegetation that is reflecting visible and near-infrared light and therefore can be used for comparison with the NDVI analysis. The percent canopy cover at the survey location within the small areas of NDVI analysis in Figures 3-8a through 3-8l are charted with the NDVI time-series data. Where percent canopy cover measurements are available for more than one year, they typically show stable or increasing trends, consistent with the increasing trends in NDVI since 2007. Table 3-3 shows that overall the percent canopy cover for all surveyed areas each year has increased: the average percentages of canopy cover at all areas surveyed in 2007, 2013, 2016, and 2019 were 75-, 76-, 86-, and 82-percent, respectively.

Table 3-3. Summary of USBR Vegetation Surveys in 2007, 2013, 2016, and 2019 in the Prado Basin - Canopy Cover, Tree Condition, and Occurrence of Polyphagous Shot-Hole Borer

Site	Canopy Cover (%) ^(a)					Tree Condition (% trees surveyed per plot) ^(b)															Polyphagous Shot-Hole Borer ^(c)					
	2007	2013	2016	2019	Change Through 2019	Not Stressed (Live)					Stressed					Dead					Present in 2016	% of Trees in 2016	Present in 2019	% of Trees in 2019	% Change in 2019	
						2007	2013	2016	2019	Change Through 2019	2007	2013	2016	2019	Change Through 2019	2007	2013	2016	2019	Change Through 2019						
Chino Creek Sites																										
Chino 3	59%	NM	NM	NM	-	NM	NM	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	
Chino 3B	NM	97%	96%	96%	--	NM	100%	0%	33%	-67%	NM	0%	100%	44%	44%	NM	0%	0%	22%	22%	no	0%	no	0%	0%	
Chino 4	80%	94%	98%	84%	4%	NM	100%	98%	7%	84%	-45%	NM	0%	80%	40%	40%	NM	0%	13%	5%	5%	no	0%	no	0%	0%
Chino 9	92%	96%	95%	96%	4%	NM	100%	0%	23%	-77%	NM	0%	100%	59%	59%	NM	0%	0%	18%	18%	no	0%	no	0%	0%	
Chino 11	94%	96%	96%	98%	4%	NM	100%	50%	69%	-31%	NM	0%	42%	0%	0%	NM	0%	8%	31%	31%	no	0%	no	0%	0%	
Chino 16	46%	61%	81%	52%	7%	NM	NM	27%	50%	23%	NM	NM	64%	50%	-14%	NM	NM	9%	0%	--	no	0%	no	0%	0%	
Chino 18	38%	87%	90%	77%	39%	NM	100%	7%	15%	-85%	NM	0%	67%	69%	69%	NM	0%	27%	15%	15%	yes	40%	no	0%	-40%	
Chino 21	98%	94%	88%	17%	-81%	NM	100%	0%	73%	-27%	NM	0%	100%	0%	0%	NM	0%	0%	27%	27%	yes	17%	no	0%	-17%	
Chino 24	93%	93%	98%	94%	1%	NM	100%	6%	32%	-68%	NM	0%	94%	56%	56%	NM	0%	0%	12%	12%	yes	6%	no	0%	-6%	
Chino 30	79%	88%	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	
Chino 30B	NM	NM	89%	74%	-15%	NM	NM	0%	20%	20%	NM	NM	89%	50%	-39%	NM	NM	11%	30%	19%	yes	100%	no	0%	-100%	
Chino 31	82%	93%	97%	91%	9%	NM	100%	7%	4%	-96%	NM	0%	93%	72%	72%	NM	0%	0%	24%	24%	yes	7%	no	0%	-7%	
Chino 34	96%	97%	89%	75%	-21%	NM	100%	0%	33%	-67%	NM	0%	67%	33%	33%	NM	0%	33%	33%	33%	no	0%	no	0%	0%	
Chino 78	95%	98%	87%	98%	3%	NM	100%	0%	45%	-55%	NM	0%	80%	55%	55%	NM	0%	20%	0%	0%	yes	80%	no	0%	-80%	
Chino 81	92%	0%	NM	NM	-	NM	NM	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	
Chino 85	89%	0%	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	
Chino X3	NM	NM	93%	94%	1%	NM	NM	25%	83%	58%	NM	NM	75%	17%	-58%	NM	NM	0%	0%	0%	no	0%	no	0%	0%	
Chino X4	NM	NM	92%	94%	2%	NM	NM	0%	43%	43%	NM	NM	100%	14%	-86%	NM	NM	0%	43%	43%	yes	100%	yes	71%	-29%	
Chino X5	NM	NM	96%	95%	-1%	NM	NM	75%	89%	14%	NM	NM	25%	11%	-14%	NM	NM	0%	0%	0%	yes	25%	no	0%	-25%	
Chino X6	NM	NM	98%	99%	1%	NM	NM	87%	47%	-40%	NM	NM	13%	47%	34%	NM	NM	0%	7%	7%	yes	13%	no	0%	-13%	
Chino X7	NM	NM	88%	66%	-22%	NM	NM	0%	43%	43%	NM	NM	70%	43%	-27%	NM	NM	30%	14%	-16%	yes	70%	no	0%	-70%	
Chino X8	NM	NM	85%	99%	14%	NM	NM	0%	71%	71%	NM	NM	62%	24%	-38%	NM	NM	38%	6%	-32%	yes	46%	yes	6%	-40%	
Average	81%	78%	92%	83%	-3%	-	100%	16%	46%	-21%	-	0%	73%	38%	10%	-	0%	11%	16%	12%	yes	28%	no	4%	-24%	
Mill Creek Sites																										
Mill 1	40%	0%	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	
Mill 3	8%	13%	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	
Mill 4	38%	6%	0%	0%	-38%	NM	0%	0%	100%	100%	NM	63%	50%	0%	-63%	NM	37%	50%	0%	-37%	yes	50%	no	0%	-50%	
Mill 8	66%	88%	82%	79%	13%	NM	33%	33%	0%	-33%	NM	67%	0%	50%	-17%	NM	0%	67%	50%	50%	yes	33%	no	0%	-33%	
Mill 11	75%	80%	NM	NM	--	NM	90%	NM	NM	--	NM	0%	NM	NM	--	NM	10%	NM	NM	--	NM	NM	NM	NM	--	
Mill 18	62%	68%	78%	90%	28%	NM	100%	38%	10%	-90%	NM	0%	38%	80%	80%	NM	0%	25%	10%	10%	yes	38%	no	0%	-38%	
Mill 22	89%	93%	96%	93%	4%	NM	86%	0%	43%	-43%	NM	0%	79%	43%	43%	NM	14%	21%	14%	0%	yes	64%	no	0%	-64%	
Mill 30	63%	63%	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	NM	NM	NM	NM	--	
Mill 35	81%	95%	NM	NM	--	NM	100%	NM	NM	--	NM	0%	NM	NM	--	NM	0%	NM	NM	--	NM	NM	NM	NM	--	
Mill 39	94%	87%	96%	96%	2%	NM	92%	0%	13%	-79%	NM	0%	67%	63%	63%	NM	8%	33%	25%	17%	yes	44%	yes	38%	-6%	
Mill 60	76%	90%	83%	51%	6%	NM	86%	0%	0%	-86%	NM	0%	93%	69%	69%	NM	14%	7%	31%	17%	yes	29%	no	0%	-29%	
Mill 62	66%	96%	96%	63%	30%	NM	100%	0%	6%	-94%	NM	0%	94%	25%	25%	NM	0%	6%	69%	69%	yes	94%	yes	25%	-69%	
Mill 63	70%	97%	78%	43%	8%	NM	100%	0%	15%	-85%	NM	0%	68%	23%	23%	NM	0%	32%	62%	62%	yes	41%	yes	23%	-18%	
Mill 67	75%	95%	NM	NM	--	NM	100%	NM	NM	--	NM	0%	NM	NM	--	NM	0%	NM	NM	--	NM	NM	NM	NM	--	
Mill 69	92%	84%	75%	98%	6%	NM	90%	0%	67%	-23%	NM	0%	64%	0%	0%	NM	10%	36%	33%	23%	yes	64%	yes	22%	-42%	
Mill 82	92%	96%	56%	91%	-1%	NM	100%	0%	69%	-31%	NM	0%	75%	15%	15%	NM	0%	25%	15%	15%	yes	25%	yes	8%	-17%	
Mill 101	90%	94%	83%	88%	-2%	NM	96%	0%	26%	-70%	NM	0%	87%	48%	48%	NM	4%	13%	26%	22%	yes	83%	no	0%	-83%	
Mill X9	NM	NM	94%	94%	0%	NM	NM	70%	42%	-28%	NM	NM	30%	58%	28%	NM	NM	0%	0%	0%	yes	10%	no	0%	-10%	
Mill X10	NM	NM	89%	95%	6%	NM	NM	0%	70%	70%	NM	NM	50%	30%	-20%	NM	NM	50%	0%	-50%	yes	50%	no	0%	-50%	
Average	69%	73%	77%	75%	5%	-	84%	11%	35%	-38%	-	9%	61%	39%	23%	-	7%	28%	26%	15%	yes	48%	no	7%	-39%	
Santa Ana River Sites																										
SAR X1	NM	NM	58%	86%	28%	NM	NM	76%	75%	-1%	NM	NM	5%	13%	8%	NM	NM	19%	13%	-6%	yes	3%	no	0%	-3%	
SAR X2	NM	NM	93%	79%	-14%	NM	NM	11%	60%	49%	NM	NM	89%	30%	-59%	NM	NM	0%	10%	10%	yes	17%	no	0%	-17%	
SAR X11	NM	NM	88%	94%	6%	NM	NM	27%	44%	17%	NM	NM	64%	11%	-53%	NM	NM	9%	44%	35%	yes	82%	no	0%	-82%	
SAR X12	NM	NM	96%	100%	4%	NM	NM	9%	44%	35%	NM	NM	91%	44%	-47%	NM	NM	0%	13%	13%	yes	91%	no	0%	-91%	
SAR X13	NM	NM	87%	100%	13%	NM	NM	0%	17%	17%	NM	NM	67%	67%	0%	NM	NM	33%	17%	-16%	yes	67%	no	0%	-67%	
SAR X14	NM	NM	88%	97%	10%	NM	NM	0%	75%	75%	NM	NM	100%	25%	-75%	NM	NM	0%	0%	0%	yes	100%	no	0%	-100%	
Average	-	-	85%	93%	8%	-	-	21%	53%	32%	-	-	69%	32%	-38%	-	-	10%	16%	6%	yes	60%	no	0%	-60%	
Average All Sites	75%	76%	86%	82%	8%	-	91%	15%	43%	-19%	-	5%	68%	37%	7%	-	4%	17%	19%	12%	yes	40%	no	5%	-35%	

Notes:
 NM - Not Measured
 (a) Canopy cover is a measurement of the percentage of a ground area directly covered by vertical projections of tree crowns. In the field, canopy cover is measured using a spherical densiometer standing five meters from the center of the plot in the four cardinal directions (north, south, east, west). Canopy Cover percent herein is the average of the four measurements.
 (b) Tree condition is a qualitative measurement of the health of the tree. Trees were assessed and classified as "live," "stressed," or "dead". The percentage of each classification per plot is shown here.
 (c) In 2016 and 2019 trees were assessed for the presence of polyphagous shot-hole borers (PSHB). If a tree showed signs of the beetle it was noted. The percent of trees in each plot that showed signs of beetle infestation was then calculated.

The USBR vegetation surveys in 2016 and 2019 noticed the presence of the invasive pest—the PSHB. Overall, the presence of the PSHB decreased in 2019 at all of the sites where it was noted in 2016, and some of the sites no longer indicated the presence of the PSHB in 2019 where it was noted in 2016. The vegetation surveys provide a measurement of the change in riparian habitat health from 2016 to 2019 for those survey locations impacted by the PSHB. This is discussed in further detail in Section 3.6.2.

3.1.4 Summary

The extent of the riparian habitat in the Prado Basin has been delineated from air photos and maps of NDVI. The extent increased from about 1.85 mi² in 1960 to about 6.7 mi² by 1999 and has remained relatively constant through 2021.

The quality of riparian habitat has been characterized through the analysis of air photos, maps of NDVI, and time-series charts of NDVI for large and small areas located throughout the Prado Basin:

- The NDVI change map shows mostly no change or varying levels of NDVI decreases throughout the riparian vegetation in the Prado Basin. Notable decreases in the NDVI spatially are observed in large patches along the SAR and lower portion of Chino Creek and below the OCWD wetlands.
- The analyses of NDVI time series indicate that from 2020 to 2021 there was a slight decrease in the greenness of the riparian vegetation across the Prado Basin when analyzed as a whole and the along the Chino Creek and Mill Creek reaches analyzed as a whole. Throughout the riparian vegetation extent, there were varying levels of stable and decreasing trends in the greenness of the vegetation from 2020 to 2021 as indicated by the NDVI time series. However, at all areas but one, these one-year changes in the Average Growing-Season NDVI are relatively minor and within the historical ranges of one-year NDVI variability, and most were less than the average annual change in NDVI. For the LP area, the recent one-year decline in the Average Growing Season NDVI exceeds the magnitude of any historical one-year change in this area. Inspection of the air photos corroborates the observation of this decreased greenness in LP area.
- The Mann-Kendall test result on the Average Growing-Season NDVI for the post Peace II Agreement period from 2007 to 2021 indicates an “increasing trend” or “no trend” for the Prado Basin riparian vegetation as whole and all the other areas analyzed through the Prado Basin.
- Visual inspection of the 2020 and 2021 air photos for the MC-2 area, where NDVI decreased from 2020 to 2021, shows a notable decrease in green vegetated areas.

The remainder of Section 3.0 describes the factors that can affect the riparian habitat, how these factors have changed over time, and how the changes in these factors may explain the changes that are being observed in the riparian habitat described above.

3.2 Groundwater and Its Relationship to Riparian Habitat

Peace II Agreement implementation was projected to change groundwater pumping patterns and reduce artificial recharge through 2030, both of which would change groundwater levels in the Chino Basin. These



groundwater level changes caused by Peace II Agreement implementation and other unrelated water management activities¹³ have the potential to impact the extent and quality of Prado Basin riparian habitat.

This section characterizes the history of groundwater pumping and changes in groundwater-levels in the GMP study area and compares this history to the trends in the extent and quality of the riparian habitat described in Section 3.1.

3.2.1 Groundwater Pumping

Table 3-4 lists the groundwater pumping estimates for the GMP study area for WY 1961 to 2021.¹⁴ Figure 3-9 is a map that illustrates the spatial distribution of groundwater pumping from wells within the GMP study area for WY 2021. This figure includes a bar chart of the annual groundwater pumping in the GMP study area (from Table 3-4 below). Figure 3-9 illustrates the following history of groundwater pumping within the GMP study area:

- From 1961 to 1990, groundwater pumping averaged about 45,900 afy. Pumping mainly occurred at private domestic and agricultural wells distributed throughout the area.
- From 1991 to 1999, groundwater pumping steadily declined, primarily due to conversions of agricultural land uses to urban. By WY 1999, groundwater pumping was estimated to be about 23,600 afy—about 49 percent less than average annual pumping from 1961-1990.
- From 2000 to 2021, CDA pumping commenced and increased to replace the declining agricultural groundwater pumping—as envisioned in the OBMP/Peace Agreement and Peace II Agreement. By WY 2021, total groundwater pumping was about 46,650 afy—an increase of about 98 percent from 1999.
- Over the last two years from 2019 to 2021, the CDA pumping increased by about 8,500 afy. In mid-2020 the CDA pumping reached its intended pumping rate of 40,000 afy to maintain hydraulic control of the Chino Basin.

Water Year	Non-CDA Pumping, afy ^(a)	CDA Pumping, afy	Total Pumping, afy ^(a)
1961	48,577	0	48,577
1962	43,811	0	43,811
1963	43,293	0	43,293
1964	45,170	0	45,170
1965	43,294	0	43,294
1966	46,891	0	46,891

¹³ Other water management activities unrelated to Peace II Agreement implementation include changes in wastewater discharge to the SAR due to conservation, recycling, and drought response; increases in storm water diverted and recharged; increases in recycled water recharge; management of groundwater in storage; and the implementation of the Dry-Year Yield Program with MWD.

¹⁴ Production for years prior to WY 2001 were estimated in the calibration of the 2013 Chino Basin groundwater model (WEI, 2015). Production estimates for WY 2001 and thereafter are based on metered production data and water-duty estimates compiled by Watermaster.



Table 3-4. Annual Groundwater Pumping in the Groundwater Monitoring Program Study Area

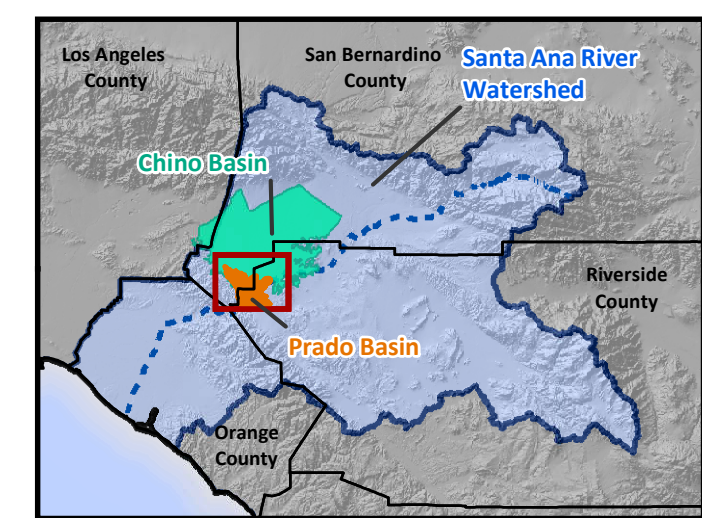
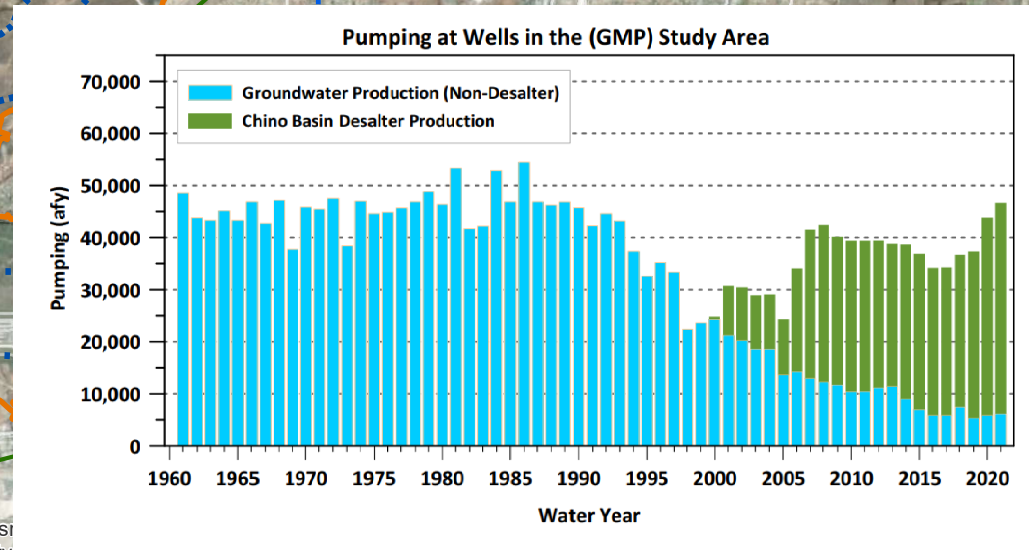
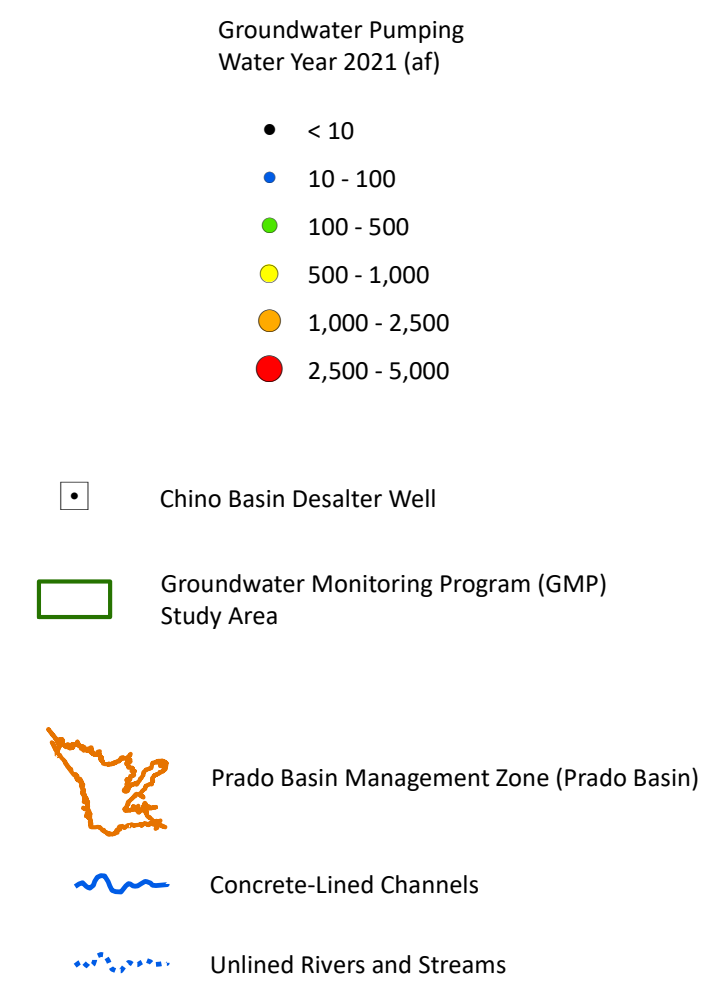
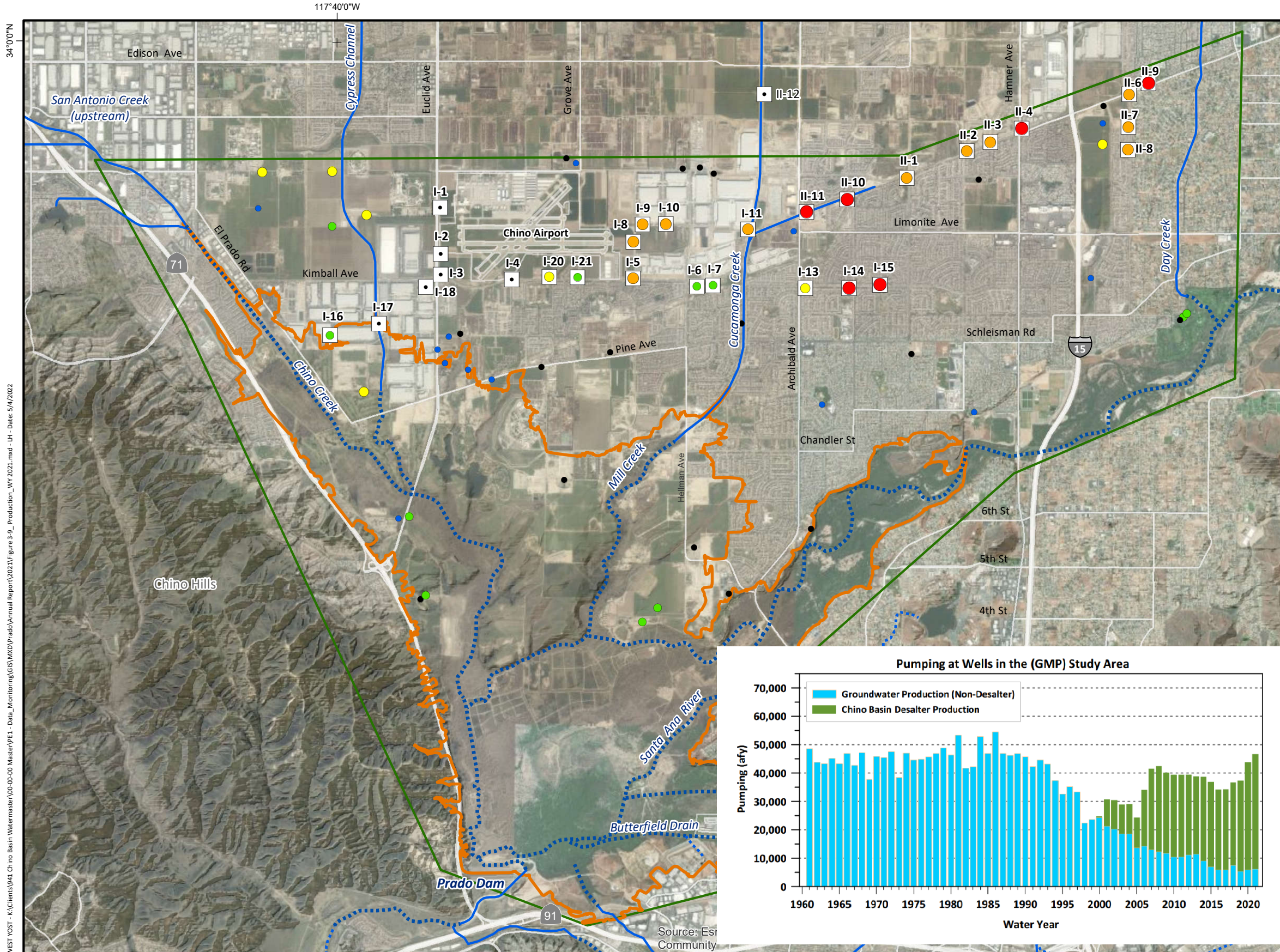
Water Year	Non-CDA Pumping, afy ^(a)	CDA Pumping, afy	Total Pumping, afy ^(a)
1967	42,709	0	42,709
1968	47,180	0	47,180
1969	37,754	0	37,754
1970	45,849	0	45,849
1971	45,492	0	45,492
1972	47,541	0	47,541
1973	38,427	0	38,427
1974	47,014	0	47,014
1975	44,606	0	44,606
1976	44,847	0	44,847
1977	45,710	0	45,710
1978	46,881	0	46,881
1979	48,829	0	48,829
1980	46,402	0	46,402
1981	53,326	0	53,326
1982	41,719	0	41,719
1983	42,200	0	42,200
1984	52,877	0	52,877
1985	46,876	0	46,876
1986	54,501	0	54,501
1987	46,875	0	46,875
1988	46,277	0	46,277
1989	46,835	0	46,835
1990	45,732	0	45,732
1991	42,266	0	42,266
1992	44,617	0	44,617
1993	43,186	0	43,186
1994	37,390	0	37,390
1995	32,604	0	32,604
1996	35,200	0	35,200
1997	33,340	0	33,340
1998	22,366	0	22,366
1999	23,632	0	23,632
2000	24,299	523	24,822
2001	21,249	9,470	30,719
2002	20,271	10,173	30,445
2003	18,600	10,322	28,922
2004	18,606	10,480	29,086



Table 3-4. Annual Groundwater Pumping in the Groundwater Monitoring Program Study Area

Water Year	Non-CDA Pumping, afy ^(a)	CDA Pumping, afy	Total Pumping, afy ^(a)
2005	13,695	10,595	24,290
2006	14,261	19,819	34,079
2007	12,988	28,529	41,517
2008	12,293	30,116	42,409
2009	11,694	28,456	40,150
2010	10,452	28,964	39,416
2011	10,460	28,941	39,401
2012	11,193	28,230	39,423
2013	11,433	27,380	38,813
2014	9,059	29,626	38,685
2015	6,985	29,877	36,862
2016	5,900	28,249	34,148
2017	5,899	28,351	34,250
2018	7,504	29,191	36,695
2019	5,348	32,004	37,352
2020	5,875	37,973	43,848
2021	6,155	40,501	46,656
Average: 1961-1990	45,917	0	45,917
Average: 1991-1999	34,956	0	34,956
Average: 2000-2021	12,289	23,203	39,492

(a) Prior to water year 2001 production is estimated with the calibrated 2013 Chino Basin groundwater model (WEI, 2015).



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3.2.2 Groundwater Levels

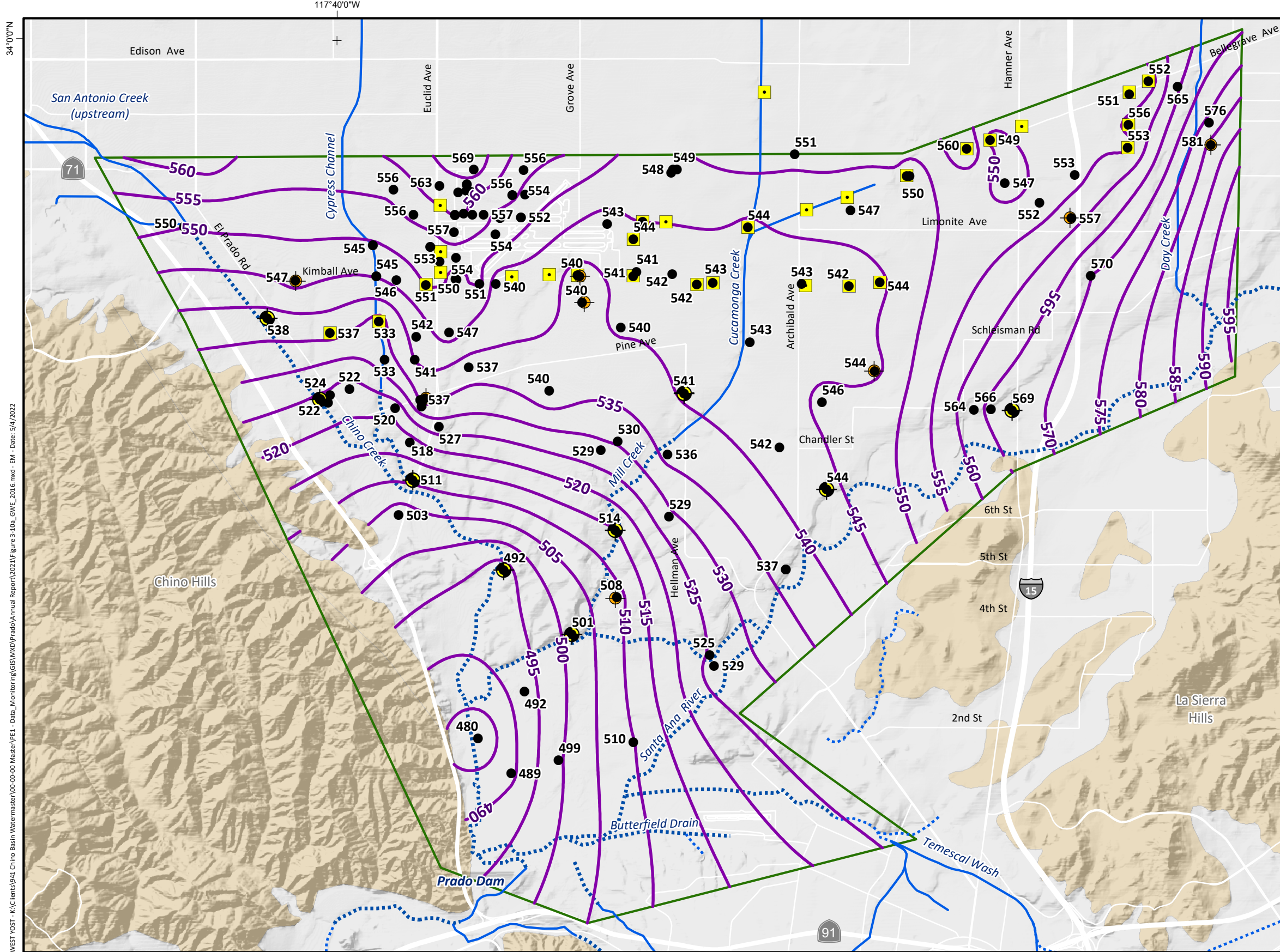
Figures 3-10a and 3-10b are groundwater-elevation contour maps of the GMP study area for the shallow aquifer system in September 2016 (first Annual Report condition) and September 2021 (current condition).¹⁵ The contours were created from rasterized surfaces of groundwater elevations that were created based on measured groundwater elevations at wells. The raster of groundwater elevation for September 2016 was subtracted from the raster of groundwater elevation for September 2021 to create a raster of change in groundwater elevation from 2016 to 2021 (Figure 3-11). Figure 3-11 shows that groundwater levels changed by about +/- 10 feet across the GMP study area from 2016 to 2021. The greatest areas of change in groundwater elevation occurred in the northern portion of the GMP study area near the Chino Basin Desalter well field. Groundwater levels declined by slightly more than 10 feet near the central portion of Chino Basin Desalter well field north of Mill Creek (Wells I-5, I-6, I-8, I-9, I-10, I-11, I-13, I-21) and increased by about 10 feet to the north of the western portion the Chino Basin Desalter well field (Wells I-16, I-17, I-18).

Within the extent of the riparian vegetation, groundwater elevations have remained relatively stable throughout most of the extent from 2016-2021, but there are some notable areas where groundwater levels have declined: the northernmost reach of Mill Creek just south of PB-2 to PB-1 (decline of 1 to 5 feet); and northern reach of the SAR within Prado Basin near PB-3 (decline of about 2 feet). The north portions of Mill Creek and the SAR where we observe these declines in groundwater levels from 2016 to 2021 are a part of the regional pumping depression that is expanding around the increased pumping at the Chino Basin Desalters to the north.

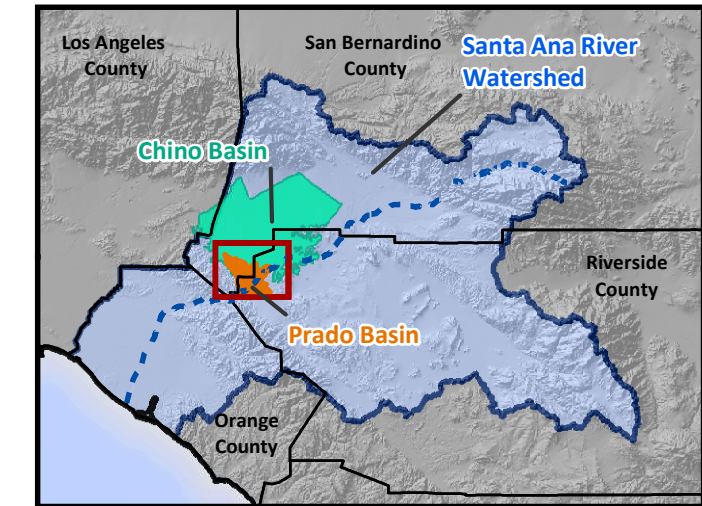
Figure 3-12 is a map of depth-to-groundwater in September 2021. It was created by subtracting a one-meter horizontal resolution digital-elevation model of the ground surface (Associated Engineers, 2007) from the raster of groundwater elevation for September 2021. An outline of the Prado Basin riparian habitat extent is superimposed on the 2021 depth-to-groundwater raster. With few exceptions,¹⁶ the riparian habitat overlies areas where the depth-to-groundwater is less than 15 feet below the ground surface (ft-bgs). The shallow groundwater could exit the Prado Basin via rising groundwater discharge to the SAR and its tributaries and/or evapotranspiration by the riparian vegetation.

¹⁵ Historical groundwater-elevation data for the Prado Basin are scarce due to a lack of wells and/or monitoring. As such, the discussion and interpretation of measured groundwater elevations focuses on the GMP's period of record.

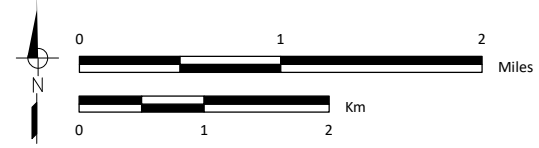
¹⁶ Exceptions include: the upstream reach of Temescal Wash in the Prado Basin, some limited areas west of the southern reach of Chino Creek, small patch in the upper portion of Chino Creek, small patch in the northernmost reach of Mill Creek, and small patches along the SAR east of well PB-3.



- Equal Elevation Contour of Groundwater Elevation (feet above mean sea level)
 - Well with Measured Groundwater Elevation in September 2016 Used to Draw Contours; Labeled by Groundwater Elevation (feet above mean sea level)
 - PBHSP Monitoring Well Site
 - HCMP Monitoring Well Site
 - Chino Basin Desalter Well
 - Groundwater Monitoring Program (GMP) Study Area
 - Concrete-Lined Channels
 - Unlined Rivers and Streams
-
- Surface Geology
- Consolidated Bedrock
 - Quaternary Alluvium
 - Water-Bearing Sediments
 - Undifferentiated Pre-Tertiary to Early Pleistocene Igneous, Metamorphic, and Sedimentary Rocks

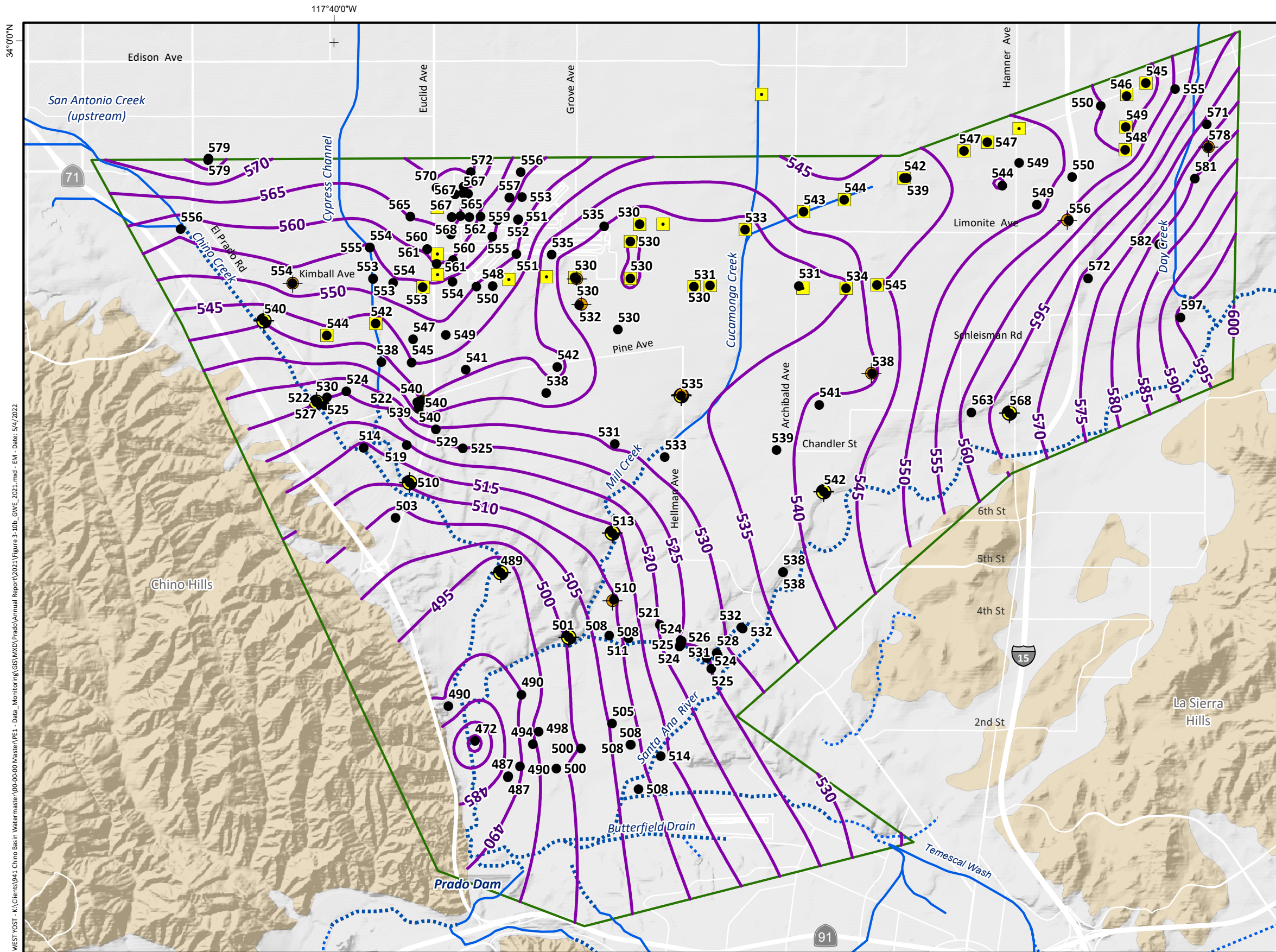


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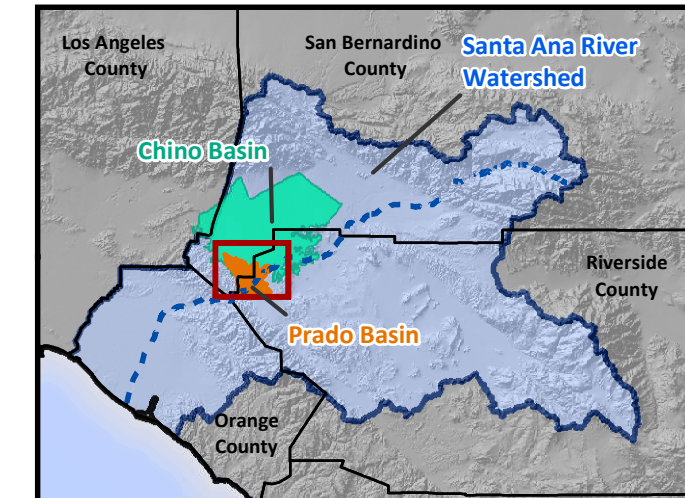
Map of Groundwater Elevation
 September 2016 - Shallow Aquifer System

Figure 3-10a

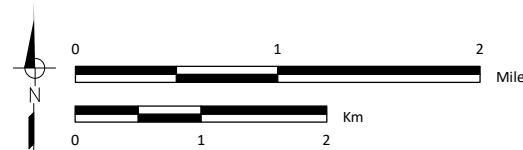


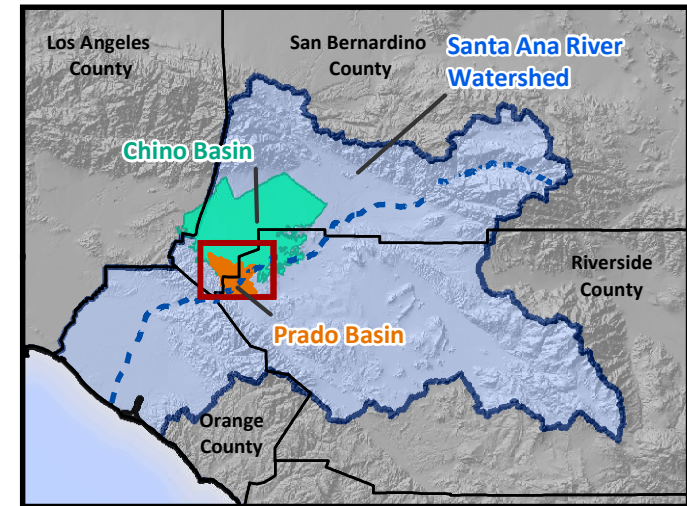
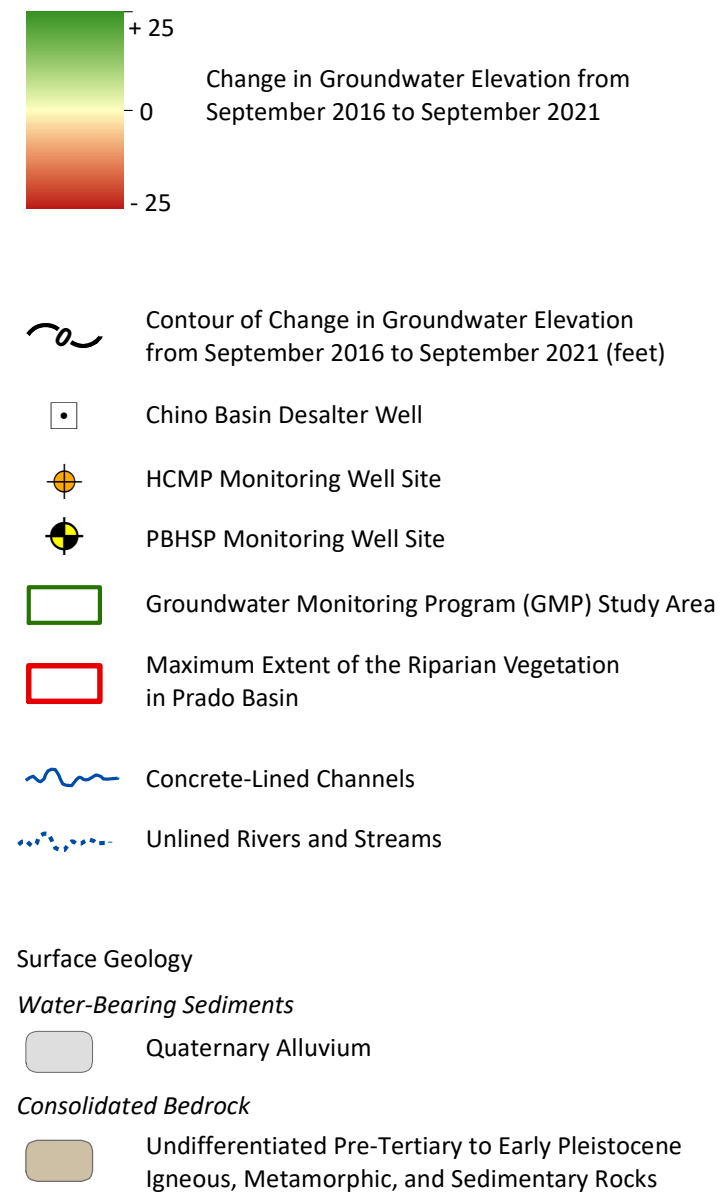
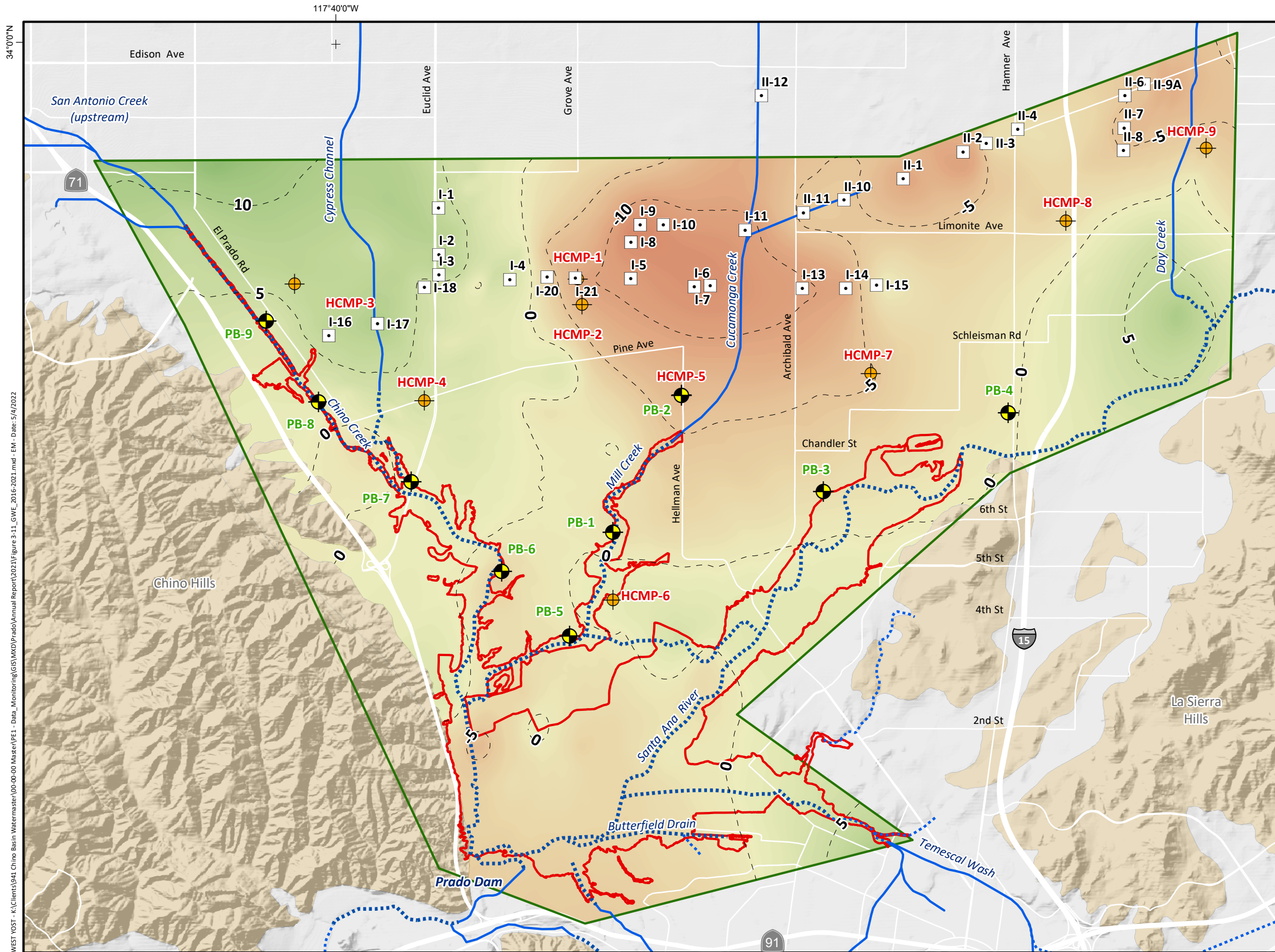
- Equal Elevation Contour of Groundwater Elevation (feet above mean sea level)
- Well with Measured Groundwater Elevation in September 2021 Used to Draw Contours; Labeled by Groundwater Elevation (feet above mean sea level)
- PBHSP Monitoring Well Site
- HCMP Monitoring Well Site
- Chino Basin Desalter Well
- Groundwater Monitoring Program (GMP) Study Area
- Concrete-Lined Channels
- Unlined Rivers and Streams

- Surface Geology
- Water-Bearing Sediments*
- Quaternary Alluvium
- Consolidated Bedrock*
- Undifferentiated Pre-Tertiary to Early Pleistocene Igneous, Metamorphic, and Sedimentary Rocks

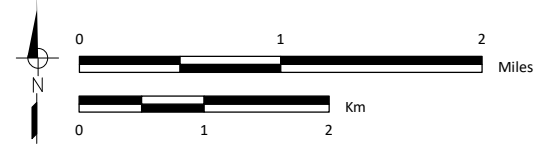


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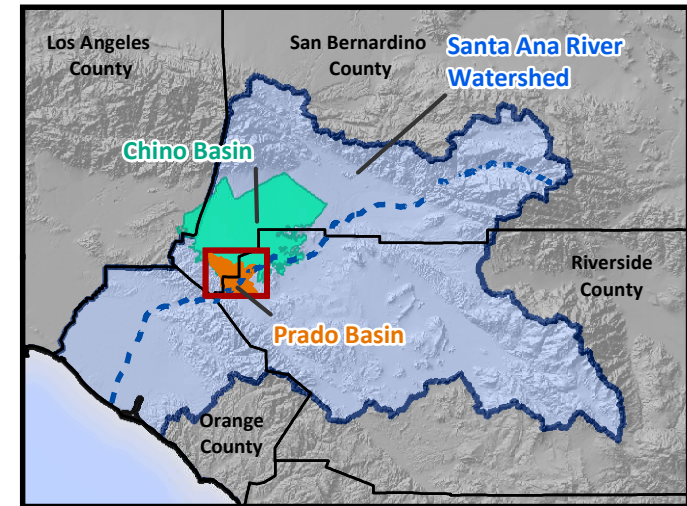
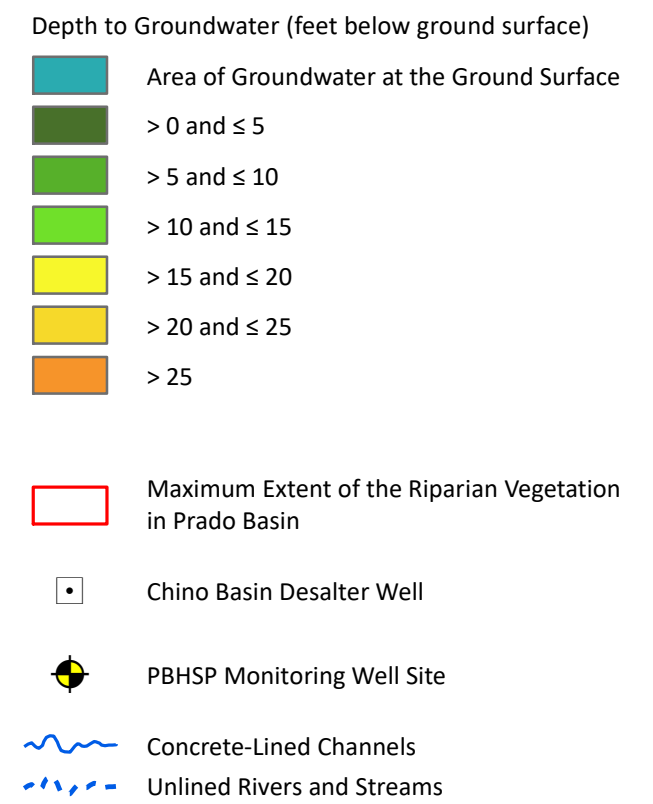
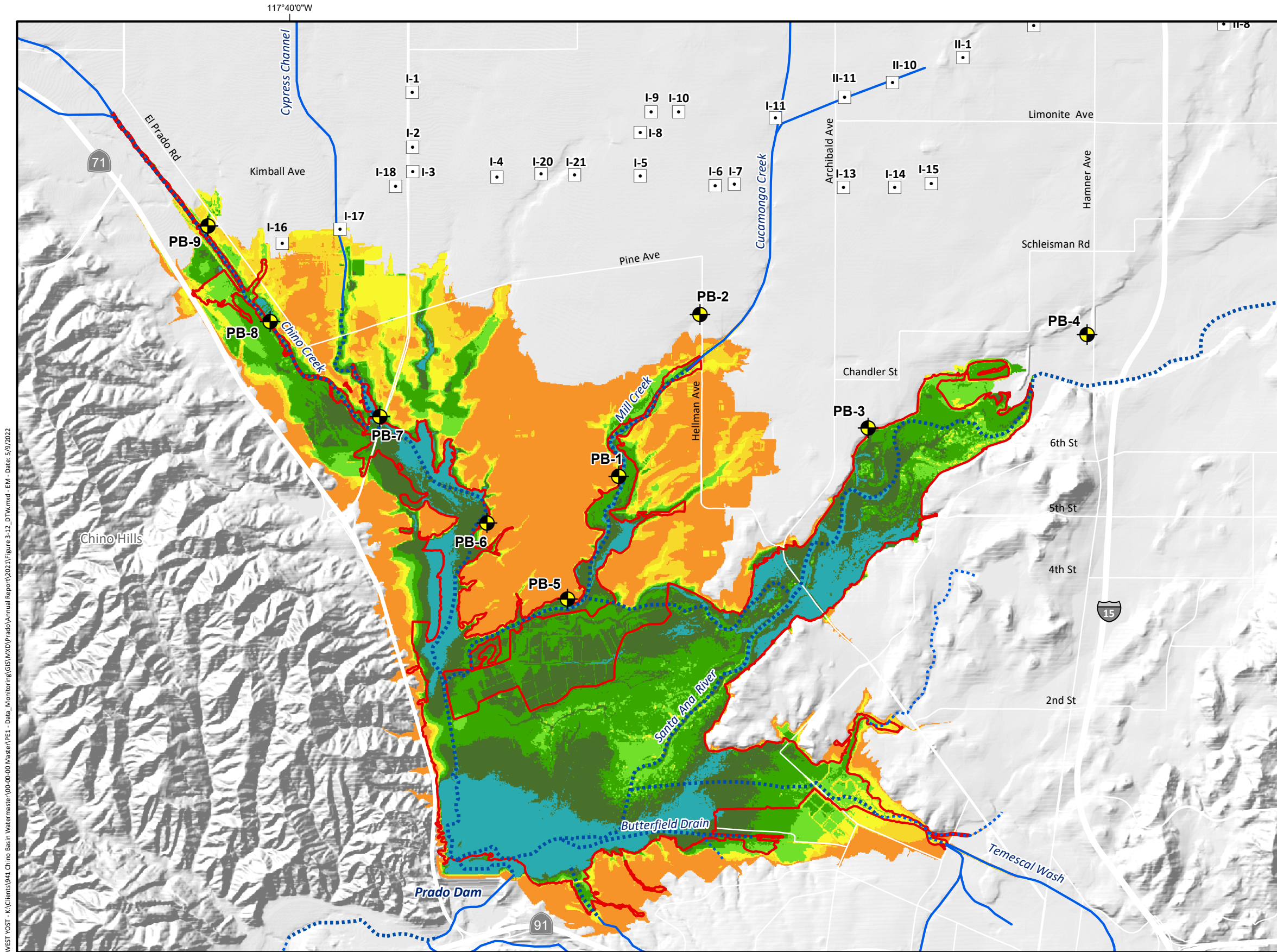


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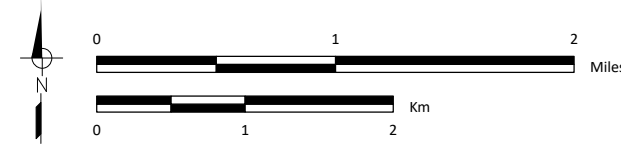


Change in Groundwater Elevation
September 2016 to September 2021

Figure 3-11



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3.2.3 Groundwater Levels Compared to NDVI

Figures 3-13a through 3-13c are time-series charts that compare long-term trends in groundwater pumping and groundwater elevations to the trends in the quality of the riparian vegetation as indicated by the NDVI for three areas in the Prado Basin: Chino Creek, Mill Creek, and the SAR. The period of analysis for these charts is 1984 to 2021—the period of NDVI availability. The upper chart in these figures compares changes in groundwater levels for each respective area to long-term trends in groundwater pumping within the respective regions of the GMP study area (Chino Creek, Mill Creek, and SAR regions). The annual groundwater pumping for wells within the respective regions is a stacked bar chart for the Chino Basin Desalter wells and non-Chino Basin Desalter wells. Groundwater-elevation estimates for the period of 1984 to 2018 were extracted from Watermaster’s most recent calibration of its groundwater-flow model at the monitoring well locations (WEI, 2020). The more recent groundwater-elevation data shown on these charts were measured at monitoring wells constructed by Watermaster and the IEUA to support the Hydraulic Control Monitoring Program (HCMP) (beginning in 2005) and the PBHSP (beginning in 2015). Where the measured and model-estimated groundwater elevations overlap in time, the model-estimated elevations mimic the seasonal fluctuations and longer-term trends of the measured elevations and are typically no more than 10 feet different. This supports the use of these model-estimated groundwater elevations in this analysis.

The lower chart in Figures 3-13a through 3-13c displays the time series of the Average Growing-Season NDVI for the defined areas (discussed in Section 3.1) along Chino Creek, Mill Creek, and the SAR. For reference, the Mann-Kendall test results for trends in the Average Growing-Season NDVI for 1984-2021, 1984-2006, and 2007-2021 are shown in the legend.

The NDVI observations and interpretations below focus on recent changes in Average Growing-Season NDVI (Section 3.1) and whether observed groundwater level trends may be contributing to recent NDVI changes.

Chino Creek (Figure 3-13a). During the late 1990s, groundwater levels along Chino Creek increased, particularly along the north reach of Chino Creek, where groundwater levels increased by over 30 feet. The increase in groundwater levels was most likely due to reduced pumping in the area. Since 2000, groundwater levels have remained relatively stable, even as Chino Basin Desalter pumping commenced and increased at wells I-1, I-2, I-3, I-4, I-16, I-17, I-18, I-20, and I-21 to the north of Chino Creek (see inset map on Figure 3-13b). Since 2017, total pumping at these Chino Basin Desalter wells in the Chino Creek area has been at historically low volumes, contributing to a decrease in pumping in this area.

From 2015-2021, the measured groundwater levels at the PBHSP monitoring wells along Chino Creek show a stable trend along the northern portion of Chino Creek (PB-9/1, PB-8, and RP2-MW3) and stable trend along the central reach, (PB-7/1), and a slight decreasing trend along the southern reach (PB-6/1). Groundwater levels fluctuate seasonally, in some cases by more than 15 feet, under the seasonal stresses of pumping and recharge. During the winter months of WY 2017 and 2019, groundwater levels at the PBHSP monitoring wells increased to their highest recorded levels, likely in response to the recharge of stormwater discharge in unlined creeks and the associated surface-water reservoir that ponds behind Prado Dam. Over the last year (September 2020 to September 2021) groundwater levels remained stable along the upper northern reach of Chino Creek (PB-9/1), decreased by up to two feet along lower northern reach (PB-8, and RP3-MW3), and decreased by up to one foot along the southern reach of Chino Creek (PB-7/1 and PB-6/1).



The Average Growing-Season NDVI and the air photo analyses along Chino Creek show that changes in the vegetation were relatively minor (discussed in Section 3.1) during 2020-2021. Hence, the main observations and conclusions for the period of 2020 to 2021 in this area are that groundwater levels remained relatively stable or decreased and the riparian vegetation did not change significantly.

Mill Creek. (Figure 3-13b). During the 1990s, groundwater levels along Mill Creek increased, particularly along the north reach of Mill Creek where groundwater levels increased by about 10 feet, most likely due to reduced agricultural pumping in the area. Since 2000, groundwater levels have declined, particularly along the north reach of Mill Creek where groundwater levels have declined by up to 15 feet. The decline in groundwater levels was most likely due to the onset and progressive increase in Chino Basin Desalter pumping at wells I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-20, I-21 to the north of Mill Creek (see inset map on Figure 3-13b). Since 2017, total pumping at these Chino Basin Desalter wells in the Mill Creek area have progressively increased to a historically high volume, contributing to the increase in the total pumping observed in this area.

From 2015-2021, the measured groundwater levels at the PBHSP monitoring wells along Mill Creek show a decreasing trend in the northern portion of Mill Creek (PB-2 and HCMP-5/1), a slight decreasing trend in the central and southern reaches (PB-1/2 and PB-5/1). The decreases in groundwater levels in the northern Mill Creek area are likely due to the increase in pumping observed in this area. Groundwater levels fluctuate seasonally, in some cases by more than 10 feet, under the seasonal stresses of pumping and recharge. During the winter months in WY 2017 and WY 2019, groundwater levels at most of the PBHSP monitoring wells increased to their highest recorded levels, likely in response to the recharge of stormwater discharge in unlined creeks and the associated surface-water reservoir that ponds behind Prado Dam. Over the last year (September 2020 to September 2021) groundwater levels at the monitoring wells along Mill Creek decreased by about three feet just north of the top of Mill Creek (PB-2 and HCMP-5/1), decreased about one foot along the central and southern reaches (HCMP-6/1, PB-1/2, and PB-5/1).

The Average Growing-Season NDVI analyses along Mill Creek show that changes in the vegetation were relatively minor during 2020-2021 (discussed in Section 3.1). The analyses of the air photos at MC-2 indicate that there is a notable decrease in the vegetation from 2020-2021. Hence, the main observations and conclusions for the period of 2020 to 2021 in this area are that groundwater levels decreased along Mill Creek and the riparian vegetation did not change significantly except for a decrease observed in the air photo at MC-2 in the central portion of Mill Creek. The MC-2 area is within the central portion of Mill Creek where groundwater levels slightly declined by about one foot during 2020 to 2021. These changes in groundwater levels near the MC-2 area in the central portion of Mill Creek are within the range of the long-term variability for these areas and not likely the cause of the decrease in the green vegetation observed at MC-2 from 2020 to 2021. Where groundwater levels decreased by 3 feet from 2020 to 2021 at PB-2, the NDVI for the MC-1 area in the northern portion of Mill Creek closest to this well slightly decreased, but this change is less than the average annual change observed historically (see Table 3-2) and there is an increasing trend in the NDVI at the MC-1 area for the post Peace II Agreement period.

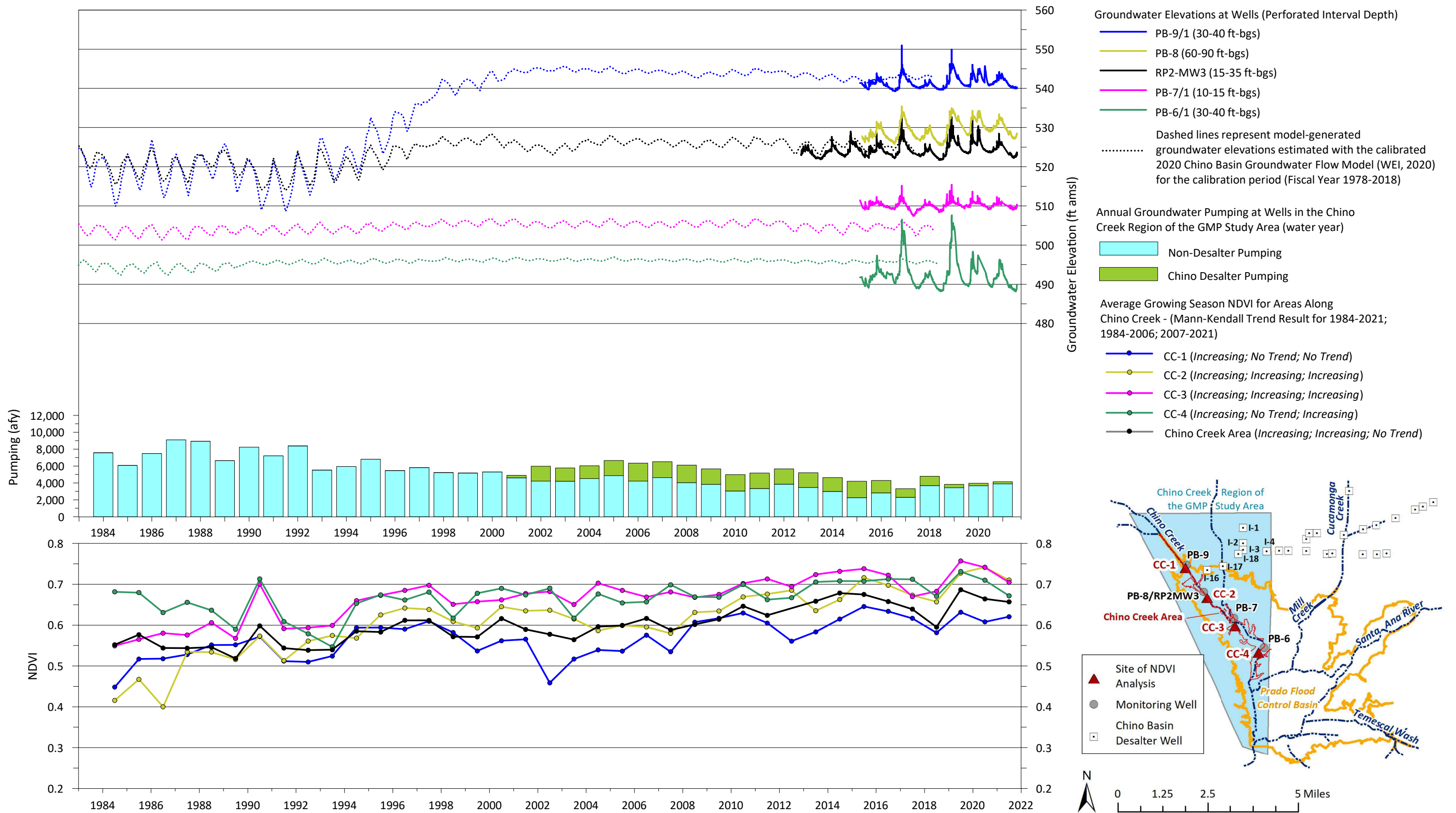
Santa Ana River (Figure 3-13c). During the 1990s, the groundwater levels along SAR increased in response to a decline in pumping from 1990 to 2000. These responses were greatest along the eastern portion of SAR where they increased up to five feet. Since 2000, groundwater levels have declined by a similar magnitude along the eastern portion of the SAR due to the onset and progressive increase in Chino Basin Desalter pumping at wells I-13, I-14, I-15, and II-1 through II-11 to the north of the SAR (see inset map on Figure 3-13c), while groundwater levels slightly increased along the western portion of the SAR near the

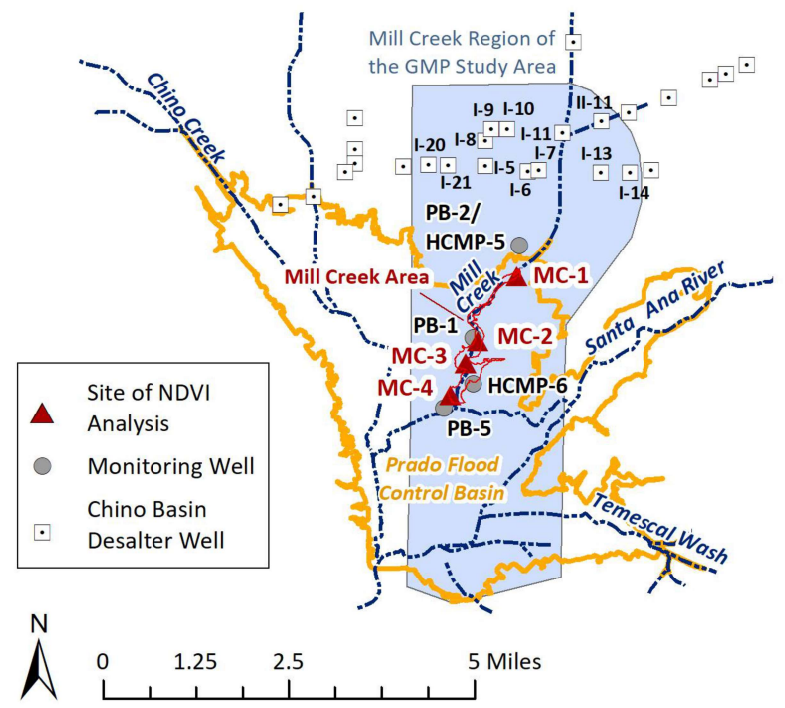
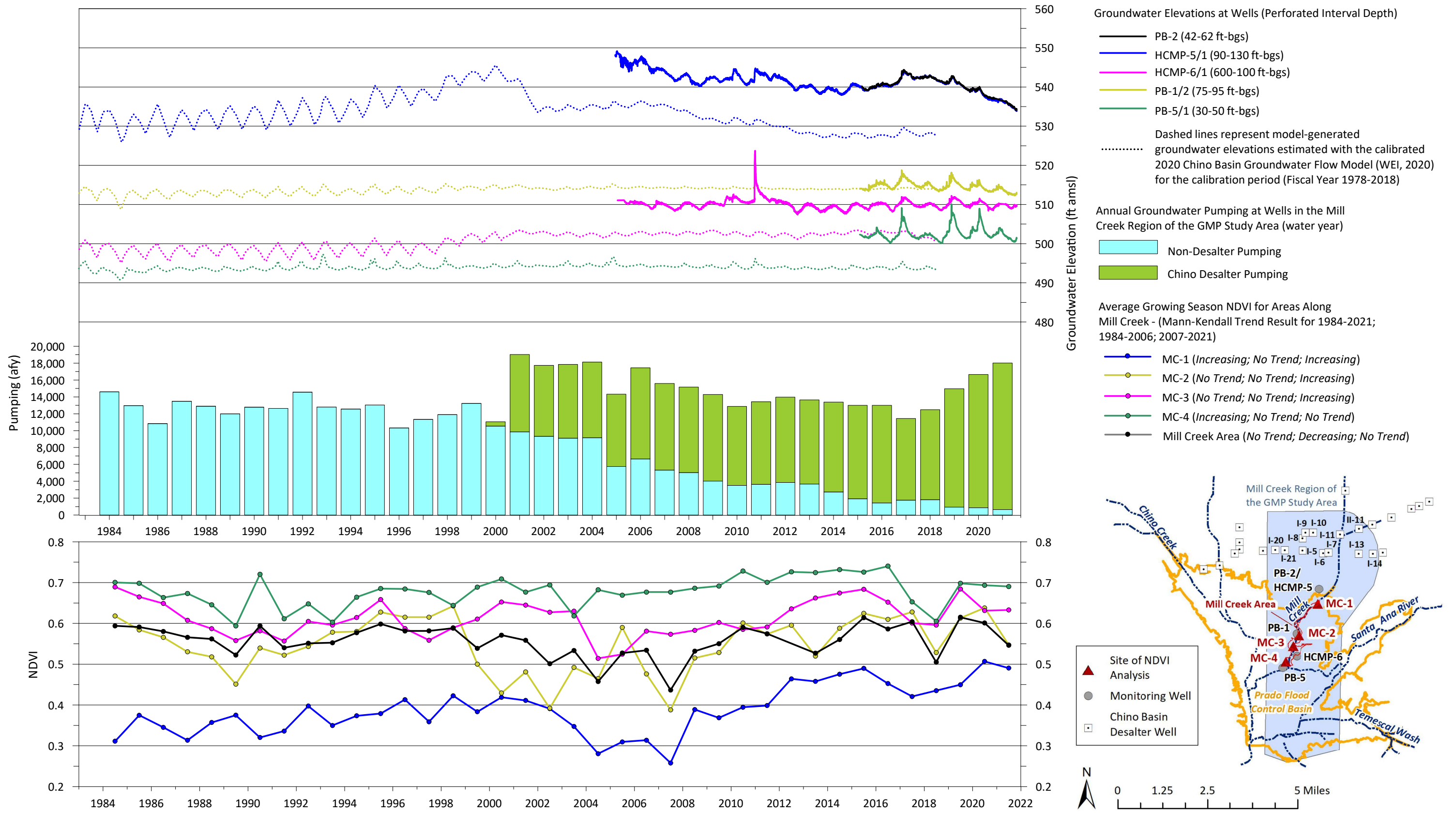


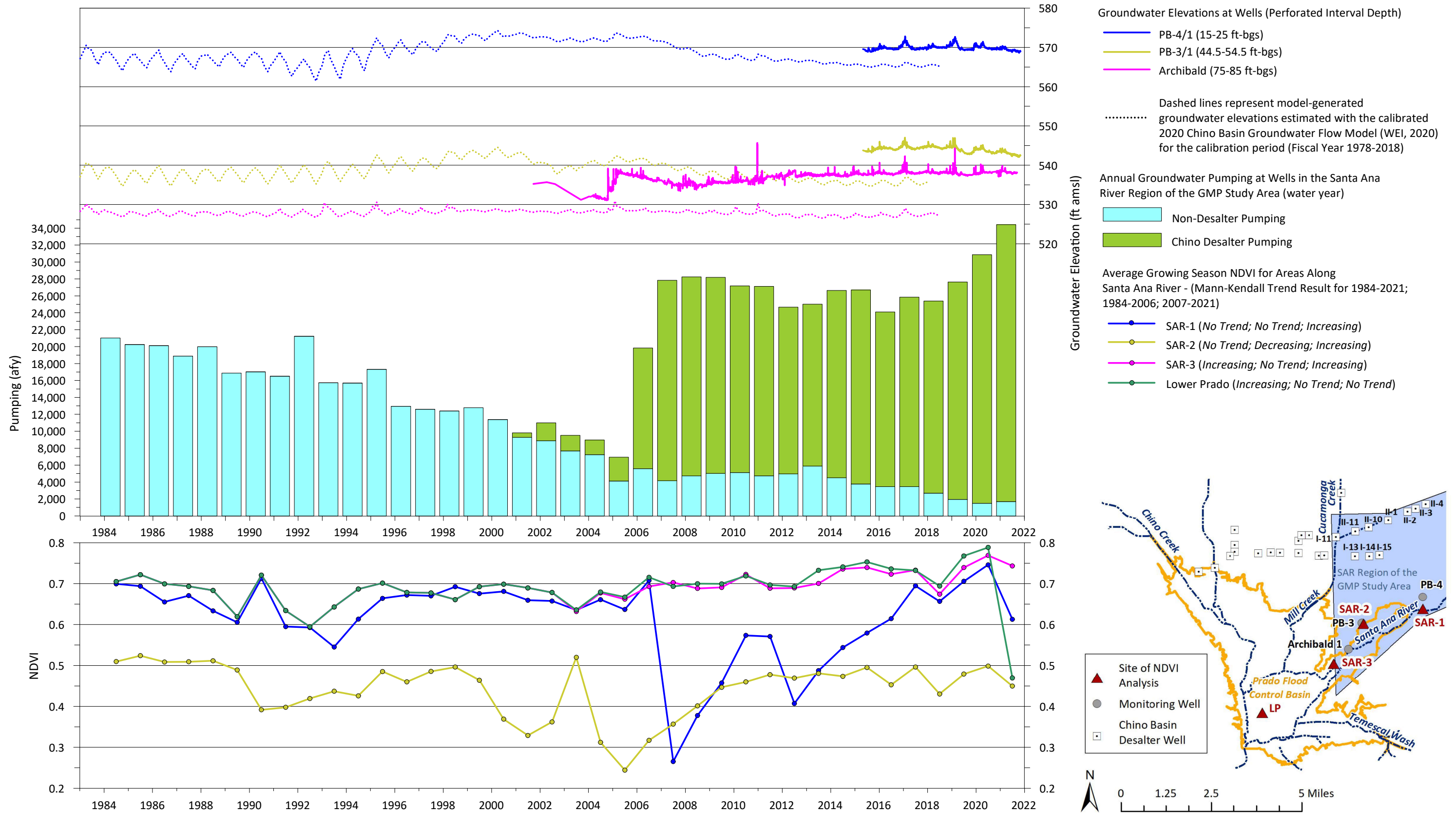
Archibald well. Since 2018, total pumping at these Chino Basin Desalter wells in the SAR area have progressively increased to a historically high volume, contributing to the increase in the total pumping observed in this area.

From 2015-2021, the measured groundwater levels at the PBHSP monitoring wells show a stable trend along the northeastern portion near PB-4, a slightly decreasing trend along the northern portion near PB-3, and a stable trend along the southwestern portion near the Archibald 1 well. The decreases in groundwater levels in the northern portion of the SAR area are likely due to the increase in pumping observed in this area. Groundwater levels fluctuate seasonally, in some cases by up to three feet under the seasonal stresses of pumping and recharge. During this past year, from September 2020 to September 2021, groundwater levels at the monitoring wells along the SAR slightly decreased by about 0.5 to 1 foot along the eastern and central portions (PB-4/1 and PB-3/1) and remained stable along the western portion (Archibald 1).

The Average Growing-Season NDVI and air photo analyses along the SAR show that changes in the vegetation were relatively minor for two of the four areas along the SAR (discussed in Section 3.1) during 2020-2021. The NDVI and air photos for the SAR-1 and LP areas show a notable decrease in the green vegetation from 2020 to 2021. As described in Section 3.1, the decrease in the vegetation at the SAR-1 area is due to clearing of the vegetation for bridge construction. The LP area is in the very southern portion of Prado Basin below the OCWD Wetlands, where groundwater levels remained stable from 2020-2021, therefore changes in groundwater levels are not the cause of the decrease in the green vegetation observed at the LP area. Hence, the main observations and conclusions for the period of 2020 to 2021 along the SAR, are that groundwater levels remained relatively stable and the riparian vegetation did not change significantly, except in the LP and SAR-1 areas, and the changes observed at LP and SAR-1 are not caused by changes in groundwater levels.







3.2.4 Summary

The following observations and interpretations were derived from the analysis of groundwater pumping, groundwater levels, and NDVI:

- From 1961 to 1990, groundwater pumping from private domestic and agricultural wells in the study area averaged about 45,900 afy. From 1991 to 1999, groundwater pumping steadily declined to about 23,600 afy primarily due to conversions from agricultural to urban land uses. In 2000, CDA pumping commenced to replace the declining agricultural production, and by 2018, groundwater pumping in the study area was about 37,000 afy. From WY 2019 to WY 2021, total groundwater pumping in the study area increased almost 10,000 afy to 46,700 afy due to increased CDA pumping.
- Since groundwater-level measurements commenced at the PBHSP monitoring wells in 2015, there have been some increasing and decreasing trends in groundwater levels observed along the reaches of Chino Creek, Mill Creek, and SAR. From September 2016 to September 2021, groundwater levels near the edges of the riparian habitat have changed up to +/- 5 feet. Groundwater levels have declined the most at the PB-2 monitoring well near the upper reach of Mill Creek, which was likely due to increased pumping at the Chino Basin Desalter wells to the north. Areas of minor declines in groundwater levels near the riparian habitat since 2015 include the central reach of Mill Creek, the very southern reach of Chino Creek, and the northeastern reach of the SAR.
- Over the past year from 2020 to 2021 groundwater levels generally remained stable or decreased in the Prado Basin near the riparian vegetation areas along the reaches of the SAR, Mill Creek and Chino Creek. From 2020 to 2021 groundwater levels declined the most at the northern portion of Mill Creek by up to 3 feet. Other areas of groundwater level declines from 2020 to 2021 are: the central and southern reaches of Mill Creek (up to 1 foot), the northern reach of Chino Creek (up to 2 feet), the southern reach of Chino Creek (up to 1 foot), and the eastern and central portions of the SAR (up to 1 foot). In Section 3.1, the analysis of air photos and NDVI for the riparian habitat areas in these areas of groundwater declines, indicate that the riparian vegetation did not change significantly over 2020-2021, except for the MC-2 area.
- The air photo of the MC-2 area shows a notable decrease in the green riparian vegetation from 2020-2021. The slight decline in groundwater levels of about 1 foot along the center portion of Mill Creek near MC-2 is within the historical range of variability in groundwater levels in this region and is therefore not the likely cause of the decreased greenness observed there in 2021. More information is needed to understand the cause of the decrease in greenness at the MC-2 site.

3.3 Analysis of Groundwater/Surface Water Interactions

One of the objectives of the PBHSP is to identify factors that contribute to the long-term sustainability of Prado Basin riparian habitat. The depth to groundwater analysis shown in Figure 3-12 indicates that the riparian vegetation exists in areas of shallow groundwater, where groundwater levels are typically 15 ft-bgs or less, and that the riparian vegetation is likely dependent, at least in part, upon the shallow groundwater.

The Annual Reports for WY 2017 and WY 2018 (Section 3.3) included a comprehensive analysis to understand the sources of the shallow groundwater in the Prado Basin and the groundwater/surface-water

interactions that may be important to the long-term sustainability of the riparian habitat (WEI, 2018; 2019). The analysis included using surface-water discharge and quality, groundwater quality, groundwater levels, and groundwater modeling as multiple lines of evidence to analyze the groundwater/surface water interactions at the nine PBHSP well locations—along the fringes of the riparian habitat and adjacent to Chino Creek, Mill Creek, and the SAR. In general, the analysis concluded that the SAR and northern portion of Mill Creek are losing reaches, characterized by streambed recharge. Most other areas along Chino and Mill Creeks are gaining reaches, characterized by groundwater discharge. That said, at most locations in the Prado Basin, there appear to be multiple and transient sources that feed the shallow groundwater, and the groundwater/surface-water interactions are complex. Additional monitoring is needed to better characterize the sources of shallow groundwater and groundwater/surface-water interactions. This additional monitoring began in 2018 as a pilot program, which included:

- High-frequency water-quality monitoring at two PBHSP monitoring well sites along Chino Creek: PB-7 and PB-8 (two wells at each site). Each monitoring well was equipped with data logger to measure and record EC, temperature, and water levels at a 15-minute frequency. The wells were visited quarterly to download data from the data loggers and measure water levels. Groundwater quality samples were collected quarterly (for two years) then semiannually (for one year) for laboratory analyses of TDS and general mineral chemistry to validate and support the high-frequency data.
- High-frequency water-quality monitoring at two surface-water sites along Chino Creek adjacent to the monitoring well sites. Each site was equipped with a data logger to measure and record EC, temperature, and stage at a 15-minute frequency. The surface-water sites were visited quarterly to download data from the data loggers. Groundwater quality samples were collected quarterly then semiannually for laboratory analyses of TDS and general mineral chemistry to validate and support the high-frequency data.

The data loggers were installed at the groundwater and surface-water sites in July 2018. Since installation there has been periodic disruptions of the data collected in the surface water data loggers: in late-2018, the data loggers were lost during large storm events; and the casing that house the data loggers experienced accumulation of mud which periodically compromised the accuracy of the collected data. These monitoring challenges have been resolved. The high-frequency data collected thus far has provided more support for the characterization of groundwater/surface water interactions at these locations and warrants the continuation of the pilot program to collect more data. More intervals of simultaneous high-frequency data of surface water and groundwater needs to be collected in order to draw defensible conclusions.

3.4 Climate and Its Relationship to the Riparian Habitat

Precipitation and temperature are climatic factors that can affect the extent and quality of riparian habitat. Precipitation can provide a source of water for consumptive use by the riparian vegetation via the direct infiltration of precipitation and runoff, which increases soil moisture that can be directly used by the vegetation, or by maintaining groundwater levels underlying the vegetation for its subsequent use. Temperatures affect the rate of plant growth and productivity. Both factors are unrelated to the implementation of the Peace II Agreement. This section characterizes the time series of precipitation and temperature in the Prado Basin area and compares that time series to trends in the quality of the riparian habitat, as indicated by NDVI, to help determine if these factors have influenced the riparian habitat in the Prado Basin.

3.4.1 Precipitation

Figure 3-14 is a time-series chart that shows annual precipitation estimates within the Chino Basin for WY 1896 to 2021. These estimates were computed as a spatial average across the Chino Basin using rasterized data from the PRISM Climatic Group (an 800-meter by 800-meter grid). The long-term average annual precipitation in the Chino Basin is 16.28 inches per year (in/yr). The chart includes a cumulative departure from mean (CDFM) precipitation curve, which characterizes the occurrence and magnitude of wet and dry periods: positive sloping segments (trending upward to the right) indicate wet periods, and negative sloping segments (trending downward to the right) indicate dry periods.

Review of the CDFM precipitation curve indicates that the Chino Basin experienced several prolonged wet and dry periods from WY 1896 to 2021. Typically, dry periods are longer in duration than wet periods. The longest dry period occurred between 1946 through 1977 (32 years). The current dry period is a 23-year period, starting in WY 1999, and includes the Peace/Peace II Agreement period (2001 through 2021). Over the 125-year record, about 40 percent of the years had precipitation greater than the average, and 60 percent had below average precipitation. In the 21-year period since the Peace Agreement was implemented, about 35 percent of the years had precipitation greater than the average, and 65 percent had below average precipitation. Precipitation in WY 2021 was 6.57 inches, which is below the long-term average and a notable decrease from 2020.

3.4.2 Temperature

Maximum and minimum temperatures during the growing season are the temperature metrics used in this analysis because plant growth and development are dependent upon the temperatures surrounding the plant (Hatfield and Prueger, 2015). Maximum temperatures during the growing season directly influence photosynthesis, evapotranspiration, and breaking of the dormancy of vegetation (Pettorelli, 2015). Minimum temperatures affect nighttime plant respiration rates and can potentially have an effect on plant growth that occurs during the day (Hatfield et. al, 2011). Hence, both temperature metrics can influence NDVI. All species of plants have a range of maximum and minimum temperatures necessary for growth (Hatfield and Prueger, 2015). Climate change is more likely to increase minimum temperatures while maximum temperatures are affected more by local conditions (Knowles et al., 2006; Alfaro et al., 2006).

Figure 3-15 is a time-series chart that shows the average maximum and minimum Prado Basin temperatures for the growing-season months of March through October from 1896 to 2021 (growing-season maximum and minimum temperatures). These temperature estimates were computed as a spatial average across the Prado Basin using rasterized data from the PRISM Climatic Group (an 800-meter by 800-meter grid) of monthly maximum and minimum temperature estimates. This chart also shows the five-year moving average of the growing-season maximum and minimum temperatures for the Prado Basin. The five-year moving average is a smoothing technique used to reveal trends over time.

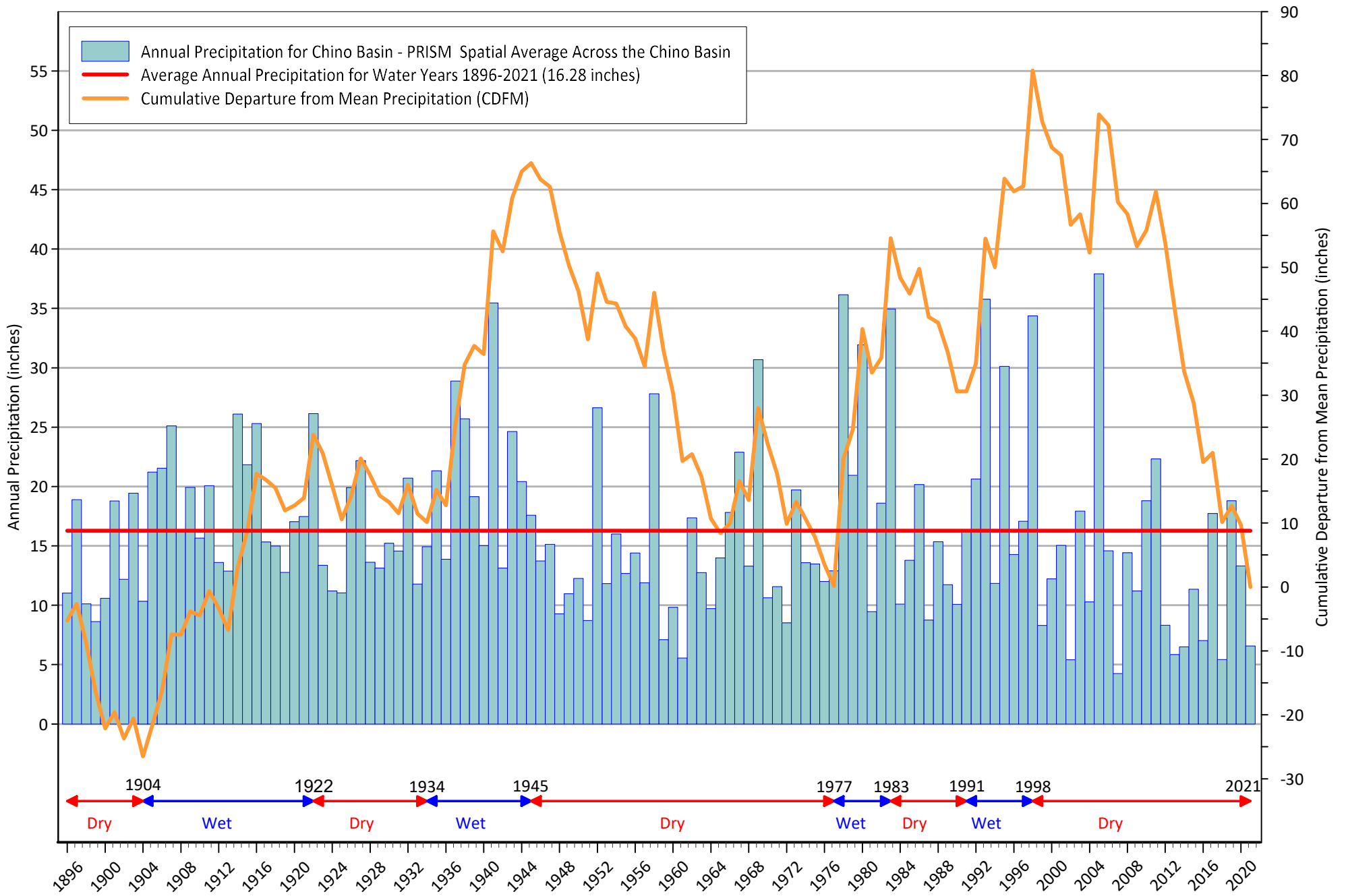
This chart also shows a complete record of atmospheric carbon dioxide (CO₂) concentrations assembled from multiple sources:

- Values prior to 1959 were estimated from an analysis of the Law Dome DE08 and DE08-2 ice cores in Antarctica. (Acquired from the Carbon Dioxide Information Analysis Center, <http://cdiac.ornl.gov/trends/co2/lawdome.html>. Accessed on June 6, 2017).
- Values after 1959 are from measured CO₂ concentration data at the Mauna Loa Observatory in Hawaii. (Acquired from the National Oceanic and Atmospheric Association's Earth Systems Research Laboratory, <https://www.esrl.noaa.gov/gmd/ccgg/trends/full.html>. Accessed on March 22, 2022).



The time history of atmospheric CO₂ concentrations shows a slight increasing trend from about 290 parts per million (ppm) in the late 1890s to about 310 ppm in 1950. After 1950, the CO₂ concentration shows an amplified increasing trend and exceeds 400 ppm by 2015.

From 1896 to 2021, the growing-season maximum temperature fluctuates between 80° F to 86° F and does not appear to have a prominent long-term increasing or decreasing trend. From 1896 to 2021, the growing-season minimum temperature fluctuates between 49° F to 59° F and has an increasing trend starting in 1950 of about five degrees Fahrenheit through 2021. This increasing trend in the growing-season minimum temperature beginning 1950 appears to correlate with the increase in atmospheric CO₂ concentrations. The five-year moving averages of both the growing-season minimum and maximum temperatures display an increasing trend over the recent six-year period of 2013-2018 and in 2018 had the highest calculated values over the entire period of record. In 2021, the growing-season minimum and maximum temperatures and the five-year moving averages all decreased from the previous period with the highest values historically.



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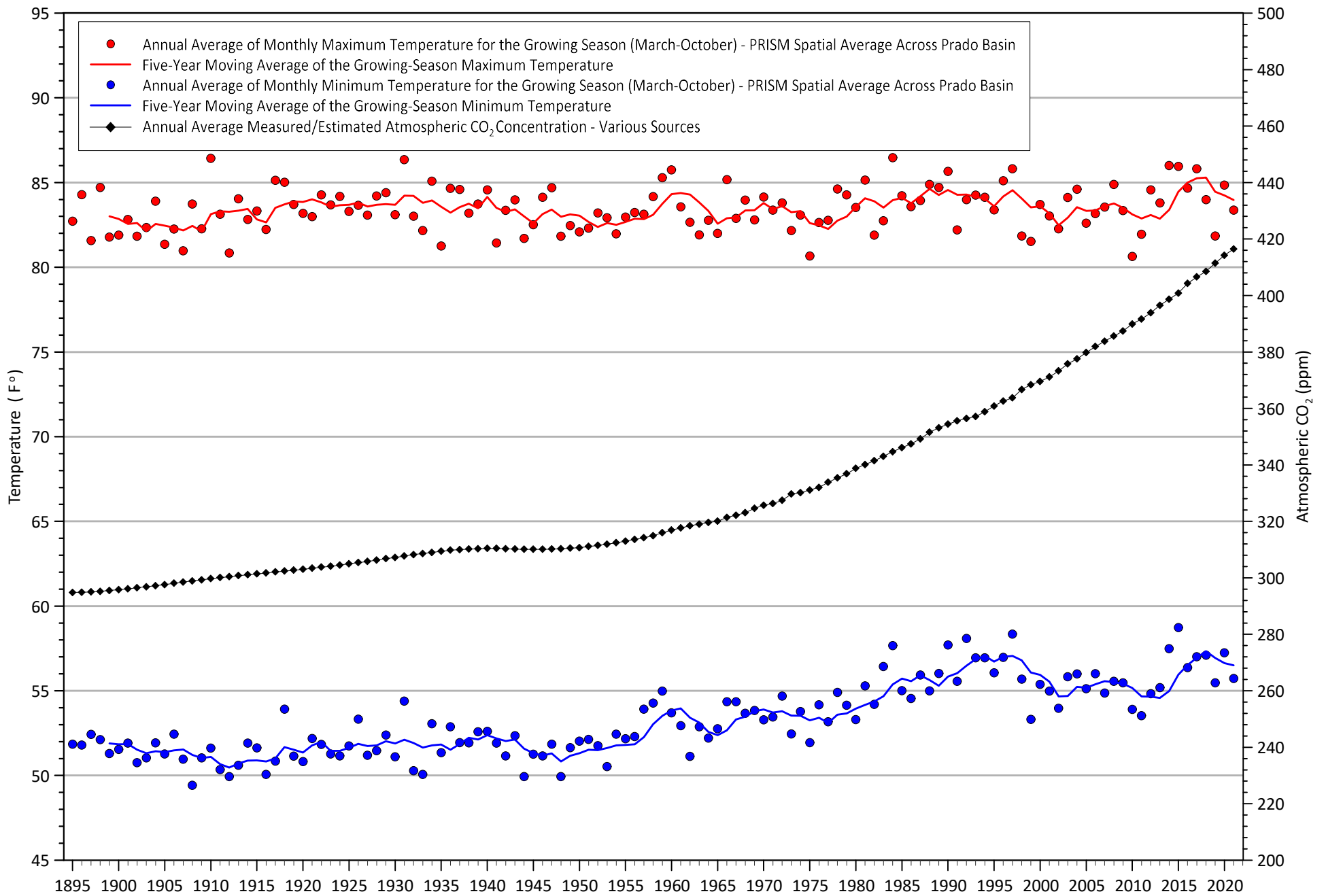
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Prepared for:



Annual Precipitation in the Chino Basin
Water Year 1986 - 2021

Figure 3-14



Prepared by:



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Prepared for:



**Maximum and Minimum Temperature in
Prado Basin
1895-2021
Figure 3-15**



3.4.3 Climate Compared to NDVI

Figures 3-16a through 3-16c are time-series charts that compare long-term trends in precipitation and temperature to trends in the quality of the riparian vegetation, as indicated by NDVI, for three areas in the Prado Basin: Chino Creek, Mill Creek, and the SAR. The period of analysis is 1984-2021—the period of NDVI availability. The upper chart on the figures displays the time series of annual precipitation in Chino Basin, the CDFM precipitation curve, and the five-year moving average for the growing-season maximum and minimum temperatures in the Prado Basin. The lower chart displays the time series of the Average Growing-Season NDVI for the defined areas discussed in Section 3.1 along Chino Creek, Mill Creek, and the SAR. For reference, the Mann-Kendall test results for trends in the Average Growing-Season NDVI for 1984-2021, 1984-2006, and 2007-2021 are shown in the legend.

The observations and interpretations below are focused on recent changes in Average Growing-Season NDVI during 2021 described in Section 3.1 and whether observed trends in temperature and precipitation may be contributing to recent increases in NDVI.

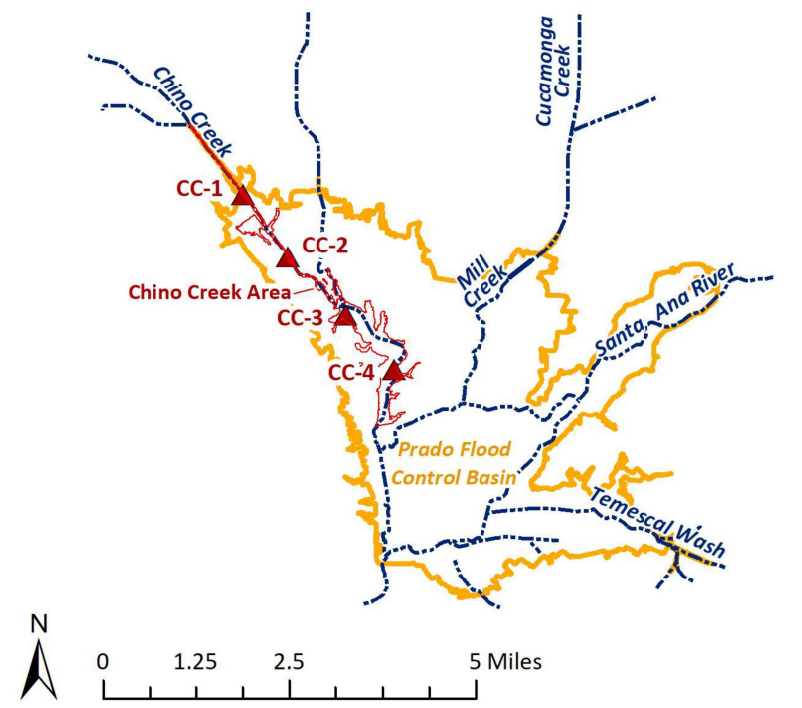
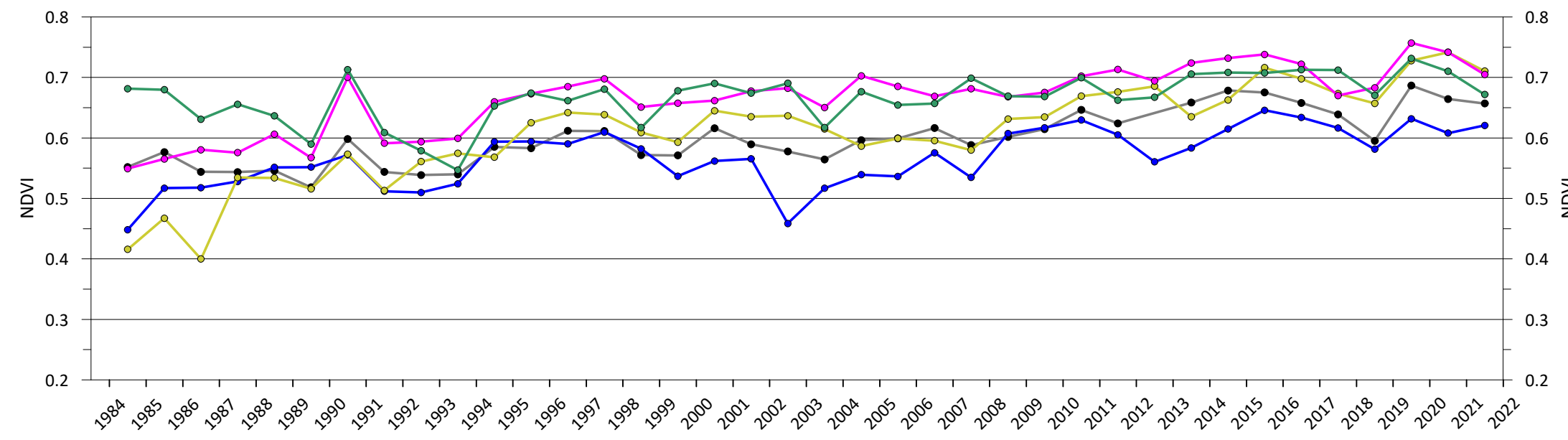
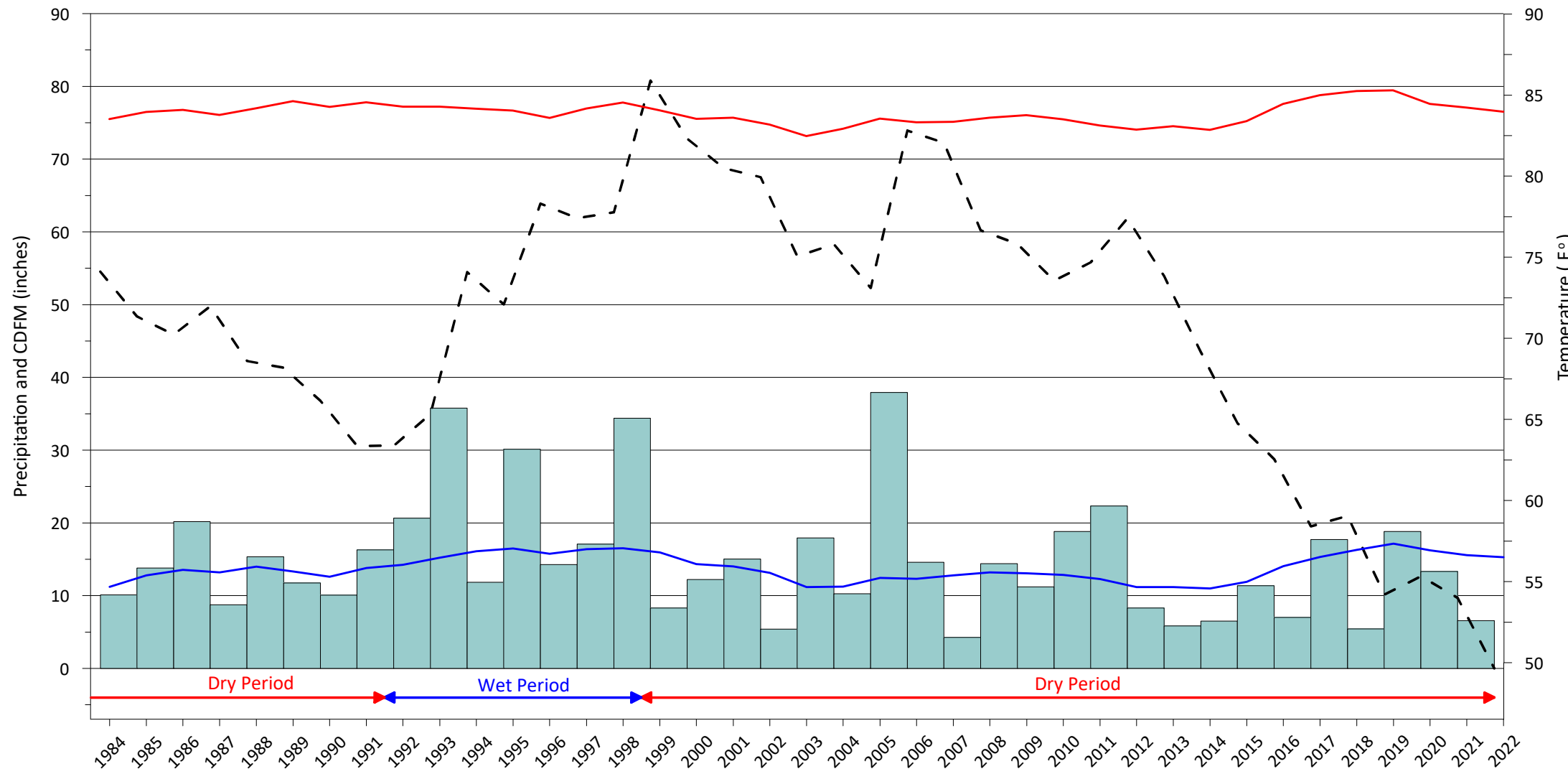
Chino Creek (Figure 3-16a). From 2020 to 2021, Average Growing-Season NDVI for the four areas along Chino Creek decreased at three areas and increased at one area. The Average Growing-Season NDVI for the whole Chino Creek area decreased from 2020 to 2021. For all these areas, the one-year changes in NDVI were relatively minor and within the historical ranges of one-year NDVI variability (see Table 3-2). These recent changes in NDVI occurred during a year of low precipitation of about 10 inches below the long-term average, and slightly lower minimum and maximum temperatures in the Prado Basin than what has occurred the seven prior years. The drier conditions are likely a contributing cause of the slight decreases in the NDVI along Chino Creek. Previous annual reports have observed similar trends with NDVI decreases throughout the Prado Basin in dry years (WEI, 2019). Hence, the main observations and conclusions for the 2020 to 2021 period are that there were very dry and slightly cooler conditions in 2021 and the riparian vegetation did not change significantly along Chino Creek.

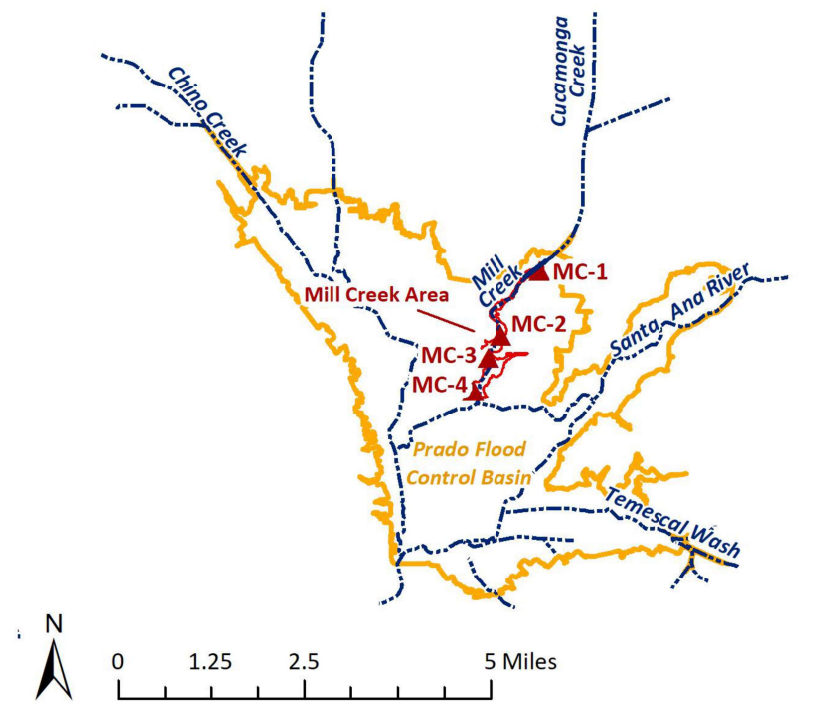
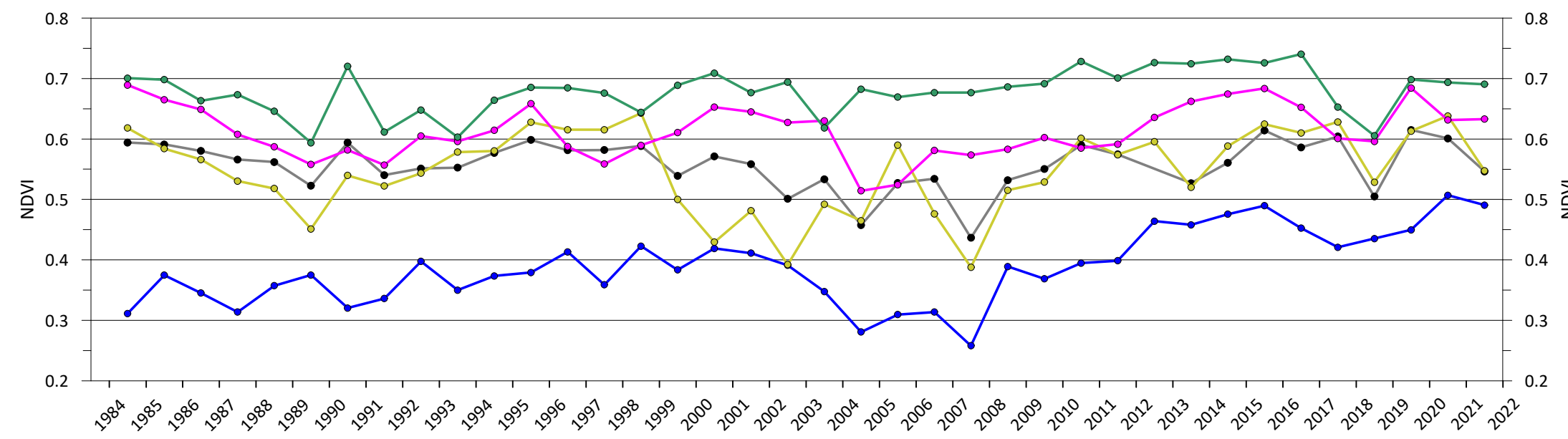
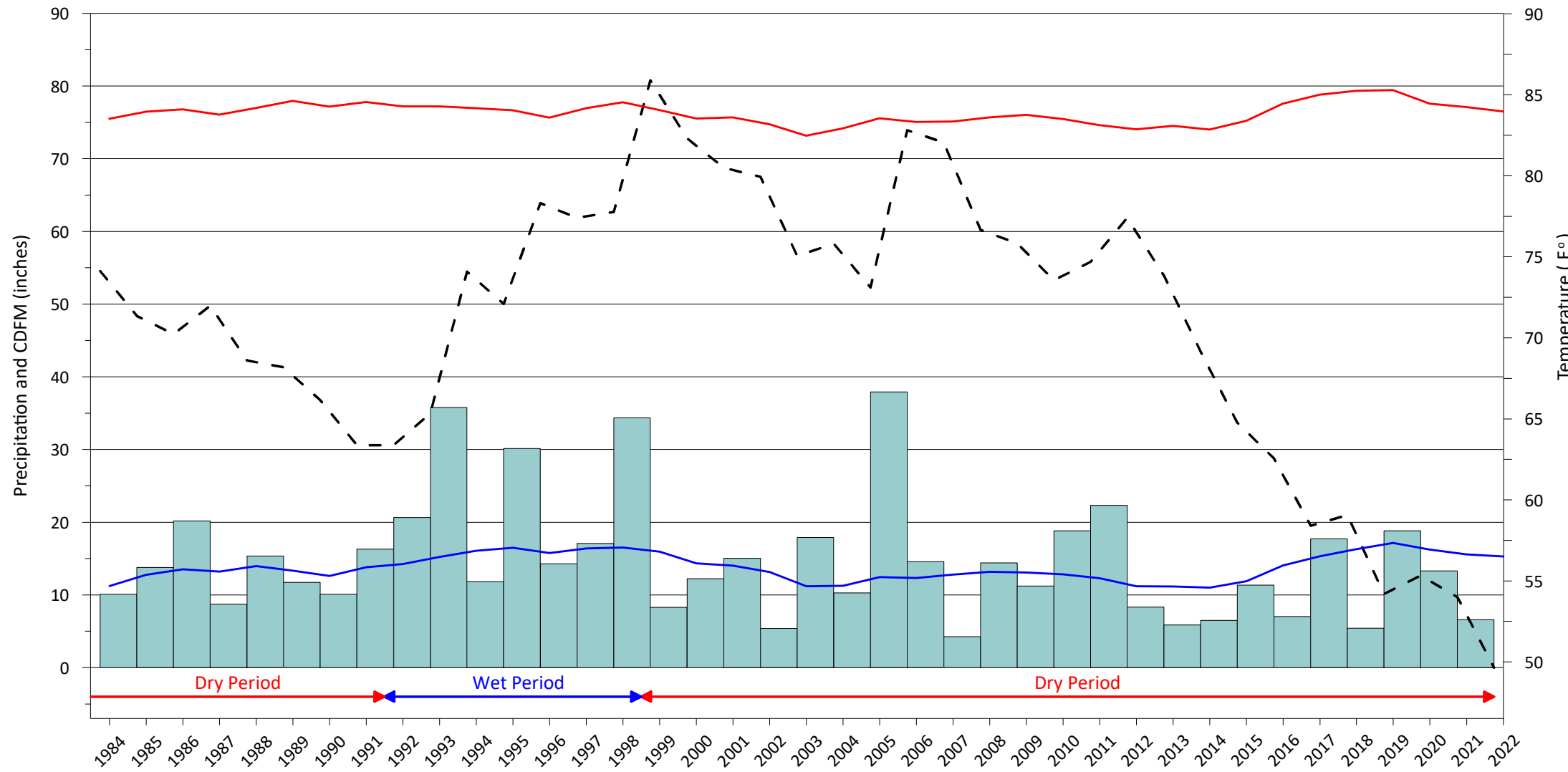
Mill Creek (Figure 3-16b). From 2020 to 2021, the Average Growing-Season NDVI of the four areas along Mill Creek: decreased at two areas and did not change at two areas. The Average Growing-Season NDVI for the whole Mill Creek area decreased from 2020 to 2021. At all the areas, the one-year NDVI changes are within their historical ranges of the one-year NDVI variability (see Table 3-2). However, the air photo for the MC-2 area shows a notable decrease in green vegetation. These recent changes in NDVI and vegetation occurred during a year of below-average precipitation and slightly lower minimum and maximum temperatures. The drier conditions are likely a contributing cause of the slight decreases in the NDVI observed along Mill Creek. Previous annual reports have observed similar trends with NDVI decreases throughout the Prado Basin in dry years (WEI, 2019). Hence, the main observations and conclusions for the 2020 to 2021 period are that there were slightly cooler and drier conditions and the riparian vegetation did not change significantly along Mill Creek, except in the area near MC-2. The decrease in the green vegetation observed at MC-2 is likely not caused by the drier and slightly cooler conditions during 2021 and is likely related to some other factor.

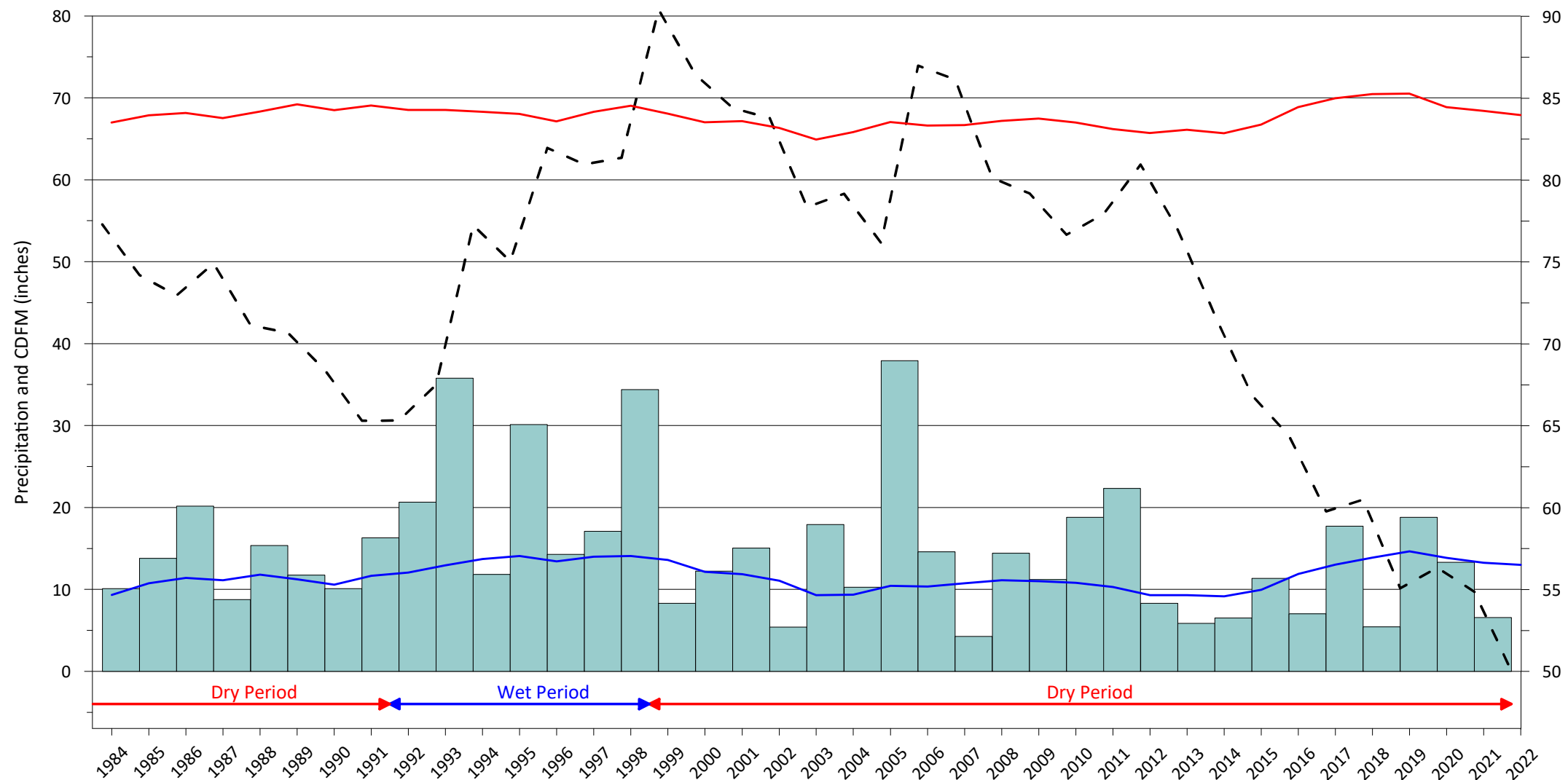
Santa Ana River (Figure 3-16c). From 2020 to 2021, the Average Growing-Season NDVI decreased at all four areas along the SAR. For two of these areas, the one-year NDVI changes were relatively minor and within the historical ranges of one-year NDVI variability (see Table 3-2). These changes occurred during a year of below-average precipitation and slightly lower minimum and maximum temperatures. The drier conditions are likely a contributing cause of the slight decreases in the NDVI observed along the SAR. Previous annual reports have observed similar trends with NDVI decreases throughout the Prado Basin in



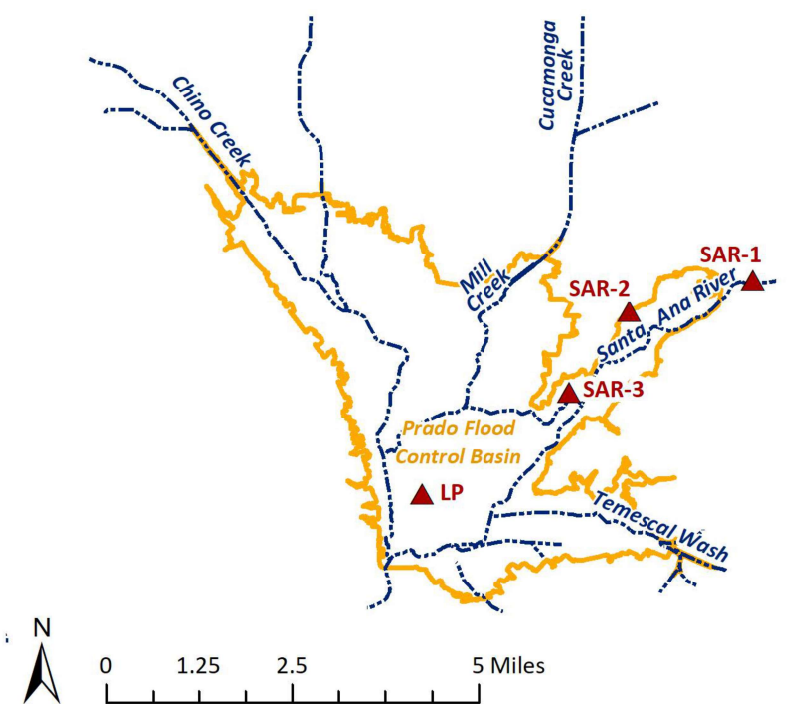
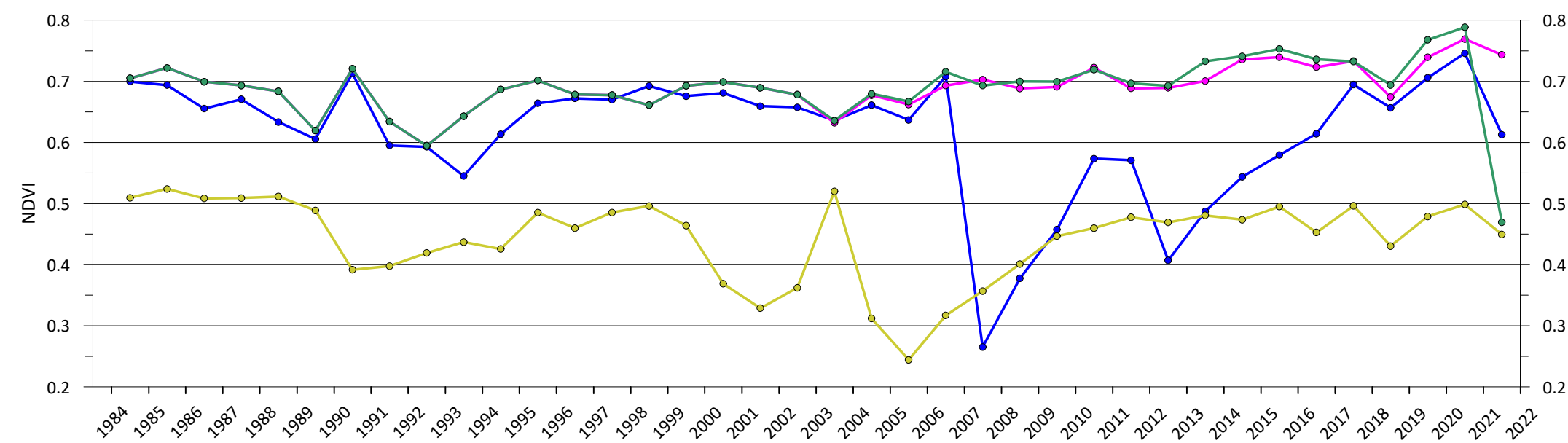
dry years (WEI, 2019). Hence, the main observations and conclusions for the 2020 to 2021 period are that there were slightly cooler and drier conditions and the riparian vegetation did not change significantly along the SAR, except in the LP and SAR-1 areas. The decreases in the green vegetation observed at the LP and SAR-1 areas are likely not caused by the drier and slightly cooler conditions during 2021 and are related to some other factor.







- Precipitation**
- - - Cumulative Departure from Mean (CDFM) Precipitation (PRISM Spatial Average Across Chino Basin)
 - Annual Precipitation - PRISM Spatial Average Across Chino Basin
- Temperature**
- Five-Year Moving Average of the Growing-Season Maximum Temperature for Prado Basin
 - Five-Year Moving Average of the Growing-Season Minimum Temperature for Prado Basin
- Average Growing Season NDVI for Areas Along Santa Ana River - (Mann-Kendall Trend Result for 1984-2021; 1984-2006; 2007-2021)**
- SAR-1 (No Trend; No Trend; Increasing)
 - SAR-2 (No Trend; Decreasing; Increasing)
 - SAR-3 (Increasing; No Trend; Increasing)
 - Lower Prado (Increasing; No Trend; No Trend)





3.5 Stream Discharge and Its Relationship to the Riparian Habitat

Stream discharge in the SAR and its tributaries that flow through the Prado Basin is a factor that can affect the extent and quality of Prado Basin riparian habitat. Stream discharge can recharge the groundwater system along losing stream reaches and supply water through the groundwater system to riparian vegetation. Stream discharge is also important to fauna living within the stream system. Flooding events and flood-control/water-conservation operations at Prado Dam can scour and inundate areas of the riparian habitat and potentially cause adverse impacts.

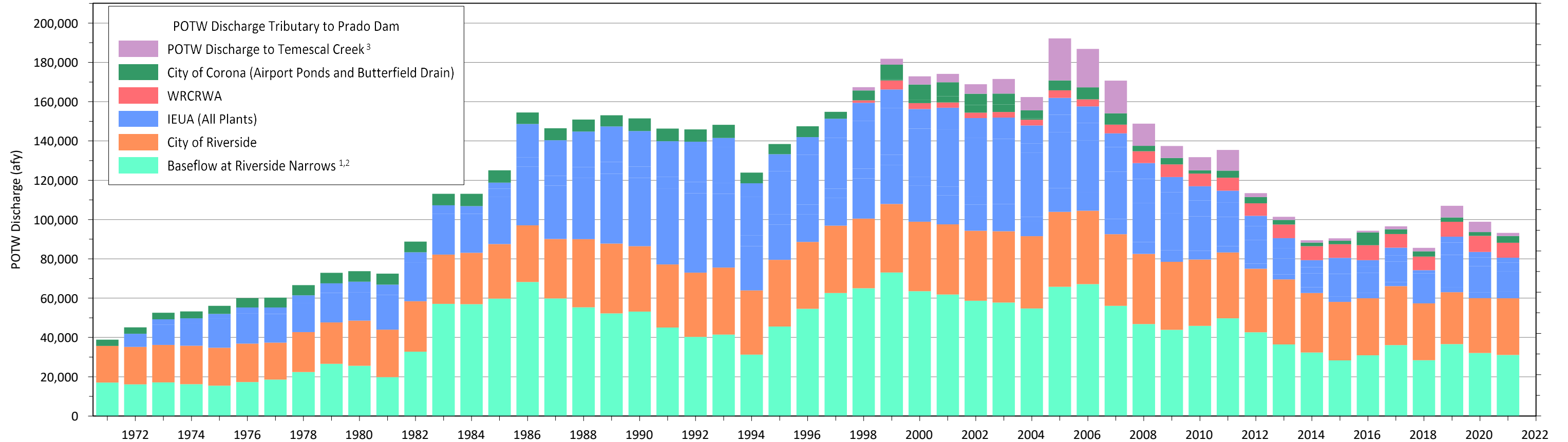
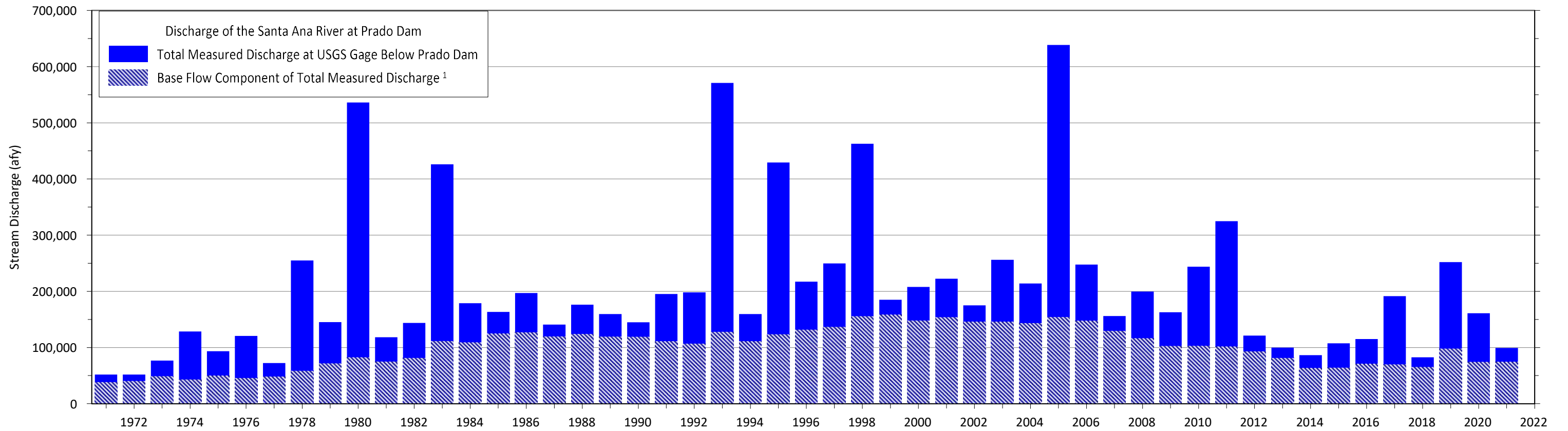
This section characterizes the time series of stream discharge within the Prado Basin and compares that time series to trends in the extent and quality of the riparian habitat, as indicated by NDVI, to help determine whether changes in stream discharge have influenced the riparian habitat in the Prado Basin.

3.5.1 Stream Discharge

There are three primary components of stream discharge in the SAR and its tributaries: storm discharge, non-tributary discharge, and base-flow discharge. Storm discharge is rainfall runoff. Non-tributary discharge typically originates from outside the watershed, such as imported water discharged from the OC-59 turnout on San Antonio Creek. Base-flow discharge, as used herein and by the Santa Ana River Watermaster (SARWM), includes tertiary-treated wastewater discharge from POTWs, rising groundwater, and dry-weather runoff. Figure 3-17 includes time-series charts that summarize important annual discharges within the upper SAR watershed that are tributary to Prado Dam from water years 1971 to 2021 (SARWM, 2022). The upper chart on Figure 3-17 characterizes the annual outflow from the Prado Basin as total measured SAR discharge at USGS gage *SAR at below Prado Dam*. The upper chart also shows the base-flow component of total measured discharge as estimated by the SARWM. This chart shows that base-flow discharge declined from about 154,000 afy in 2005 to an average of about 74,000 afy over the period 2012-2021. The decline in base-flow discharge is primarily related to declines in POTW effluent discharges that are tributary to Prado Basin. In WY 2021, the total discharge at below Prado Dam was below average and base-flow discharge was average, following a wet year in WY 2019 and 2020:

- **Total Discharge at below Prado Dam in WY 2021.** Total discharge in WY 2021 was about 99,200 af, which is about 36,100 afy less than the average total discharge over the previous nine years (2012 to 2020), and a 61,800 afy decrease from total discharge in WY 2020.
- **Base-Flow Discharge at below Prado Dam in WY 2021.** Base-flow discharge was about 74,500 afy, which is about 1,100 afy less than the average base-flow discharge over the previous nine years (2012 to 2020), and about 100 afy less than base-flow discharge in WY 2020.

The lower chart on Figure 3-17 shows the combined POTW discharges that are tributary, at least in part, to Prado Dam. The POTW discharges declined from about 192,000 afy in 2005 to an average of about 97,400 afy for the last nine years (2012-2020). This decrease is mostly attributed to decreases in effluent discharge from the IEUA and the POTWs that discharge to Temescal Creek. The post-2005 decrease in POTW effluent discharge was caused by increased recycled-water reuse, decreased water use due to the economic recession that began in 2008, and the implementation of emergency water-conservation measures during the recent drought since 2012. In WY 2021, POTW discharge was about 93,200 afy, which is about 4,200 afy less than the average POTW discharge over the previous nine years, and about 5,700 afy less than POTW discharge in WY 2020.



¹ Data are interpretations of the Santa Ana River Watermaster as published in their Annual Reports.

² Baseflow at Riverside Narrows includes POTW discharge from RIX and Rialto plants, rising groundwater, and dry weather runoff

³ Includes discharge from EVMWD, EMWD, and LLWD plants

Prepared by:



WEST YOST - K:\Clients\941 Chino Basin Watermaster\00-00-00 Master\PE1 - Data_Monitoring\GRAPHER\GRF\Prado\AnnualR\Figure 3-17_SW Discharge_Prado.grf - Ihdley - 5/3/2022

Prado Basin Habitat Sustainability Committee
2021 Annual Report

Prepared by:



Discharge Tributary to Prado Dam
Water Year 1960-2021



3.5.2 Stream Discharge Compared to NDVI

Figures 3-18a through 3-18c are time-series charts that compare long-term trends in stream discharge to trends in the quality of the riparian vegetation, as indicated by NDVI, for three areas in Prado Basin: Chino Creek, Mill Creek, and the SAR. The period of analysis for these charts is 1984-2021—the period of NDVI availability. The upper chart on the figures displays the annual volumes of measured discharge to each stream during the growing season (March-October), including: measurements at USGS gaging stations located upstream of the Prado Basin and POTW discharges.¹⁷ The lower chart displays the time series of the Average Growing-Season NDVI for defined areas, as discussed in Section 3.1, along Chino Creek, Mill Creek, and the SAR. For reference, the Mann-Kendall test results for trends in the Average Growing-Season NDVI for 1984-2021, 1984-2006, and 2007-2021 are shown in the legend.

The observations and interpretations below are focused on the recent (2021) changes in Average Growing-Season NDVI, as described in Section 3.1, and whether observed trends in surface-water discharge may be contributing to recent changes in NDVI.

Chino Creek (Figure 3-18a). Chino Creek is a concrete-lined, flood-control channel that transitions into an unlined stream channel at the Prado Basin boundary and flows south to merge with Mill Creek and the SAR behind Prado Dam (see Figure 2-3). The upper chart on Figure 3-18a shows discharge in Chino Creek during the growing season, including: measured discharge at USGS gage *Chino Creek at Schaefer* and the POTW discharges downstream of the USGS gage, including discharges from the IEUA Carbon Canyon, RP-2, RP-5, and RP-1 plants. Measured discharge at *Chino Creek at Schaefer* includes storm-water and dry-weather runoff in the concrete-lined channel upstream of the IEUA discharge locations and imported water discharge from the OC-59 turnout. Discharges not characterized in this figure are storm-water runoff, dry-weather runoff, and rising-groundwater discharge downstream of the *Chino Creek at Schaefer* gage. From 1984 to 2021, discharge in Chino Creek during the growing season progressively increased through 1999 and then decreased. The decreasing trend in growing-season discharge since about 1999 was caused by dry climatic conditions, water conservation in response to drought, and decreases in effluent discharge from the IEUA plants. During the recent eight-year period, from 2013 to 2020, growing-season discharge in Chino Creek averaged about 7,900 afy. In 2021, growing-season discharge was about 7,100 afy, which is about 900 af less than the average growing-season discharge over the last nine years, and about 1,900 af less than growing-season discharge in 2020. This decrease in growing-season discharge in Chino Creek during 2021 is mostly attributed to decreases in the storm-water/dry-weather runoff.

From 2020 to 2021, Average Growing-Season NDVI at the four areas along Chino Creek: decreased at three of the areas and increased at one area. The Average Growing-Season NDVI for the whole Chino Creek area decreased from 2020 to 2021. For all these areas, the one-year NDVI changes were relatively minor and within the historical ranges of one-year NDVI variability (see Table 3-2). These recent changes in NDVI occurred during a year of below-average discharge in Chino Creek. Hence, the main observations and conclusions for the 2021 period are that there were below-average discharge conditions in Chino Creek and the riparian vegetation did not change significantly along Chino Creek.

¹⁷ These charts do not describe other hydrologic processes that affect surface-water discharge within the Prado Basin, including evaporation, evapotranspiration, the infiltration of water along unlined stream segments, and rising groundwater discharge.



Mill Creek (Figure 3-18b). Cucamonga Creek is a concrete-lined flood-control channel and transitions into an unlined stream channel at the Prado Basin boundary, and at that point, its name changes to Mill Creek (see Figure 2-3). The upper chart on Figure 3-18b shows discharge in Mill Creek during the growing season, including: POTW effluent discharge from the IEUA RP-1 plant to Cucamonga Creek and measured discharge downstream at USGS gage *Cucamonga Creek near Mira Loma* (less the RP-1 discharge). The measured discharge at *Cucamonga Creek near Mira Loma* (less the RP-1 discharge) is representative of storm-water and dry-weather runoff in Cucamonga Creek upstream of this gaging station during the growing season. Discharges not characterized on this figure are storm-water runoff, dry-weather runoff, and rising-groundwater discharge downstream of the *Cucamonga Creek near Mira Loma* gage. Also not characterized on this figure is the volume of water diverted from Cucamonga Creek to the Mill Creek Wetlands just north of where Mill Creek begins (see inset map for location of Mill Creek Wetlands). During this next year, all the surface water diversion measurements to the Mill Creek Wetlands will be collected and used to better characterize the discharge in Mill Creek during the growing season. It is likely that the growing-season discharge in the northernmost region of Mill Creek will be about 50 percent less since the Mill Creek Wetlands began operating at full capacity.

From 1984 to 2021, growing-season discharge in Mill Creek progressively increased through 2004 and then decreased. The decreasing trend in growing-season discharge since about 2004 was caused by dry climatic conditions, water conservation in response to drought conditions after 2012, and the decrease in effluent discharge from the IEUA RP-1 plant. During the recent nine-year period from 2012 to 2021 growing-season discharge averaged about 8,800 afy. In 2021, the growing-season discharge was about 10,200 afy, which is about 1,600 af greater than the average growing-season discharge over the last eight years, and about 5,000 af less than growing-season discharge in 2020.

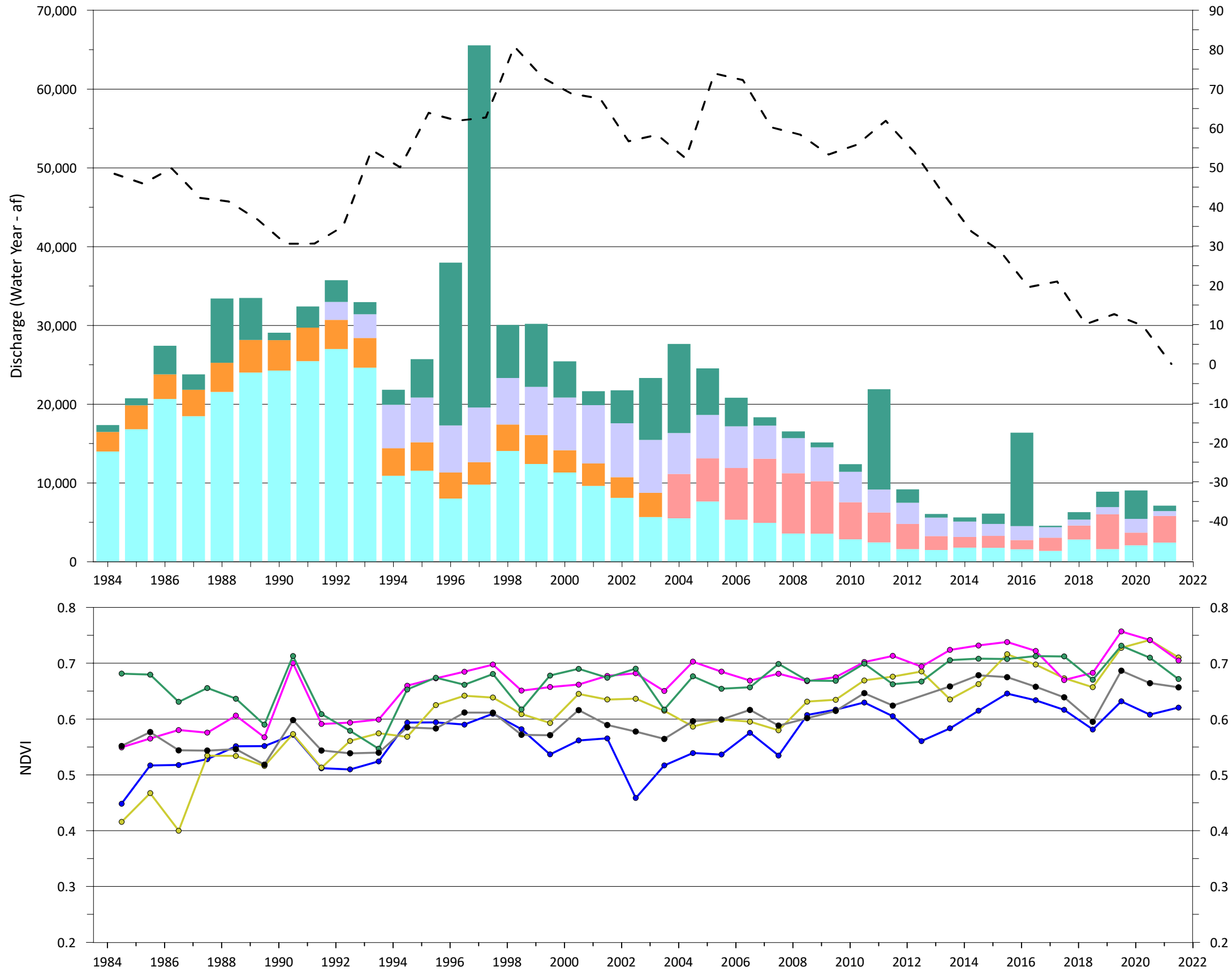
From 2020 to 2021, Average Growing-Season NDVI at the four areas along Mill Creek: decreased at three areas and remained the same at one area. The Average Growing-Season NDVI for the whole Mill Creek area decreased from 2020 to 2021. At all the areas, these recent changes in NDVI are within their historical ranges of the one-year NDVI variability (see Table 3-2). However, the air photos for the MC-2 area shows a notable decrease in green vegetation from 2020 to 2021. These recent changes in NDVI occurred during a year of above slightly above average discharge in Mill Creek, but much lower discharge conditions from the prior year. Hence, the main observations and conclusions for the 2021 period are that there were above average discharge conditions in Mill Creek and the riparian vegetation did not change significantly along Mill Creek, except in the area observed near MC-2. The decrease in NDVI and green vegetation observed at MC-2 is likely not caused by the average discharge conditions in Mill Creek during 2021 but is likely related to some other factor.

Santa Ana River (Figure 3-18c). The SAR is an unlined stream channel from the Riverside Narrows to Prado Dam—its entire reach across the Chino Basin (see Figure 2-3). The upper chart on Figure 3-18c shows the annual growing-season discharge at the USGS gage *Santa Ana River at MWD Crossing* (Riverside Narrows) and the annual growing-season discharges to the SAR downstream of the Riverside Narrows, including POTW effluent from the City of Riverside’s Regional Water Quality Control Plant and the Western Riverside County Regional Wastewater Authority (WRCRWA) plant that is conveyed in an unlined channel (along with a portion of SAR discharge) to the OCWD Wetlands. The measured discharge at the *Santa Ana River at MWD Crossing* gage represents storm-water runoff and base-flow discharge in the SAR upstream of the gaging station at the Riverside Narrows. The base-flow discharge includes POTW discharge from the RIX and Rialto treatment plants, dry-weather runoff, and rising groundwater. Discharges not characterized on this figure are storm-water runoff, dry-weather runoff, and rising-groundwater discharge downstream of the *Santa Ana River at MWD Crossing* gage.



From 1984 to 2011, growing-season discharge in the SAR averaged about 78,100 afy with episodic increases in storm-water discharge during wet years. During the recent nine-year period, from 2012 to 2020, growing-season discharge in the SAR gradually declined and averaged about 48,600 afy. The decreasing trend in growing-season discharge was caused by dry climatic conditions, water conservation in response to drought, and decreasing base flow at the Riverside Narrows. In 2021, the growing-season discharge in the SAR was about 43,400 af, which is about 5,200 af less than the average growing-season discharge during 2012 to 2019, and about 16,500 af less than growing-season discharge in 2020.

From 2020 to 2021, the Average Growing-Season NDVI decreased at all four areas. For two of these areas (SAR-2 and SAR-3), the one-year NDVI changes were relatively minor and within the historical ranges of one-year NDVI variability (see Table 3-2). These changes occurred during a year of below-average discharge in the SAR. The lower discharge conditions are likely a contributing cause of the slight decreases in the NDVI observed along the SAR at SAR-2 and SAR-3. Hence, the main observations and conclusions for the 2020 to 2021 period are that there were lower discharge conditions in the SAR and the riparian vegetation did not change significantly along the SAR, except in the LP and SAR-1 areas. The notable decreases in the green vegetation observed at the LP and SAR-1 areas are likely not caused by the lower discharge conditions during 2021 and are related to some other factor/s.



Annual Discharge Along Chino Creek During the Growing Season (March through October)

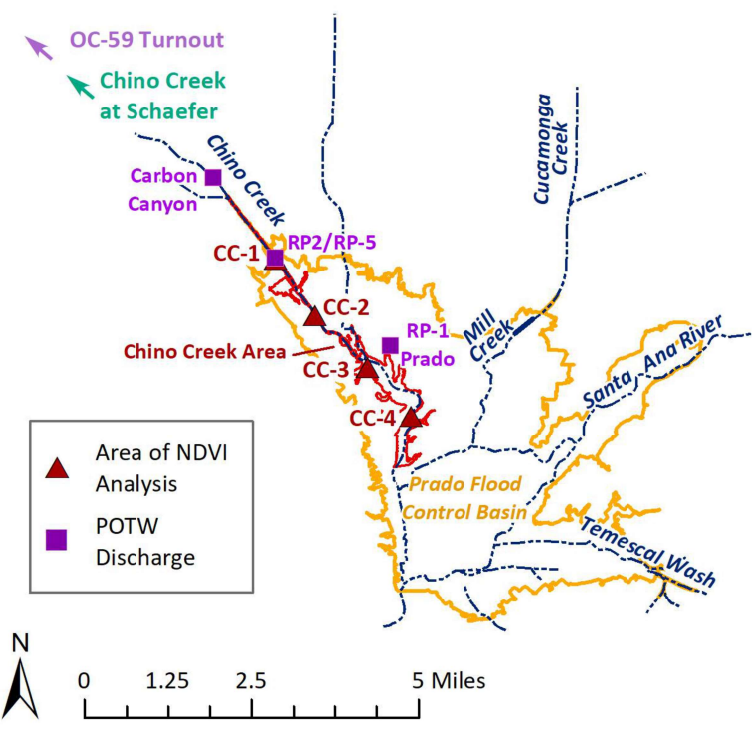
- USGS Gage - Chino Creek at Schaefer (Includes State Water Project Deliveries to Orange County via OC-59 Turnout)
- IEUA Carbon Canyon Effluent Discharge
- IEUA RP-2 Effluent Discharge
- IEUA RP-5 Effluent Discharge
- IEUA RP-1 Prado Effluent Discharge

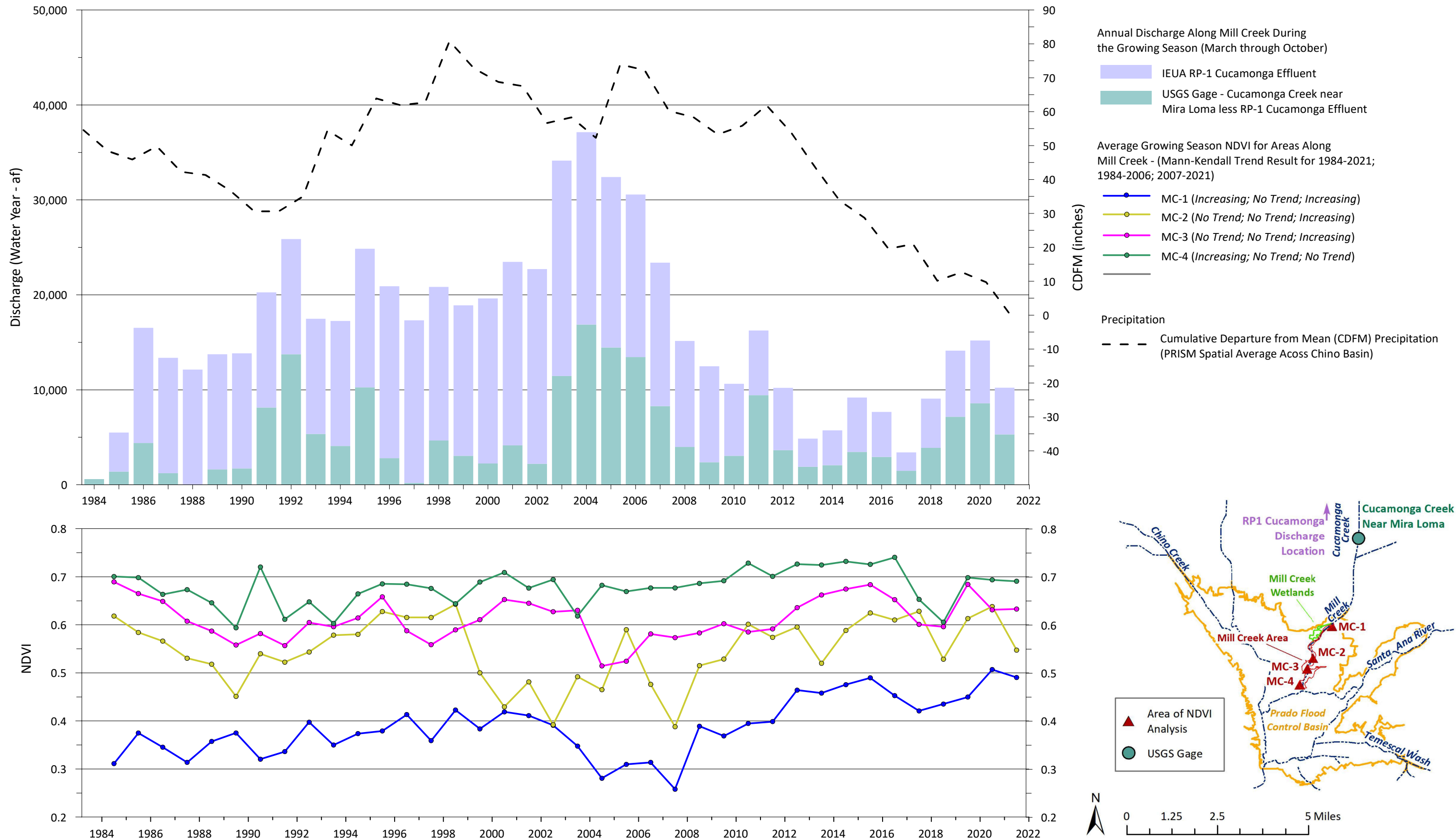
Average Growing Season NDVI for Areas Along Chino Creek - (Mann-Kendall Trend Result for 1984-2021; 1984-2006; 2007-2021)

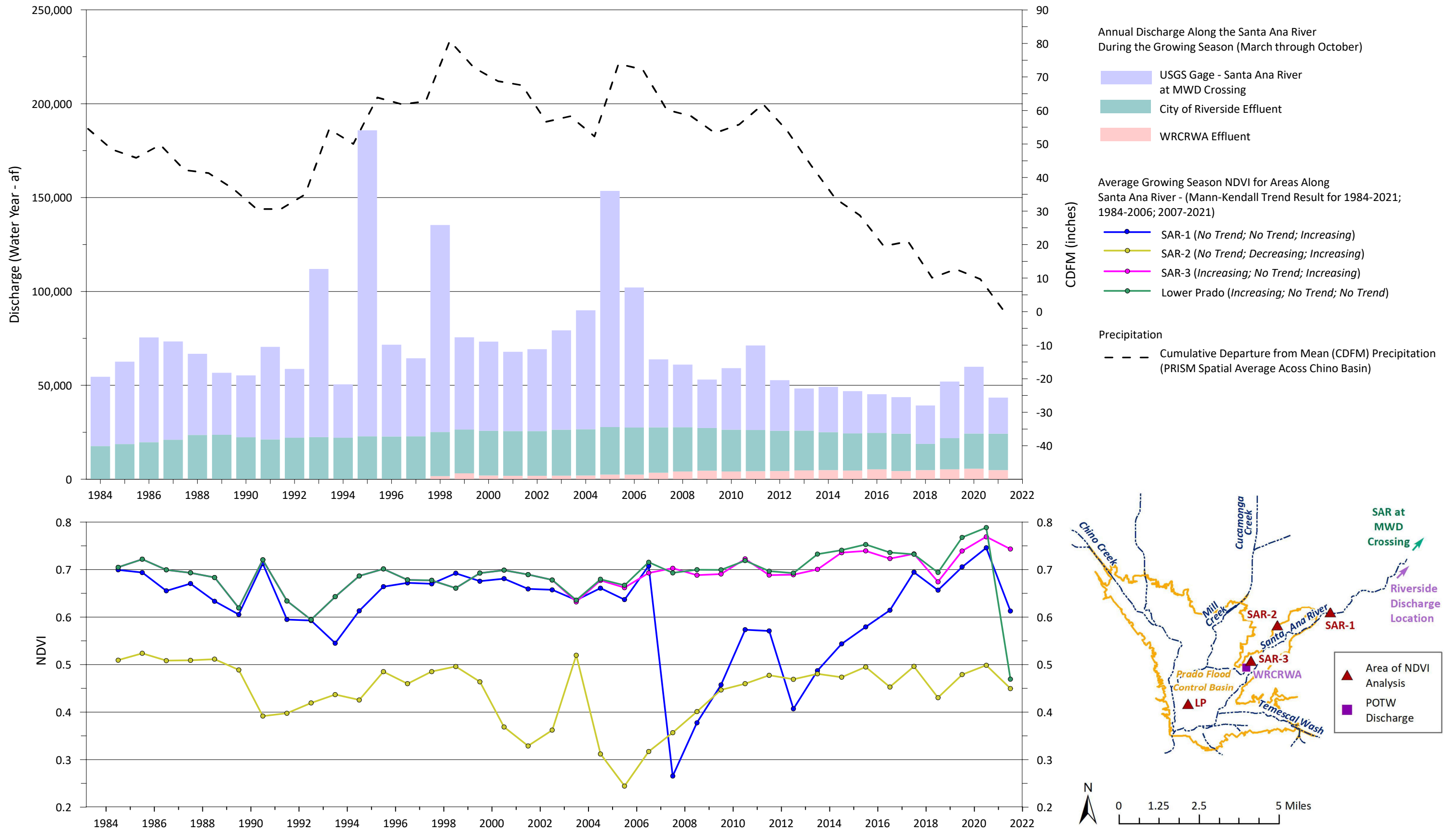
- CC-1 (Increasing; No Trend; No Trend)
- CC-2 (Increasing; Increasing; Increasing)
- CC-3 (Increasing; Increasing; Increasing)
- CC-4 (Increasing; No Trend; Increasing)
- Chino Creek Area (Increasing; Increasing; No Trend)

Precipitation

- Cumulative Departure from Mean (CDFM) Precipitation (PRISM Spatial Average Across Chino Basin)









3.6 Other Factors and Their Relationships to Riparian Habitat

Other factors that can affect the extent and quality of riparian habitat in the Prado Basin analyzed in this Annual Report include wildfire, pests, and Arundo management. These factors are unrelated to Peace II Agreement implementation.

This section characterizes what is known about these factors and compares them to trends in the extent and quality of the riparian habitat to determine their impacts, as characterized by the NDVI.

3.6.1 Wildfire

Available wildfire perimeter data from the FRAP database¹⁸ were compiled within the Prado Basin extent for the period of 1950-2020.¹⁹ The FRAP database shows that wildfires occurred in the Prado Basin in 1985, 1989, 2007, 2015, 2018, and 2020. Figure 3-19a shows the spatial extent of these wildfires, mapped over the 2021 air photo. The most recent wildfire was along the southern portion of the Prado Basin in December 2020. Most of the area impacted by the 2020 wildfire is still identifiable in the air photo by areas of brownish land cover that lack green vegetation. There are still large portions within the 2018 wildfire along the Chino Creek that are areas of brownish land cover with no green vegetation, indicating that this area is still has impacts to the vegetation from the fire. The small LP area, where the recent one-year decline in the Average Growing Season NDVI exceeds the magnitude of any historical one-year change in this area (see Section 3.1), is within the area of the 2020 wildfire. Hence, the most recent wildfire in 2020 is the cause of the decrease in greenness at the LP area in the lower Prado Basin.

Figure 3-19b shows spatial extent of the most recent wildfires in 2015, 2018, and 2020, overlying a side-by-side of the change map of NDVI from 2020 to 2021 and the 2021 air photo for the area along the SAR and lower Prado Basin. The location of these wildfires in 2015, 2018 and 2020 align with the notable areas of NDVI decrease shown on the NDVI change map, the areas of brown land cover in the air photo along the southern Chino Creek and the lower Prado Basin.

Figures 3-20a through 3-20c are time-series charts that explore the relationship between other factors that can impact riparian vegetation and NDVI for three reaches in the Prado Basin: Chino Creek, Mill Creek, and the SAR. The figures show the Average Growing-Season NDVI for 14 defined areas of riparian habitat discussed in Section 3.1 and shown in Figures 3-6, 3-7, and 3-8a through 3-8l. Wildfire occurrences, annotated by date, are shown on the charts if their extent intersects with the extent of the defined area of NDVI analysis. The most recent wildfire in 2020 burned a large portion of the southern region of Prado Basin. The LP area that is within the 2020 wildfire shows a decrease in the Average Growing-Season NDVI of 0.32 following the wildfire. There are other notable declines in the NDVI for some of the defined areas impacted by the 1985, 2007 and 2018 wildfires. And the NDVI time series for the entire vegetation extent in Figure 3-5 shows declines after the recent 2020 fire, and also after the 2018 and 2015 fires which have been described in previous annual reports.

¹⁸ [Link](#) (Website for California Department of Forestry and Fire Protection’s Fire and Resource Assessment Program).

¹⁹ Data is updated in late April for the previous year; 2021 data were not available for this annual report.



3.6.2 Arundo Removal

The OCWD and SAWA²⁰ are the main entities that implement habitat restoration programs, including the removal and management of Arundo in the SAR watershed for the promotion of native habitat for endangered or threatened species. The OCWD and SAWA sometimes work collaboratively with each other on these programs and with other stakeholders in the watershed, such as the USFWS, California Department of Fish and Wildlife (CDFW), ACOE, Regional Board, Counties of Riverside and San Bernardino, and several cities. There are many ongoing programs throughout the Prado Basin for the management and maintenance of riparian habitat that include the management of Arundo. SAWA publishes an annual report on the status of all habitat restoration projects they are involved with in the watershed (SAWA, 2020). Figure 3-21a shows the locations of known areas where habitat restoration activities have occurred recently in the Prado Basin, including the management and removal of Arundo. The current known habitat restoration activities include the area of the 2015 wildfire in the lower Prado Basin area, where the OCWD is controlling the regrowth of Arundo following the 2015 fire, and various patches along the SAR and lower Prado Basin area, where SAWA is leading efforts to remove Arundo between 2019 and 2021. These areas and activities are not inclusive of all activities currently occurring in the Prado Basin but are the known locations identified for the PBHSP where there are current Arundo management activities and notable impacts to vegetation in the PBHSP.

In 2021, there are no identified areas of Arundo removal within the 14 defined areas analyzed in Section 3.1 and shown in Figures 3-6, 3-7, and 3-8a through 3-8l. All of the Arundo removal areas from 2019-2021 are along the SAR and the lower Prado Basin area below the OCWD Wetlands. Figure 3-21b shows spatial extent of the recent Arundo removal and management areas between 2019 to 2021, overlying a side-by-side of the change map of NDVI from 2020 to 2021, and the 2021 air photo for the area along the SAR and lower Prado Basin. The location of these recent Arundo removal and managed areas align with the notable areas of NDVI decrease shown on the NDVI change map and areas of brown land cover in the air photo along the southern Chino Creek and the lower Prado Basin.

3.6.3 Polyphagous Shot Hole Borer

PSHB, from the group known as ambrosia beetles, is a relatively new pest in Southern California. PSHB burrows into trees and introduces fungi that assists in establishing colonies. Infection caused by the fungi can cause a dark stain surrounding the entry holes, discolored bark, leaf discoloration and wilting, and die off of entire branches or trees.

In spring 2016, OCWD biologists observed die off of riparian trees in patches throughout the Prado Basin, especially arroyo and black willows, and confirmed that the cause was from PSHB (ACOE and OCWD, 2017; OCWD 2020). Although PSHB arrived prior to 2016, this was the first notable die off in the Prado Basin. Since 2016, OCWD biologists have noted that the presence of PSHB is widespread throughout the Prado Basin and has reduced tree canopy cover, but tree mortality has remained confined to small local patches (Zemba, R., personal communication, 2018). OCWD biologists observed that the affected trees that had not died were showing signs of severe infestation, exhibiting branch failure, significant staining, and crown sprouting after the upper branches had died back. (ACOE and OCWD, 2017). In infected trees, crown sprouting allows some of the trees to persist, but the PSHB have been observed to attack the recently

²⁰ SAWA is a non-profit agency with a five-member board, consisting of one member from the OCWD and the remaining from four resource conservation districts (RCDs) in the watershed, including the Riverside-Corona RCD, Temecula-Elsinore-Anza RCD, San Jacinto RCD, and Inland Empire RCD.



emerged limbs once they grow to two to three inches in diameter, causing the sprouting to be temporary. The die back and crown sprouting has resulted in a reduction of canopy in many areas (OCWD, 2020). Canopy loss in heavily infested areas may allow faster-growing invasive non-native species to colonize and out-compete native trees and shrubs in the understory (OCWD, 2020).

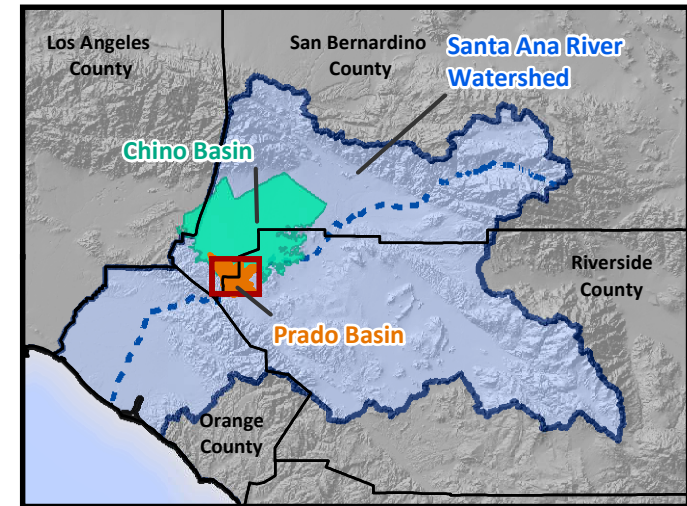
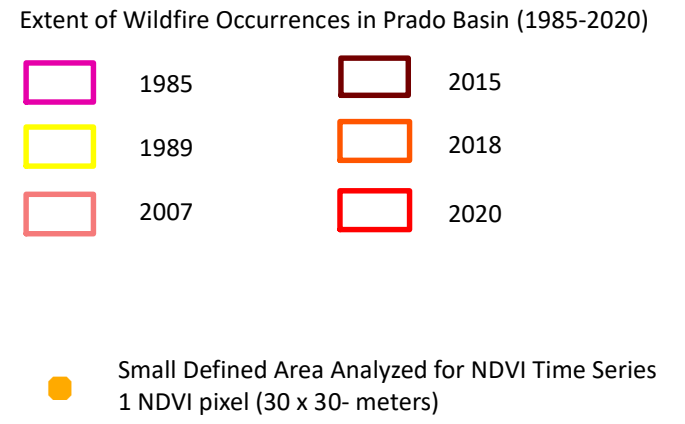
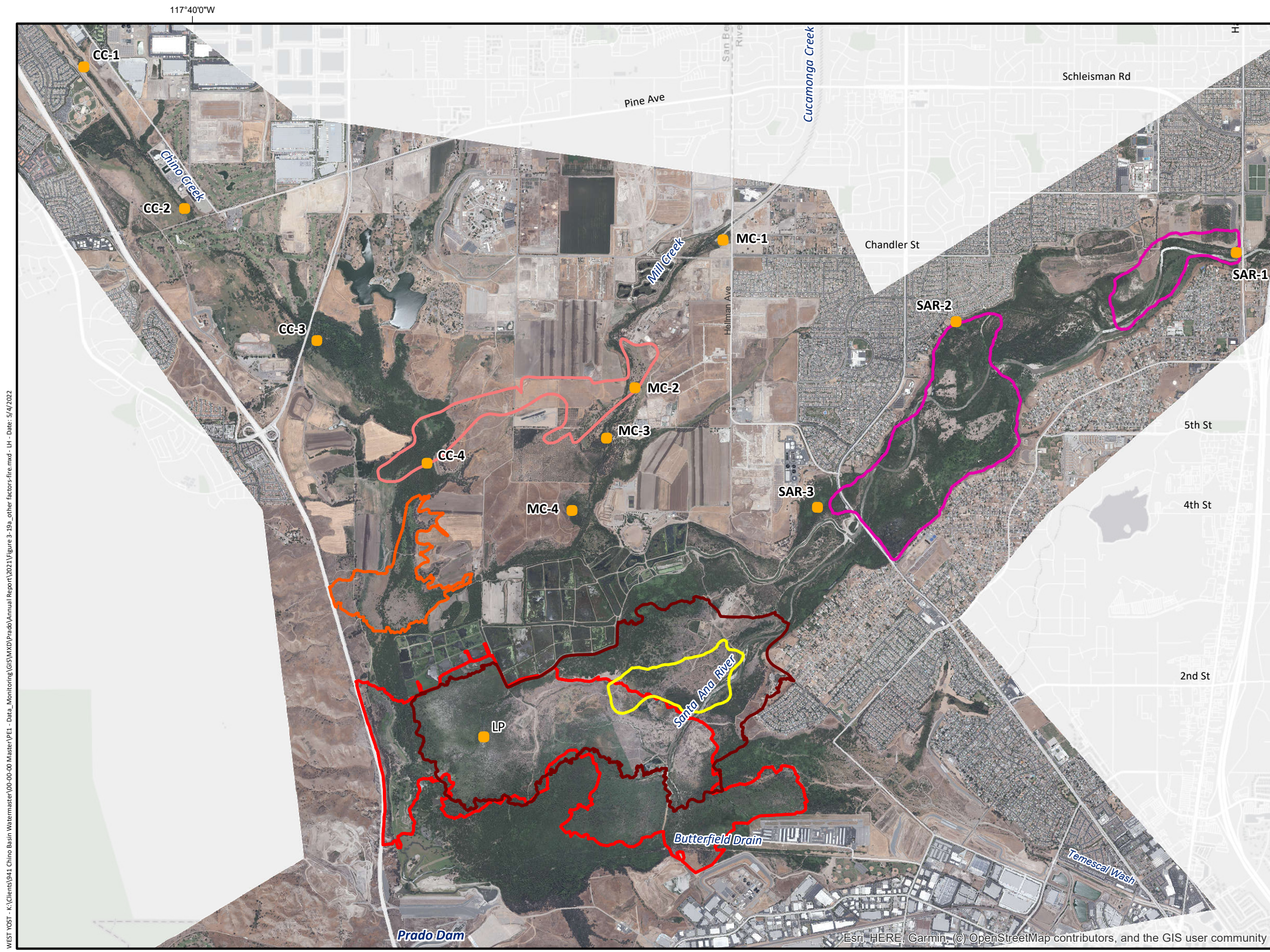
In 2016 and 2017, OCWD biologists in the Prado Basin worked with the University of California, Riverside, the USFWS, and SAWA to actively monitor the occurrence and impact of PSHB within Prado Basin riparian habitat. These agencies conducted studies on how to potentially protect certain areas of the Prado Basin from PSHB using attractants and deterrents; however, there were too many trees to effectively protect the entire forest (Zemba, R., personal communication, 2018). Traps were placed throughout the lower portion of Prado Basin and along the SAR by the OCWD and SAWA. The total number of PBHB beetles trapped at each location between August 2016 and April 2017 ranged from seven to 2,092.

Figure 3-21a shows the locations where the presence of PSHB has been documented within the Prado Basin from 2016 to 2019 by: PSHB traps deployed by the OCWD and SAWA between August 2016 and April 2017; and the USBR vegetation surveys performed in 2016 and 2019.

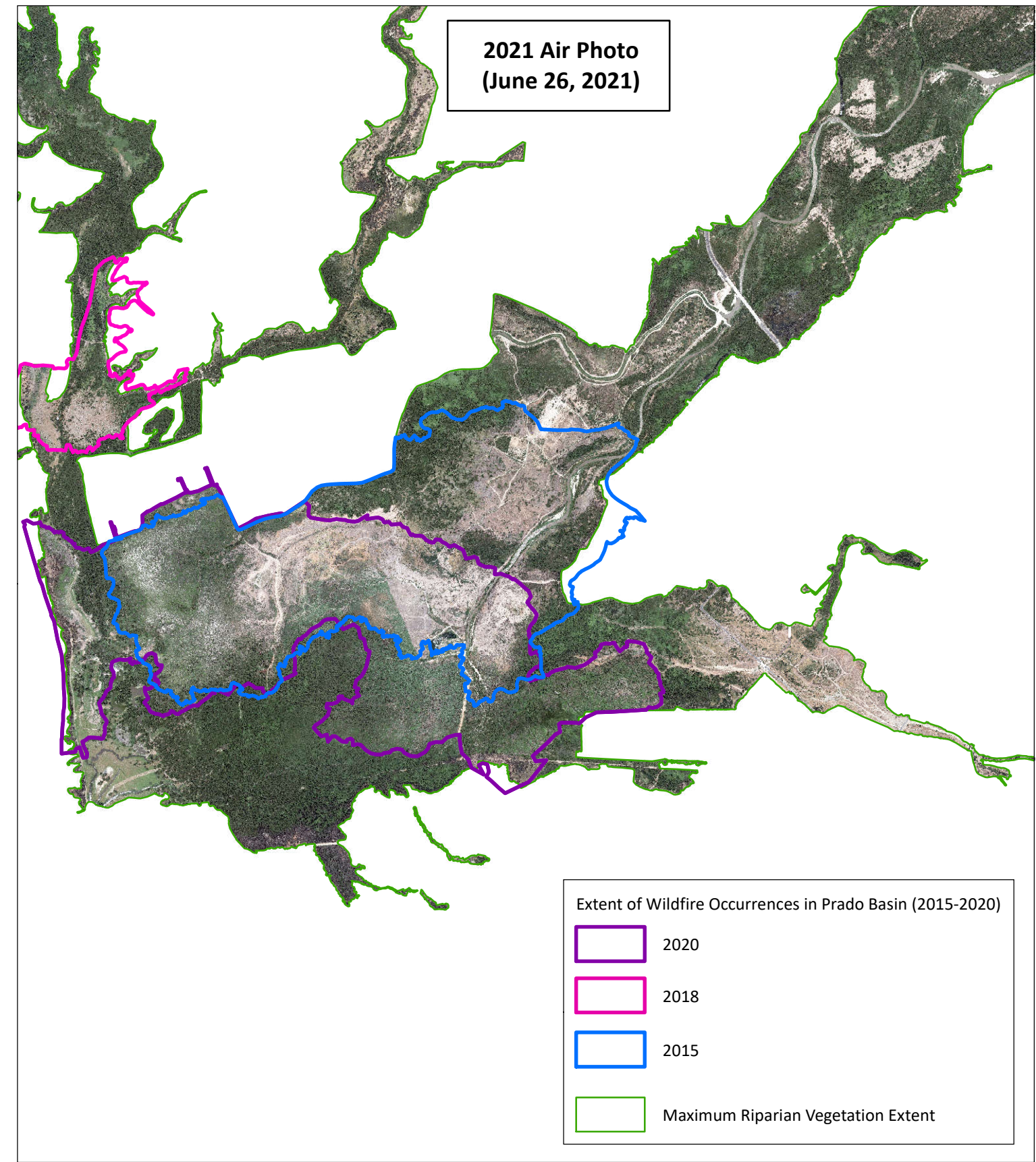
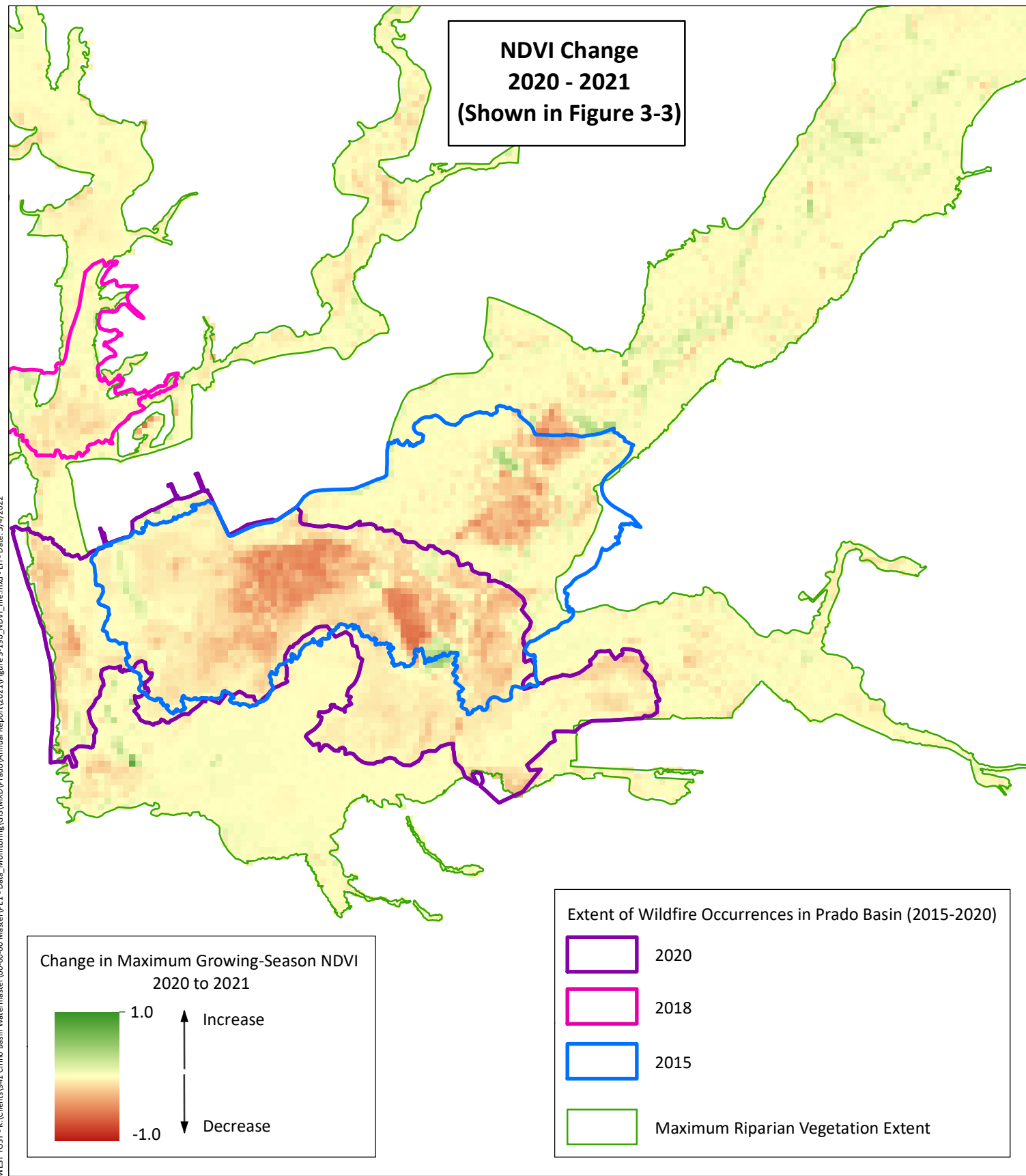
During the 2016 USBR vegetation surveys, the presence of the PSHB was identified at 30 of the 37 survey sites. At these sites, all the trees identified with the presence of PSHB were noted as “stressed,” except one which was noted as “dead.” The 2016 USBR surveys were the first site-specific surveys that documented the presence and abundance of PSHB for the PBHSP.

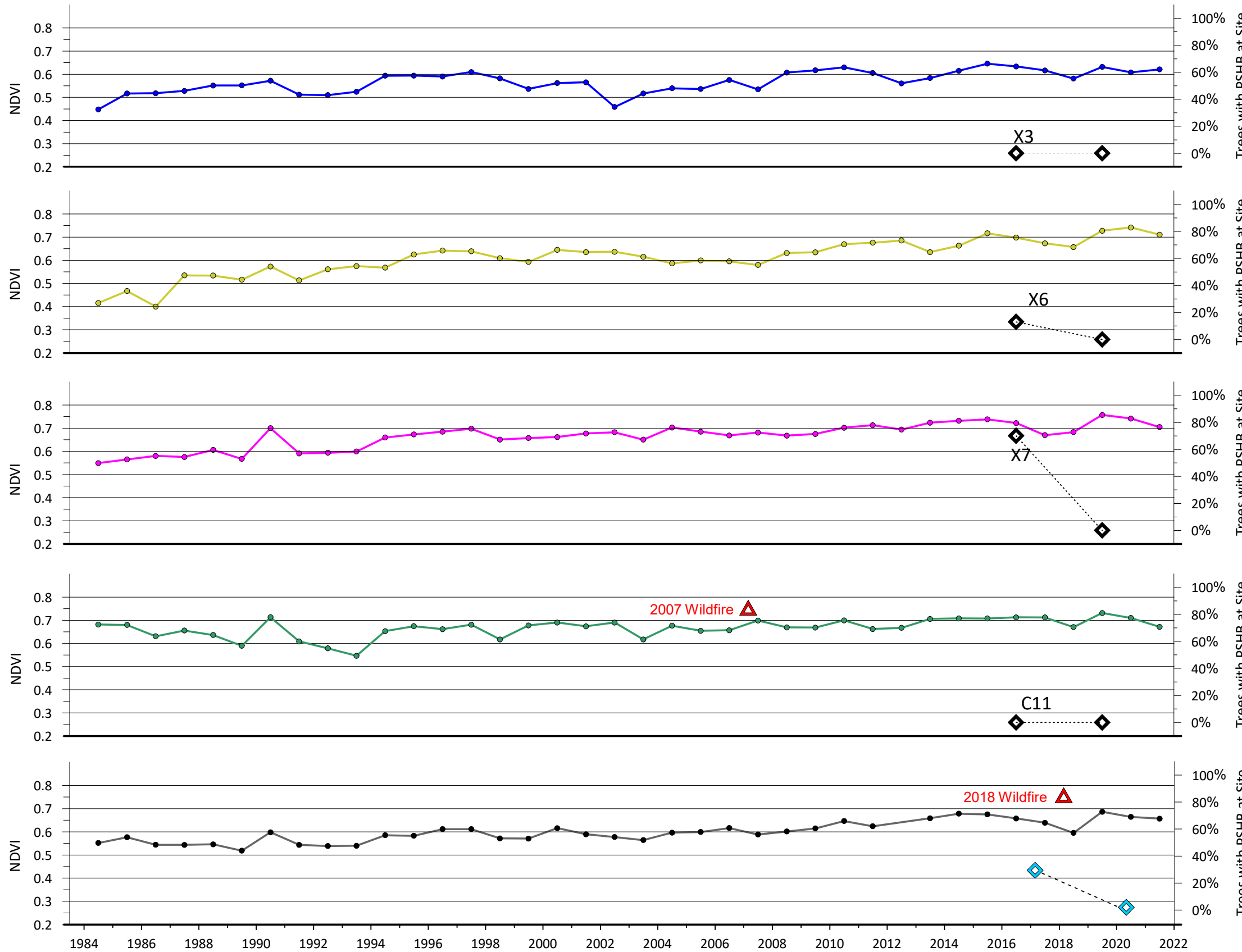
During the 2019 USBR vegetation surveys, the presence of the PSHB was identified at only seven of the 30 sites that were originally identified with PSHB presence in 2016—a 61 percent decrease. In 2019, the presence was only noted at sites along Chino and Mill Creeks; no presence was noted at sites along the SAR. The percentage of trees with the noted presence of the PSHB decreased from 28 to three percent at sites along Chino Creek; and decreased from 57 to nine percent at sites along Mill Creek. OCWD biologists have suggested that the wet year of 2019 may have allowed the riparian trees to better resist PSHB burrowing and fungal disease impacts (USBR, 2020). The reduced presence of the PSHB from 2016 to 2019 correlated to less stressed trees at each of the survey sites; however, the PSHB had an adverse impact from 2016 to 2019, as evidenced by the increased percentage of dead trees and some reductions in percent canopy cover at the survey sites (see Table 3-3 and the 2019 Annual Report Section 3.6.2).

Figures 3-20a through 3-20c are time-series charts that explore the relationship between PSHB occurrence and NDVI for three reaches in Prado Basin: Chino Creek, Mill Creek, and the SAR. These figures show the Average Growing-Season NDVI for 14 defined areas of riparian habitat discussed in Section 3.1 and shown in Figures 3-6, 3-7 and 3-8a through 3-8l. For each defined area, the percentage of infected trees relative within each survey site that is within the area are plotted on the charts. At all of these sites, the percentage of trees impacted decreased from 2016 to 2019, and the Average Growing-Season NDVI in the nearby defined areas increased from 2018 to 2020. These observations indicate that the reduced presence of the PSHB in 2019 is a contributing cause of the observed increases in NDVI along Chino Creek, Mill Creek, and the SAR.



WEST_YOST - K:\Clients\941_Chino Basin Watermaster\00-00-00_Master\PE1 - Data_Monitoring\GIS\MXD\Prado\Annual Report\2021\Figure 3-19b_NDVI_fire_mwd - LH - Date: 5/4/2022

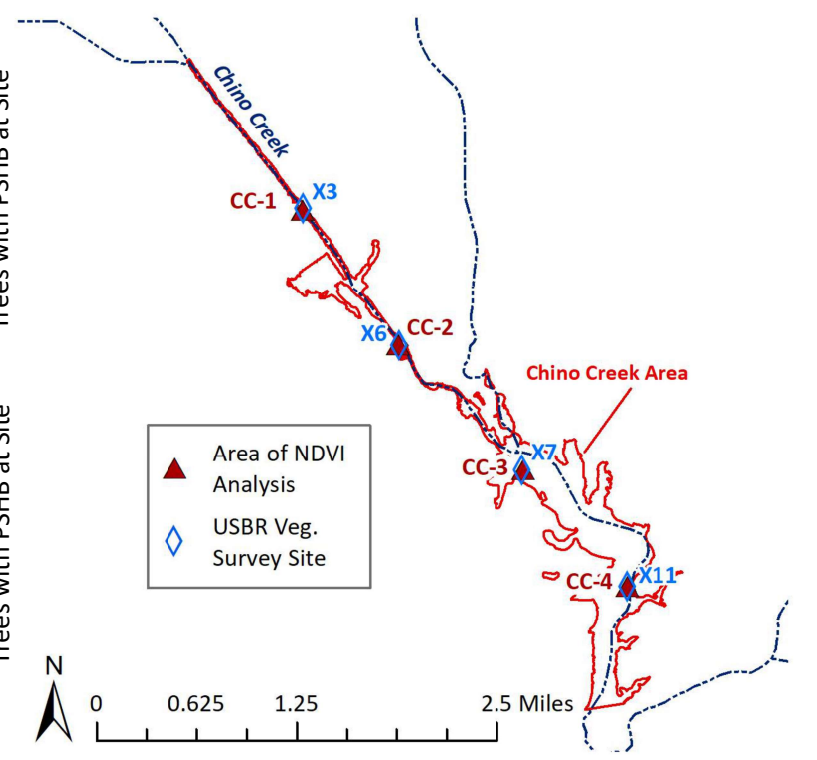


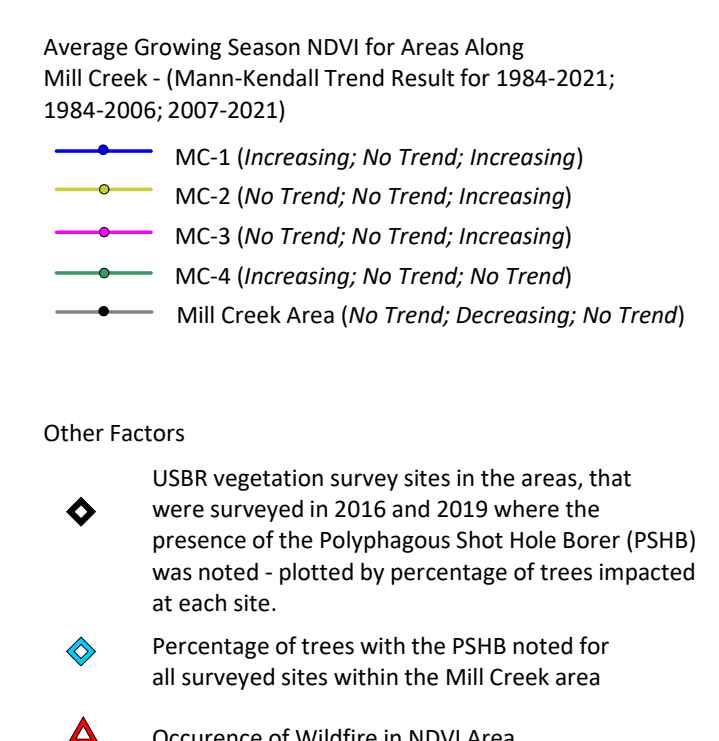
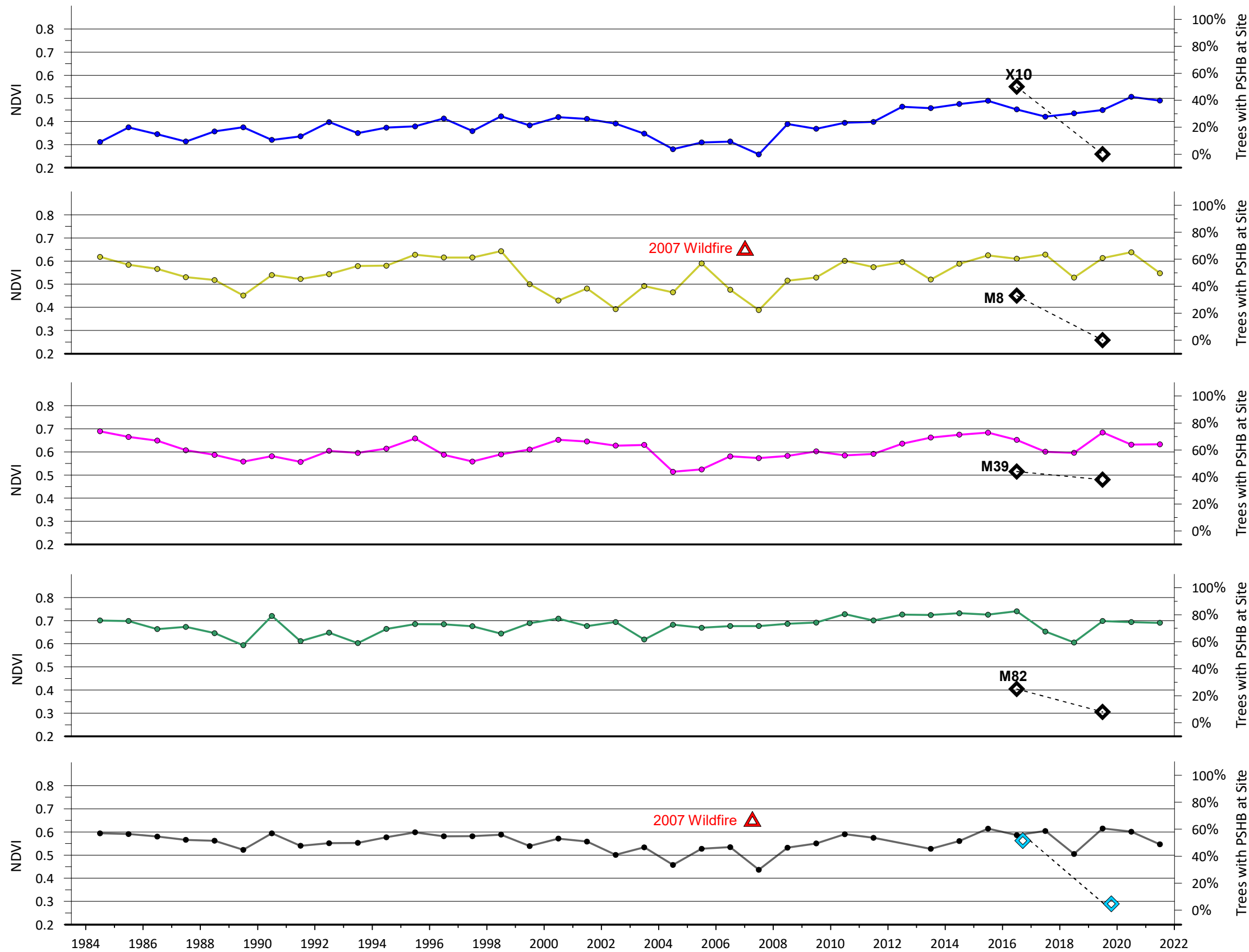


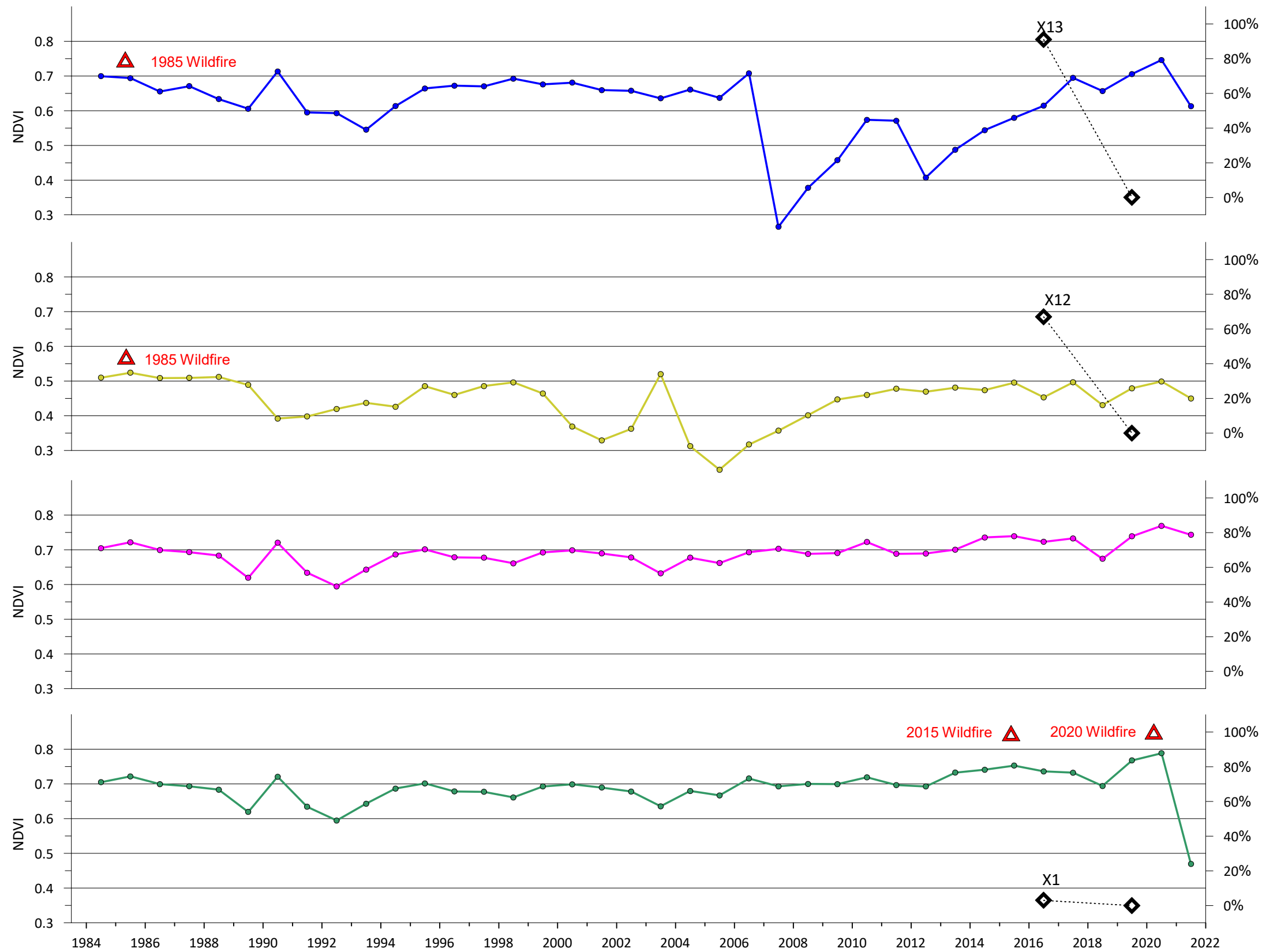
Average Growing Season NDVI for Areas Along Chino Creek - (Mann-Kendall Trend Result for 1984-2021; 1984-2006; 2007-2021)

- CC-1 (Increasing; No Trend; No Trend)
- CC-2 (Increasing; Increasing; Increasing)
- CC-3 (Increasing; Increasing; Increasing)
- CC-4 (Increasing; No Trend; Increasing)
- Chino Creek Area (Increasing; Increasing; No Trend)

- Other Factors**
- ◆ USBR vegetation survey sites in the areas, that were surveyed in 2016 and 2019 where the presence of the Polyphagous Shot Hole Borer (PSHB) was noted - plotted by percentage of trees impacted at each site.
 - ◇ Percentage of trees with the PSHB noted for all surveyed sites within the Chino Creek area
 - △ Occurrence of Wildfire in NDVI Area





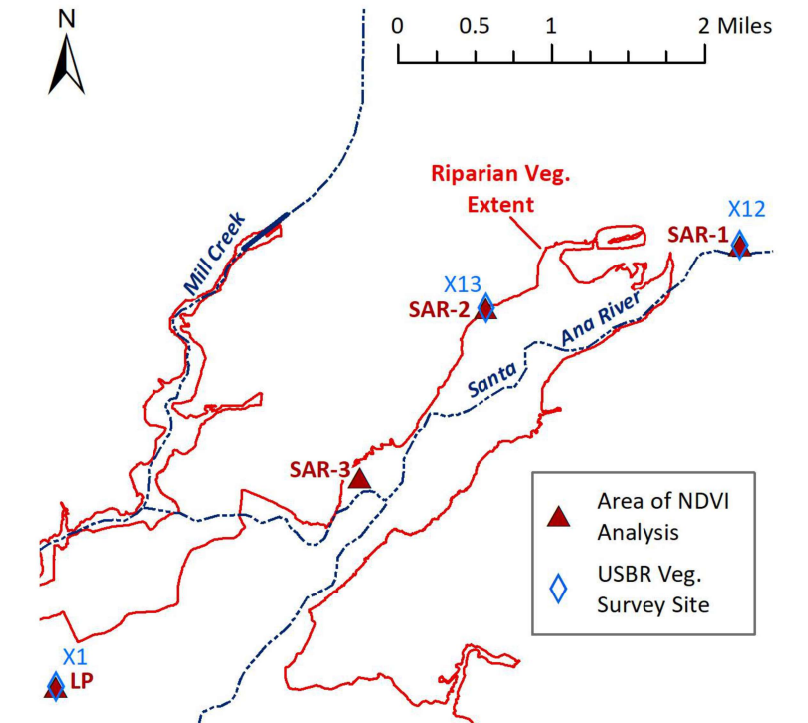


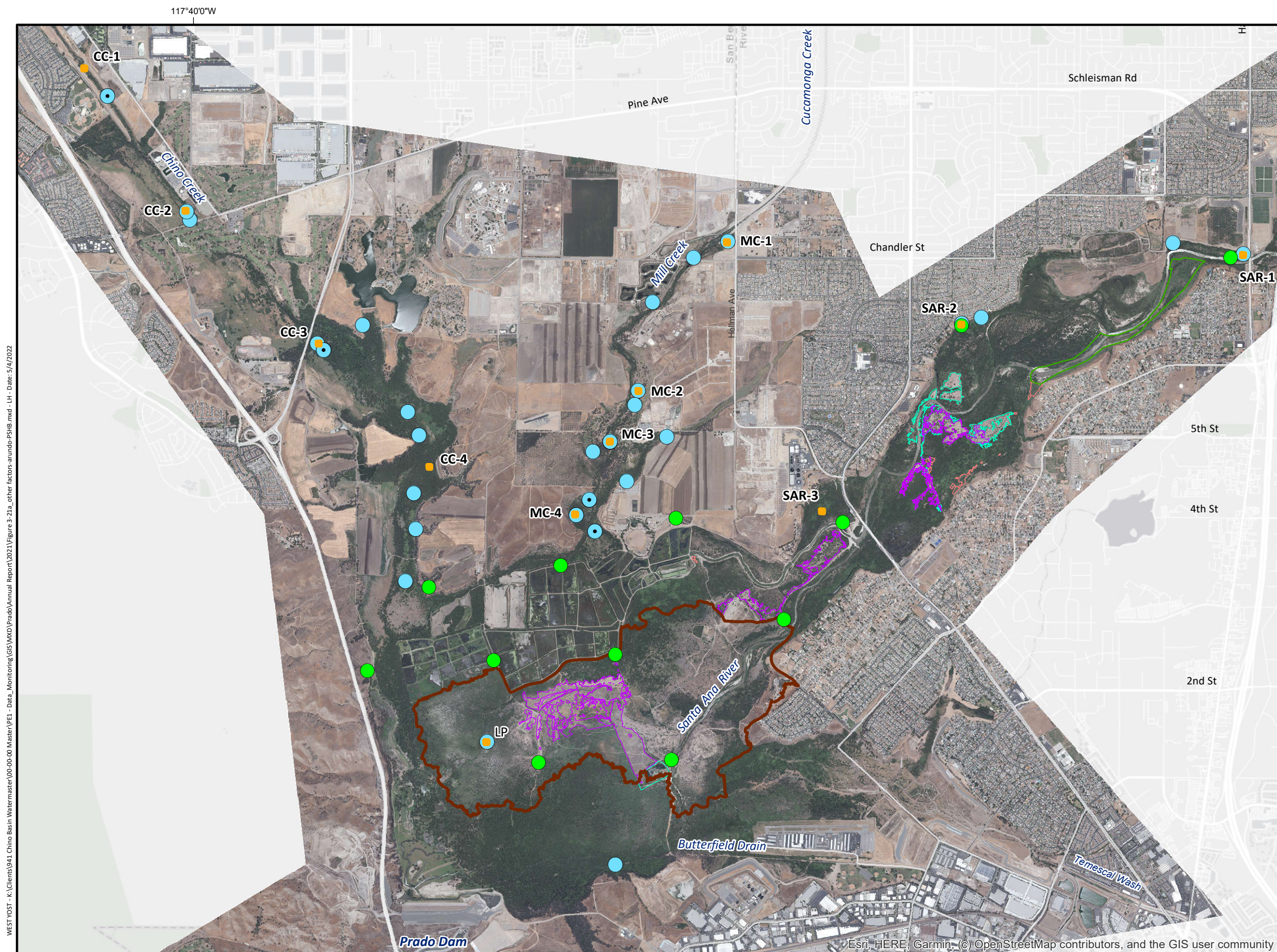
Average Growing Season NDVI for Areas Along Santa Ana River - (Mann-Kendall Trend Result for 1984-2021; 1984-2006; 2007-2021)

- SAR-1 (No Trend; No Trend; Increasing)
- SAR-2 (No Trend; Decreasing; Increasing)
- SAR-3 (Increasing; No Trend; Increasing)
- Lower Prado (Increasing; No Trend; No Trend)

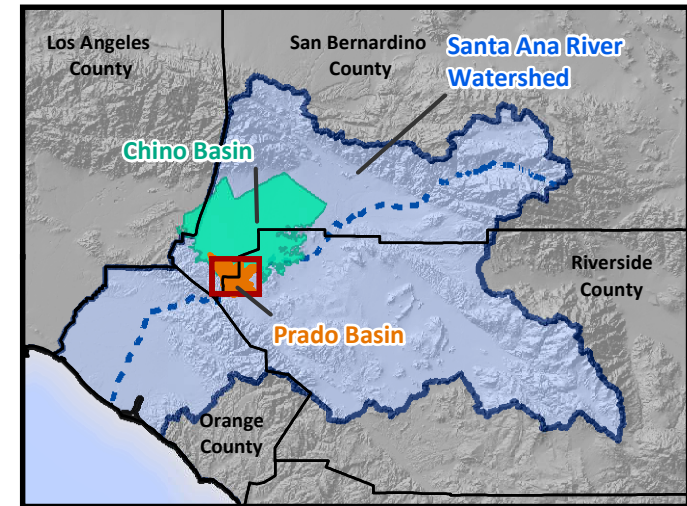
Other Factors

- USBR vegetation survey sites in the areas, that were surveyed in 2016 and 2019 where the presence of the Polyphagous Shot Hole Borer (PSHB) was noted - plotted by percentage of trees impacted at each site.
- Occurrence of Wildfire in NDVI Area

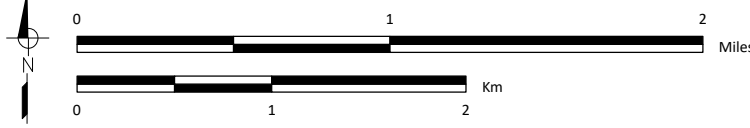




- Area of Recent Arundo Management**
- Arundo Removed by SAWA 2021
 - Arundo Removed by SAWA 2020
 - Arundo Removed by SAWA 2019
 - Arundo Removed by SAWA 2016-2018
 - Control of Arundo Regrowth by OCWD within the Perimeter of 2015 Wildfire
- Documented Locations of Polyphagous Shot-Hole Borer (PSHB)**
- Identified by in USBR during the 2016 Site-Specific Vegetation Surveys
 - Identified by in USBR during the 2016 and 2019 Site-Specific Vegetation Surveys
 - Location of PSHB Traps Deployed by OCWD and SAWA from August 2016 to April 2017
 - Small Defined Area Analyzed for NDVI Time Series - 1 NDVI pixel (30 x 30- meters)



Prepared by:

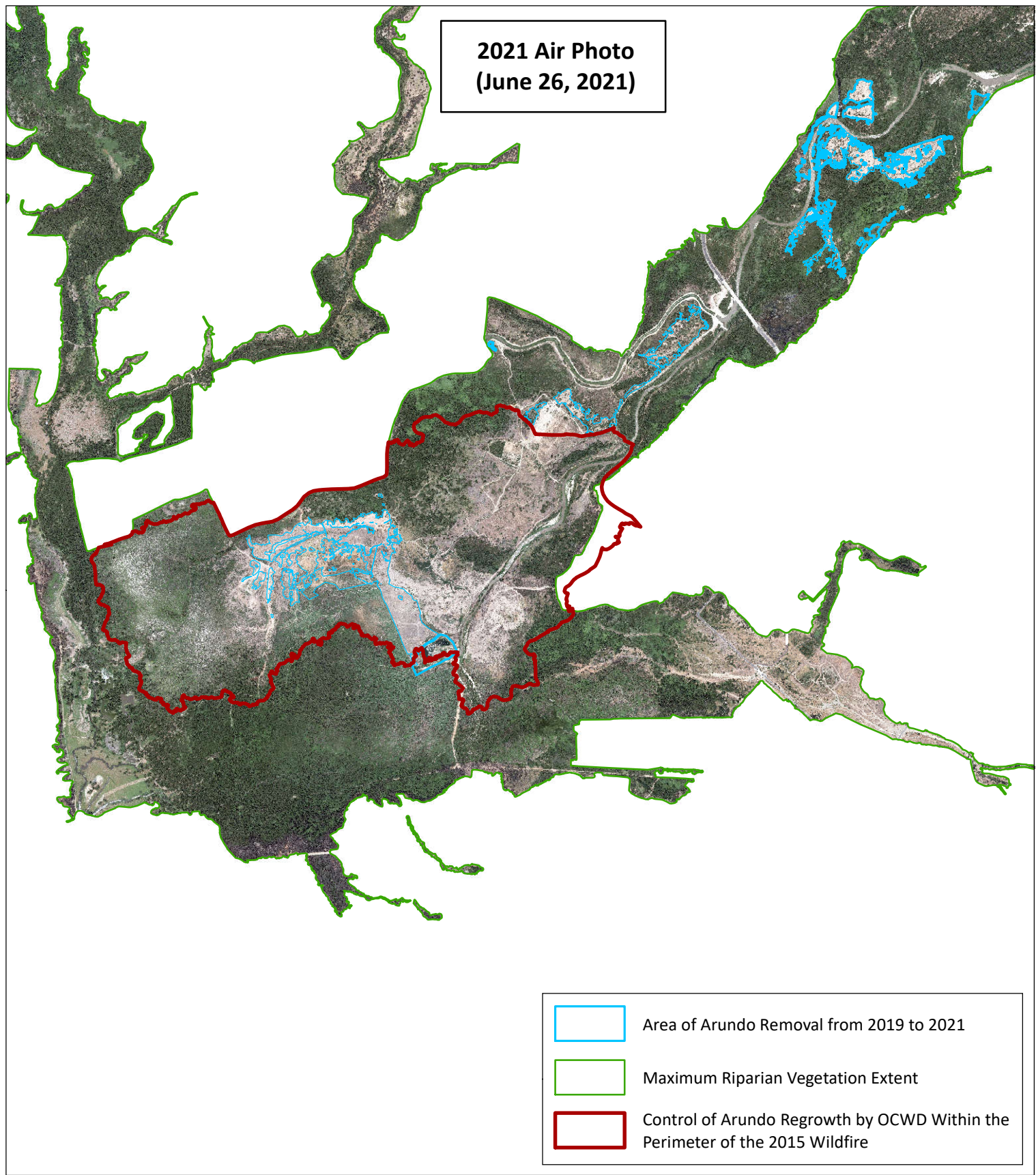
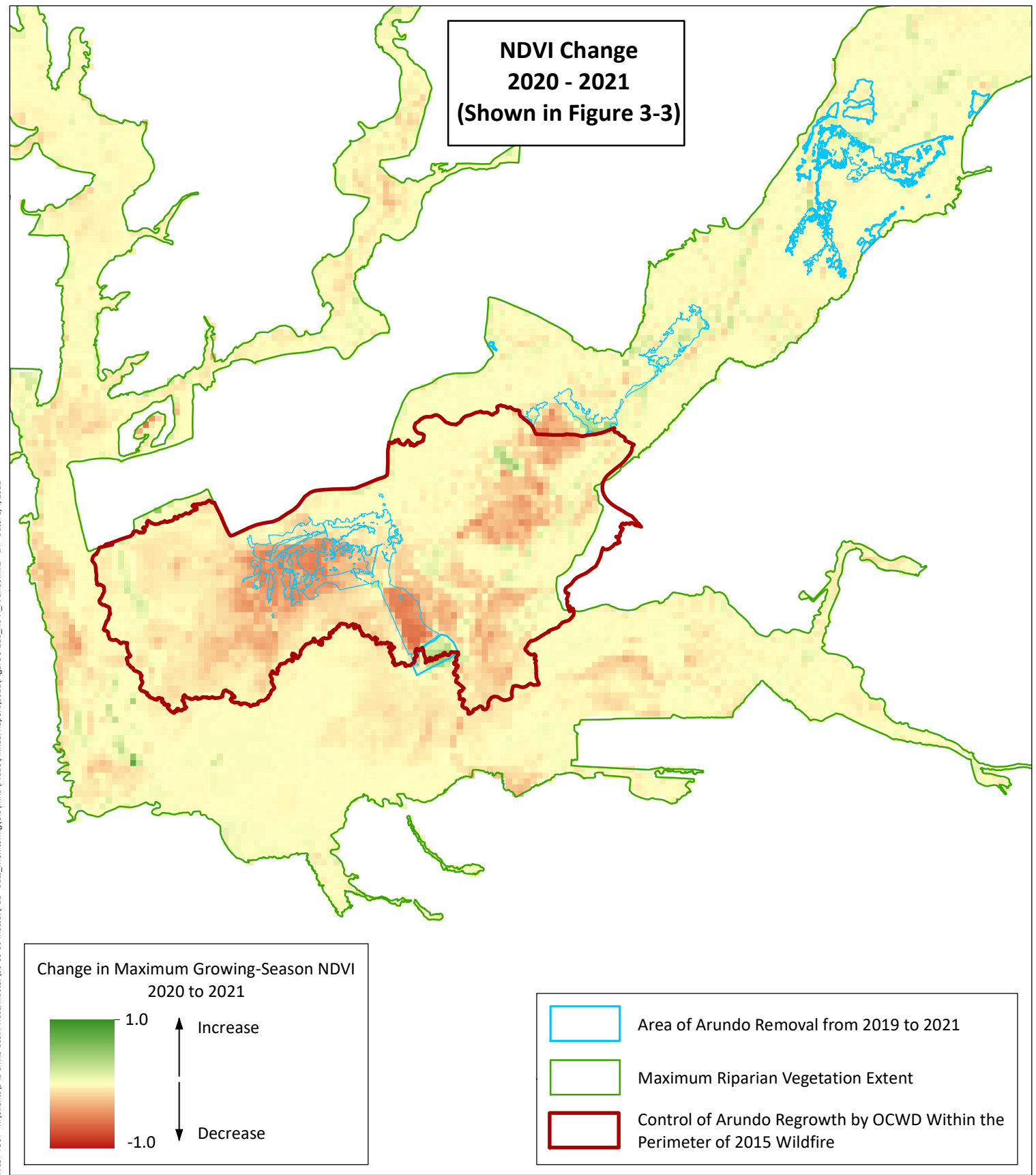



Chino Basin Watermaster and
 Inland Empire Utilities Agency
 2021 Annual Report of the

Prepared for:
 

**Location Map of Other Factors That
 Can Affect Riparian Habitat
 Arundo and PSHB**
 Figure 3-21a

WEST YOST - K:\Clients\941_Chino Basin Watermaster\00-00-00_Master\PE1 - Data_Monitoring\GIS\MXD\Prado\Annual Report\2021\Figure 3-21b_NDVI_Arundo.mxd - LH - Date: 5/4/2022



3.7 Analysis of Prospective Loss of Riparian Habitat

The meaning of “prospective loss” of riparian habitat in this context is the “future potential loss” of riparian habitat. Watermaster’s recent predictive modeling results²¹ were used to identify areas of prospective loss of riparian habitat that may be attributable to the Peace II Agreement by projecting future groundwater-level conditions in the Prado Basin area through 2030. To perform this evaluation, the predictive model results were mapped and charted to identify areas, if any, where groundwater levels are projected to decline to depths that may adversely impact the riparian habitat in the Prado Basin.

Figure 3-22 is a map that shows the model-predicted change in groundwater levels in the Prado Basin area over the period of 2018-2030 from the planning scenario used to recalculate the Safe Yield of the Chino Basin in 2020 using Watermaster’s updated groundwater-flow model (WEI, 2020). The map shows that groundwater levels are predicted to remain steady across most of the Prado Basin area through 2030. The stability in groundwater levels is explained in part by projected declines in groundwater production from private wells in the area, the IEUA’s delivery of treated recycled water to this area for direct uses (such as outdoor irrigation), and the fact that most of the Chino Basin Desalter production will occur to the north and northeast. Figure 3-22 shows that the most likely area where groundwater levels are projected to decline by 2030 is the northern portions of Mill Creek and the SAR.

Figure 3-23 is a time-series chart of model-predicted groundwater levels at the PBHSP monitoring wells for the period of 2018 to 2030. These wells are strategically located adjacent to the riparian habitat south of the Chino Basin Desalter well field to understand the potential impacts of Peace II implementation on groundwater levels and the riparian habitat. The chart shows:

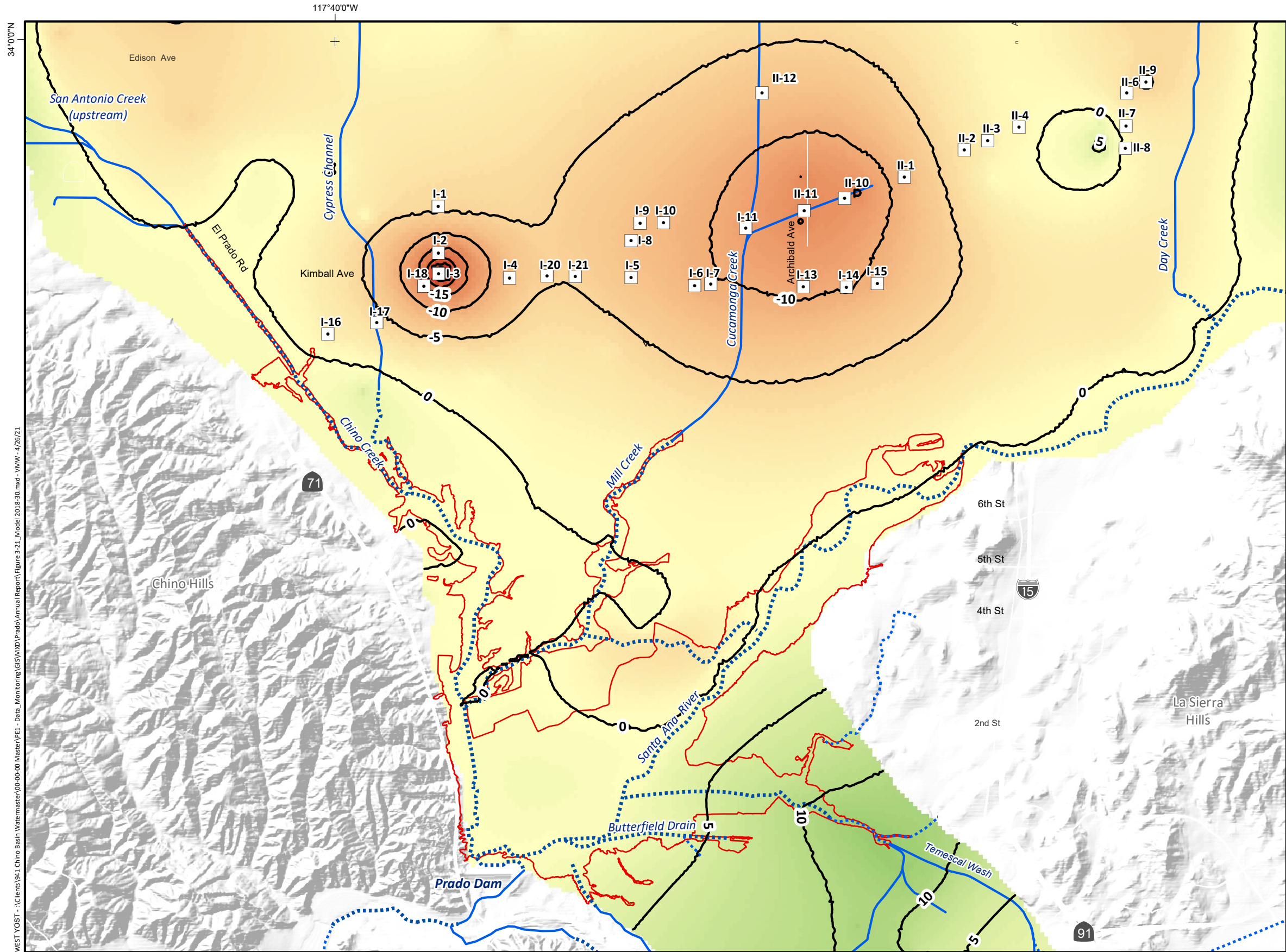
- Groundwater levels are projected to fluctuate seasonally at all PBHSP monitoring wells by about one to two feet.
- Groundwater-level trends are projected to remain stable at most of the PBHSP monitoring wells through the duration of the Peace II Agreement (through 2030).
- At two of the PBHSP monitoring wells, groundwater levels are projected to experience declines of about one to three feet from 2018 to 2030, which may represent a threat for prospective loss of riparian habitat:
 - **PB-2 above the northern reach of Mill Creek.** The model predicts a decline in groundwater levels at PB-2 of about three feet from 2018-2030. Figure 3-13b shows that groundwater levels declined at PB-2 by about five feet from 2018-2021, which is even greater than the decline predicted by the model through 2030. Figure 3-12 shows the current (Fall 2021) depth-to-groundwater where the riparian vegetation is growing along the northernmost reaches of Mill Creek ranges from about 5-16 ft-bgs. Hence, if the groundwater levels

²¹ The predicted groundwater level changes through 2030 were made with the 2020 Chino Valley Model (CVM) for Scenario 2020 SYR1 for Layer 1 of the aquifer. The results of this model scenario were used to recalculate the 2020 Safe Yield of the Chino Basin (WEI, 2020). Scenario SYR1 is based on the water demands and water supply plans provided by the Watermaster parties, Chino Basin parties’ planning assumptions on pumping groundwater and conducting recharge operations, planning hydrology that incorporates climate change impacts on precipitation and ETO, and assumptions regarding cultural conditions and future replenishment.

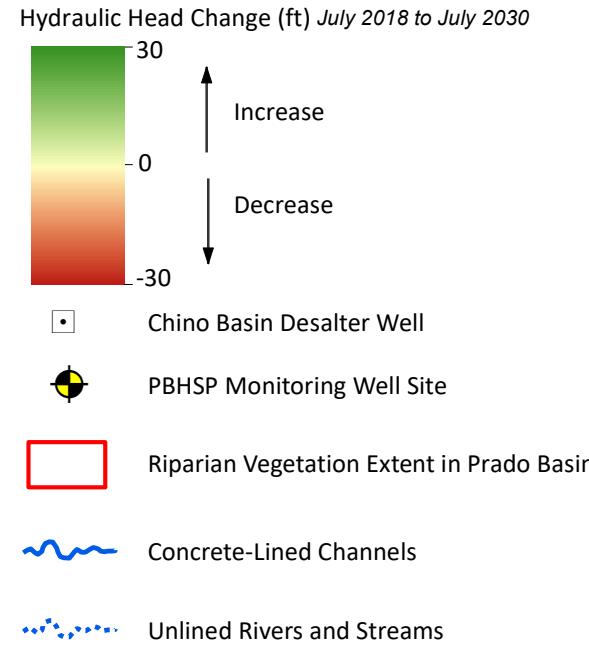


continue to decline along Mill Creek, then it could result in adverse impacts to the riparian habitat in this area.

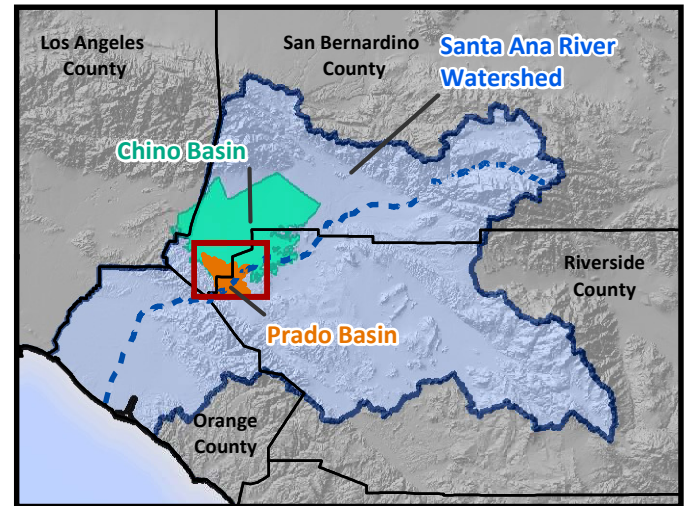
- **PB-3 along the northern portion of the SAR.** The model predicts a decline in groundwater levels at PB-3 of about one foot from 2018-2030. Figure 3-13c shows that groundwater levels declined at PB-3 by about two feet, from 2018-2021, which is greater than the decline predicted by the model through 2030. Figure 3-12 shows the current (Fall 2021) depth-to-groundwater where the riparian vegetation is growing along the northernmost reaches of the SAR ranges from 4-8 ft-bgs. If groundwater levels continue to decline at similar or higher rate through 2030, then it could result in a depth to groundwater greater than 15 ft-bgs and adverse impacts to the riparian habitat in this area.



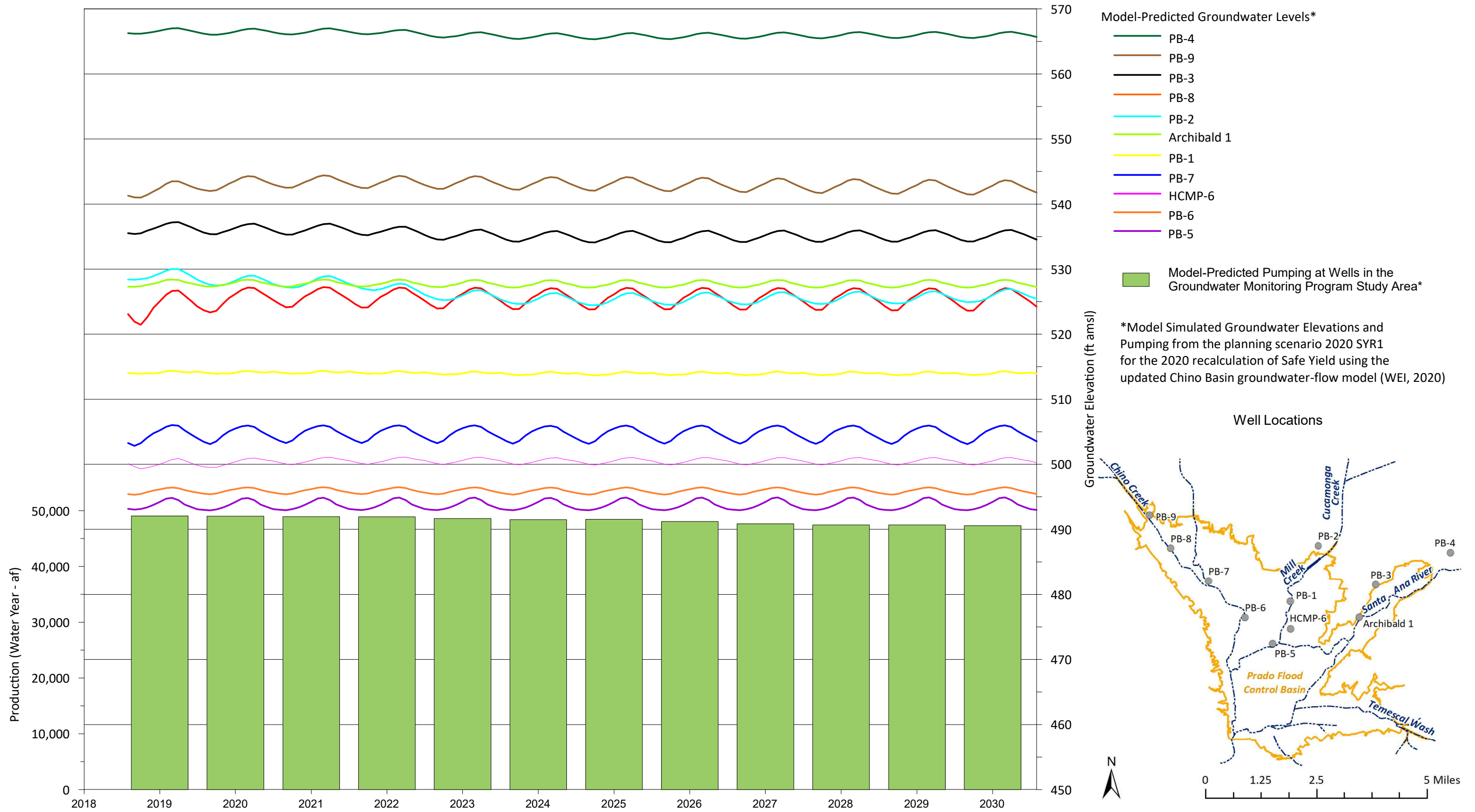
Contours of Model-Predicted Change in Groundwater Levels for Layer 1* July 2018 to July 2030, feet



* Model Predicted Change in Groundwater Levels from the planning scenario 2020 SYR1 for the recalculation of Safe Yield using the updated Chino Valley Model (WEI, 2020)



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4.0 CONCLUSIONS AND RECOMMENDATIONS

The monitoring and mitigation requirements in the Peace II SEIR call for annual reporting for the PBHSP. 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.

The following describes the main conclusions of this annual report and provides recommendations for future monitoring, reporting, and mitigation, if any.

4.1 Main Conclusions and Recommendations

4.1.1 Conclusions

The main conclusions of the PBHSC Annual Report for WY 2021 are:

- The quality (greenness) of the riparian habitat vegetation remained stable or decreased across most of the Prado Basin from 2020 to 2021. Most of the observed decreases were relatively minor and within the range of one-year changes observed historically. These slight decreases occurred during a time of below average precipitation, slightly lower temperatures, and lower stream discharge conditions for WY 2021. The dry conditions and declines in stream discharge may be a contributing cause of the declines observed in 2021. At the small MC-2 area along the center of Mill Creek there was a more notable decrease in green vegetation evident from the comparison of the 2020 and 2021 air photos. Areas of significant decreases observed in the riparian vegetation include: large patches along the SAR, lower Prado Basin below the OCWD Wetlands, and the lower portions of Chino Creek; and the small LP area in the lower Prado Basin. The decreases in the green vegetation at all of these locations are due to wildfires that occurred in 2018 and 2020 and/or areas of Arundo removal and Arundo regrowth management. There is no trend in the degradation of the riparian habitat that is contemporaneous with decreasing groundwater levels during Peace II Agreement.
- Groundwater levels at two of the PBHSP monitoring wells near the fringes of the riparian habitat (PB-2 and PB-3) have declined, to levels below that predicted by the Chino Basin groundwater-flow model. At well PB-2 just to the north of Mill Creek, the model predicts a decline in groundwater levels of about three feet from 2018-2030, and groundwater levels declined at PB-2 by about five feet from 2018-2021. And at PB-3 along the northern reach of the SAR, the model predicts a decline in groundwater levels of about one foot from 2018-2030, and groundwater levels declined at PB-3 by about two feet from 2018-2021.
- These declines in groundwater levels are likely due to increased pumping at the Chino Basin Desalter wells to the north. Groundwater production has increased in the GMP study area by almost 10,000 afy over the last two years from 2019 to 2021, mainly due to increases Chino Basin Desalter pumping. In the northernmost reach of Mill Creek where groundwater levels have declined the most (PB-2), there is no significant impact in the riparian habitat vegetation observed in this area. However, there are some areas along the northernmost reach of Mill Creek where the groundwater levels supporting the riparian vegetation is estimated as 15 to 17 ft-bgs, and if groundwater levels continue to decline then it could result in adverse impacts to the riparian habitat. The groundwater-level declines in the northern reach of the SAR (PB-3) are not a concern because the groundwater levels supporting the

riparian vegetation in this area is shallow (4-8 ft-bgs), and is an area characterized as a losing reach in the SAR where groundwater is supported by SAR recharge.

4.1.2 Recommendations

Based on the conclusions above, the PBHSP monitoring and reporting should continue to monitor the extent and quality of the riparian habitat and factors that can influence it. There are three areas where the monitoring and analysis should be augmented over the next year to track the notable changes observed in WY 2021 that are a concern for the extent and quality of the riparian habitat:

- Vegetation and surface-water discharge in the northernmost reach of Mill Creek. In 2021, groundwater levels at the northernmost reach of Mill Creek declined at rates and magnitudes greater than predicted by the model. Thus far, the monitoring and analysis of the riparian vegetation in this area does not indicate a significant change in the greenness or extent of the vegetation, but some areas underlying Mill Creek are beginning to experience depth to groundwater greater than 15 ft-bgs which could threaten the quality of the riparian habitat. In 2022, additional monitoring should be performed in the northernmost reach of Mill Creek. This additional monitoring should include: i) three additional vegetation-survey sites in the northernmost reach of Mill Creek for the 2022 vegetation surveys; ii) preparation and analysis of NDVI time-series for these new vegetation surveys sites; and iii) collection of information and measurements of the surface-water diversions from Cucamonga Creek to the Mill Creek Wetlands in the northern portion of Mill Creek. These data will improve the characterization of the quality of the riparian habitat and the surface water discharge into this habitat in the upper portion of Mill Creek.
- Updated digital elevation model for the Prado Basin. As described in the bullet above, in 2021 some areas of the riparian habitat along the northernmost reach of Mill Creek are overlying areas where the estimated depth to groundwater is greater than 15 ft-bgs, which could threaten the quality of the riparian habitat. Depth-to-groundwater is determined using the most current (September 2021) groundwater-elevation contours and rasters prepared for the GMP study area and subtracting from a one-meter digital-elevation model of the ground surface prepared in 2007. In 2020, during the acquisition of the 2020 air photo of the Prado Basin that was cost shared with the OCWD and the San Bernardino Valley Municipal Water District, LiDAR data of the entire Prado Basin was collected at a high-resolution (3-inch pixel). This LiDAR data should be post processed and spatial referenced to the vertical datum used in the southern Chino Basin and the PBHSP, to create an updated and higher-resolution digital elevation of the ground surface of the Prado Basin. This data will improve the estimates of current depth-to-groundwater in the PBHSP study area, and in critical areas where there are observed declines in groundwater levels that could potentially threaten the quality of the riparian habitat.
- Riparian vegetation at the MC-2 area. Observation of the 2020 and 2021 air photos for the MC-2 defined area along the central reach of Mill Creek showed a decrease in green vegetated areas during 2020-2021. A site visit should be performed to the MC-2 area to inspect and document the state of the vegetation. This site visit can be done during the field vegetation surveys that will be performed in the summer of 2022. The vegetation site M8 is in the center portion of the MC-2 area (see Figure 3-8f). Based on the results of the site visit, the PBHSC may consider revised monitoring if needed to better characterize the changes in the riparian vegetation and identify the causes of those changes.



4.2 Recommended Mitigation Measures and/or Adjustments to the AMP

This annual report documented no trend in the degradation of the extent or quality of riparian habitat along Chino Creek, Mill Creek, or the SAR that is contemporaneous with decreasing groundwater levels during the implementation of the Peace II Agreement. As such, no mitigation measures are proposed at this time.

No adjustments to the AMP are recommended at this time.

4.3 Recommended PBHSP for Fiscal Year 2022/23

Based on preliminary analysis of the PBHSP data for WY 2021, a draft *Technical Memorandum Recommended Scope and Budget of the Prado Basin Habitat Sustainability for FY 2022/23* was submitted to the PBHSC on March 2, 2022. On March 9, 2022, Watermaster's Engineer presented the recommended scope and budget for FY 2022/23 to the PBHSC for consideration. There were no changes recommended by the PBHSC on the proposed FY 2022/23 scope of work, and a final scope of work and budget was submitted to the PBHSC and will go through the Watermaster and the IEUA FY 2022/23 budgeting process in May and June of 2022. The scope of work for the PBHSP for FY 2022/23 is shown in Table 4-1 as a line-item cost estimate.

Table 4-1. Work Breakdown Structure and Cost Estimate Prado Basin Habitat Sustainability Program - Fiscal Year 2022/23

Task Description	Notes	Labor Total		Other Costs, dollars						Notes	Totals, dollars					
		No. of sites	Person Days	Total, dollars	Travel	Equipment Rental	Lab	Outside Pro	Equipment		Total	Recommended Budget, dollars 2022/23	Budget 2021/22	Variance from Prior FY	IEUA Share 2022/23	CBWM Share 2022/23
Task 1. Groundwater Level Monitoring Program			14.0	16,984						660		17,644	13,785	3,859	-	17,644
1.1 Collect Transducer Data from PBHSP Wells (Quarterly)		17	7.8	8,115	500	160				660		8,775	5,538			
1.2 Collect, Check, and Upload Transducer Data from PBHSP Wells (Quarterly)		17	6.2	8,869						0		8,869	8,246			
Task 2. Groundwater Quality Monitoring Program			0.0	5,342						0		5,342	5,373	-31	-	5,342
2.1 Check and Upload High-Frequency Probe Data from Pilot Monitoring Program (Quarterly)		4	3.4	5,342						0		5,342	5,373			
Task 3. Surface Water Monitoring Program			11	14,232						245		14,477	9,807	4,670	-	14,477
3.1 Collect, Check, and Upload Surface Water Discharge and Quality Data from POTWs, USGS; and Dam Level data from the ACOE (Annual)			2.5	3,532						0		3,532	3,562			
3.2 Collect, Check, and Upload High-Frequency Probe Data for Chino Creek from Pilot Monitoring Program (Quarterly)		2	8.8	10,700	125	120				245		10,945	6,245			
Task 4. Climate Monitoring Program			1.3	1,902						275		2,177	2,081	96	1,089	1,089
4.1 Collect, Check, and Upload Climatic Data (Annual)			1.3	1,902				275		275		2,177	2,081			
Task 5. Riparian Habitat Monitoring Program			17.3	30,332						53,500		83,832	32,696	51,136	41,916	41,916
5.1 Perform a Custom Flight to Acquire a High-Resolution 2022 Air Photo of the Prado Basin			1.3	2,500				13,500		13,500	(a)	16,000	11,386			
5.2 Catalog, and Review the Extent of the Riparian Vegetation in the 2022 Air Photo of the Prado Basin			3.5	6,350						0		6,350	6,104			
5.3 Collect, Check, and Upload 2022 Landsat NDVI Data to the PBHSP Database			9.8	16,664						0		16,664	15,206			
5.4 Conduct the Field Vegetation Monitoring for Summer 2022			2.8	4,818				40,000		40,000		44,818	0			
Task 6. Prepare Annual Report of the PBHSC			52.5	86,960						180		87,140	88,628	-1,488	43,570	43,570
6.1 Analyze Data and Prepare Admin Draft Report for CBWM/IEUA			38.0	60,496						0		60,496	63,060			
6.2 Meet with CBWM/IEUA to Review Admin Draft Report			2.0	4,168	90					90		4,258	4,090			
6.3 Incorporate CBWM/IEUA Comments and Prepare Draft Report: Submit Draft Report to PBHSC			5.0	8,244						0		8,244	7,904			
6.4 Meet with PBHSC to Review Draft Report			3.0	6,112	90					90		6,202	5,938			
6.5 Incorporate PBHSC Comments and Finalize Report			4.5	7,940						0		7,940	7,636			
Task 7. Project Management and Administration			10.3	20,134						90		20,224	20,102	122	10,112	10,112
7.1 Prepare Scope and Budget for FY 2022/23			4.0	7,774						0		7,774	7,696			
7.2 Meet with PBHSC to Review Scope and Budget for FY 2022/23			3.3	6,528	90					90		6,618	6,862			
7.3 Project Administration and Financial Reporting			3.0	5,832						0		5,832	5,544			
Totals			195	\$ 175,886	\$ 395	120	0	\$ 53,775	0	\$ 54,950		\$ 230,836	\$ 172,471	\$ 58,365	\$ 96,687	\$ 134,150

(a) This is half of the cost for the outside professional. OCWD will pay the other half.

The following describes the scope-of-work by major task for the PBHSP for FY 2022/23:

Task 1. Groundwater-Level Monitoring Program

The monitoring of groundwater levels in the Prado Basin is a key component of the PBHSP because declining groundwater levels could be a factor related to Peace II implementation that adversely impacts riparian vegetation. Sixteen monitoring wells were installed specifically for the PBHSP in 2015. These wells, plus monitoring wells HCMP-5/1 and RP3-MW3, are monitored for groundwater levels. The 18 monitoring wells are equipped with integrated pressure-transducers/data-loggers that measure and record water-level measurements every 15 minutes. This task includes quarterly field visits to all 18 PBHSP monitoring wells to download data. All data will be checked and uploaded to the PBHSP database. This task is consistent with the work performed during the previous FY.

Task 2. Groundwater-Quality Monitoring Program

Since the PBHSP monitoring wells were constructed in 2015, groundwater-quality monitoring has been tailored to discern the groundwater/surface-water interactions that are important to the sustainability of the riparian habitat in Prado Basin. From FY 2015/16 through 2017/18, quarterly groundwater samples were collected from the 18 PBHSP monitoring wells and analyzed at a minimum for general minerals. The general mineral chemistry data collected was analyzed along with groundwater-level data, model-generated groundwater-flow directions, and surface-water quality and flow data to help characterize groundwater/surface-water interactions in the Prado Basin and determine the source of the shallow groundwater that is available for consumptive use by the riparian vegetation.

During FY 2018/19, a pilot monitoring program was initiated at four monitoring wells at two locations along Chino Creek (PB-7 and PB-8) where the data loggers that measure groundwater levels at 15-minute intervals were replaced with data loggers that measure and record EC, temperature, and water levels at 15-minute intervals. The same high-frequency monitoring was initiated at two nearby surface water sites in Chino Creek (Task 3.2). Additionally, groundwater-quality samples were collected at these wells for the first two years either quarterly (FY 2018/19) or semi-annually (FY 2019/20) and were analyzed for EC, temperature, and general minerals to validate and support the high-frequency data, along with the collection of field measurements of EC and temperature. The purpose of the pilot monitoring program is to determine if the high-frequency data better reveals the groundwater/surface-water interactions and enhances the interpretation of the general mineral data derived from sampling. The data collected thus far as a part of the pilot monitoring program has provided more support for the characterization of groundwater/surface water interactions at these locations and warrants the continuation of the pilot program to collect more data. The effort to collect and review the high-frequency data is minimal as the installed data loggers are also part of the groundwater-level monitoring (Task 1) at these four wells.

Tasks 2.1 is to continue the pilot monitoring program in FY 2022/23 to collect the high-frequency data in groundwater to help discern the groundwater/surface water interactions near PB-7 and PB-8. The monitoring wells will be visited quarterly to download the data from the data loggers, and the costs to do so is assumed with Task 1. All data will be checked and uploaded to the PBHSP database.

Task 3. Surface-Water Monitoring Program

Surface-water discharge data from the SAR and the tributaries that cross Prado Basin are evaluated to characterize the influence of surface-water discharge on the riparian habitat. The SWMP utilizes publicly-available data sets which include: the USGS daily discharge measurements at six sites along the

SAR and its tributaries; daily discharge and water-quality data from POTWs that are tributary to Prado Basin; ACOE daily measurements of reservoir elevation and releases from the reservoir at Prado Dam; and Watermaster's quarterly surface-water-quality monitoring at two sites along the SAR.

Task 3.1 includes the annual collection of the USGS, POTW, and ACOE data for water year 2022, and the processing, checking, and uploading of these data to the PBHSP database. These tasks do not include the processing, checking, and uploading of the Watermaster-collected SAR data, which is performed for another Watermaster task. The scope of these tasks is consistent with the work performed for the previous FY.

High-frequency surface water-quality data are also collected and analyzed in the pilot monitoring program to help characterize groundwater/surface water interactions. As described in Task 2, a pilot monitoring program was initiated in FY 2018/19 at two locations along Chino Creek adjacent to wells PB-7 and PB-8. At these locations, data loggers were installed in Chino Creek to measure and record EC, temperature, and stage at 15-minute intervals in coordination with the similar high-frequency monitoring in groundwater at PB-7 and PB-8 (Task 2). Grab samples of surface water were also collected quarterly for EC, temperature, and general mineral analyses, along with field measurements of EC and temperature. As described above for *Task 2 – Groundwater-Quality Monitoring Program*, the purpose of the pilot monitoring program is to determine if the high-frequency data better reveals the groundwater/surface-water interactions and enhances the interpretation of the general mineral data derived from grab sampling. Periodically, the data loggers within the creek have been lost during large storm events and the casing that house the probes have experienced the accumulation of mud which has compromised the accuracy of the collected data. These monitoring challenges in the field have resulted in extended periods of no data or erroneous data and have necessitated additional field work to resolve. The data collected thus far for the pilot monitoring program has provided more support for the characterization of groundwater/surface water interactions at these locations and warrants the continuation of the pilot program to collect more data to draw defensible conclusions. The effort to continue to collect and review the high-frequency data from the surface water probes is minimal since the installed data loggers can be visited in the field at the same time as the four nearby monitoring wells (Tasks 1 and 2).

Tasks 3.2 is to continue the pilot monitoring program in FY 2022/23 to collect the high-frequency data in the surface water to help discern the groundwater/surface water interactions near wells PB-7 and PB-8. The probes will be visited quarterly at the same time as the nearby wells to download the data, collect field measurements for temperature and EC, and clean the probes and their housing to prevent the buildup of residue. There will be four additional field visits for routine cleaning of the probes and housing. All data will be checked and uploaded to the PBHSP database. The scope is consistent with the work performed for the previous fiscal year.

Task 4. Climate Monitoring Program

Climatic data are evaluated in the vicinity of the Prado Basin to characterize trends, and to determine if these trends contribute to impacts on the riparian habitat. The climate monitoring program utilizes publicly-available datasets. Two types of datasets are compiled: time-series data measured at weather stations and spatially-gridded datasets. Task 4 includes the annual collection of the time-series data and spatially-gridded datasets for water year 2021 (October 2021 – September 2022), and the checking and uploading of the data to the PBHSP database. The scope of this task is consistent with the work performed for the previous fiscal year.



Task 5. Riparian Habitat Monitoring Program

Monitoring the extent and quality of the riparian habitat in the Prado Basin is a fundamental component of the PBHSP to characterize how the riparian habitat changes over time. To characterize the impacts of Peace II implementation on the riparian habitat (if any) it is necessary to understand the long-term historical trends of its extent and quality and the factors that have affected it. The current riparian habitat monitoring program consists of both regional and site-specific components. The proposed riparian habitat monitoring program for FY 2022/23 is described in the subsections below.

- **Regional Monitoring:** The regional monitoring of riparian habitat is performed via two independent methods that complement each other: mapping and analysis of the riparian habitat using (i) air photos and (ii) the normalized difference vegetation index (NDVI) derived from the Landsat remote-sensing program. Tasks 5.1, 5.2, and 5.3 are for the collection and compilation of the regional monitoring data, including:
 - Perform a custom flight (via outside professional services) to acquire a high-resolution air photo (three-inch pixel) of the Prado Basin during summer 2022. The cost for the air photo is shared with OCWD.
 - Catalog and review the 2022 high-resolution air photo in ArcGIS and digitize the extent of the riparian habitat.
 - Collect, review, and upload the Landsat NDVI data for water year 2022.

Site-Specific Monitoring: The site-specific monitoring of the riparian habitat consists of periodic field surveys of the riparian vegetation at selected locations. These surveys provide an independent measurement of vegetation quality that can be used to “ground truth” the regional monitoring of the riparian habitat. To date, the United States Bureau of Reclamation (USBR) along with the OCWD²² has conducted field surveys once every three years. The most recent triennial field survey was conducted in the summer of 2019. Task 5.4 is to conduct the field surveys during the summer of 2022 at the 36 sites monitored in 2019 and up to three additional sites in the target area along the north portion of Mill Creek. As described above some additional focused monitoring in this area of Mill Creek is recommended to monitor for the potential impact to the riparian habitat from the observed decline in groundwater levels.

The proposed methodology for the 2022 field surveys is modified from the previous surveys to a reduced set of representative measurements and data to collect in the field that are best fit to ground truth the air photos and remote sensing data, and measure and track the quality of the riparian vegetation.²³ This reduced methodology is a cost savings of \$10,000. The field surveys will be performed by the USBR staff. Assistance from the OCWD staff in the field as needed, will be provided as in-kind services, and also results in a cost savings.

²² OCWD staff provides assistance to the USBR in the field as in-kind services.

²³ The field vegetation surveys were set up and conducted two times prior to the developed of the AMP, and there are measurements that were collected by the USBR in the field during previous surveys that have not been used in the PBHSP analysis and reporting and are no longer needed for the PBHSP. These include: tree/sapling diameter at breast height (DBH); shrub diameter at root collar (DRC); height of a tree, sapling, or shrub; and measurement of the lowest leaf level of a tree to calculate a crown ratio.



Task 6. Prepare Annual Report of the PBHSC

This task involves the analysis of the data sets collected by the PBHSP through water year 2022. The results and interpretations generated from the data analysis will be documented in the *Annual Report for Prado Basin Habitat Sustainability Committee for Water Year 2022*. This task includes the effort to prepare an administrative draft report for Watermaster and the IEUA staff review, a draft report for the review by the PBHSC, and a final report including comments and responses. A PBHSC meeting will be conducted in May 2023 to review the draft report and facilitate comments on the report. The scope of this task is consistent with the work performed for the previous FY.

Task 7. Project Management and Administration

This task includes the effort to prepare the PBHSP scope, schedule, and budget for the subsequent fiscal year. A draft *Technical Memorandum Recommended Scope and Budget of the Prado Basin Habitat Sustainability Program for FY 2023/24* will be submitted to the PBHSC in February 2023. A PBHSC meeting will be conducted in March 2023 to review the draft recommended scope and budget and facilitate comments. Also included in this task is project administration, including management of staffing and monthly financial reporting. The scope of this task is consistent with the work performed for the previous FY.

5.0 REFERENCES

- Achard F., and Estreguil, C. (1995). *Forest Classification of Southeast Asia using NOAA AVHRR data. Remote Sensing of the Environment* v. 56, pg. 198-208.
- Alfaro, E.J., Gershunov, A., and Cayan, D. (2006). *Prediction of Summer Maximum and Minimum Temperatures Over the Central And Western United States: The Roles of Soil Moisture And Sea Surface Temperatures. J. Clim* v. 19, 1407-1421.
- Army Corps of Engineers, Los Angeles District, with technical Assistance by the Orange County Water District. (2017). *Five Year (2017 to 2022) Planned Deviation to the Prado Dam Water Control Plan and Sediment Management Demonstration Project. Biological Assessment.* August 2017.
- Associated Engineers, Inc. (2007). *Digital Elevation Model of Southern Chino Basin. Acquired by Airborne 1 Corporation via LIDAR.* March, 2007.
- California Regional Water Quality Control Board, Santa Ana Region. (2016). *Water Quality Control Plan Santa Ana River Basin (Region 8) 1995.* Updated February 2008, June 2011, and February 2016.
- Campbell. (2007). *Introduction to Remote Sensing. Fourth edition.* Published 2007 Guilford Press.
- Chino Basin Watermaster. (2000). *Peace Agreement, Chino Basin. SB 240104 v 1:08350.0001.* 29 June 2000.
- Chino Basin Watermaster. (2007). *Peace II Agreement: Party Support for Watermaster's OBMP Implementation Plan, - Settlement and Release of Claims Regarding Future Desalters. SB 447966 v 1:008250.0001.* 25 October 2007.
- Chino Basin Municipal Water District v. City of Chino et al., San Bernardino Superior Court, No. 164327.* (1978).
- Chen, J., Jonsson, P., Tamura, M, Gu, Z., Matsushita, B., and Eklundh, L. (2004). *A Simple Method for Reconstructing a High-Quality NDVI Time-Series Data Set Based on the Savitzky-Golay filter. Remote Sensing of Environment* v. 91, pg. 332-344.
- Flood, N. (2014). *Continuity of Reflectance Data Between Landsat-7 ET<+ and Landsat-8 OLI, for Both Top-of Atmosphere and Surface Reflectance: A Study in the Australian Landscape. Remote Sensing* v. 6, pg. 7952-7970. August 26, 2014.
- Gandhi, M., Parthiban, S., Thummalu, N., and A., C. (2015). *Ndvi: Vegetation Changes Detection Using Remote Sensing and Gis – A Case Study of Vellore District. Procedia Computer Science* v. 57, pg. 1199-1210.
- Hatfield, J.L., and Prueger, J.H. (2015). *Temperature Extremes: Effect on Plant Growth and Development. Weather and Climate Extremes* v. 10, pg. 4-10.
- Hatfield, J.L, Boote, K.J, Kimball, B.A, Ziska, L.H, Izaurralde, R.C., Ort, D., Thomson, A.M., and Wolfe, D. (2011). *Climate Impacts on Agriculture: Implications for Plant Production. Agron J*, v. 103, P.351-370.
- Hird, J., and McDermid, G. (2009). *Noise reduction of NDVI time series: An Empirical Comparison of Selected Techniques. Remote Sensing of Environment* v. 113, pg. 248-258.
- H. T. Harvey & Associates. (2015). *Prado Basin Preliminary Riparian Habitat Health and Vigor Assessment. Memorandum to the Orange County Water District.* October 26, 2015.
- James, M., and Kalluri, S. (1994). *The Pathfinder AVHRR Land Data Set; an Improved Coarse Resolution Data Set for Terrestrial Monitoring. International Journal of Remote Sensing* v. 15, pg. 3347-3363.
- Jenson, J. (2007). *Remote Sensing of the Environment: An Earth Resource Perspective, Second Edition.* Published 2007 by Prentice-Hall, Upper Saddle River, N.J.
- Johnson, B., at Orange County Water District. (2019). *Email Communication on March 19, 2019.*
- Jones, H., and Vaughan, R. (2010). *Remote Sensing of Vegetation: Principles, Techniques and Applications.* Oxford University Press, Oxford.
- Ke, Y., Im, J., Lee, J., Gong, H., and Ryu, Y. (2015). *Characteristics of Landsat 8 OLI-derived NDVI by Comparison with Multiple Sensors and In-Situ Observations. Remote Sensing of Environment* v. 164, pg. 298-313.

Annual Report of the Prado Basin Habitat Sustainability Committee – WY 2021



- Knowles, N., Dettinger, M.D., and Canyon, D.R. (2006). *Trends in Snowfall Versus Rainfall in The Western United States. J Clim v.19, pg.4545-4599.*
- Law, J. at Santa Ana Watershed Association. *Verbal Communication* on April 11, 2019.
- Li, P., Jiang,L.,Feng,Z. (2014). *Cross Comparison of Vegetation Indices Derived from Landsat-7 Enhanced Thematic Mapper Plus (ETM+) and Landsat-8 Operational Land Imager (OLI) Sensors. Remote Sensing v. 6, pg. 310-329.*
- Lillesand,T., Kiefer, R, and Chipman, J. (2008). *Remote Sensing and Image Interpretation, sixth edition.* Published in 2008 by John Wiley & Sons, New York.
- Markon, C., Fleming, M., and Binnian, E. (1995). *Characteristics of Vegetation Phenology over Alaskan Landscape using AVHRR Time-Series Data. Polar Records v. 31, pg.179-190.*
- Markon, C., and Peterson, K. (2002). *The Utility of Estimating Net Primary Productivity over Alaska Using Baseline AVHRR Data. International Journal of Remote Sensing, v.23, pg. 4571-4596. v*
- McPherson, D., at United States Bureau of Reclamation. (2016). *Verbal Communication on November 2, 2016*
- Merkel & Associates, Inc. (2007). *Evapotranspiration Analysis of the Prado Basin Santa Anan River, California. Prepared for Wildermuth Environmental, Inc. November 2007.*
- Orange County Water District. (2018). *Prado Basin Water Conservation and Habitat Assessment 2017-2018 Report to U.S. Fish and Wildlife Service.* December 2018.
- Orange County Water District. (2022). *Prado Basin Water Conservation and Habitat Assessment 2020-2021 Report to U.S. Fish and Wildlife Service.* March 2022.
- Palenscar, K., at United States Fish and Wildlife. (2016). *Verbal Communication* on November 2, 2016
- Peters, A., Walter-Shea, E., Ji, L, Vina, A., Hayes, M., and Svoboda, M.D. (2002). *Drought Monitoring with NDVI-Based Standardized Vegetation Index. Photogrammetric Engineering & Remote Sensing v. 68, no. 1, pg. 71-75.*
- Pettorelli, N. (2013). *The Normalized Difference Vegetation Index. First edition.* Published 2013 by Oxford University Press.
- Pinzon, J., Brown, M., and Tucker, C. (2004). *Monitoring Seasonal and International Variations in Land-surface Vegetation from 1981-2003 Using GIMMS NDVI.*
- Roy, D., Kovalskyy, V., Zhang, H., Vermote, E., Yan, L., Kumar, S, and Egorov, A. (2016). *Characterization of Landsat-7 to Landsat-8 Reflective Wavelength and Normalized Difference Vegetation Index Continuity. Remote Sensing of Environment v. 185, pg. 57-70. January 12, 2016.*
- Inland Empire Utilities Agency and Chino Basin Watermaster. (2008). *Memorandum of Understanding, Cooperative Efforts for Monitoring Programs Between the Inland Empire Utilities Agency and the Chino Basin Watermaster, Bright Line Approach.* 17 December 2008
- Intera Inc. (2015). *Memorandum Remote-Sensing Based Evaluation of Temporal Changes in Riparian Vegetation Health Along Temescal Creek, Prado Reservoir, Corona, California. Prepared for Orange County Water District.* January 30, 2015.
- Santa Ana River Watermaster. (2020). *Forty Seventh Annual Report of the Santa Ana River Watermaster for Water Year October 1, 2018 – September 30, 2019. Draft Report. Prepared for Orange County Water District v. City of Chino, et al. Case No. 117628 – County of Orange.* March 2020
- Santa Ana Watershed Association. (2020). *Annual Regulatory Report Mitigation Projects July 1, 2018 – June 30, 2019.*
- Schimdt, H. and Karnieli, A. (2000). *Remote Sensing of Seasonal Variability of Vegetation in a Semi-Arid Environment. Journal Of Arid Environments V.45, Pg. 43-59.*
- She, X., Zhang L., Cen, Y., Wu, T., Changping, H., and Ali Baig, H. 2015. *Comparison of the Continuity of Vegetation Indices Derived from Landsat * OLI and Landsat 7 ETM+ Data Among Different Vegetation Types. Remote Sensing v.7, pg. 13485-13506.* October 16, 2015.
- Tanre, D., Holden, B., and Kaufman,Y. (1992). *Atmospheric Correction Algorithm for NOAA_AVHRR Products; Theory and Application. IEE Journal of Geosciences and Remote Sensing, V. 30, Pg. 231-248.*

Annual Report of the Prado Basin Habitat Sustainability Committee – WY 2021



- Tom Dodson & Associates. (2000). *Program Environmental Impact Report for the Optimum Basin Management Program (SCH#2000041047)*. Prepared for the Inland Empire Utilities Agency. July 2000.
- Tom Dodson & Associates. (2010). *Final Subsequent Environmental Impact Report for the Inland Empire Utilities Agency Peace II Agreement Project*. Prepared for the Inland Empire Utilities Agency. 25 September 2010.
- Tucker C., Justice, C., and Prince, S. (1986). *Monitoring the Grasslands of Sahel 1984-1985*. *International Journal of Remote Sensing*, v. 71, pg. 1571-1581.
- Tucker C., Grant, D., and Dykstra, J.D. (2004). *NASA's Global Orthorectified Landsat Data Set*. *Photogrammetric Engineering & Remote Sensing*, v. 70, pg. 313-322.
- United States Bureau of Reclamation, Lower Colorado Regional Office. (2008). *Hydraulic Control Monitoring Plan, Task 5.2: Vegetation Survey at the Prado Reservoir, Report No 2 of 5*. Prepared for the Inland Empire Utilities Agency. March 2008.
- United States Bureau of Reclamation, Lower Colorado Regional Office. (2015). *Riverside and San Bernardino Counties, California Inland Empire Utility Agency Hydraulic Control Monitoring Plan, Task 5.2: Report No 3 of 5. Draft Report*. April 2015.
- United States Bureau of Reclamation. (2020). *Technical Service Center Hydraulic Investigation and Laboratory Services Ecological Research Laboratory. Prado Basin Vegetation Survey September 2019 Riverside and San Bernardino Counties, California Inland Empire Utility Agency Task 5.2 Draft Report*. March 2020.
- United States Department of Agriculture. (1996). *Using NDVI to Assess Departure from Average Greenness and its Relation to Fire Business*. Burgan, R.E., Hartford, R.A, and Eidenshink, J.C. *General Technical Report INT-GTR-333*. April 1996.
- United States Department of Agriculture. (1999). *Percent Canopy Cover and Stand Structure Statistics from the Forest Vegetation Simulator*. April 1999.
- United States Department of Agriculture, Forest Service Region Pacific Southwest Region – State and Private Forestry. (2013). *Pest Alert. New Pest Complex in California: The Polyphagous Shot Hole Borer, Euwallacea sp., and Fusarium Dieback, Fusarium euwallaceae. R5-PR-032*. November 4, 2013.
- United State Geological Survey. (2013). *Landsat Ecosystem Disturbance Adaptive Processing System (LEDAPS) Algorithm Description. Open-File Report 2013-1057*. 2013.
- United State Geological Survey. (2016). *Product Guide – Landsat Surface Reflectance-Derived Spectral Indices. Version 3.3*. December 2016.
- United State Geological Survey. (2017a). *Product Guide – Landsat 4-7 Climate Data Record (CDR) Surface Reflectance. Version 7.2*. January 2017.
- United State Geological Survey. (2017b). *User Guide – Earth Resources Observation and Science (EROS) Center Science Processing Architecture (ESPA) On Demand Interface. Version 3.7*. January 2017.
- Verbesselt, J., Hyndman, R., Newnham, G., and Culvenor, D. (2010). *Detecting Trend and Seasonal Changes In Satellite Image Time-Series*. *Remote Sensing of Environmental*, V. 17, Pg. 231-235.
- Weiss, J., Gutzler, D., Allred Coonrod, J., and Dahm, C. (2004). *Long-term vegetation monitoring with NDVI in a diverse semi-arid setting central New Mexico, USA*. *Journal of Arid Environments* v. 58, pg. 249-272.
- Wildermuth Environmental, Inc. (1999). *Optimum Basin Management Program. Phase I Report*. Prepared for the Chino Basin Watermaster. August 19, 1999.
- Wildermuth Environmental, Inc. (2007). *2007 Chino Basin Watermaster Groundwater Model Documentation and Evaluation of the Peace II Project Description. Final Report*. November 2007.
- Wildermuth Environmental, Inc. (2015). *2013 Chino Basin Groundwater Model Update and Recalculation of Safe Yield Pursuant to the Peace Agreement (Final Report)*. Prepared for the Chino Basin Watermaster. October 2015.
- Wildermuth Environmental, Inc. (2016). *2016 Adaptive Management Plan for the Prado Basin Habitat Sustainability Program, Final*. Prepared for the Inland Empire Utilities Agency and Chino Basin Watermaster. August, 2016.

Annual Report of the Prado Basin Habitat Sustainability Committee – WY 2021



- Wildermuth Environmental, Inc. (2017). *Annual Report of the Prado Basin Habitat Sustainability Committee Water Year 2016*. July 2017.
- Wildermuth Environmental, Inc. (2018). *Annual Report of the Prado Basin Habitat Sustainability Committee Water Year 2017*. June 2018.
- Wildermuth Environmental, Inc. (2019). *Annual Report of the Prado Basin Habitat Sustainability Committee Water Year 2018*. June 2019.
- Wildermuth Environmental, Inc. (2020). *2020 Safe Yield Recalculation Report*. May 2020.
- Wang, J., Rich, P., Price, K., and Kettle, W. (2004). *Relations Between NDVI and Tree Productivity in The Central Great Plains*. *International Journal of Remote Sensing*, V. 25, Pg. 3127-3138.
- Woodside, G., at Orange County Water District. *Verbal communication* on March 15, 2017.
- Xie, Y., Sha, Z., and Yu, M. (2008). *Remote Sensing Imagery in Vegetation Mapping: A Review*. *Journal of Plant Ecology*. V. 1, no.1, pg 9-23.
- Xue, J. and Su, B. (2017). *Significant Remote Sensing Vegetation Indices a Review of Development and Applications*. *Journal of Sensors* V. 2017, Article ID 1353691 17 pages.
- Zemba, R., at Orange County Water District. *Verbal communication* on March 14, 2017.
- Zemba, R., at Orange County Water District. *Email communication* on April 5, 2018.



A.1 BACKGROUND

Multi-spectral remote-sensing measurements of the Earth’s surface from satellites are a verifiable means of deriving complete spatial coverage of environmental information. Remote-sensing measurements have been collected in a consistent manner over time. They are updated regularly and can be analyzed retrospectively, which has made these measurements useful in various types of ecological and environmental monitoring, including vegetation monitoring (USDA, 1996; Schidt and Karnieli, 2000; Campbell, 2007; Lillesand et al., 2008; Xie et al., 2008; Jones and Vaughnan, 2010).

Remote sensing-based methods of vegetation monitoring commonly use vegetation indices that can be calculated from the wavelengths of light absorbed and reflected by vegetation (Jensen, 2007). NDVI is a widely used numerical indicator of vegetation extent and quality that is calculated from remote-sensing measurements (Ke et al., 2015; Xue,J and Su, B., 2017). Moreover, NDVI is an index of greenness correlated with photosynthesis and can be used to assess temporal and spatial changes in the distribution, productivity, and dynamics of vegetation (Pettorelli, 2013). NDVI is calculated from visible and near-infrared radiation reflected by vegetation using the following formula:

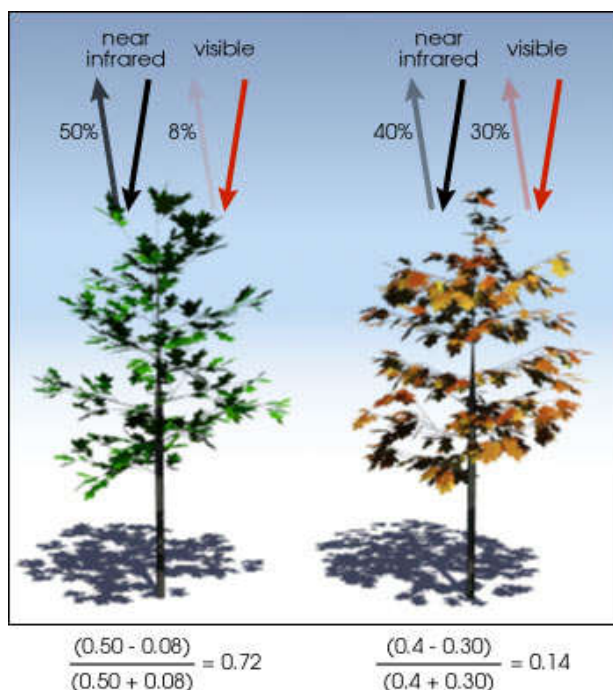
$$NDVI = \frac{(NIR - VIS)}{NIR + VIS}$$

Where: **NIR** = the spectral reflectance of near infrared radiation.

VIS = the spectral reflectance of visible (red) radiation.

During photosynthesis, healthy vegetation absorbs incoming visible light and reflects a large portion of near-infrared radiation. Unhealthy or dormant vegetation absorbs less visible light and reflects less near--infrared radiation. The figure¹ illustrates NDVI:

¹ [Nasa.gov](https://www.nasa.gov)



Near-infrared radiation and visible light spectral reflectance are both expressed as ratios of the reflected radiation over the incoming radiation (values between 0 and 1); therefore, NDVI estimates range between -1.0 and 1.0. Negative NDVI estimates correspond to standing water, and low positive values (0 to 0.1) correspond to non-vegetated areas, such as barren rock and sand, snow, and water. NDVI estimates ranging from 0.1 to 1.0 correspond to vegetated areas, with very low-end estimates indicating sparse, unhealthy, or dormant vegetation, and increasing estimates towards 0.9 indicating higher amounts of dense, healthy green vegetation.

Advantages and Limitations.

NDVI was chosen as a method for characterizing and monitoring the riparian habitat for the PBHSP for the following reasons:

- Peace II activities could cause regional changes in groundwater levels, which potentially could result in regional impacts to the riparian habitat that is dependent on shallow groundwater. The regional scale of NDVI makes it an appropriate “first indicator” of regional changes in the extent and quality of riparian vegetation. And, it has been widely used in the past to support similar environmental monitoring and management programs (Peters et al., 2002; Pinzon et al., 2004; Wang et al., 2004; Weiss et al., 2004; Intera, 2014; Verbesselt et al, 2010; Gandhi et al. 2015).
- There is a long time-series of historical NDVI (early 1980s to present) that spatially covers the entire Prado Basin. These datasets can be used to characterize the history of the spatial extent and quality of the riparian vegetation prior to and after the implementation of Peace II activities (2007).



- In the future, it is likely that multi-spectral remote sensing will continue to collect the commonly measured spectral bands that are used to calculate NDVI (red and near-infrared) and that these data will be available for use as part of the PBHSP at a low cost.

Like most monitoring tools, NDVI has its limitations, which can reduce its reliability and usefulness. Important examples include:

- Cloud cover, water vapor, and atmospheric contaminants can lead to false decreases in NDVI estimates compared to clear days (Tanre et al., 1992; Achard and Estreguil, 1995; Chen et al., 2004; Hird and McDermid, 2009).
- Satellite degradation, sensor errors, and data transmission errors can lead to false increases in NDVI estimates (James and Kalluri, 1994).
- Changes in soil moisture can lead to changes in NDVI estimates that are not necessarily related to changes in vegetation (Pettorelli, 2013).
- NDVI is a composite view of plant species diversity, form, structure, density, and vigor. As such, changes in NDVI may be caused by various changes in riparian habitat (Markon et al., 1995; Markon and Peterson, 2002). In other words, NDVI does not provide a complete picture of how and why vegetative changes are occurring; it simply indicates a change in vegetation.
- In densely vegetated areas, NDVI estimates have been shown to plateau during the growing season, indicating that NDVI can underestimate the green biomass in densely vegetated areas (Tucker et al., 1986).

These limitations demand that NDVI data be screened and filtered to identify or remove errors and noise. To reduce or eliminate noise, processing algorithms can be applied to “smooth” the time-series data and reveal patterns of change over time. For example, a smoothing technique applied in this report was the averaging of all NDVI from the growing season months. The average values are then plotted on time-series charts to display long-term trends in growing season vegetation quality.

The limitations also demand that NDVI not be interpreted in isolation. Interpretations of NDVI (vegetative changes) should be (i) verified with other georeferenced datasets, such as air photos and field vegetation surveys, and (ii) explained by comparison to datasets of causal factors of vegetative changes, such as water availability.

A.2 LANDSAT PROGRAM AND NDVI

The USGS and the National Aeronautics and Space Administration (NASA) jointly manage the Landsat Program,² a series of Earth-observing satellite missions that began in 1972 with sensors that observe the Earth’s surface and transmit information to ground stations that receive and process multi-spectral, remote-sensing data. Landsat satellites use technology that collects scenes of remote sensing

² [Nasa.gov](https://www.nasa.gov)



measurements at the same time and location on the Earth’s surface at a temporal frequency of about every two weeks. Landsat remote sensing measurements (Landsat imagery) is acquired in scenes that are approximately 106 by 115 miles. Landsat imagery is the only data source with more than thirty-years of continuous records of global land surface conditions at a spatial resolution of tens of meters (Tuck et al 2004). Landsat imagery is among the most widely used satellite imagery in ecology and conservation studies (Pettorelli, 2013), and the data have been available for no cost since about 2010.

The United States Geological Survey (USGS), in compliance with the Global Climate Observing System,³ produces spectral indices products from Landsat imagery to support land surface change studies, which includes NDVI from 1982 to present (USGS, 2016). The USGS uses remote sensing imagery from the Landsat satellites—*Landsat 4, Landsat 5, Landsat 7, and Landsat 8 (Landsat 4, 5, 7, and 8)*—to generate NDVI estimates of the Earth’s surface at a 30 x 30-meter pixel resolution. To apply the necessary atmospheric corrections and generate a surface reflectance product, the USGS uses a specialized software called Landsat Ecosystem Disturbance Adaptive Processing System (LEDAPS) to post-process the Landsat imagery (USGS 2015; 2017a). This surface reflectance product is then used to determine NDVI, among the other spectral indices.

A.3 Collection, Review, and Analysis of NDVI for the PBHSP

Collection

NDVI from the Landsat imagery for the period 1982 to 2021 were collected from the USGS, using the Earth Resources Observation and Science (EROS) Center Science Processing Architecture (ESPA) On Demand Interface⁴ (USGS 2017b). The interface requires a bulk request in the form of a text file list of specific Landsat scenes using the Landsat scene identifier ID.⁵ To obtain complete spatial coverage of the Prado Basin area, NDVI was requested for all Landsat scenes for Path 040, Rows 036 and 037.⁶ Table 1 below summarizes the Landsat satellites and periods for which NDVI was obtained to produce a near-continuous NDVI record.

³ [Link](#)

⁴ [USGS LINK](#)

⁵ Landsat imagery is captured in scenes that are about 106 by 114 miles. Each Landsat scene has a unique scene ID based on the specific Landsat satellite, Landsat path number, Landsat row number, and date the image was collected.

⁶ The Prado Basin is in an area of the Landsat path 040 that straddles Rows 036 and 037. Landsat scenes from Path 040 Row 036 and Path 040 Row 037 overlap each other throughout most of the Prado Basin region, but both are required to obtain complete spatial coverage of the Prado Basin.



Table 1. Landsat Satellites

Satellite	Instrument	Launched	Ended	Period of NDVI Data Obtained from USGS
Landsat 4	Thematic Mapper	July 16, 1982	December 14, 1993	1982 - 1983
Landsat 5	Thematic Mapper	March 1, 1984	June 5, 2013	1984 - 2011
Landsat 7	Enhanced Thematic Mapper	April 15, 1999	Still active	2012 - 2016
Landsat 8	Operational Land Imager	February 11, 2013	Still active	2013 - 2021

NDVI from scenes produced from the *Landsat 4, 5, 7, and 8* satellites were obtained from the USGS for the period 1982 through 2020. The source and frequency of availability of NDVI from the USGS varies over the period of record:

- From 1982 to 1989, NDVI is from Landsat 4 and 5 and is patchy, ranging from a frequency of eight days to one year.
- From 1990 to 1999, NDVI is from Landsat 5 at a frequency of 16 days.
- From 1999 to 2012, NDVI is from Landsat 5 and 7 at a frequency of eight days.
- From 2013 to 2021, NDVI is from Landsat 7 and 8 at a frequency of eight days.

NDVI were cataloged, processed, and uploaded into HydroDaVESM, a database management software that manages gridded datasets and features tools for viewing and extracting data.⁷ There is some overlap of NVDI data in areas where there is NVDI from Landsat scenes from Rows 036 and 037. HydroDaVE has the ability to compute a stacked average for Landsat scenes from Rows 036 and 037 for each NDVI pixel they overlay⁸ when viewing and extracting NDVI data.

Review

Spatial NDVI were reviewed for disturbances that can be caused by cloud cover, unfavorable atmospheric conditions, or satellite equipment malfunction. In HydroDaVESM, maps were prepared of spatial NDVI for the entire Prado Basin region for each date. The maps were reviewed and documented to identify specific dates for exclusion due to cloud cover or other disturbances. Erroneous NDVI estimates were discernable because NDVI patterns of permanent landscape features were distorted and/or NDVI estimates were clearly not consistent with estimates typically observed for a particular area both seasonally and over time. On average, about 21 percent of the NDVI were identified as erroneous and excluded from the

⁷ [Hydrodave Link](#)

⁸ Not all dates will have Landsat scenes for both Rows 036 and 037 if cloud cover was greater than 20 percent in one of them; Landsat scenes with a percent cloud cover greater than 20 percent were not obtained from the USGS for this study.



analysis. Most of which were rejected because of cloud coverage, which was further verified by referencing and viewing the specific Landsat scene on the USGS *EarthExplorer* website.⁹

After excluding erroneous NDVI estimates, there was one date for 1982, and there were no dates for 1983; as such, the time-series data discussed throughout Section 3 of the report include NDVI estimates for 1984-2021.

NDVI estimates derived from *Landsat 7* satellite imagery since mid-2003 have to be further reviewed date-by-date for the occurrence of spatial data gaps, resulting from the failure of the Scan Line Corrector (SLC) on the *Landsat 7* satellite, which accounts for the satellite's forward motion. SLC failure results in data gaps along scan line paths of variable widths and occurrences. An estimated 22 percent of any given *Landsat 7* scene is lost because of SLC failure; however, the imagery acquired between these gaps is valid and useable for analysis.¹⁰ All NDVI estimates derived from *Landsat 7* satellite imagery since 2003 were evaluated spatially date-by-date to determine if the valid portion of the data covers the defined areas of interest used for the temporal analysis of NDVI in the time series discussed in Section 3 of this report. Date-by-date analysis is necessary because the spatial position and size of the data gaps from the *Landsat 7* satellite vary for each date. Generally, areas of interest for NDVI analysis that are larger than about 400 square meters cannot use any NDVI determined from *Landsat 7* satellite imagery because it would include data gaps within the area; while areas of interest less than 400 square meters can use NDVI determined from the *Landsat 7* satellite imagery if the data gap area is not within the area of interest.

Analyses of Time-series Data

HydroDaVESM contains features to calculate and extract a spatial average NDVI for a designated area and time period. The NDVI spatial average for each available date is plotted in time-series charts to analyze seasonal and temporal changes for a defined area. Time-series charts of NDVI for various areas in the Prado Basin are first introduced in Section 3.1 of this report.

When viewing time-series charts of NDVI for the period of record, it should be noted that a methodological factor that can affect observed NDVI trends is the difference between the technology of the *Landsat 4, 5, and 7* satellites, and the *Landsat 8* satellite. The *Landsat 4, 5, and 7* satellites use thematic mapper technology to scan the land surface, whereas *Landsat 8* uses operational land imager sensors. It has been well documented that the NDVI estimates obtained from the operational land imager sensors used on the *Landsat 8* satellite generates slightly higher index values for vegetated land cover (Xu and Guo 2014; She et al., 2015). The *Landsat 8* satellite was launched in orbit in 2013, and since, NDVI has been available from both the *Landsat 7 and 8* satellites. In order to analyze the time-series of NDVI derived across all Landsat satellites for the period of record, a bias-correction factor of -0.05, derived from literature review (Li et al., 2014; Flood, 2014: and Ke et al., 2015), was used to transform all *Landsat 8* NDVI estimates such that all historical NDVI estimates could be analyzed collectively (Roy et al., 2016).

⁹ [Earthexplorer Link](#)

¹⁰ [Landsat Link](#)



A.4 References

- Achard F., and Estreguil, C. 1995. *Forest Classification of Southeast Asia Using NOAA AVHRR data*. Remote Sensing of the Environment v. 56, pg. 198-208.
- Chen, J., Jonsson, P., Tamura, M, Gu, Z., Matsushita, B., and Eklundh, L. 2004. *A Simple Method For Reconstructing A High-Quality NDVI Time-Series Data Set Based On The Savitzky-Golay Filter*. Remote Sensing Of Environment V. 91, Pg. 332-344.
- Campbell, 2007. *Introduction to Remote Sensing. Fourth edition*. Published 2007 Guilford Press.
- Gandhi, M., Parthiban, S., Thummalu, N., and A., C. 2015. *Ndvi: Vegetation Changes Detection Using Remote Sensing And Gis – A Case Study Of Vellore District*. Procedia Computer Science v. 57, pg. 1199-1210.
- Hird, J., and McDermid, G. 2009. *Noise reduction of NDVI time series: An Empirical Comparison of Selected Techniques*. Remote Sensing of Environment V. 113, Pg. 248-258.
- Intera Inc. 2015. *Memorandum Remote-Sensing Based Evaluation of Temporal Changes in Riparian Vegetation Health Along Temescal Creek, Prado Reservoir, Corona, California*. Prepared for Orange County Water District. January 30, 2015.
- Jones, H., and Vaughan, R. 2010. *Remote Sensing of Vegetation: Principles, Techniques and Applications*. Oxford University Press, Oxford.
- Jenson, J. 2007. *Remote Sensing of the Environment: An Earth Resource Perspective, Second Edition*. Published 2007 by Prentice-Hall, Upper Saddle River, N.J.
- James, M., and Kalluri, S. 1994. *The Pathfinder AVHRR Land Data Set; An Improved Coarse Resolution Data Set for Terrestrial Monitoring*. International Journal Of Remote Sensing V. 15, Pg. 3347-3363.
- Ke, Y., Im, J., Lee, J., Gong, H., and Ryu, Y. 2015. *Characteristics of Landsat 8 OLI-derived NDVI by Comparison with Multiple Sensors and In-Situ Observations*. Remote Sensing of Environment v. 164, pg. 298-313.
- Lillesand, T, Kiefer, R, and Chipman, J. 2008. *Remote Sensing and Image Interpretation, Sixth Edition*. Published in 2008 by John Wiley & Sons, New York.
- Markon, C., Fleming, M., and Binnian, E. 1995. *Characteristics of Vegetation Phenology Over Alaskan Landscape Using AVHRR Time-Series Data*. Polar Records v. 31, pg.179-190.
- Markon, C., and Peterson, K. 2002. *The Utility Of Estimating Net Primary Productivity Over Alaska Using Baseline AVHRR Data*. International Journal of Remote Sensing, v.23, pg. 4571-4596
- Pettorelli, N. 2013. *The Normalized Difference Vegetation Index*. First edition. Published 2013 by Oxford University Press.
- Peters, A., Walter-Shea, E., Ji, L, Vina, A., Hayes, M., and Svoboda, M.D. 2002. *Drought Monitoring with NDVI-Based Standardized Vegetation Index*. Photogrammetric Engineering & Remote Sensing v. 68, no. 1, pg. 71-75.
- Pinzon, J., Brown, M., and Tucker, C. 2004. *Monitoring Seasonal and International Variations in Land-surface Vegetation from 1981-2003 Using GIMMS NDVI* . [Landval Link](#)

Appendix A

NDVI



- She, X., Zhang L., Cen, Y., Wu, T., Changping, H., and Ali Baig, H. 2015. *Comparison of the Continuity of Vegetation Indices Derived from Landsat * OLI and Landsat 7 ETM+ Data Among Different Vegetation Types*. *Remote Sensing v.7*, pg. 13485-13506. October 16, 2015. pg. 13485-13506. October 16, 2015.
- Schimdt, H. and Karnieli, A. 2000. *Remote Sensing of Seasonal Variability of Vegetation In A Semi-Arid Environment*. *Journal of Arid Environments v.45*, pg. 43-59.
- Tucker C., Justice, C., and Prince, S. 1986. *Monitoring the Grasslands of Sahel 1984-1985*. *International Journal of Remote Sensing*, v. 71, pg. 1571-1581.
- Tucker C., Grant, D., and Dykstra, J.D. 2004. *NASA's Global Orthorectified Landsat Data Set*. *Photogrammetric Engineering & Remote Sensing*, v. 70, pg. 313-322.
- United State Geological Survey. 2013. *Landsat Ecosystem Disturbance Adaptive Processing System (LEDAPS) Algorithm Description*. Open-File Report 2013-1057. 2013.
- United State Geological Survey. 2016. *Product Guide – Landsat Surface Reflectance-Derived Spectral Indices*. Version 3.3. December 2016.
- United State Geological Survey. 2017a. *Product Guide – Landsat 4-7 Climate Data Record (CDR) Surface Reflectance*. Version 7.2. January 2017.
- United State Geological Survey. 2017b. *User Guide – Earth Resources Observation and Science (EROS) Center Science Processing Architecture (ESPA) On Demand Interface*. Version 3.7. January 2017.
- United States Department of Agriculture. 1996. *Using NDVI to Assess Departure From Average Greenness and its Relation to Fire Business*. Burgan, R.E., Hartford, R.A, and Eidenshink, J.C. *General Technical Report INT-GTR-333*. April 1996.
- Verbesselt, J., Hyndman, R., Newnham, G., and Culvenor, D. 2010. *Detecting Trend and Seasonal Changes In Satellite Image Time-Series*. *Remote Sensing of Environmental*, v. 17, pg. 231-235.
- Wang, J., Rich, P., Price, K., and Kettle, W. 2004. *Relations between NDVI and Tree Productivity in The Central Great Plains*. *International Journal of Remote Sensing*, v. 25, pg. 3127-3138.
- Weiss, J., Gutzler, D., Allred Coonrod, J., and Dahm, C. 2004. *Long-Term Vegetation Monitoring with NDVI In A Diverse Semi-Arid Setting Central New Mexico, USA*. *Journal of Arid Environments v. 58*, pg. 249-272.
- Xie, Y., Sha, Z., and Yu, M. 2008. *Remote Sensing Imagery In Vegetation Mapping: A Review*. *Journal of Plant Ecology*. V. 1, no.1, pg 9-23.
- Xue, J. and Su, B. 2017. *Significant Remote Sensing Vegetation Indices a Review of Development and Applications*. *Journal of Sensors V. 2017*, Article ID 1353691 17 pages

Mann-Kendall Analysis of NDVI



B.1 Introduction

The Mann-Kendall statistical trend test (Mann-Kendall test) was performed on the average growing--season NDVI metrics (NDVI) for the period of 1984 to 2020 for all 15 areas where NDVI are analyzed for the *Annual Report of the Prado Basin Habitat Sustainability Committee Water Year 2020*. The Mann--Kendall test was utilized to evaluate whether the average growing-season NDVI increased, decreased, or remained stable over time.

B.2 Methods

The Mann-Kendall test is a non-parametric statistical trend test. It is analogous to parametric trend testing such as regression (linear regression) except the data do not need to have a particular probability distribution (normal) and be accurately described by a particular measure of centrally tendency (mean, standard deviation, etc.) (Helsel and Hirsch, 2002).

To perform the test, the NDVI values are ordered chronologically and the signs (+/–) are recorded for all of the possible differences between a given NDVI value and every NDVI value that preceded it in the time series. The Mann-Kendall test statistic **S** is defined as the number of positive differences (+) minus the number of negative differences (–). From **S** and the number of NDVI values, **n**, the τ coefficient (analogous to the **r** correlation coefficient in linear associations) is then calculated. The τ coefficient represents the strength of the monotonic relationship between time and NVDI values with a possible range of -1 to 1. A perfect positive trend would yield a τ coefficient equal to 1, and a perfect negative trend would yield a τ coefficient equal to -1.

The Mann-Kendall test utilizes the null hypothesis that there is no trend. If the **S** test statistic and τ coefficient are significantly different than zero, the null hypothesis is rejected, and a trend exists. The level of statistical significance is expressed as a p-value between 0 and 1. The smaller the p-value the stronger the evidence that the null hypothesis should be rejected. In this study, a p-value of less than or equal to 0.05 was used to determine if a trend existed. In summary, the three possible outcomes of the test are

- Increasing trend (p-value \leq 0.05, $\tau > 0$)
- No trend (p-value $>$ 0.05)
- Decreasing trend (p-value \leq 0.05, $\tau < 0$)

B.4 Data Analysis and Results

The Mann-Kendall **S** test statistic, τ coefficient and p-value were computed for average-growing season NDVI from 1984 to 2020 for the 15 areas in Prado Basin, using the python package pyMannKendall (Hussain, 2019). Table B-1 through B-3 lists the results of the Mann-Kendall test for the three time periods of interest: 1984 through 2020; 1984 through 2006; and 2007 through 2020.

Appendix B

Mann-Kendall Analysis of NDVI Data I



Table B-1. 1984 to 2021

Area	n (number of NDVI values)	S Test Statistic	τ coefficient	p-value	Trend
Riparian Vegetation Extent	37	110	0.17	1.54E-01	No Trend
Chino Creek Area	37	414	0.62	6.61E-08	Increasing
Mill Creek Area	37	-32	-0.05	6.85E-01	No Trend
CC-1	38	349	0.50	1.21E-05	Increasing
CC-2	38	493	0.70	6.20E-10	Increasing
CC-3	38	453	0.64	1.33E-08	Increasing
CC-4	38	269	0.38	7.54E-04	Increasing
MC-1	38	339	0.48	2.14E-05	Increasing
MC-2	38	87	0.12	2.80E-01	No Trend
MC-3	38	91	0.13	2.58E-01	No Trend
MC-4	38	213	0.30	7.69E-03	Increasing
SAR-1	38	-97	-0.14	2.27E-01	No Trend
SAR-2	38	-59	-0.08	4.66E-01	No Trend
SAR-3	38	217	0.31	6.62E-03	Increasing
LP	38	207	0.29	9.60E-03	Increasing

Table B-2. 1984 to 2006

Area	n (number of NDVI values)	S Test Statistic	τ coefficient	p-value	Trend
Riparian Vegetation Extent	23	33	0.13	3.98E-01	No Trend
Chino Creek Area	23	99	0.39	9.65E-03	Increasing
Mill Creek Area	23	-97	-0.38	1.12E-02	Decreasing
CC-1	23	49	0.19	2.05E-01	No Trend
CC-2	23	137	0.54	3.28E-04	Increasing
CC-3	23	143	0.57	1.77E-04	Increasing
CC-4	23	19	0.08	6.35E-01	No Trend
MC-1	23	33	0.13	3.98E-01	No Trend
MC-2	23	-53	-0.21	1.70E-01	No Trend
MC-3	23	-47	-0.19	2.24E-01	No Trend
MC-4	23	13	0.05	7.51E-01	No Trend
SAR-1	23	1	0.00	1.00E+00	No Trend
SAR-2	23	-119	-0.47	1.83E-03	Decreasing
SAR-3	23	-55	-0.22	1.54E-01	No Trend
LP	23	-37	-0.15	3.42E-01	No Trend



Appendix B

Mann-Kendall Analysis of NDVI Data I

Table B-3. 2007 to 2021

Area	n (number of NDVI values)	S Test Statistic	τ coefficient	p-value	Trend
Riparian Vegetation Extent	14	3	0.03	9.13E-01	No Trend
Chino Creek Area	14	35	0.38	6.27E-02	No Trend
Mill Creek Area	14	29	0.32	1.25E-01	No Trend
CC-1	15	25	0.24	2.35E-01	No Trend
CC-2	15	63	0.60	2.15E-03	Increasing
CC-3	15	43	0.41	3.77E-02	Increasing
CC-4	15	41	0.39	4.78E-02	Increasing
MC-1	15	61	0.58	2.99E-03	Increasing
MC-2	15	49	0.47	1.75E-02	Increasing
MC-3	15	45	0.43	2.94E-02	Increasing
MC-4	15	-1	-0.01	1.00E+00	No Trend
SAR-1	15	77	0.73	1.69E-04	Increasing
SAR-2	15	43	0.41	3.77E-02	Increasing
SAR-3	15	51	0.49	1.33E-02	Increasing
LP	15	29	0.28	1.66E-01	No Trend

B.5 References

- Helsel, D.R., and Hirsch R.M. 2002. *Statistical Methods in Water Resources*. Techniques of Water Resource Investigations of the United States Geological Survey, Book, 4 Hydrological Analysis and Interpretation. September 2002.
- Hussain et al. 2019. *Journal of Open Source Software*. pyMannKendall: a python package for non parametric Mann Kendall family of trend tests. 4(39), 1556, <https://doi.org/10.21105/joss.01556>

CHINO BASIN WATERMASTER

II. BUSINESS ITEMS

B. AMENDMENT NUMBER 2 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT, GENERAL MANAGER



CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: June 23, 2022
TO: Board Members
SUBJECT: Amendment Number 2 to Amended and Restated Employment Agreement, General Manager (Business Item II.B.)

SUMMARY

Issue: At its May 26, 2022 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 2 to Amended and Restated Employment Agreement for consideration and possible action by the Board. [Normal Course of Business]

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 2022/23 budget.

Future Consideration

Watermaster Board – June 23, 2022: Approval

ACTIONS:

Watermaster Board – June 23, 2022:

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) as amended by a June 24, 2021 Amendment Number 1 to Amended and Restated Employment Agreement, and may be modified from time to time by agreement among the General Manager and the Watermaster Board.

DISCUSSION

At its May 26, 2022 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 2 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. Amendment Number 1 to Amended and Restated Employment Agreement, General Manager
3. Draft Amendment Number 2 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.

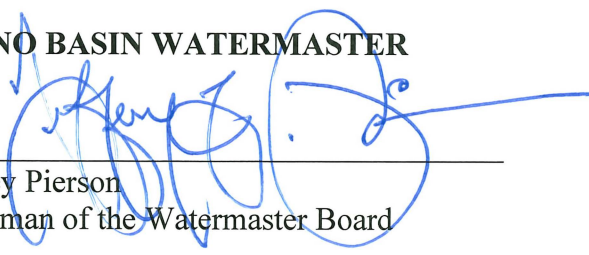
- b. **Waiver:** No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- c. **Construction of Terms:** All 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.

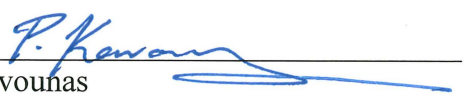
- e. **Controlling Law; Venue:** This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, with venue proper only in San Bernardino County, State of California.
- f. **Entire Agreement and Amendment:** In conjunction with the matters considered herein, 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 24, 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

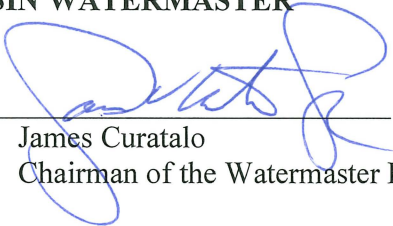
1. Section 2 of the Agreement is hereby amended in its entirety to read as follows:
 2. **Term of Employment**: The term of employment pursuant to this Agreement will commence on July 1, 2020, and will continue thereafter until June 30, 2026, unless earlier terminated pursuant to Section 9 below (the “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

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.

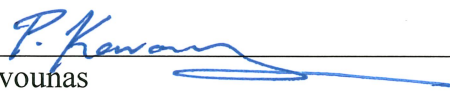
- e. **Controlling Law; Venue:** This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, with venue proper only in San Bernardino County, State of California.
- f. **Entire Agreement and Amendment:** In conjunction with the matters considered herein, 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 2
TO
AMENDED AND RESTATED EMPLOYMENT AGREEMENT

GENERAL MANAGER**

THIS AMENDMENT NUMBER 2 (“this Amendment”) is effective as of July __, 2022, 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, and as subsequently further amended by that DATE Amendment Number 1 to Amended and Restated Employment Agreement (collectively, 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 further 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 5.h. of the Agreement is hereby amended in its entirety to read as follows:
 - 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 twelve percent (12%) 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*, 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.

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

j. Retention Bonus: 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, Executive shall earn a retention bonus in the amount of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) ("Retention Bonus") on the Accrual Date. The Retention Bonus shall be paid to Executive in two installments, less applicable deductions and withholdings, as follows: (1) the first installment of \$75,000.00, less applicable deductions and withholdings, shall be paid on July 23, 2023, and (2) the second installment of \$60,000.00, less applicable deductions and withholdings, shall be paid on the earlier of (x) January 2024 or (y) the date of Executive's termination from employment. Under no circumstances will the Retention Bonus be prorated prior to the Accrual Date; Executive must be employed in good standing through the Accrual Date to earn all or any portion of the Retention Bonus.

3. Section 9.a.(i) of the Agreement is amended in its entirety to read as follows:

(i) will pay Executive (in addition to accrued compensation, including any unpaid installment(s) of the Retention Bonus if this Agreement is terminated on or after the Accrual Date and Executive has otherwise earned the Retention Bonus, accrued unused vacation time and Administrative Leave time, and reimbursement of expenses incurred through the termination date) severance pay in the amount of twelve (12) months of Executive's 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

4. Section 9.b. of the Agreement is amended in its entirety to read as follows:

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, including payout of any earned installment(s) of the Retention Bonus if the termination of Executive's employment occurs on or after the Accrual Date and Executive has otherwise earned the Retention Bonus, 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.

5. The title of Section 12 is hereby amended in its entirety to read as follows:

12. **Tax Consequences; Code Section 409A and 457(f):**

6. Sections 12.a., 12.b. and 12.c. are hereby amended in their entirety to read as follows:

- a. Executive understands and agrees that he is solely responsible for any and all taxes due as a result of any compensation, including the Retention Bonus and 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 (“Section 409A”) and Section 457(f) (“Section 457(f)”) of the Internal Revenue Code of 1986, as it may be amended from time to time. 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 and/or Section 457(f), or any damages for failing to comply with Section 409A and/or Section 457(f), 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 (i) either comply with or to be exempt from the requirements of Section 409A and (ii) comply with the applicable requirement of Section 457(f), 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 and/or Section 457(f), the Watermaster (without any obligation to do so or obligation to indemnify Executive for any failure to do so) may adopt, to the extent permitted by

applicable law and 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 (i) either (A) be exempt from the requirements of Section 409A or (B) comply with the requirements of Section 409A, and (ii) comply with the applicable requirements of Section 457(f).

7. 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.
8. Any inconsistent provision of the Agreement (including but not limited to cross-references) shall be read to be consistent with this Amendment and its purposes.

IN WITNESS WHEREOF, the parties to the Agreement have executed this Amendment Number 2 as of the date set forth below.

CHINO BASIN WATERMASTER

By: _____ Date: _____
James Curatalo
Chairman of the Watermaster Board

EXECUTIVE

Peter Kavounas Date: _____