

CHINO BASIN WATERMASTER



NOTICE OF MEETING

Thursday, June 22, 2023

11:00 a.m. – Watermaster Board Meeting

**CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING**

11:00 a.m. – June 22, 2023

Mr. Jim Curatalo, Chair

Mr. Jeff Pierson, Vice-Chair

Mr. Bob Kuhn, Secretary/Treasurer

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

This is an opportunity for members of the public to address the Board on any short non-agenda items that are within the subject matter jurisdiction of the Chino Basin Watermaster. No discussion or action can be taken on matters not listed on the agenda, per the Brown Act. Each member of the public who wishes to comment shall be allotted three minutes, and no more than three individuals shall address the same subject.

AGENDA – ADDITIONS/REORDER

I. CONSENT CALENDAR

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 25, 2023 *(Page 1)*

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of April 2023 *(Page 6)*
2. Watermaster VISA Check Detail for the month of April 2023 *(Page 17)*
3. Combining Schedule for the Period July 1, 2022 through April 30, 2023 *(Page 20)*
4. Treasurer's Report of Financial Affairs for the Period April 1, 2023 through April 30, 2023 *(Page 23)*
5. Budget vs. Actual Report for the Period July 1, 2022 through April 30, 2023 *(Page 27)*
6. Cash Disbursements for May 2023 (Information Only) *(Page 58)*

C. APPLICATION: RECHARGE – CHINO BASIN WATER CONSERVATION DISTRICT

Approve Chino Basin Water Conservation District's application for recharge and direct Watermaster staff to account for the same. *(Page 68)*

D. APPLICATION: LOCAL STORAGE AGREEMENT – ONAP

Approve the proposed agreements. *(Page 78)*

E. 2022 ANNUAL REPORT OF THE PRADO BASIN HABITAT SUSTAINABILITY COMMITTEE

Receive and file. (Page 86)

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. (Page 92)

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

Approve and authorize the General Manager to execute the contract on behalf of Watermaster. (Page 114)

H. FISCAL YEAR 2023/24 PROPOSED PAY SCHEDULE AND AMENDMENT TO MISSION SQUARE 401(a) QUALIFIED RETIREMENT PLAN ID 107757 EFFECTIVE JULY 1, 2023

Adopt the Fiscal Year 2023/24 Pay Schedule and Resolution 2023-04 as presented. (Page 137)

II. BUSINESS ITEMS

A. TASK ORDER NO. 7 UNDER MASTER AGREEMENT FOR COLLABORATIVE PROJECTS: CHINO CREEK REACH 1B MONITORING PROGRAM

Approve Task Order No. 7 as presented and authorize the General Manager to execute. (Page 142)

B. AMENDMENT NUMBER 3 TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT, GENERAL MANAGER

No recommendation. Public Board discussion, deliberation, and possible action on proposed employment agreement amendment. (Page 152)

III. REPORTS/UPDATES

A. WATERMASTER LEGAL COUNSEL

1. August 4, 2023 Hearing (City of Ontario Motion re 2022-23 Assessment Package; Court Tour of Chino Basin)
2. Court Tour of Chino Basin
3. Court of Appeal Case No. E079052 (City of Chino, MVIC, MVWD, City of Ontario appeal re OAP Expenses and Attorney Fees)
4. Court of Appeal Case No. E080457 (City of Ontario appeal re 2021-22 Assessment Package)
5. Court of Appeal Case No. E080533 (Cities of Chino, Ontario appeal re 2022-23 Watermaster budget expenses to support CEQA analysis)
6. Kaiser Permanente Lawsuit

B. ENGINEER

1. 2022 Prado Basin Habitat Sustainability Committee Annual Report
2. Planning and Coordination on the EPA Proposed MCLs for PFAS

C. CHIEF FINANCIAL OFFICER

1. FY 2022/23 Ongoing Auditing Activity by C.J. Brown & Company CPAs

D. GENERAL MANAGER

1. Recharge Activities
2. OBMP CEQA Update
3. July Meeting Schedule
4. Other

IV. BOARD MEMBER COMMENTS

V. OTHER BUSINESS

VI. CONFIDENTIAL SESSION – POSSIBLE ACTION

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

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION: a) Chino Basin Municipal Water District v. City of Chino et al., San Bernardino County Superior Court Case No: RCVRS51010

VII. FUTURE MEETINGS AT WATERMASTER

| | | | |
|----------|-----|------------|---------------------------------|
| 06/22/23 | Thu | 9:30 a.m. | Watermaster Orientation* |
| 06/22/23 | Thu | 11:00 a.m. | Watermaster Board |
| 08/10/23 | Thu | 9:00 a.m. | Appropriative Pool Committee |
| 08/10/23 | Thu | 11:00 a.m. | Non-Agricultural Pool Committee |
| 08/10/23 | Thu | 1:30 p.m. | Agricultural Pool Committee |
| 08/17/23 | Thu | 9:00 a.m. | Advisory Committee |
| 08/24/23 | Thu | 9:30 a.m. | Watermaster Orientation* |
| 08/24/23 | Thu | 11:00 a.m. | Watermaster Board |

* The Watermaster Orientation sessions are held in person with no remote access.

NOTE: Watermaster will be dark in July 2023 and can assist with any special meetings as requested. All regularly scheduled meetings will resume in August 2023.

ADJOURNMENT

DRAFT MINUTES
CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING

May 25, 2023

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 25, 2023.

WATERMASTER BOARD MEMBERS PRESENT AT WATERMASTER

| | |
|-------------------------------|---|
| James Curatalo, Chair | Appropriative Pool – Minor Representative |
| Jeff Pierson, Vice Chair | Agricultural Pool – Crops |
| Bob Kuhn, Secretary/Treasurer | Three Valleys Municipal Water District |
| Brian Geye for Bob Bowcock | Non-Agricultural Pool – CA Speedway Corporation |
| Scott Burton | City of Ontario |
| Steve Elie | Inland Empire Utilities Agency |
| Paul Hofer | Agricultural Pool – Dairy |
| Mike Gardner | Western Municipal Water District |
| Manny Martinez | Monte Vista Water District |

WATERMASTER BOARD MEMBERS ABSENT

| | |
|-------------|------------------------------------|
| Bob Bowcock | Non-Agricultural Pool – CalMat Co. |
|-------------|------------------------------------|

WATERMASTER STAFF PRESENT

| | |
|----------------------|---|
| Peter Kavounas | General Manager |
| Joseph Joswiak | Chief Financial Officer |
| Edgar Tellez Foster | Water Resources Mgmt. & Planning Director |
| Anna Nelson | Director of Administration |
| Justin Nakano | Water Resources Technical Manager |
| Frank Yoo | Data Services and Judgment Reporting Mgr. |
| Alexandria Moore | Executive Assistant I/Board Clerk |
| Ruby Favela Quintero | Administrative Analyst |
| Kelli Hills | Office Specialist/Receptionist |
| Alonso Jurado | Senior Field Operations Specialist |
| David Huynh | Senior Field Operations Specialist |

WATERMASTER CONSULTANTS PRESENT AT WATERMASTER

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

WATERMASTER CONSULTANTS PRESENT ON ZOOM

| | |
|--------------|-----------|
| Garrett Rapp | West Yost |
|--------------|-----------|

OTHERS PRESENT AT WATERMASTER

| | |
|-----------------|------------------------------------|
| Bob Feenstra | Agricultural Pool – Dairy |
| Ron Craig | City of Chino Hills |
| Chris Diggs | City of Pomona |
| Amanda Coker | Cucamonga Valley Water District |
| Chris Berch | Jurupa Community Services District |
| Bryan Smith | Jurupa Community Services District |
| Alyssa Coronado | Santa Ana River Water Company |

OTHERS PRESENT ON ZOOM

| | |
|-----------------|---------------------------------|
| Carol A.Z. Boyd | Agricultural Pool – State of CA |
| Gregor Larabee | Agricultural Pool – State of CA |
| Marilyn Levin | Agricultural Pool – State of CA |

Nicole deMoet
Braden Yu
Ben Roden
Eduardo Espinoza
Mark Gibboney
Tarren Alicia Torres
Derek Hoffman
Ben Lewis
Christiana Daisy
Jesse Pompa
Justin Scott-Coe
Justin Scott-Coe
Kevin O'Toole
Bill Wyatt
David De Jesus
Nicole deMoet
Braden Yu
Mallory Gandara
Richard Rees

City of Upland
City of Upland
Cucamonga Valley Water District
Cucamonga Valley Water District
Cucamonga Valley Water District
Egoscue Law Group, Inc.
Fennemore Law
Golden State Water Company
Inland Empire Utilities Agency
Jurupa Community Services District
Monte Vista Irrigation Company
Monte Vista Water District
Orange County Water District
Sheppard, Mullin, Richter & Hampton
Three Valleys Municipal Water District
West End Consolidated Water Co.
West End Consolidated Water Co.
Western Municipal Water District
WSP USA

FLAG SALUTE

Chair Curatalo led the Board in the flag salute.

CALL TO ORDER

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

ROLL CALL

(00:00:55) Ms. Moore conducted the roll call and announced that a quorum was present.

PUBLIC COMMENTS

None

AGENDA – ADDITIONS/REORDER

None

I. CONSENT CALENDAR

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

A. MINUTES

Approve as presented:

1. Minutes of the Watermaster Board Meeting held April 27, 2023

B. FINANCIAL REPORTS

Receive and file as presented:

1. Cash Disbursements for the month of March 2023
2. Watermaster VISA Check Detail for the month of March 2023
3. Combining Schedule for the Period July 1, 2022 through March 31, 2023
4. Treasurer's Report of Financial Affairs for the Period March 1, 2023 through March 31, 2023
5. Budget vs. Actual Report for the Period July 1, 2022 through March 31, 2023
6. Cash Disbursements for April 2023 (Information Only)

(00:02:53)

Motion by Mr. Steve Elie, seconded by Vice-Chair Jeff Pierson, there being no dissent, the item passed unanimously.

Moved to approve the Consent Calendar as presented.

II. BUSINESS ITEMS

A. WATERMASTER FISCAL YEAR 2023/24 APPROVED BUDGET

Adopt the Watermaster Fiscal Year 2023/24 Approved Budget as presented.

(00:03:30) Mr. Joswiak gave a presentation. A discussion ensued.

(00:19:37)

Motion by Vice-Chair Jeff Pierson, seconded by Mr. Mike Gardner, and passed unanimously by roll call vote as attached to these minutes.

Moved to adopt the Watermaster Fiscal Year 2023/24 Approved Budget (Business Item II.A.) as presented.

III. REPORTS/UPDATES

A. WATERMASTER LEGAL COUNSEL

1. May 12, 2023 Hearing (Watermaster Motion for Receipt and Filing of Semi-Annual OBMP Status Report; City of Ontario Motion re 2022-23 Assessment Package)
2. August 4 2023 Hearing (City of Ontario Motion re 2022-23 Assessment Package; Court Tour of Chino Basin)
3. Court Tour of Chino Basin
4. Court of Appeal Case No. E079052 (City of Chino, MVIC, MVWD, City of Ontario appeal re OAP Expenses and Attorney Fees)
5. Court of Appeal Case No. E080457 (City of Ontario appeal re 2021-22 Assessment Package)
6. Court of Appeal Case No. E080533 (Cities of Chino, Ontario appeal re 2022-23 Watermaster budget expenses to support CEQA analysis)
7. Kaiser Permanente Lawsuit

(00:20:57) Mr. Slater gave a report. A discussion ensued.

B. ENGINEER

1. 2023 Storage Framework Investigation
2. Data Collection and Evaluation Report for FY 2021/2022
3. Board-Requested Recharge Project Analysis

(00:47:28) Mr. Rapp gave a report on items 1 and 3, and gave a presentation on item 2. A discussion ensued.

C. CHIEF FINANCIAL OFFICER

None

D. GENERAL MANAGER

1. 2022/23 DYY Operation
2. AgMAR
3. Available Grant Opportunities
4. Regional Reliability
5. Aruna Reddy Intervention Request
6. Chino Basin Stakeholder BBQ
7. Other

(01:04:14) Mr. Kavounas introduced Mr. Nakano to give a report on items 1 and 2, Mr. Malone gave a report on item 3. On item 4, Mr. Kavounas gave a report on Regional Reliability and requested direction from the Board members to pursue the effort with the three Municipal Water Districts; the Board unanimously supported the effort. On item 5, he stated that the Aruna Reddy Intervention Request will be brought back to the agendas when information from the well owner has been received and reviewed. For item 6, he reminded the Board of the Chino Basin Stakeholder BBQ hosted at the Conservation District in the evening on May 25, 2023.

(01:22:40) Under Other, he mentioned an article regarding the Colorado River deal and introduced Mr. Slater to give a further report. Mr. Kavounas also addressed the new keypad locks that have been installed on the Watermaster premises. A discussion ensued.

IV. BOARD MEMBER COMMENTS

(01:40:29) Mr. Gardner encouraged all to attend the Watermaster orientation sessions indicating that they are well done and very educational.

(01:40:55) Chair Curatalo encouraged stakeholders to attend all Watermaster meetings as they are informative and helpful to understand Chino Basin.

(01:42:50) Vice-Chair Pierson thanked Watermaster staff for the presentations.

(01:43:15) Mr. Hofer raised a question regarding uncaptured stormwater; Mr. Malone committed to give a presentation at a future meeting after all the data has been collected and processed.

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 12:45 p.m. to discuss the following:

1. General Manager Performance Evaluation

Confidential Session concluded at 1:36 p.m. with the reportable action shown below:

The Board members directed general counsel to meet with the General Manager and to prepare a proposed modification to the existing contract that will be placed on the Board's June agenda as a public item for discussion.

ADJOURNMENT

Chair Curatalo adjourned the Watermaster Board meeting at 1:38 p.m.

Secretary: _____

Approved: _____

Attachments:

1. 20230525 Roll Call Vote Outcome for Business Item II.A.

ATTACHMENT 1

May 25, 2023 Watermaster Board Meeting Roll Call Vote Outcome

| Member | Alternate | II.A. |
|--------------------------------|------------------|---------------------------|
| Burton, Scott | | Yes |
| Geye, Brian for Bowcock, Bob | Yes | |
| Elie, Steve | | Yes |
| Gardner, Mike | | Yes |
| Hofer, Paul | | Yes |
| Kuhn, Bob, Secretary/Treasurer | | Yes |
| Martinez, Manny | | Yes |
| Pierson, Jeff, Vice-Chair | | Yes |
| Curatalo, James, Chair | | Yes |
| | OUTCOME: | Passed Unanimously |



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 22, 2023
TO: Board Members
SUBJECT: Cash Disbursement Report - Financial Report B1 (April 30, 2023)
(Consent Calendar Item I.B.1.)

SUMMARY

Issue: Record of Cash Disbursements for the month of April 2023. [Normal Course of Business]

Recommendation: Receive and file Cash Disbursements for April 2023 as presented.

Financial Impact: Funds disbursed were included in the FY 2022/23 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 22, 2023: Receive and File

ACTIONS:

Appropriative Pool – June 8, 2023: Received and filed

Non-Agricultural Pool – June 8, 2023: Moved unanimously to receive and file, without approval

Agricultural Pool – June 8, 2023: Received and filed

Advisory Committee – June 15, 2023: Received and filed

Watermaster Board – June 22, 2023:

*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 2023 were \$483,632.36.

The most significant expenditure during the month was to West Yost Associates in the amount of \$192,580.82 (check number 24087 dated April 26, 2023). There were no other checks greater than \$50,000 issued during the month of April 2023.

ATTACHMENTS

1. Financial Report – B1

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2023

| Type | Date | Num | Name | Memo | Account | Paid Amount |
|-----------------|------------|---------------------|---|--|--------------------------------------|-------------|
| Bill Pmt -Check | 04/04/2023 | ACH 040423 | CALPERS | 1394905143 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/01/2023 | 1394905143 | | Medical Insurance Premiums - April 2023 | 60182.1 - Medical Insurance | 13,219.41 |
| TOTAL | | | | | | 13,219.41 |
| General Journal | 04/04/2023 | 04/04/2023 | HEALTH EQUITY | Health Equity Invoice 4993259 | 1012 - Bank of America Gen'l Ckg | |
| | | | HEALTH EQUITY | Health Equity Invoice 4993259 | 1012 - Bank of America Gen'l Ckg | 151.40 |
| TOTAL | | | | | | 151.40 |
| General Journal | 04/05/2023 | 04/05/2023 | Payroll and Taxes for 03/19/23-04/01/23 | Payroll and Taxes for 03/19/23-04/01/23 | 1012 - Bank of America Gen'l Ckg | |
| | | | ADP, LLC | Direct Deposits for 03/19/23-04/01/23 | 1012 - Bank of America Gen'l Ckg | 39,003.08 |
| | | | ADP, LLC | Payroll Taxes for 03/19/23-04/01/23 | 1012 - Bank of America Gen'l Ckg | 13,603.47 |
| | | | MISSIONSQUARE RETIREMENT | 457(b) EE Deductions for 03/19/23-04/01/23 | 1012 - Bank of America Gen'l Ckg | 6,102.46 |
| | | | MISSIONSQUARE RETIREMENT | 401(a) EE Deductions for 03/19/23-04/01/23 | 1012 - Bank of America Gen'l Ckg | 2,071.89 |
| TOTAL | | | | | | 60,780.90 |
| Bill Pmt -Check | 04/05/2023 | ACH 040523 | PUBLIC EMPLOYEES' RETIREMENT SYSTEM | Payor #3493 | 1012 - Bank of America Gen'l Ckg | |
| General Journal | 03/31/2023 | 03/31/2023 | PUBLIC EMPLOYEES' RETIREMENT SYSTEM | CalPERS Retirement for 09/19/23-04/01/23 | 2000 - Accounts Payable | 10,153.42 |
| TOTAL | | | | | | 10,153.42 |
| Bill Pmt -Check | 04/06/2023 | 24046 | APPLIED COMPUTER TECHNOLOGIES | 35692 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 03/01/2023 | 35692 | | Database Consulting Services - March 2023 | 6052.2 - Applied Computer Technol | 4,050.00 |
| TOTAL | | | | | | 4,050.00 |
| Bill Pmt -Check | 04/06/2023 | 24047 | BURRTEC WASTE INDUSTRIES, INC. | Customer 136525395 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/01/2023 | N2113436275 | | April 2023 | 6024 - Building Repair & Maintenance | 142.50 |
| TOTAL | | | | | | 142.50 |
| Bill Pmt -Check | 04/06/2023 | 24048 | CHEF DAVE'S CATERING & EVENT SERVICES | 1852B | 1012 - Bank of America Gen'l Ckg | |
| Bill | 03/23/2023 | 1852B | | Board meeting lunch 03/23/23. | 6312 - Meeting Expenses | 479.47 |
| TOTAL | | | | | | 479.47 |
| Bill Pmt -Check | 04/06/2023 | 24049 | ELIE, STEVEN | Board Member Compensation | 1012 - Bank of America Gen'l Ckg | |
| Bill | 03/02/2023 | 03-02 Admin Meeting | | 03/02/23 Admin meeting with Peter Kavounas | 6311 - Board Member Compensation | 125.00 |
| Bill | 03/23/2023 | 03-23 Board Meeting | | 03/23/23 Board meeting | 6311 - Board Member Compensation | 125.00 |
| TOTAL | | | | | | 250.00 |
| Bill Pmt -Check | 04/06/2023 | 24050 | EMPOWER LAB | 2690 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 03/01/2023 | 2690 | | Elab Executive Coaching | 6193 - Employee Training | 500.00 |

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2023

| TOTAL | Type | Date | Num | Name | Memo | Account | Paid Amount |
|-------|-----------------|------------|-------------------|---------------------------------------|---|--------------------------------------|-------------|
| | | | | | | | 500.00 |
| | Bill Pmt -Check | 04/06/2023 | 24051 | LAW OFFICE OF ALLEN W. HUBSCH | March 2023 | 1012 - Bank of America Gen'l Ckg | |
| | Bill | 03/31/2023 | 89 | | Non-Ag Pool Legal Services - March 2023 | 8567 - Non-Ag Legal Service | 2,069.00 |
| TOTAL | | | | | | | 2,069.00 |
| | Bill Pmt -Check | 04/06/2023 | 24052 | STATE COMPENSATION INSURANCE FUND | 1000907873 | 1012 - Bank of America Gen'l Ckg | |
| | Bill | 04/01/2023 | 1000907873 | | Policy Term 2022 (03/26/2023 - 04/26/2023) | 60183 - Worker's Comp Insurance | 1,011.91 |
| TOTAL | | | | | | | 1,011.91 |
| | Bill Pmt -Check | 04/06/2023 | 24053 | ULTIMATE STAFFING SERVICES | 14325731 | 1012 - Bank of America Gen'l Ckg | |
| | Bill | 03/31/2023 | 14325731 | | Kelli Hills week ending 03/26/2023. | 6017 - Temporary Services | 1,401.93 |
| TOTAL | | | | | | | 1,401.93 |
| | Bill Pmt -Check | 04/06/2023 | 24054 | UNION 76 | XXXX-XXXX-XXXX-5049 | 1012 - Bank of America Gen'l Ckg | |
| | Bill | 03/28/2023 | Acct. ending 5049 | | Fuel Expenses - March 2023 | 6175 - Vehicle Fuel | 188.37 |
| TOTAL | | | | | | | 188.37 |
| | Bill Pmt -Check | 04/06/2023 | 24055 | VANGUARD CLEANING SYSTEMS | 121138 and 120570 | 1012 - Bank of America Gen'l Ckg | |
| | Bill | 03/31/2023 | 121138 | | March spraying 3/2, 3/9, 3/16, 3/23, and 3/30 | 6024 - Building Repair & Maintenance | 550.00 |
| | Bill | 04/01/2023 | 120570 | | Monthly cleaning service April 2023 | 6024 - Building Repair & Maintenance | 915.00 |
| TOTAL | | | | | | | 1,465.00 |
| | Bill Pmt -Check | 04/07/2023 | 24056 | ACWA JOINT POWERS INSURANCE AUTHORITY | 0699174 | 1012 - Bank of America Gen'l Ckg | |
| | Bill | 04/04/2023 | 0699174 | | May 2023 | 1409 - Prepaid Life, BAD&D & LTD | 257.69 |
| | | | | | April 2023 | 60191 - Life & Disab.Ins Benefits | 267.77 |
| TOTAL | | | | | | | 525.46 |
| | Bill Pmt -Check | 04/07/2023 | 24057 | CALIFORNIA BANK & TRUST | XXXX-XXXX-XXXX-6198 | 1012 - Bank of America Gen'l Ckg | |
| | Bill | 03/28/2023 | Acct. ending 6198 | | OPS In-Situ postage | 6042 - Postage - General | 11.72 |
| | | | | | Presentation remote | 6055 - Computer Hardware | 215.48 |
| | | | | | Misc. Office Supplies | 6031.7 - Other Office Supplies | 6.82 |
| | | | | | Misc. Office Supplies | 6031.7 - Other Office Supplies | 38.77 |
| | | | | | Misc. Office Supplies and toner | 6031.7 - Other Office Supplies | 314.83 |
| | | | | | Misc. Office Supplies | 6031.7 - Other Office Supplies | 5.97 |
| | | | | | Misc. Office Supplies | 6031.7 - Other Office Supplies | 7.49 |
| | | | | | Misc. Office Supplies | 6031.7 - Other Office Supplies | 9.15 |
| | | | | | Misc. Office Supplies | 6031.7 - Other Office Supplies | 23.70 |
| | | | | | Misc. Office Supplies | 6031.7 - Other Office Supplies | 62.27 |
| | | | | | Web Hosting 3 years | 6054 - Computer Software | 193.39 |

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2023

| Type | Date | Num | Name | Memo | Account | Paid Amount |
|------------------------|-------------------|-------------------|--|---|---|-----------------|
| | | | | Ruby Favela Quintero Annual Membership | 6111 · Membership Dues | 200.00 |
| | | | | Ruby Favela Quintero Book and eReader training | 6193 · Employee Training | 215.00 |
| | | | | Misc. Office Supplies | 6055 · Computer Hardware | 86.18 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 4.09 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 29.85 |
| | | | | Visio Plan 2 | 6054 · Computer Software | 15.00 |
| | | | | Personnel Committee Meeting | 6141 · Meeting Expenses | 189.96 |
| | | | | Misc. Office Supplies - toner | 6031.7 · Other Office Supplies | 119.48 |
| | | | | Management training - PK, JJ, AN, ETF | 6312 · Meeting Expenses | 98.03 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 3.30 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 94.70 |
| | | | | Lunch - Mike Gardner and Peter Kavounas | 6312 · Meeting Expenses | 47.31 |
| | | | | Staff breakfast - Employee Appreciation day | 6312 · Meeting Expenses | 118.83 |
| | | | | Breakfast - Steve Elie and Peter Kavounas | 6312 · Meeting Expenses | 53.86 |
| | | | | Lunch - Marty Zvirbulis and Peter Kavounas | 6312 · Meeting Expenses | 41.56 |
| | | | | OPS meeting breakfast, ETF, JN, AJ, DH and FY | 6312 · Meeting Expenses | 130.06 |
| | | | | Lunch - Edgar Tellez Foster and John Russ - IEUA | 6312 · Meeting Expenses | 57.63 |
| | | | | Anna Nelson Webinar training | 6193 · Employee Training | 219.00 |
| TOTAL | | | | | | 2,613.43 |
| Bill Pmt -Check | 04/07/2023 | 24058 | FIRST LEGAL NETWORK LLC | 40072791 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 03/31/2023 | 40072791 | | Court filings for March 2023 - Customer #84945 | 6061.5 · Court Filing Services | 640.53 |
| TOTAL | | | | | | 640.53 |
| Bill Pmt -Check | 04/07/2023 | 24059 | ACCENT COMPUTER SOLUTIONS, INC. | Invoice 157011 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/01/2023 | Invoice 157011 | | Monthly services - March 2023 | 6052.4 · IT Managed Services | 4,421.15 |
| | | | | Overwatch - March 2023 | 6052.5 · IT Data Backup/Storage | 699.00 |
| | | | | Omni Cloud - March 2023 | 6052.5 · IT Data Backup/Storage | 188.00 |
| | | | | Office 365 Subscriptions - Bus. Premier March 202 | 6052.4 · IT Managed Services | 237.50 |
| | | | | Image Office Storage - March 2023 | 6052.5 · IT Data Backup/Storage | 701.40 |
| TOTAL | | | | | | 6,247.05 |
| Bill Pmt -Check | 04/07/2023 | 24060 | FAVELA QUINTERO, RUBY | Employee Expense Reimbursement | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/05/2023 | Reimbursement | | Miscellaneous office supplies | 6031.7 · Other Office Supplies | 38.07 |
| | | | | Miscellaneous office supplies | 6031.7 · Other Office Supplies | 7.67 |
| | | | | Mileage reimbursement. | 6173 · Airfare/Mileage | 1.97 |
| TOTAL | | | | | | 47.71 |
| General Journal | 04/11/2023 | 04/11/2023 | HEALTH EQUITY | Health Equity Invoice 5029079 | 1012 · Bank of America Gen'l Ckg | |
| | | | HEALTH EQUITY | Health Equity Invoice 5029079 | 1012 · Bank of America Gen'l Ckg | 42.50 |

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2023

| Type | Date | Num | Name | Memo | Account | Paid Amount |
|-----------------|------------|------------|---------------------------------|--|-----------------------------------|-------------|
| TOTAL | | | | | | 42.50 |
| Bill Pmt -Check | 04/11/2023 | 24061 | C.J. BROWN & COMPANY, CPAs | Ongoing Audit Expenses | 1012 - Bank of America Gen'l Ckg | |
| Bill | 03/31/2023 | March 2023 | | March 2023. | 6062 - Audit Services | 550.00 |
| TOTAL | | | | | | 550.00 |
| Bill Pmt -Check | 04/11/2023 | 24062 | CORELOGIC INFORMATION SOLUTIONS | 82170370 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 03/31/2023 | 82170370 | | March 2023 | 7525 - PE6&7 - Computer Services | 125.00 |
| TOTAL | | | | | | 125.00 |
| Bill Pmt -Check | 04/11/2023 | 24063 | ULTIMATE STAFFING SERVICES | 14328580 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/07/2023 | 14328580 | | Kelli Hills week ending 04/02/2023 | 6017 - Temporary Services | 1,420.88 |
| TOTAL | | | | | | 1,420.88 |
| General Journal | 04/14/2023 | 04/14/2023 | ADP, LLC | ADP Tax Service for 04/01/23-630595026 | 1012 - Bank of America Gen'l Ckg | |
| | | | ADP, LLC | ADP Tax Service for 03/18/23-630595026 | 1012 - Bank of America Gen'l Ckg | 164.52 |
| | | | ADP, LLC | ADP Tax Service for 04/01/23-630595026 | 1012 - Bank of America Gen'l Ckg | 170.93 |
| TOTAL | | | | | | 335.45 |
| Check | 04/17/2023 | 04/17/2023 | Service Charge | Service Charge | 1012 - Bank of America Gen'l Ckg | |
| | | | | Service Charge | 6039.1 - Banking Service Charges | 1,144.13 |
| TOTAL | | | | | | 1,144.13 |
| Bill Pmt -Check | 04/18/2023 | 24064 | DAILY BULLETIN | 900421820 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/07/2023 | 900421820 | | Seven day digital access - 26 weeks | 6112 - Subscriptions/Publications | 95.95 |
| TOTAL | | | | | | 95.95 |
| Bill Pmt -Check | 04/18/2023 | 24065 | LEGAL SHIELD | 111802 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/15/2023 | 111802 | | Employee deductions - April 2023 | 60194 - Other Employee Insurance | 203.25 |
| TOTAL | | | | | | 203.25 |
| Bill Pmt -Check | 04/18/2023 | 24066 | VERIZON WIRELESS | 470810953-00002 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 03/31/2023 | 9931713964 | | Mar 05 - Apr 04 | 6022 - Telephone | 388.09 |
| TOTAL | | | | | | 388.09 |
| General Journal | 04/18/2023 | 23/04/17 | HEALTH EQUITY | Health Equity Invoice 5055986 | 1012 - Bank of America Gen'l Ckg | |
| | | | HEALTH EQUITY | Health Equity Invoice 5055986 | 1012 - Bank of America Gen'l Ckg | 131.76 |
| TOTAL | | | | | | 131.76 |

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2023

| Type | Date | Num | Name | Memo | Account | Paid Amount |
|-----------------|------------|----------------------|---|--|-----------------------------------|-------------|
| General Journal | 04/20/2023 | 04/20/2023 | Payroll and Taxes for 04/02/23-04/15/23 | Payroll and Taxes for 04/02/23-04/15/23 | 1012 · Bank of America Gen'l Ckg | |
| | | | ADP, LLC | Direct Deposits for 04/02/23-04/15/23 | 1012 · Bank of America Gen'l Ckg | 35,778.34 |
| | | | ADP, LLC | Payroll Taxes for 04/02/23-04/15/23 | 1012 · Bank of America Gen'l Ckg | 12,596.27 |
| | | | MISSIONSQUARE RETIREMENT | 457(b) EE Deductions for 04/02/23-04/15/23 | 1012 · Bank of America Gen'l Ckg | 6,102.46 |
| | | | MISSIONSQUARE RETIREMENT | 401(a) EE Deductions for 04/02/23-04/15/23 | 1012 · Bank of America Gen'l Ckg | 2,071.89 |
| TOTAL | | | | | | 56,548.96 |
| General Journal | 04/15/2023 | 04/15/2023 | PUBLIC EMPLOYEES' RETIREMENT SYSTEM | CalPERS Retirement for 04/02/23-04/15/23 | 2000 · Accounts Payable | 10,153.42 |
| TOTAL | | | | | | 10,153.42 |
| Bill Pmt -Check | 04/24/2023 | 24067 | CUCAMONGA VALLEY WATER DISTRICT | Office Lease Payment | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/18/2023 | 05/01/23 Lease Pymt. | | Lease payment due May 1, 2023 | 1422 · Prepaid Rent | 8,218.70 |
| TOTAL | | | | | | 8,218.70 |
| Bill Pmt -Check | 04/24/2023 | 24068 | CURATALO, JAMES | Board Member Compensation | 1012 · Bank of America Gen'l Ckg | |
| Bill | 03/03/2023 | 03-03 Admin Meeting | | 03/03/23 Briefing with PK, Watermaster Legal Cou | 6311 · Board Member Compensation | 125.00 |
| Bill | 03/06/2023 | 03-06 Agenda Review | | 03/06/23 Board Agenda Review | 6311 · Board Member Compensation | 125.00 |
| Bill | 03/07/2023 | 03-07 Admin Meeting | | 03/07/23 Meeting with Watermaster Legal Counsel | 6311 · Board Member Compensation | 125.00 |
| Bill | 03/09/2023 | 03-09 AP Meeting | | 03/09/23 Appropriate Pool Meeting | 6311 · Board Member Compensation | 125.00 |
| Bill | 03/13/2023 | 03-13 Personnel Mtg. | | 03/13/23 Personnel Committee Meeting | 6311 · Board Member Compensation | 125.00 |
| Bill | 03/16/2023 | 03-16 AC Meeting | | 03/16/23 Advisory Committee Meeting | 6311 · Board Member Compensation | 125.00 |
| Bill | 03/19/2023 | 03-19 Admin Meeting | | 03/19/23 Meeting with Watermaster Legal Counsel | 6311 · Board Member Compensation | 125.00 |
| Bill | 03/20/2023 | 03-20 Agenda Review | | 03/20/23 Board Agenda Review | 6311 · Board Member Compensation | 125.00 |
| Bill | 03/21/2023 | 03-21 WM Budget | | 03/21/23 Watermaster Budget Release | 6311 · Board Member Compensation | 125.00 |
| Bill | 03/23/2023 | 03-23 Board Meeting | | 03/23/23 Watermaster Board Meeting | 6311 · Board Member Compensation | 125.00 |
| TOTAL | | | | | | 1,250.00 |
| Bill Pmt -Check | 04/24/2023 | 24069 | DE BOOM, NATHAN | Ag Pool Member Compensation | 1012 · Bank of America Gen'l Ckg | |
| Bill | 03/09/2023 | 03-09 AG Meeting | | 03/09/23 Agricultural Pool meeting | 8470 · Ag Meeting Attend -Special | 125.00 |
| TOTAL | | | | | | 125.00 |
| Bill Pmt -Check | 04/24/2023 | 24070 | FILIPPI, GINO | Ag Pool member Compensation | 1012 · Bank of America Gen'l Ckg | |
| Bill | 03/09/2023 | 03-09 AG Meeting | | 03/09/23 Agricultural Pool Meeting | 8470 · Ag Meeting Attend -Special | 125.00 |
| Bill | 03/16/2023 | 03-16 AC Meeting | | 03/16/23 Advisory Committee Meeting | 8470 · Ag Meeting Attend -Special | 125.00 |
| Bill | 03/23/2023 | 03-23 Board Meeting | | 03/23/23 Board Meeting | 8470 · Ag Meeting Attend -Special | 125.00 |
| TOTAL | | | | | | 375.00 |
| Bill Pmt -Check | 04/24/2023 | 24071 | FRONTIER COMMUNICATIONS | 909-484-3890-050914-5 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/10/2023 | 90948438900509145 | | Office fax | 6022 · Telephone | 220.14 |
| TOTAL | | | | | | 220.14 |

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2023

| Type | Date | Num | Name | Memo | Account | Paid Amount |
|------------------------|-------------------|----------------------|---|--|--|------------------|
| Bill Pmt -Check | 04/24/2023 | 24072 | GEYE, BRIAN | Non-Ag Pool and Board Member Compensation | 1012 - Bank of America Gen'l Ckg | |
| Bill | 03/09/2023 | 03-09 Non-Ag Mtg. | | 03/09/2023 Non-Agricultural Pool Meeting | 8511 - Non-Ag Pool Member Compensation | 125.00 |
| Bill | 03/13/2023 | 03-13 Personnel Mtg. | | 03/13/2023 Personnel Committee Meeting | 8511 - Non-Ag Pool Member Compensation | 125.00 |
| Bill | 03/16/2023 | 03-16 AC Meeting | | 03/16/2023 Advisory Committee Meeting | 8511 - Non-Ag Pool Member Compensation | 125.00 |
| Bill | 03/21/2023 | 03-21 Budget Release | | 03/21/2023 Budget Release | 8511 - Non-Ag Pool Member Compensation | 125.00 |
| Bill | 03/23/2023 | 03-23 Board Mtg. | | 03/23/2023 Board Meeting | 6311 - Board Member Compensation | 125.00 |
| TOTAL | | | | | | 625.00 |
| Bill Pmt -Check | 04/24/2023 | 24073 | GREAT AMERICA LEASING CORP. | 33858272 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/17/2023 | 33858272 | | Invoice for March 2023 | 6043.1 - Ricoh Lease Fee | 1,399.43 |
| | | | | Supply freight fee | 6043.2 - Ricoh Usage & Maintenance Fee | 10.72 |
| TOTAL | | | | | | 1,410.15 |
| Bill Pmt -Check | 04/24/2023 | 24074 | KUHN, BOB | Board Member Compensation | 1012 - Bank of America Gen'l Ckg | |
| Bill | 03/03/2023 | 03-03 Admin Meeting | | 03/03/23 Employee Appreciation Day | 6311 - Board Member Compensation | 125.00 |
| Bill | 03/06/2023 | 03-06 Admin Meeting | | 03/06/23 Administrative Meeting with GM | 6311 - Board Member Compensation | 125.00 |
| Bill | 03/09/2023 | 03-09 AP Meeting | | 03/09/23 Appropriative Pool Meeting | 6311 - Board Member Compensation | 125.00 |
| Bill | 03/16/2023 | 03-16 AC Meeting | | 03/16/23 Advisory Committee Meeting | 6311 - Board Member Compensation | 125.00 |
| Bill | 03/20/2023 | 03-20 Admin Meeting | | 03/20/23 Administrative Meeting with GM | 6311 - Board Member Compensation | 125.00 |
| Bill | 03/23/2023 | 03-23 Board Meeting | | 03/23/23 Board Meeting | 6311 - Board Member Compensation | 125.00 |
| TOTAL | | | | | | 750.00 |
| Bill Pmt -Check | 04/24/2023 | 24075 | OFFICE & ERGONOMIC SOLUTIONS, INC. | Proposal # 3088 Deposit | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/19/2023 | Proposal # 3088 | | Deposit for office chairs for Boardroom | 6038 - Other Office Equipment | 1,847.91 |
| TOTAL | | | | | | 1,847.91 |
| Bill Pmt -Check | 04/24/2023 | 24076 | TALENT ADVISERS, LLC | 6013 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 03/31/2023 | 1856 | | March HR Consulting | 6013 - Human Resources Services | 1,000.00 |
| TOTAL | | | | | | 1,000.00 |
| Bill Pmt -Check | 04/24/2023 | 24077 | TOM DODSON & ASSOCIATES | CB271 23-3 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/17/2023 | CB271 23-3 | | CB271 23-3 | 6908.1 - 2022 OBMP Update-Dodson & Assoc | 12,546.90 |
| TOTAL | | | | | | 12,546.90 |
| Bill Pmt -Check | 04/24/2023 | 24078 | ULTIMATE STAFFING SERVICES | 14331436 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/14/2023 | 14331436 | | Kelli Hills week ending 04/09/2023 | 6017 - Temporary Services | 1,509.16 |
| TOTAL | | | | | | 1,509.16 |
| Bill Pmt -Check | 04/24/2023 | 24079 | UNITED HEALTHCARE | 052588073705 | 1012 - Bank of America Gen'l Ckg | |

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2023

| Type | Date | Num | Name | Memo | Account | Paid Amount |
|------------------------|-------------------|---------------------|---|--------------------------------------|---|-------------|
| Bill | 04/14/2023 | 052588073705 | | Dental Insurance Premium - May 2023 | 60182.2 · Dental & Vision Ins | 944.74 |
| TOTAL | | | | | | 944.74 |
| Bill Pmt -Check | 04/24/2023 | 24080 | WESTERN MUNICIPAL WATER DISTRICT | Board Member Compensation | 1012 · Bank of America Gen'l Ckg | |
| Bill | 03/09/2023 | 03-09 AP Meeting | | 03/09/23 Appropriative Pool Meeting | 6311 · Board Member Compensation | 125.00 |
| Bill | 03/16/2023 | 03-16 AC Meeting | | 03/16/23 Advisory Committee Meeting | 6311 · Board Member Compensation | 125.00 |
| Bill | 03/23/2023 | 03-23 Board Meeting | | 03/23/23 Watermaster Board Meeting | 6311 · Board Member Compensation | 125.00 |
| TOTAL | | | | | | 375.00 |
| General Journal | 04/24/2023 | 04/24/2023 | HEALTH EQUITY | Health Equity Invoice 4950154 | 1012 · Bank of America Gen'l Ckg | |
| | | | HEALTH EQUITY | Health Equity Invoice 4950154 | 1012 · Bank of America Gen'l Ckg | 97.25 |
| TOTAL | | | | | | 97.25 |
| Bill Pmt -Check | 04/25/2023 | 24081 | READY REFRESH | 0023230253 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/20/2023 | 23D0023230253 | | Office Water Bottle - April 2023 | 6031.7 · Other Office Supplies | 157.19 |
| | | | | Dispenser cleaning - every 6 months | 6031.7 · Other Office Supplies | 189.98 |
| TOTAL | | | | | | 347.17 |
| Bill Pmt -Check | 04/25/2023 | 24082 | STANDARD INSURANCE CO. | Policy # 00-649299-0009 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/20/2023 | 00 649299 0009 | | May 2023. | 60191 · Life & Disab.Ins Benefits | 992.03 |
| TOTAL | | | | | | 992.03 |
| Bill Pmt -Check | 04/25/2023 | 24083 | ULTIMATE STAFFING SERVICES | 14334261 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/21/2023 | 14334261 | | Kelli Hills week ending 04/16/2023 | 6017 · Temporary Services | 1,544.02 |
| TOTAL | | | | | | 1,544.02 |
| Bill Pmt -Check | 04/25/2023 | 24084 | VERIZON WIRELESS | 642073270-00002 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/12/2023 | 9932389159 | | Mar 13 - Apr 12 | 7525 · PE6&7 - Computer Services | 38.01 |
| TOTAL | | | | | | 38.01 |
| Bill Pmt -Check | 04/25/2023 | 24085 | VISION SERVICE PLAN | 817732791 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/19/2023 | 817732791 | | Vision Insurance Premium - May 2023 | 60182.2 · Dental & Vision Ins | 126.36 |
| TOTAL | | | | | | 126.36 |
| Bill Pmt -Check | 04/25/2023 | 24086 | ULTIMATE STAFFING SERVICES | 14317166, 14320008, 14322868 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 03/10/2023 | 14317166 | | Kelli Hills week ending 03/05/2023 | 6017 · Temporary Services | 1,515.60 |
| Bill | 03/17/2023 | 14320008 | | Kelli Hills week ending 03/12/2023 | 6017 · Temporary Services | 1,212.48 |
| Bill | 03/24/2023 | 14322868 | | Kelli Hills week ending 03/19/2023 | 6017 · Temporary Services | 1,515.60 |
| TOTAL | | | | | | 4,243.68 |

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2023

| Type | Date | Num | Name | Memo | Account | Paid Amount |
|-----------------|------------|------------|-------------------------------------|--|---|-------------|
| General Journal | 04/25/2023 | 04/25/2023 | HEALTH EQUITY | Health Equity Invoice 5077423 | 1012 - Bank of America Gen'l Ckg | |
| | | | HEALTH EQUITY | Health Equity Invoice 5077423 | 1012 - Bank of America Gen'l Ckg | 309.20 |
| TOTAL | | | | | | 309.20 |
| Bill Pmt -Check | 04/26/2023 | ACH 042623 | PUBLIC EMPLOYEES' RETIREMENT SYSTEM | Payor #3493 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/01/2023 | 04/01/2023 | | Annual Unfunded Accrued Liability-Plan 3299 | 60180 - Employers PERS Expense | 10,361.75 |
| TOTAL | | | | | | 10,361.75 |
| Bill Pmt -Check | 04/26/2023 | 24087 | WEST YOST | 2053169-2053187 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 03/31/2023 | 2053187 | | Support Implementation of the Safe Yield Court Or 7614 - PE8&9-Develop S&R Master Plan | | 35,962.00 |
| Bill | 03/31/2023 | 2053169 | | Advisory Committee Watermaster Meetings | 6206 - West Yost-Eng. Serv.-Advisory | 781.00 |
| | | | | Board Watermaster Meetings | 6306 - West Yost-Eng. Services-Board | 2,026.65 |
| | | | | Appropriative Pool Wwatermaster Meetings | 8306 - West Yost-Eng. Services-AP | 1,341.50 |
| | | | | Overlying Ag Pool Watermaster Meetings | 8406 - West Yost-Eng. Services-OAP | 973.00 |
| | | | | Overlying Non-Ag Pool Watermaster Meetings | 8506 - West Yost-Eng. Services-ONAP | 773.60 |
| Bill | 03/31/2023 | 2053170 | | (OBMP) Other Gen Meetings as Requested | 6901.8 - OBMP - Meeting - West Yost | 6,198.90 |
| Bill | 03/31/2023 | 2053171 | | (OBMP) Misc. Data Requests - GM/Watermaster S | 6906.71 - OBMP-Data Req.-CBWM Staff | 2,647.00 |
| Bill | 03/31/2023 | 2053172 | | (Judgment Admin) Misc. Data Requests - Non CB | 5906.72 - Admin-Data Req-Non CBWM Staff | 238.75 |
| Bill | 03/31/2023 | 2053173 | | SGMA Reporting for WY 2022 (FY 22/23) | 6901.95 - OBMP - Reporting - West Yost | 1,321.50 |
| Bill | 03/31/2023 | 2053174 | | Project Management (FY 22/23) | 6906 - OBMP Engineering Services | 2,241.75 |
| Bill | 03/31/2023 | 2053175 | | Support Development of 2020 OBMP CEQA Docu | 6906.26 - 2020 OBMP Update | 16,585.00 |
| Bill | 03/31/2023 | 2053176 | | 2022 State of the Basin Report (FY 22/23) | 6906.21 - State of the Basin Report | 20,279.25 |
| Bill | 03/31/2023 | 2053177 | | GWQMP: FIELD -as needed field support | 7502 - PE6&7-Engineering | 4,823.58 |
| | | | | GWQMP: DB-Field-Lab | 7502 - PE6&7-Engineering | 327.50 |
| | | | | GWQMP: DB-CBDC | 7502 - PE6&7-Engineering | 3,138.50 |
| | | | | HCMP: GWQ/SWQ - SARWC/NAWQA/SAR | 7502 - PE6&7-Engineering | 197.00 |
| | | | | GWQMP: LAB | 7505 - PE6&7-Lab Services | 3,405.00 |
| | | | | HCMP: GWQ/SWQ - SARWC/NAWQA/SAR-LAB | 7505 - PE6&7-Lab Services | 759.87 |
| Bill | 03/31/2023 | 2053178 | | GWLMP: HCMP/GWR/MZI/MZ3/MWL: SCHED | 7104.3 - Grdwtr Level-Engineering | 393.00 |
| | | | | GWLMP: KEY | 7104.3 - Grdwtr Level-Engineering | 381.25 |
| | | | | GWLMP: HCMP/GWR/MZI/MZ3/MWL: FIELD | 7104.3 - Grdwtr Level-Engineering | 9,665.90 |
| | | | | GWLMP: HCMP/GWR/MZI/MZ3/MWL: DB-WL | 7104.3 - Grdwtr Level-Engineering | 1,988.75 |
| | | | | GWLMP: DB-CBDC | 7104.3 - Grdwtr Level-Engineering | 3,517.00 |
| | | | | GWLMP: Northwest MZ-1 Area: GWLMP | 7104.3 - Grdwtr Level-Engineering | 2,038.25 |
| | | | | GWLMP: PBHSP | 7104.3 - Grdwtr Level-Engineering | 1,002.50 |
| Bill | 03/31/2023 | 2053179 | | Setup & Maintenance of Monitoring Network | 7402 - PE4-Engineering | 728.93 |
| | | | | Aquifer System Monitoring and Testing | 7402 - PE4-Engineering | 2,920.14 |
| | | | | BW-GLMP: InSAR | 7402 - PE4-Engineering | 695.00 |
| Bill | 03/31/2023 | 2053180 | | PBHSP - Vegetation Monitoring Program | 7302 - PBHSP Monitoring Prog-Eng. Serv | 11,365.50 |

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
April 2023

| Type | Date | Num | Name | Memo | Account | Paid Amount |
|-----------------------------|-------------------|-------------------|--|--|--|-------------------|
| | | | | PBHSP - Prepare Annual Report | 7302 · PBHSP Monitoring Prog-Eng. Serv | 2,846.25 |
| | | | | PBHSP - Meetings and Project Administration | 7302 · PBHSP Monitoring Prog-Eng. Serv | 6,173.00 |
| | | | | Guida Surveying Inc. | 7306 · PE3&5-Outside Professionals | 3,000.00 |
| Bill | 03/31/2023 | 2053181 | | PE2: Comprehensive Recharge Program (FY 22/2: 7202.2 · Engineering Svc | | 7,260.75 |
| Bill | 03/31/2023 | 2053182 | | 2023 Recharge Master Plan Update (FY 22/23) | 7210 · OBMP - 2023 RMPU | 2,514.00 |
| Bill | 03/31/2023 | 2053183 | | PE4/MZ-1: Meetings and Administration | 7402 · PE4-Engineering | 4,119.50 |
| | | | | Aquifer-System Monitoring | 7402.10 · PE4 - Northwest MZ1 Area Proj. | 1,699.00 |
| Bill | 03/31/2023 | 2053184 | | PE6-7: Coop Efforts/Salt Management (FY 22/23) | 7502 · PE6&7-Engineering | 24,915.75 |
| Bill | 03/31/2023 | 2053185 | | PE6-7: Update IEUA's RW Permits/Max Benefit Sa | 7510 · PE6&7-IEUA Salinity Mgmt. Plan | 295.00 |
| Bill | 03/31/2023 | 2053186 | | Santa Ana Watershed BMPTD (FY 22/23) | 7511 · PE6&7-SAWBMPTask Force | 1,040.00 |
| TOTAL | | | | | | 192,580.82 |
| Bill Pmt -Check | 04/28/2023 | 24088 | ABC LOCKSMITHS* | Deposit on Exterior/Interior Door Locks | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/27/2023 | Quote# q698 | | Doors and locks. | 6038 · Other Office Equipment | 8,000.00 |
| TOTAL | | | | | | 8,000.00 |
| Bill Pmt -Check | 04/28/2023 | 24089 | FAVELA QUINTERO, RUBY | Employee Expense Reimbursement | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/28/2023 | Reimbursement | | Board Orientation food. | 6031.7 · Other Office Supplies | 18.49 |
| | | | | Mileage reimbursement. | 6173 · Airfare/Mileage | 0.98 |
| TOTAL | | | | | | 19.47 |
| Bill Pmt -Check | 04/28/2023 | 24090 | NELSON, ANNA | Employee Expense Reimbursement | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/26/2023 | AWA Reimbursement | | Mileage reimbursement. | 6173 · Airfare/Mileage | 64.19 |
| | | | | AWA Conference meal. | 6191 · Conferences - General | 34.00 |
| | | | | Mileage reimbursement. | 6173 · Airfare/Mileage | 64.19 |
| TOTAL | | | | | | 162.38 |
| General Journal | 04/29/2023 | 04/29/2023 | Payroll and Taxes for 04/16/23-04/29/23 | Payroll and Taxes for 04/16/23-04/29/23 | 1012 · Bank of America Gen'l Ckg | |
| | | | ADP, LLC | Direct Deposits for 04/16/23-04/29/23 | 1012 · Bank of America Gen'l Ckg | 35,770.94 |
| | | | ADP, LLC | Payroll Taxes for 04/16/23-04/29/23 | 1012 · Bank of America Gen'l Ckg | 12,590.35 |
| | | | MISSIONSQUARE RETIREMENT | 457(b) EE Deductions for 04/16/23-04/29/23 | 1012 · Bank of America Gen'l Ckg | 6,102.46 |
| | | | MISSIONSQUARE RETIREMENT | 401(a) EE Deductions for 04/16/23-04/29/23 | 1012 · Bank of America Gen'l Ckg | 2,071.89 |
| TOTAL | | | | | | 56,535.64 |
| Total Disbursements: | | | | | | 483,632.36 |



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 22, 2023
TO: Board Members
SUBJECT: VISA Check Detail Report - Financial Report B2 (April 30, 2023)
(Consent Calendar Item I.B.2.)

SUMMARY

Issue: Record of VISA credit card payment disbursed for the month of April 2023. [Normal Course of Business]

Recommendation: Receive and file VISA Check Detail Report for April 2023 as presented.

Financial Impact: Funds disbursed were included in the FY 2022/23 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 22, 2023: Receive and File

ACTIONS:

Appropriative Pool – June 8, 2023: Received and filed

Non-Agricultural Pool – June 8, 2023: Moved unanimously to receive and file, without approval

Agricultural Pool – June 8, 2023: Received and filed

Advisory Committee – June 15, 2023: Received and filed

Watermaster Board – June 22, 2023:

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 California Bank & Trust VISA cards issued to the General Manager, Chief Financial Officer, Water Resources Management and Planning Director, and Director of Administration.

DISCUSSION

The total cash disbursement during the month of April 2023 was \$2,613.43. The payment of \$2,613.43 was processed by check number 24057 dated April 7, 2023. The monthly charges for April 2023 of \$2,613.43 were for routine and customary expenditures and properly documented with receipts.

ATTACHMENTS

1. Financial Report – B2

CHINO BASIN WATERMASTER
VISA Check Detail Report
April 2023

| Type | Num | Date | Name | Memo | Account | Paid Amount |
|-----------------|------------|-------------------|----------------------|--|----------------------------------|-----------------|
| Bill Pmt -Check | 04/07/2023 | 24057 | CALIFORNIA BANK & TR | XXXX-XXXX-XXXX-6198 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 03/28/2023 | Acct. ending 6198 | | OPS In-Situ postage | 6042 · Postage - General | 11.72 |
| | | | | Presentation remote | 6055 · Computer Hardware | 215.48 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 6.82 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 38.77 |
| | | | | Misc. Office Supplies and toner | 6031.7 · Other Office Supplies | 314.83 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 5.97 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 7.49 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 9.15 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 23.70 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 62.27 |
| | | | | Web Hosting 3 years | 6054 · Computer Software | 193.39 |
| | | | | Ruby Favela Quintero Annual Membership | 6111 · Membership Dues | 200.00 |
| | | | | Ruby Favela Quintero Book and eReader training | 6193 · Employee Training | 215.00 |
| | | | | Misc. Office Supplies | 6055 · Computer Hardware | 86.18 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 4.09 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 29.85 |
| | | | | Visio Plan 2 | 6054 · Computer Software | 15.00 |
| | | | | Personnel Committee Meeting | 6141 · Meeting Expenses | 189.96 |
| | | | | Misc. Office Supplies - toner | 6031.7 · Other Office Supplies | 119.48 |
| | | | | Management training - PK, JJ, AN, ETF | 6312 · Meeting Expenses | 98.03 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 3.30 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 94.70 |
| | | | | Lunch - Mike Gardner and Peter Kavounas | 6312 · Meeting Expenses | 47.31 |
| | | | | Staff breakfast - Employee Appreciation day | 6312 · Meeting Expenses | 118.83 |
| | | | | Breakfast - Steve Elie and Peter Kavounas | 6312 · Meeting Expenses | 53.86 |
| | | | | Lunch - Marty Zvirbulis and Peter Kavounas | 6312 · Meeting Expenses | 41.56 |
| | | | | OPS meeting breakfast, ETF, JN, AJ, DH and FY | 6312 · Meeting Expenses | 130.06 |
| | | | | Lunch - Edgar Tellez Foster and John Russ - IEUA | 6312 · Meeting Expenses | 57.63 |
| | | | | Anna Nelson Webinar training | 6193 · Employee Training | 219.00 |
| | | | | | Disbursements: | 2,613.43 |

TOTAL



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 22, 2023
TO: Board Members
SUBJECT: Combining Schedule of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2022 through April 30, 2023 - Financial Report B3 (April 30, 2023) (Consent Calendar Item I.B.3.)

SUMMARY

Issue: Record of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2022 through April 30, 2023. [Normal Course of Business]

Recommendation: Receive and file Combining Schedule of Revenue, Expenses and Changes in Net Assets for the Period July 1, 2022 through April 30, 2023 as presented.

Financial Impact: Funds disbursed were included in the FY 2022/23 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 22, 2023: Receive and File

ACTIONS:

Appropriative Pool – June 8, 2023: Received and filed

Non-Agricultural Pool – June 8, 2023: Moved unanimously to receive and file, without approval

Agricultural Pool – June 8, 2023: Received and filed

Advisory Committee – June 15, 2023: Received and filed

Watermaster Board – June 22, 2023:

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, 2022 through April 30, 2023 is provided to keep all members apprised of the FY 2022/23 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 23.0, 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, 2022 THROUGH APRIL 30, 2023

Financial Report - B3

| | WM ADMIN. | OPTIMUM BASIN MGMT. | POOL ADMINISTRATION & SPECIAL PROJECTS | | | AP ESCROW ACCOUNT | GROUND WATER REPLENISH | LAIF FAIR MARKET VALUE ADJ. | GASB 75 BEG. NET POSITION | GASB 87 BEG. NET POSITION | OTHER BEG. NET POSITION | GRAND TOTALS | AMENDED BUDGET 2022-2023 |
|---|--------------------|---------------------------|--|-------------------|------------------|-------------------------|------------------------------|-----------------------------------|---------------------------------|---------------------------------|-------------------------------|-------------------|--------------------------------|
| | | | AP POOL | AG POOL | NON-AG POOL | | | | | | | | |
| Administrative Revenues: | | | | | | | | | | | | | |
| Administrative Assessments | | | 9,572,428 | 350,000 | 302,204 | | | | | | | 10,224,632 | 10,024,560 |
| Interest Revenue | | | 155,972 | 19,046 | 3,472 | | | | | | | 178,490 | 35,550 |
| Mutual Agency Project Revenue | 181,866 | | | | | | | | | | | 181,866 | 181,866 |
| Miscellaneous Income | 8,081 | | | | | | | | | | | 8,081 | 0 |
| Total Revenues | 189,947 | - | 9,728,400 | 369,046 | 305,676 | - | - | - | - | - | - | 10,593,069 | 10,241,976 |
| Administrative & Project Expenditures: | | | | | | | | | | | | | |
| Watermaster Administration | 2,391,586 | | | | | | | | | | | 2,391,586 | 2,593,044 |
| Watermaster Board-Advisory Committee | 191,897 | | | | | | | | | | | 191,897 | 422,505 |
| Ag Pool Legal Services - Ag Fund ¹ | | | | 181,204 | | | | | | | | 181,204 | - |
| Pool Administration | | | 135,609 | 71,866 | 53,480 | | | | | | | 260,955 | 1,113,095 |
| Optimum Basin Mgmt Administration | | 749,494 | | | | | | | | | | 749,494 | 1,676,058 |
| OBMP Project Costs | | 2,195,660 | | | | | | | | | | 2,195,660 | 4,769,952 |
| Debt Service | | 482,303 | | | | | | | | | | 482,303 | 482,302 |
| Basin Recharge Improvements | | - | | | | | | | | | | - | 816,710 |
| Total Administrative/OBMP Expenses | 2,583,483 | 3,427,456 | 135,609 | 71,866 | 53,480 | - | - | - | - | - | - | 6,453,099 | 11,873,665 |
| Net Administrative/OBMP Expenses | (2,393,537) | (3,427,456) | | | | | | | | | | | |
| Allocate Net Admin Expenses To Pools | <u>2,393,537</u> | | 1,809,830 | 511,374 | 72,333 | | | | | | | - | |
| Allocate Net OBMP Expenses To Pools | | 2,945,153 | 2,226,924 | 629,226 | 89,003 | | | | | | | - | |
| Allocate Debt Service to App Pool | | 482,303 | 482,303 | | | | | | | | | - | |
| Allocate Basin Recharge to App Pool | | - | - | | | | | | | | | - | |
| Agricultural Expense Transfer* | | | 1,212,466 | (1,212,466) | | | | | | | | - | |
| Total Expenses | | | 5,867,131 | 181,204 | 214,817 | - | - | - | - | - | - | 6,453,099 | 11,873,665 |
| Net Administrative Income | | | 3,861,269 | 187,842 | 90,859 | - | - | - | - | - | - | 4,139,970 | (1,631,689) |
| Other Income/(Expense) | | | | | | | | | | | | | |
| Replenishment Water Assessments | | | | | | | 317,476 | | | | | 317,476 | 0 |
| Desalter Replenishment Obligation | | | | | | | | | | | | - | 0 |
| Exhibit "G" Non-Ag Pool Water | | | - | | | | | | | | | - | 0 |
| RTS Charges from IEUA | | | | | | | (39,879) | | | | | (39,879) | 0 |
| Interest Revenue | | | | | | | 25,018 | | | | | 25,018 | 0 |
| MWD Water Purchases | | | | | | | | | | | | - | 0 |
| Non-Ag Stored Water Purchases | | | | | | | | | | | | - | 0 |
| Exhibit "G" Non-Ag Pool Water | | | - | | | | | | | | | - | 0 |
| Groundwater Replenishment | | | | | | | (244,800) | | | | | (244,800) | 0 |
| LAIF - Fair Market Value Adjustment | | | | | | | | | | | | - | 0 |
| Leased Interest Expense | | | | | | | | | | | | - | 0 |
| AP Reimbursement of Ag Pool Legal Services ² | | | (270,910) | 270,910 | | | | | | | | - | 0 |
| AP Escrow Account - Interest Earned | | | | | | | | 4 | | | | 4 | 0 |
| AP Escrow Account - Refund to AP | | | 377 | | | | (377) | | | | | - | 0 |
| Refund-Basin O&M Expenses | | | | | | | | | | | | - | 0 |
| Refund-Recharge Debt Service | | | (177,379) | | | | | | | | | (177,379) | 0 |
| Funding To/(From) Reserves | | | | | | | | | | | | - | (90,048) |
| Net Other Income/(Expense) | | | (447,911) | 270,910 | - | (374) | 57,816 | - | - | - | - | (119,560) | (90,048) |
| Net Transfers To/(From) Reserves | 4,020,410 | 0 | 3,413,357 | 458,752 | 90,859 | (374) | 57,816 | - | - | - | - | 4,020,410 | (1,541,641) |
| Net Assets, July 1, 2022 | | | 8,452,739 | 871,691 | 163,807 | 374 | 1,644,153 | (143,111) | (443,445) | (9,283) | 132,997 | 10,669,923 | |
| Net Assets, End of Period | | | 11,866,096 | 1,330,443 | 254,667 | 0 | 1,701,969 | (143,111) | (443,445) | (9,283) | 132,997 | 14,690,333 | 14,690,333 |
| Ag Pool Assessments Outstanding ³ | | | | (731,123) | | | | | | | | | |
| Ag Pool Fund Balance | | | | <u>599,320</u> | | | | | | | | | |
| 2021/22 Assessable Production | | | 75,398.179 | 21,304.032 | 3,013.435 | | | | | | | 99,715.646 | |
| 2021/22 Production Percentages | | | 75.613% | 21.365% | 3.022% | | | | | | | 100.000% | |

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

Note ¹ - Agricultural Pool Legal Services for July 2022 through April 2023

Note ² - Appropriate Pool has authorized payments for Agricultural Pool Legal Services for May 2022 through March 2023

Note ³ - Outstanding balance of Agricultural Pool Special Assessments for \$200,000 is \$121,504.22; \$635,000 is \$465,347.97; \$250,000 is \$102,245.10, and \$100,000 is \$42,025.61



CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: June 22, 2023

TO: Board Members

SUBJECT: Treasurer's Report of Financial Affairs for the Period April 1, 2023 through April 30, 2023 - Financial Report B4 (April 30, 2023) (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, 2023 through April 30, 2023. [Normal Course of Business]

Recommendation: Receive and file Treasurer's Report of Financial Affairs for the Period April 1, 2023 through April 30, 2023 as presented.

Financial Impact: Funds disbursed were included in the FY 2022/23 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 22, 2023: Receive and File

ACTIONS:

Appropriative Pool – June 8, 2023: Received and filed

Non-Agricultural Pool – June 8, 2023: Moved unanimously to receive and file, without approval

Agricultural Pool – June 8, 2023: Received and filed

Advisory Committee – June 15, 2023: Received and filed

Watermaster Board – June 22, 2023:

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, 2023 through April 30, 2023 is provided to keep all members apprised of the total cash in banks (Bank of America, LAIF, and California CLASS); along with 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 California CLASS, the most current effective yield as of the last month or last quarter (whichever is applicable), and the ending balances in LAIF and/or California CLASS 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 23.0, 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, 2023 THROUGH APRIL 30, 2023**

Financial Report - B4

DEPOSITORIES:

| | | | |
|---|------------------|---------|----------------------------|
| Cash on Hand - Petty Cash | | \$ | 500 |
| Bank of America | | | |
| Governmental Checking-Demand Deposits | \$ | 109,627 | |
| Zero Balance Account - Payroll | - | | 109,627 |
| Restricted Funds - AP Escrow | | | - |
| Local Agency Investment Fund - Sacramento | | | 10,051,551 |
| California CLASS Investment Fund | | | <u>5,033,090</u> |
| TOTAL CASH IN BANKS AND ON HAND | 4/30/2023 | | \$ 15,194,768 |
| TOTAL CASH IN BANKS AND ON HAND | 3/31/2023 | | <u>15,548,588</u> |
| PERIOD INCREASE (DECREASE) | | | <u>\$ (353,820)</u> |

CHANGE IN CASH POSITION DUE TO:

| | | | |
|--|--|----|----------------------------|
| Decrease/(Increase) in Assets: Accounts Receivable | | \$ | 90,049 |
| Assessments Receivable | | | (211,937) |
| Prepaid Expenses, Deposits & Other Current Assets | | | 21 |
| (Decrease)/Increase in Liabilities: Accounts Payable | | | 97,411 |
| Accrued Payroll, Payroll Taxes & Other Current Liabilities | | | (60,781) |
| Long Term Liabilities | | | 5,464 |
| Transfer to/(from) Reserves | | | <u>(274,046)</u> |
| PERIOD INCREASE (DECREASE) | | | <u>\$ (353,820)</u> |

SUMMARY OF FINANCIAL TRANSACTIONS:

| | Petty Cash | Govt'l Checking Demand | Zero Balance Account Payroll | Local Agency Investment Fund | California CLASS Investment Fund | Totals |
|--------------------------------------|--------------------|----------------------------|------------------------------------|------------------------------------|--|----------------------------|
| Balances as of 3/31/2023 | \$ 500 | \$ 573,371 | \$ - | \$ 9,962,240 | \$ 5,012,477 | \$ 15,548,588 |
| Deposits | - | 19,888 | - | 89,311 | 20,613 | 129,812 |
| Transfers | - | (163,430) | (101,317) | - | - | (264,746) |
| Withdrawals/Checks | - | (320,203) | 101,317 | - | - | (218,886) |
| Balances as of 4/30/2023 | <u>\$ 500</u> | <u>\$ 109,627</u> | <u>\$ -</u> | <u>\$ 10,051,551</u> | <u>\$ 5,033,090</u> | <u>\$ 15,194,768</u> |
| PERIOD INCREASE OR (DECREASE) | <u>\$ -</u> | <u>\$ (463,744)</u> | <u>\$ -</u> | <u>\$ 89,311</u> | <u>\$ 20,613</u> | <u>\$ (353,820)</u> |

**CHINO BASIN WATERMASTER
TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE PERIOD
APRIL 1, 2023 THROUGH APRIL 30, 2023**

LAIF INVESTMENT TRANSACTIONS *

| Effective Date | Transaction | Depository | Activity | Redeemed | Days to Maturity | Interest Rate(*) | Maturity Yield |
|--------------------------------------|-------------|------------|------------------|----------|------------------|------------------|----------------|
| 4/14/2023 | Interest | | 89,311 | | | | |
| TOTAL INVESTMENT TRANSACTIONS | | | \$ 89,311 | | | | |

* The earnings rate for L.A.I.F. is a daily variable rate; 2.74% was the effective yield rate at the Quarter ended March 31, 2023.

CALIFORNIA CLASS INVESTMENT TRANSACTIONS **

| Effective Date | Transaction | Depository | Activity | Redeemed | Days to Maturity | Interest Rate(*) | Maturity Yield |
|--------------------------------------|-------------|------------|------------------|----------|------------------|------------------|----------------|
| 4/30/2023 | Interest | | 20,613 | | | | |
| TOTAL INVESTMENT TRANSACTIONS | | | \$ 20,613 | | | | |

** The earnings rate for California CLASS is a daily variable yield rate; 5.0042% was the Average Monthly Yield at the Month-Ended April 30, 2023.

**TOTAL INVESTMENT STATUS
April 30, 2023**

| <u>Financial Institution</u> | <u>Principal Amount</u> | <u>Number of Days</u> | <u>Interest Rate</u> | <u>Maturity Date</u> |
|----------------------------------|-------------------------|-----------------------|----------------------|----------------------|
| Local Agency Investment Fund | \$ 10,051,551 | | | |
| California CLASS Investment Fund | \$ 5,033,090 | | | |
| TOTAL INVESTMENTS | \$ 15,084,641 | | | |

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 22, 2023

TO: Board Members

SUBJECT: Budget vs. Actual Report for the Period July 1, 2022 through April 30, 2023 -
Financial Report B5 (April 30, 2023) (Consent Calendar Item I.B.5.)

SUMMARY

Issue: Record of revenues and expenses of Watermaster for the Period of July 1, 2022 through April 30, 2023. [Normal Course of Business]

Recommendation: Receive and file Budget vs. Actual Report for the Period July 1, 2022 through April 30, 2023 as presented.

Financial Impact: Funds disbursed were included in the FY 2022/23 "Amended" Watermaster Budget.

Future Consideration

Watermaster Board – June 22, 2023: Receive and File

ACTIONS:

Appropriative Pool – June 8, 2023: Received and filed

Non-Agricultural Pool – June 8, 2023: Moved unanimously to receive and file, without approval

Agricultural Pool – June 8, 2023: Received and filed

Advisory Committee – June 15, 2023: Received and filed

Watermaster Board – June 22, 2023:

*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, 2022 through April 30, 2023 is provided to keep all members apprised of the total revenues and expenses for the current fiscal year. The expense section is categorized into three distinct sections. Those sections are: Judgment Administration Expenses; Optimum Basin Management Program and Program Element 1-9 Expenses; and Other Income/Expenses. The Budget vs. Actual report has been created from Intuit QuickBooks Enterprise Solutions 23.0, 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 2023

Year-To-Date (YTD) for the ten months ending April 30, 2023, all but three expense lines were at or below the projected budget.

The expense lines over budget are as follows: (1) the Administration Salary/Benefits expenses (6010s) were over budget by \$603,929 or 109.7% as a result of increased staff time and activities in the administrative functions. Please note that the overage is only within this specific expense line item within the overall Judgment Administration section, not with the entire consolidated Watermaster staffing budget. (2) The Watermaster Legal Services (6070s) were over budget by \$263,105 or 70.0% as a result of increased activities in the areas of Court Coordination, Personnel Matters, unbudgeted expenses for the Ely 3 Basin Investigation, and miscellaneous legal expenses during the past ten months. Please note that the overage is only within this specific expense line item within the Judgment Administration section, not the entire consolidated BHFS budget. (3) Groundwater Level Monitoring expenses (7104s) were over budget by \$76,690 or 33.6% as a result of increased Watermaster field staff time for monitoring and production data collection efforts, as compared to the estimated budget. Please note that the overage is only within this specific expense line item within the OBMP and Program Element 1-9 section, not with the entire consolidated Watermaster staffing budget.

Watermaster does not plan to present any Budget Transfers or Budget Amendments as of the April 30, 2023 accounting period.

For more information on the FY 2022/23 Watermaster Salaries budget, please see the chart on page 4.

For more information on the FY 2022/23 BHFS Legal Services budget, please see the chart on page 6.

Overall, the Watermaster (YTD) Actual Expenses were \$4,149,356 or 39.1% below the (YTD) Budgeted Expenses of \$10,602,455.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

February 2023:

On February 16, 2023 the Advisory Committee unanimously approved and on February 23, 2023 the Watermaster Board unanimously adopted Budget Amendment (A-23-02-01). Budget Amendment (A-23-02-01) in the amount of \$90,048 was developed to proceed with conducting the System Losses Study beginning in FY 2022/23 to ensure that the Chino Valley Model (CVM) can be updated in light of recent results. These recent results come from the peer review processes where two consultants suggest that any recharge to the Chino Basin from leaking municipal water distribution systems (water main leaks) should be explicitly included in the CVM, in advance of the upcoming Safe Yield Reset evaluation which is to be completed by June 30, 2025.

Budget Amendment (A-23-02-01) increased the existing approved budget for account number (7614) from \$475,641 to \$565,689. The approval and adoption of this Budget Amendment increased the overall "Amended" FY 2022/23 budget from \$10,241,976 to \$10,332,024 (excluding any Carry-Over funding).

November 2022:

During November 2022, there were two Budget Amendments adopted by the Watermaster Board. The first Budget Amendment (A-22-11-01) in the amount of \$60,000 was required to complete a high-level analysis of potential Recharge Projects as instructed by the Watermaster Board at the October 27, 2022 Board meeting. The Budget Amendment (A-22-11-01) increased the existing approved budget for account number (7202.2) from \$153,572 to \$213,572. The second Budget Amendment (A-22-11-02) in the amount of \$150,000 was required to amend the contract between Watermaster and Tom Dodson & Associates to prepare the Environmental Review documentation to support the 2020 OBMP Update. The Budget Amendment (A-22-11-02) increased the budget for account number (6908.1) by \$150,000. The approval and adoption of these two Budget Amendments increased the overall "Amended" FY 2022/23 budget from \$10,031,976 to \$10,241,976 (excluding any Carry-Over funding).

July 2022:

During the month of July 2022, the "Carry Over" funding was calculated. The Total "Carry Over" funding amount of \$1,541,640.96 has been posted to the general ledger accounts. The total amount of \$1,596,853.31 consisted of \$478,326.10 from Engineering Services, \$458,709.78 from Capital Improvement Projects, \$373,394.56 from OBMP Activities, \$145,428.66 from Pool Funding Accounts, and \$85,781.86 from Administration Services. More detailed information is provided regarding this issue under the "Carry Over" Funding section.

The "Amended" Budget for FY 2022/23 is \$11,073,616.96 which includes \$1,541,640.96 for the prior years "Carry Over" funding.

SALARIES EXPENSE

CURRENT MONTH – APRIL 2023

As of April 30, 2023, the total (YTD) Watermaster salary expenses were \$15,142 or 0.7% below the (YTD) budgeted amount of \$2,150,945. The overall staffing budget was developed with a staffing level of eleven Full-Time Equivalents (FTEs), and staffing is currently at eleven Full-Time Equivalents (FTEs) with one of the eleven positions being filled with a Temporary Agency employee. It is the intent of Watermaster to permanently hire for the position of Administrative Assistant.

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 (ADP). During the FY 2022/23 budget development, Watermaster staff modified the internal timekeeping database system to better track the actual activities performed by the staff. Watermaster reduced the number of cost accounting activities from 160+ labor codes down to 53 labor codes. Watermaster staff can now record time to the following six activity categories: (1) Judgment Administration activities; (2) General Administrative activities; (3) Paid Leaves of vacation, sick or holiday; (4) Pools, Advisory or Board Meeting attendance; (5) OBMP activities; and (6) Program Elements 1 through 9 activities.

When the FY 2022/23 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: Judgment Administration-Document Review-WM Staff expenses (account 5901.1) above budget by \$13,740 or 15.2%; Judgment Administration-Water Accounting/Database-WM Staff expenses (account 5981) above budget by \$37,241 or 177.3%; WM Staff Salaries-Overtime expenses (account 6011.1) above budget by \$23,406 or 234.1%; 457(f) NQDC Plan expenses (account 6011.4) above budget by \$10,602 or 32.3%; Administrative-Accounting-WM Staff expenses (account 6011.10) above budget by \$106,581 or 66.2%; Administrative-Document Review-WM Staff expenses (account 6011.25) above budget by \$28,002 or 154.4%; Administrative-General-WM Staff expenses (account 6011.50) above budget by \$425,662 or 617.7%; Administrative-HR-WM Staff expenses (account 6011.60) above budget by \$10,829 or 38.0%; Administrative-IT-WM Staff expenses (account 6011.70) above budget by \$54,383 or 296.2%; Administrative-Meetings-WM Staff expenses (account 6011.80) above budget by \$37,802 or 82.8%; Administrative-Training(Giving/Receiving) expenses (account 6011.95) above budget by \$9,888 or 52.8%; Temporary Services expenses (account 6017) above budget by \$2,978 or 14.3%; OBMP-General-WM Staff expenses (account 6901.5) above budget by \$30,729 or 54.0%; PE1-Monitoring Program-WM Staff expenses (account 7104.1) above budget by \$104,679 or 662.0%; and PE2-Comprehensive Recharge-WM Staff expenses (account 7201) above budget by \$33,323 or 150.7%.

Watermaster does not plan to present any Budget Transfers or Budget Amendments as of the April 30, 2023 accounting period.

The table summarizes the Year-To-Date (YTD) Actual Watermaster salary costs compared to the Year-To-Date (YTD) Budget as of April 30, 2023. 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 '22 - Apr '23 Actual | Jul '22 - Apr '23 Budget | \$ Over Budget | % of Budget | FY 2022/23 Annual Budget |
|--|-----------------------------|-----------------------------|-------------------|----------------|-----------------------------|
| WM Salary Expense | | | | | |
| 5901.1 · Judgment Admin - Doc. Review-WM Staff | 104,128.29 | 90,388.00 | 13,740.29 | 115.2% | 108,299.00 |
| 5901.3 · Judgment Admin - Field Work-WM Staff | 1,814.43 | 52,156.00 | -50,341.57 | 3.48% | 62,491.00 |
| 5901.5 · Judgment Admin - General-WM Staff | 21,788.91 | 122,282.00 | -100,493.09 | 17.82% | 146,513.00 |
| 5901.7 · Judgment Admin - Meeting-WM Staff | 9,098.26 | 77,317.00 | -68,218.74 | 11.77% | 92,638.00 |
| 5901.9 · Judgment Admin - Reporting-WM Staff | 556.00 | 33,794.00 | -33,238.00 | 1.65% | 74,568.00 |
| 5910 · JAdmin - Court Coord./Attendance-WM Staff | 4,061.52 | 19,150.00 | -15,088.48 | 21.21% | 22,945.00 |
| 5911 · JAdmin - Exhibit G-WM Staff | 737.59 | 15,933.00 | -15,195.41 | 4.63% | 19,090.00 |
| 5921 · JAdmin - Production Monitoring-WM Staff | 6,609.08 | 34,071.00 | -27,461.92 | 19.4% | 40,822.00 |
| 5931 · JAdmin - Recharge Applications-WM Staff | 2,084.91 | 7,671.00 | -5,586.09 | 27.18% | 9,191.00 |
| 5941 · JAdmin - Reporting-WM Staff | 970.33 | 30,480.00 | -29,509.67 | 3.18% | 36,520.00 |
| 5951 · JAdmin - Rules & Regs-WM Staff | 442.54 | 14,398.00 | -13,955.46 | 3.07% | 17,251.00 |
| 5961 · JAdmin - Safe Yield-WM Staff | 10,608.65 | 44,999.00 | -34,390.35 | 23.58% | 53,915.00 |
| 5971 · JAdmin - Storage Agreements-WM Staff | 2,484.15 | 44,563.00 | -42,078.85 | 5.57% | 53,393.00 |
| 5981 · JAdmin - Water Accounting/Database-WM Staff | 58,248.60 | 21,008.00 | 37,240.60 | 277.27% | 25,171.00 |
| 5991 · JAdmin - Water Transactions-WM Staff | 5,456.89 | 29,620.00 | -24,163.11 | 18.42% | 35,490.00 |
| 6011.1 · WM Staff Salaries - Overtime | 33,405.78 | 10,000.00 | 23,405.78 | 334.06% | 12,000.00 |
| 6011.4 · 457(f) NQDC Plan | 43,436.63 | 32,835.00 | 10,601.63 | 132.29% | 39,402.00 |
| 6011.10 · Admin - Accounting-WM Staff | 267,500.56 | 160,920.00 | 106,580.56 | 166.23% | 192,807.00 |
| 6011.15 · Admin - Building Admin-WM Staff | 12,796.02 | 20,356.00 | -7,559.98 | 62.86% | 24,389.00 |
| 6011.20 · Admin - Conference/Seminars-WM Staff | 50,530.11 | 53,557.00 | -3,026.89 | 94.35% | 64,170.00 |
| 6011.25 · Admin - Document Review-WM Staff | 46,137.51 | 18,136.00 | 28,001.51 | 254.4% | 21,729.00 |
| 6011.30 · Admin - Field Work-WM Staff | 1,594.40 | 8,083.00 | -6,488.60 | 19.73% | 9,685.00 |
| 6011.50 · Admin - General-WM Staff | 494,572.91 | 68,911.00 | 425,661.91 | 717.7% | 82,566.00 |
| 6011.60 · Admin - HR-WM Staff | 39,299.52 | 28,471.00 | 10,828.52 | 138.03% | 34,113.00 |
| 6011.70 · Admin - IT-WM Staff | 72,742.25 | 18,359.00 | 54,383.25 | 396.22% | 21,997.00 |
| 6011.80 · Admin - Meeting-WM Staff | 83,430.43 | 45,628.00 | 37,802.43 | 182.85% | 54,669.00 |
| 6011.90 · Admin - Team Building-WM Staff | 17,410.27 | 22,810.00 | -5,399.73 | 76.33% | 27,330.00 |
| 6011.95 · Admin - Training (Give/Receive)-WM Staff | 28,615.75 | 18,728.00 | 9,887.75 | 152.8% | 22,439.00 |
| 6017 · Temporary Services | 23,812.30 | 20,834.00 | 2,978.30 | 114.3% | 25,000.00 |
| 6201 · Advisory Committee - WM Staff | 16,875.84 | 65,636.00 | -48,760.16 | 25.71% | 78,642.00 |
| 6301 · Watermaster Board - WM Staff | 48,939.72 | 75,403.00 | -26,463.28 | 64.9% | 90,345.00 |
| 8301 · Appropriative Pool - WM Staff | 46,745.36 | 75,403.00 | -28,657.64 | 61.99% | 90,345.00 |
| 8401 · Agricultural Pool - WM Staff | 16,309.81 | 75,403.00 | -59,093.19 | 21.63% | 90,345.00 |
| 8501 · Non-Agricultural Pool - WM Staff | 10,523.04 | 66,466.00 | -55,942.96 | 15.83% | 79,637.00 |
| 6901.1 · OBMP - Document Review-WM Staff | 27,027.99 | 44,027.00 | -16,999.01 | 61.39% | 52,751.00 |
| 6901.3 · OBMP - Field Work-WM Staff | 7,028.17 | 40,417.00 | -33,388.83 | 17.39% | 48,426.00 |
| 6901.5 · OBMP - General-WM Staff | 87,660.93 | 56,932.00 | 30,728.93 | 153.98% | 68,213.00 |
| 6901.7 · OBMP - Meeting-WM Staff | 37,251.39 | 47,788.00 | -10,536.61 | 77.95% | 57,257.00 |
| 6901.9 · OBMP - Reporting-WM Staff | 2,388.04 | 46,897.00 | -44,508.96 | 5.09% | 56,190.00 |
| 7104.1 · PE1 - Monitoring Program-WM Staff | 120,490.67 | 15,812.00 | 104,678.67 | 762.02% | 18,945.00 |
| 7201 · PE2 - Comprehensive Recharge - WM Staff | 55,435.73 | 22,113.00 | 33,322.73 | 250.69% | 26,495.00 |
| 7301 · PE3&5 - Water Supply/Desalter-WM Staff | 1,062.11 | 15,898.00 | -14,835.89 | 6.68% | 19,048.00 |
| 7301.1 · PE5 - Reg. Supply Water Prgm.-WM Staff | 885.09 | 16,727.00 | -15,841.91 | 5.29% | 20,042.00 |
| 7401 · PE4 - MZ1 Subsidence Mgmt. Plan-WM Staff | 7,506.57 | 15,898.00 | -8,391.43 | 47.22% | 19,048.00 |
| 7501 · PE6 - Coop. Programs/Salt Mgmt.-WM Staff | 3,798.50 | 16,727.00 | -12,928.50 | 22.71% | 20,042.00 |
| 7501.1 · PE 7 - Salt Nutrient Mgmt. Plan-WM Staff | 6,210.30 | 21,283.00 | -15,072.70 | 29.18% | 25,501.00 |
| 7601 · PE8&9 - Storage Mgmt./Recovery-WM Staff | 8,525.86 | 23,084.00 | -14,558.14 | 36.93% | 27,659.00 |
| Subtotal WM Staff Costs | 1,949,039.71 | 1,907,372.00 | 41,667.71 | 102.19% | 2,319,524.00 |
| 60184.1 · Administrative Leave | 5,579.44 | 5,303.00 | 276.44 | 105.21% | 6,354.00 |
| 60185 · Vacation | 71,396.88 | 89,919.00 | -18,522.12 | 79.4% | 107,736.00 |
| 60186 · Sick Leave | 24,691.21 | 61,868.00 | -37,176.79 | 39.91% | 74,127.00 |
| 60187 · Holidays | 85,096.02 | 86,483.00 | -1,386.98 | 98.4% | 92,660.00 |
| Subtotal WM Paid Leaves | 186,763.55 | 243,573.00 | -56,809.45 | 76.68% | 280,877.00 |
| Total WM Salary Costs | 2,135,803.26 | 2,150,945.00 | -15,141.74 | 99.3% | 2,600,401.00 |

PREVIOUSLY REPORTED ACTIONS (Descending Order)

December 2022:

The staffing levels were reduced from twelve to eleven on November 30, 2022 with the retirement of the Senior Accountant, Janine Wilson. Ruby Favela Quintero, Administrative Assistant, was promoted to

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

Administrative Analyst effective December 1, 2022 and replace Janine Wilson in the accounting department.

LEGAL SERVICES
BROWNSTEIN HYATT FARBER SCHRECK EXPENSES

CURRENT MONTH – APRIL 2023

As of April 30, 2023, 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 \$123,184 or 12.7% below the (YTD) budgeted amount of \$973,738.

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 2022/23. 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 \$1,166,098.

Watermaster does not plan to present any Budget Transfers or Budget Amendments as of the April 30, 2023 accounting period.

WATERMASTER ADMINISTRATIVE LEGAL SERVICES:

Overall, the Watermaster Administrative Legal Services expense (6070s) as of April 30, 2023 was \$263,105 or 70.0% above the budgeted amount of \$338,496. The specific items within the Administrative Legal Services expenses (6070s) which were over budget were Court Coordination expenses (6071) which were over budget by \$255,336 or 420.3%; Personnel Matters expenses (6073) which were over budget by \$31,783 or 308.6%; Miscellaneous (6078) which were over budget by \$68,863 or 37.2%; and the Ely 3 Basin Investigation (6078.25) which were over budget by \$13,552 or 100%. Please see Note 1 on the following page for a more detailed explanation of the miscellaneous types of expenses (6078).

The specific items within the Administrative Legal Services expenses (6070s) which were under budget were the expenses for Rules & Regulations (6072) under budget by \$65,562 or 88.9%; Interagency Issues (6074) under budget by \$34,632 or 99.9%; and Party Status Maintenance expenses (6077) under budget by \$6,235 or 57.2%.

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, 2023 was \$88,113 or 45.9% below the budgeted amount of \$192,008. 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 2022.

OBMP LEGAL SERVICES:

The OBMP legal expenses (accounts 6907.31 through 6907.90) were all below the budget for the month, with the exception of Recharge Master Plan expenses (6907.39) which was over budget by \$2,941 or 27.0%. As of April 30, 2023, the category of OBMP legal expenses were \$298,177 or 73.4% below the budgeted amount of \$406,017.

The table listed below summarizes the Brownstein Hyatt Farber Schreck (BHFS) expenses as of April 30, 2023 compared to the Year-To-Date (YTD) budget. Please be advised that the “\$ Over Budget” and the

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

“% 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 '22 - Apr '23 Actual | Jul '22 - Apr '23 Budget | \$ Over Budget | % of Budget | FY 2022/23 Annual Budget |
|---|-----------------------------|-----------------------------|--------------------|----------------|-----------------------------|
| 6070 - Watermaster Legal Services | | | | | |
| 6071 - BHFS Legal - Court Coordination | 316,086.16 | 60,750.00 | 255,336.16 | 520.31% | 74,250.00 |
| 6072 - BHFS Legal - Rules & Regulations | 8,171.30 | 73,733.00 | -65,561.70 | 11.08% | 88,480.00 |
| 6073 - BHFS Legal - Personnel Matters | 42,082.85 | 10,300.00 | 31,782.85 | 408.57% | 10,300.00 |
| 6074 - BHFS Legal - Interagency Issues | 48.00 | 34,680.00 | -34,632.00 | 0.14% | 41,616.00 |
| 6077 - BHFS Legal - Party Status Maintenance | 4,665.15 | 10,900.00 | -6,234.85 | 42.8% | 13,080.00 |
| 6078 - BHFS Legal - Miscellaneous (Note 1) | 254,213.29 | 185,350.00 | 68,863.29 | 137.15% | 222,420.00 |
| 6078.25 - BHFS - Ely 3 Basin Investigation | 13,551.66 | 0.00 | 13,551.66 | 100.0% | 0.00 |
| Total 6070 - Watermaster Legal Services | 638,818.41 | 375,713.00 | 263,105.41 | 170.03% | 450,146.00 |
| 6275 - BHFS Legal - Advisory Committee | 10,758.65 | 20,808.00 | -10,049.35 | 51.7% | 25,432.00 |
| 6375 - BHFS Legal - Board Meeting | 57,064.33 | 66,420.00 | -9,355.67 | 85.91% | 81,180.00 |
| 6375.1 - BHFS Legal - Board Workshop(s) | 0.00 | 26,750.00 | -26,750.00 | 0.0% | 26,750.00 |
| 8375 - BHFS Legal - Appropriative Pool | 12,024.05 | 26,010.00 | -13,985.95 | 46.23% | 31,790.00 |
| 8475 - BHFS Legal - Agricultural Pool | 12,024.05 | 26,010.00 | -13,985.95 | 46.23% | 31,790.00 |
| 8575 - BHFS Legal - Non-Ag Pool | 12,024.05 | 26,010.00 | -13,985.95 | 46.23% | 31,790.00 |
| Total BHFS Legal Services | 103,895.13 | 192,008.00 | -88,112.87 | 54.11% | 228,732.00 |
| 6907.3 - WM Legal Counsel | | | | | |
| 6907.31 - Archibald South Plume | 0.00 | 9,587.00 | -9,587.00 | 0.0% | 11,505.00 |
| 6907.32 - Chino Airport Plume | 0.00 | 9,587.00 | -9,587.00 | 0.0% | 11,505.00 |
| 6907.33 - Desalter/Hydraulic Control | 0.00 | 29,517.00 | -29,517.00 | 0.0% | 35,420.00 |
| 6907.34 - Santa Ana River Water Rights | 1,290.75 | 16,350.00 | -15,059.25 | 7.89% | 19,620.00 |
| 6907.36 - Santa Ana River Habitat | 0.00 | 23,884.00 | -23,884.00 | 0.0% | 28,660.00 |
| 6907.38 - Reg. Water Quality Cntrl Board | 5,989.25 | 42,642.00 | -36,652.75 | 14.05% | 51,170.00 |
| 6907.39 - Recharge Master Plan | 13,841.00 | 10,900.00 | 2,941.00 | 126.98% | 13,080.00 |
| 6907.40 - Storage Agreements | 784.35 | 13,463.00 | -12,678.65 | 5.83% | 16,155.00 |
| 6907.41 - Prado Basin Habitat Sustainability | 1,208.25 | 10,900.00 | -9,691.75 | 11.09% | 13,080.00 |
| 6907.44 - SGMA Compliance | 404.10 | 7,858.00 | -7,453.90 | 5.14% | 9,430.00 |
| 6907.45 - OBMP Update | 57,938.00 | 105,166.00 | -47,228.00 | 55.09% | 126,200.00 |
| 6907.47 - 2020 Safe Yield Reset | 26,384.50 | 53,850.00 | -27,465.50 | 49.0% | 64,620.00 |
| 6907.48 - Ely Basin Investigation | 0.00 | 42,642.00 | -42,642.00 | 0.0% | 51,170.00 |
| 6907.90 - WM Legal Counsel - Unanticipated | 0.00 | 29,671.00 | -29,671.00 | 0.0% | 35,605.00 |
| Total 6907 - WM Legal Counsel | 107,840.20 | 406,017.00 | -298,176.80 | 26.56% | 487,220.00 |
| Total Brownstein, Hyatt, Farber, Schreck Costs | 850,553.74 | 973,738.00 | -123,184.26 | 87.35% | 1,166,098.00 |

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)

December 2022:

There were no scheduled Pool or Advisory Committee meetings during the month of December. However, during December there was a Watermaster Board Special Meeting - Workshop #4 held at the Frontier Project.

July 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

There were no scheduled Pool or Advisory Committee meetings during the month of July. However, during July there was a Robert's Rules of Order Workshop held, as well as a Special Board meeting. The legal services budget was developed with the assumption of having eleven months of meetings, intentionally excluding the month of December 2022.

OBMP EXPENSES

WATERMASTER AND WEST YOST STAFF, ENGINEERING SERVICES, LEGAL SERVICES, AND OTHER COSTS

CURRENT MONTH – APRIL 2023

Reviewing in total the OBMP Watermaster and West Yost Staff, Engineering Services, Legal Services, and Other Costs (consolidating the six categories of OBMP Watermaster and West Yost Staff, SAWPA, OBMP Engineering Services, OBMP Legal Costs, OBMP Update Costs, and OBMP Other Expenses) for the ten months ending April 30, 2023, the actual expenses of \$749,494 were below the budgeted amount of \$1,461,931 by \$712,437 or 48.7%. For a detailed discussion, the following is provided.

For April 30, 2023, the accounts 6901 (Optimum Basin Mgmt. Program) section was below the Year-To-Date (YTD) budget by \$28,623 or 9.1%. 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 Judgment Administration, General Administrative, or OBMP and Program Elements 1-9 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 \$74,705 or 31.6%. West Yost staff, however, spent more time on general meetings and reporting activities, and as a result, was over budget by \$46,081 or 59.3%. When consolidated, the accounts 6901 (as stated earlier) were below the budget by \$28,623 or 9.1%.

For March 31, 2023, account (6903) for the Santa Ana Watershed Project Authority (SAWPA) FY 2022/23 Basin Monitoring Program Task Force Contribution was budgeted at \$21,458 and actual expenses were \$21,458.

For April 30, 2023, the accounts 6906 (Optimum Basin Mgmt. Program Engineering Services) section was below the Year-To-Date (YTD) budget by \$252,780 or 46.2%. All of the expenses within this OBMP category were under budget (YTD).

Within the 6906 categories, one account had funding "Carried-Over" from the previous fiscal year. The Integrated Model Meetings-IEUA Costs expenses (6906.15) had \$25,774 brought forward from the previous year. The amount of \$25,774 has been included in the FY 2022/23 "Amended" 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 was one line item which was above the budget. That line item was the Recharge Master Plan expenses (6907.39) which was over budget by \$2,941 or 27.0%. The individual legal projects/activities that were below budget for the Year-To-Date (YTD) period were the Archibald South Plume of \$9,587; the Chino Airport Plume of \$9,587; the Desalter/Hydraulic Control of \$29,517; Santa Ana River Water Rights of \$15,059; the Santa Ana River Habitat of \$23,884; the Regional Water Quality Control Board of \$36,653; Storage Agreements of \$12,679; the Prado Basin Habitat Sustainability of \$9,692; SGMA Compliance of \$7,454; the OBMP Update of \$47,228; the 2020 Safe Yield Reset of \$27,465; the Ely Basin Investigation expenses of \$42,642; and the WM Unanticipated legal expenses of \$29,671. The below budget items totaled \$301,118. For the ten months ended April 30, 2023, the overall cumulative (YTD) budget was \$406,017 and the actual (BHFS) legal expenses totaled \$107,840 which resulted in an under-budget variance of \$298,177 or 73.4%.

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 \$16,345 as of the year-ended June 30, 2022 and that amount was "Carried-Over" into the FY 2022/23 budget. During November 2022, a Budget Amendment (A-22-11-02) in the amount of \$150,000 was required to amend the contract between Watermaster and Tom Dodson & Associates to prepare the Environmental Review documentation to support the 2020 OBMP Update. The Budget Amendment (A-22-11-02) increased the budget for account number (6908.1) by \$150,000. Including the Carry-Over from the previous fiscal year of \$16,345 and the new additional funding of \$150,000 from the Budget Amendment (A-22-11-02), the Amended budget for this line item is \$166,344.56. As of April 30, 2023, the year-to-date actual expenses were \$38,654 compared to the year-to-date budget of \$166,345 for a budget variance of \$127,690 or 76.8% below budget. The consulting services project has a remaining budget balance as of April 30, 2023 of \$127,690.

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, 2023, this category of expenses was \$5,167 or 67.2% below the budgeted amount of \$7,686.

Overall, the Optimum Basin Management Program (OBMP) category was \$749,494 actual (YTD) compared to a budget (YTD) of \$1,461,931 for an under budget of \$712,437 or 48.7% as of April 30, 2023.

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

The table listed below summarizes the Optimum Basin Management Program (OBMP) expenses as of April 30, 2023 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 '22 - Apr '23 Actual | Jul '22 - Apr '23 Budget | \$ Over Budget | % of Budget | FY 2022/23 Annual Budget |
|---|-----------------------------|-----------------------------|--------------------|---------------|-----------------------------|
| 6900 - Optimum Basin Mgmt Plan | | | | | |
| 6901.1 - OBMP - Document Review-WM Staff | 27,027.99 | 44,027.00 | -16,999.01 | 61.39% | 52,751.00 |
| 6901.3 - OBMP - Field Work-WM Staff | 7,028.17 | 40,417.00 | -33,388.83 | 17.39% | 48,426.00 |
| 6901.5 - OBMP - General-WM Staff | 87,660.93 | 56,932.00 | 30,728.93 | 153.98% | 68,213.00 |
| 6901.7 - OBMP - Meeting-WM Staff | 37,251.39 | 47,788.00 | -10,536.61 | 77.95% | 57,257.00 |
| 6901.8 - OBMP - Meeting-West Yost | 75,186.62 | 33,795.00 | 41,391.62 | 222.48% | 40,553.00 |
| 6901.9 - OBMP - Reporting-WM Staff | 2,388.04 | 46,897.00 | -44,508.96 | 5.09% | 56,190.00 |
| 6901.95 - OBMP - Reporting-West Yost | 48,657.50 | 43,968.00 | 4,689.50 | 110.67% | 52,762.00 |
| Total 6901 - OBMP WM and West Yost Staff | 285,200.64 | 313,824.00 | -28,623.36 | 90.88% | 376,152.00 |
| 6903 - OBMP - SAWPA Group | 21,458.00 | 21,458.00 | 0.00 | 100.0% | 21,458.00 |
| Total 6903 - OBMP - SAWPA | 21,458.00 | 21,458.00 | 0.00 | 100.0% | 21,458.00 |
| 6906 - OBMP Engineering Services | | | | | |
| 6906.1 - OBMP - Watermaster Model Update | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 |
| 6906.15 - Integrated Model Mtgs. - IEUA Costs | 0.00 | 25,774.00 | -25,774.00 | 0.0% | 25,774.00 |
| 6906.21 - State of the Basin Report | 100,659.25 | 175,540.00 | -74,880.75 | 57.34% | 175,540.00 |
| 6906.26 - 2020 OBMP Update | 120,484.75 | 230,665.00 | -110,180.25 | 52.23% | 276,799.00 |
| 6906.71 - OBMP - Data Requests - CBWM Staff | 28,355.75 | 56,425.00 | -28,069.25 | 50.25% | 67,710.00 |
| 6906.72 - OBMP - Data Requests - Non CBWM | 10,316.75 | 21,380.00 | -11,063.25 | 48.25% | 25,656.00 |
| 6906 - OBMP Engineering Services - Other | 34,005.00 | 36,817.00 | -2,812.00 | 92.36% | 44,180.00 |
| Total 6906 - OBMP Engineering Services | 293,821.50 | 546,601.00 | -252,779.50 | 53.75% | 615,659.00 |
| 6907 - OBMP Legal Fees | | | | | |
| 6907.3 - WM Legal Counsel | | | | | |
| 6907.31 - Archibald South Plume | 0.00 | 9,587.00 | -9,587.00 | 0.0% | 11,505.00 |
| 6907.32 - Chino Airport Plume | 0.00 | 9,587.00 | -9,587.00 | 0.0% | 11,505.00 |
| 6907.33 - Desalter/Hydraulic Control | 0.00 | 29,517.00 | -29,517.00 | 0.0% | 35,420.00 |
| 6907.34 - Santa Ana River Water Rights | 1,290.75 | 16,350.00 | -15,059.25 | 7.89% | 19,620.00 |
| 6907.36 - Santa Ana River Habitat | 0.00 | 23,884.00 | -23,884.00 | 0.0% | 28,660.00 |
| 6907.38 - Reg. Water Quality Cntrl Board | 5,989.25 | 42,642.00 | -36,652.75 | 14.05% | 51,170.00 |
| 6907.39 - Recharge Master Plan | 13,841.00 | 10,900.00 | 2,941.00 | 126.98% | 13,080.00 |
| 6907.40 - Storage Agreements | 784.35 | 13,463.00 | -12,678.65 | 5.83% | 16,155.00 |
| 6907.41 - Prado Basin Habitat Sustainability | 1,208.25 | 10,900.00 | -9,691.75 | 11.09% | 13,080.00 |
| 6907.44 - SGMA Compliance | 404.10 | 7,858.00 | -7,453.90 | 5.14% | 9,430.00 |
| 6907.45 - OBMP Update | 57,938.00 | 105,166.00 | -47,228.00 | 55.09% | 126,200.00 |
| 6907.47 - 2020 Safe Yield Reset | 26,384.50 | 53,850.00 | -27,465.50 | 49.0% | 64,620.00 |
| 6907.48 - Ely Basin Investigation | 0.00 | 42,642.00 | -42,642.00 | 0.0% | 51,170.00 |
| 6907.90 - WM Legal Counsel - Unanticipated | 0.00 | 29,671.00 | -29,671.00 | 0.0% | 35,605.00 |
| Total 6907 - WM Legal Counsel | 107,840.20 | 406,017.00 | -298,176.80 | 26.56% | 487,220.00 |
| 6908 - OBMP Updates | | | | | |
| 6908.1 - 2020 OBMP Update-Dodson & Assoc. | 38,654.40 | 166,344.56 | -127,690.16 | 23.24% | 166,344.56 |
| Total 6908 - OBMP Updates | 38,654.40 | 166,344.56 | -127,690.16 | 23.24% | 166,344.56 |
| 6909 - OBMP Other Expenses | | | | | |
| 6909.1 - OBMP Meetings | 46.83 | 1,250.00 | -1,203.17 | 3.75% | 1,500.00 |
| 6909.3 - Other OBMP Expenses | 2,472.00 | 2,270.00 | 202.00 | 108.9% | 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 | 2,518.83 | 7,686.00 | -5,167.17 | 32.77% | 9,224.00 |
| Total 6900 - Optimum Basin Mgmt Plan | 749,493.57 | 1,461,930.56 | -712,436.99 | 51.27% | 1,676,057.56 |

PREVIOUSLY REPORTED ACTIONS (Descending Order)
None

ENGINEERING SERVICES
WEST YOST ASSOCIATES

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

CURRENT MONTH – APRIL 2023

As of April 30, 2023, the total (YTD) Engineering Services expenses were \$1,672,433 or 49.4% below the (YTD) budget amount of \$3,384,492. The Engineering Services were all under budget as of April 30, 2023, except for the OBMP-Meetings-WY Staff expenses (6901.8) which were over budget by \$41,392 or 122.5%; the OBMP-Reporting-WY Staff expenses (6901.95) which were over budget by \$4,689 or 10.7%; the Groundwater Level-Capital Equipment expenses (7104.9) which were over budget by \$1,322 or 14.6%; and the PE3&5-Engineering-Outside Professionals expenses (7306) which were over budget by \$8,313 or 45.9%.

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

The third ECAC report for the current fiscal year has been provided for the period ending March 31, 2023 and shows a projected under budget at fiscal year-end June 30, 2023 of \$469,944.

**Table 2
Summary of Engineering Budget for Fiscal Year 2022/23**

As of March 31, 2023

| Acct # | Description | Total Engineering Cost Estimate | Total Billed As of March 31, 2023 | Total Projected (ECTO) April 2023 thru June 2023 | Total Billed and Projected (ECAC) | Estimated CBWM Carryover to FY23/24 | Estimated IEUA Carryover to FY23/24 | Estimated GRCC Carryover to FY23/24 | Estimated Others Carryover to FY23/24 | Total Estimated Carryover to FY 23/24 | Under/(Over) Including Estimated Carryover | YTD % Billed | % Billed and Projected |
|---------------|--|---------------------------------|-----------------------------------|--|-----------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|---------------------------------------|---------------------------------------|--|--------------|------------------------|
| 6900 | Optimum Basin Mgmt Program | \$ 1,150,628 | \$ 488,309 | \$ 368,829 | \$ 857,138 | \$ 25,000 | \$ - | \$ - | \$ - | \$ 25,000 | \$ 268,490 | 42% | 77% |
| 7100 | Program Element 1: Comprehensive Monitoring Program | \$ 1,044,065 | \$ 603,576 | \$ 373,116 | \$ 976,692 | \$ 10,000 | \$ - | \$ - | \$ - | \$ 10,000 | \$ 57,373 | 58% | 95% |
| 7200 | Program Element 2: Comprehensive Recharge Program | \$ 569,185 | \$ 143,532 | \$ 104,000 | \$ 247,532 | \$ 222,628 | \$ 49,513 | \$ 49,513 | \$ - | \$ 321,653 | \$ - | 25% | 100% |
| 7300 | Program Elements 3 & 5: Water Supply Plan - Desalter | \$ 19,776 | \$ 471 | \$ 4,500 | \$ 4,971 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 14,805 | 2% | 25% |
| 7400 | Program Element 4: Mgmt Zone Strategies | \$ 407,606 | \$ 130,823 | \$ 93,000 | \$ 223,823 | \$ 170,000 | \$ - | \$ - | \$ - | \$ 170,000 | \$ 13,784 | 32% | 97% |
| 7500 | Program Elements 6 & 7: Coop Efforts/Salt Mgmt | \$ 310,357 | \$ 116,792 | \$ 92,882 | \$ 209,674 | \$ 25,000 | \$ - | \$ - | \$ - | \$ 25,000 | \$ 75,683 | 38% | 76% |
| 7600 | Program Elements 8 & 9: Storage Mgmt/Conj Use | \$ 608,909 | \$ 185,881 | \$ 247,000 | \$ 432,881 | \$ 136,220 | \$ - | \$ - | \$ - | \$ 136,220 | \$ 39,808 | 31% | 93% |
| Totals | | \$ 4,110,527 | \$ 1,669,383 | \$ 1,283,327 | \$ 2,952,710 | \$ 588,848 | \$ 49,513 | \$ 49,513 | \$ - | \$ 687,873 | \$ 469,944 | 41% | 89% |

The Fiscal Year 2022/23 Progress and Estimated Cost at Completion for the Period July 1, 2022 through March 31, 2023 report from West Yost Associates is provided. Please access this link:

<https://cbwm.syncedtool.com/shares/file/o9nDnEPCjXH/?modal=1>

Watermaster does not plan to present any Budget Transfers or Budget Amendments as of the April 30, 2023 accounting period.

The table listed below summarizes the Year-To-Date (YTD) Actual West Yost Associates and other Engineering costs compared to the Year-To-Date (YTD) Budget as of March 31, 2023. 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:

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

| | Jul '22 - Apr '23 | Jul '22 - Apr '23 | | | FY 2022/23 |
|--|---------------------|---------------------|----------------------|---------------|-----------------------|
| | Actual | Budget | \$ Over Budget | % of Budget | Annual Budget |
| 5901.8 · JAdmin - Meetings-Engineering Services | 556.00 | 33,794.00 | -33,238.00 | 1.65% | 40,552.00 |
| 5906.1 · JAdmin - Watermaster Model Update | 33,979.75 | 59,728.00 | -25,748.25 | 56.89% | 71,674.00 |
| 5906.71 · JAdmin - Data Requests-CBWM Staff | 1,314.25 | 56,425.00 | -55,110.75 | 2.33% | 67,710.00 |
| 5906.72 · JAdmin - Data Requests-Non-CBWM Staff | 2,325.50 | 21,358.00 | -19,032.50 | 10.89% | 25,656.00 |
| 5925 · JAdmin - Ag Production & Estimation | 48,641.13 | 70,285.00 | -21,643.87 | 69.21% | 79,877.00 |
| 5935 · JAdmin - Mat'l Physical Injury Requests | 4,630.75 | 67,894.00 | -63,263.25 | 6.82% | 81,472.00 |
| 5945 · JAdmin - WM Annual Report Preparation | 9,718.50 | 15,320.00 | -5,601.50 | 63.44% | 15,320.00 |
| 5965 · JAdmin - Support Data Collection & Mgmt Process | 6,938.25 | 12,140.00 | -5,201.75 | 57.15% | 14,568.00 |
| 6206 · Advisory Committee Meetings-WY Staff | 6,044.38 | 18,835.00 | -12,790.62 | 32.09% | 22,603.00 |
| 6306 · Watermaster Board Meetings-WY Staff | 13,822.61 | 18,835.00 | -5,012.39 | 73.39% | 22,603.00 |
| 8306 · Appropriative Pool Meetings-WY Staff | 14,977.10 | 18,835.00 | -3,857.90 | 79.52% | 22,603.00 |
| 8406 · Agricultural Pool Meetings-WY Staff | 10,166.59 | 18,835.00 | -8,668.41 | 53.98% | 22,603.00 |
| 8506 · Non-Agricultural Pool Meetings-WY Staff | 8,753.29 | 18,835.00 | -10,081.71 | 46.47% | 22,603.00 |
| 6901.8 · OBMP - Meetings-WY Staff | 75,186.62 | 33,795.00 | 41,391.62 | 222.48% | 40,553.00 |
| 6901.95 · OBMP - Reporting-WY Staff | 48,657.50 | 43,968.00 | 4,689.50 | 110.67% | 52,762.00 |
| 6906 · OBMP Engineering Services - Other | 34,005.00 | 36,817.00 | -2,812.00 | 92.36% | 44,180.00 |
| 6906.15 · Integrated Model Mtgs-IEUA Cost | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 |
| 6906.21 · State of the Basin Report | 100,659.25 | 175,540.00 | -74,880.75 | 57.34% | 175,540.00 |
| 6906.26 · 2020 OBMP Update | 120,484.75 | 230,665.00 | -110,180.25 | 52.23% | 276,799.00 |
| 6906.71 · OBMP - Data Requests - CBWM Staff | 28,355.75 | 56,425.00 | -28,069.25 | 50.25% | 67,710.00 |
| 6906.72 · OBMP - Data Requests - Non CBWM | 10,316.75 | 21,380.00 | -11,063.25 | 48.25% | 25,656.00 |
| 7104.3 · Grdwtr Level-Engineering | 168,471.71 | 185,347.00 | -16,875.29 | 90.9% | 222,417.00 |
| 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 | 10,406.88 | 9,085.00 | 1,321.88 | 114.55% | 9,085.00 |
| 7202 · PE2-Comp Recharge-Engineering Services | 8,961.25 | 25,500.00 | -16,538.75 | 35.14% | 30,600.00 |
| 7202.2 · PE2-Comp Recharge-Engineering Services | 39,855.31 | 203,852.00 | -163,996.69 | 19.55% | 213,572.00 |
| 7208 · SB88 Specs-Compliance-50% IEUA | 0.00 | 54,012.38 | -54,012.38 | 0.0% | 54,012.38 |
| 7210 · OBMP - 2023 RMPU | 109,133.75 | 212,102.25 | -102,968.50 | 51.45% | 247,588.25 |
| 7220 · Integrated Model Mtg./Tech. Review-50% IEUA | 1,285.75 | 21,678.00 | -20,392.25 | 5.93% | 51,788.00 |
| 7302 · PE3&5-PBHSP Monitoring Program | 64,391.08 | 79,281.00 | -14,889.92 | 81.22% | 90,937.00 |
| 7303 · PE3&5-Engineering - Other | 470.75 | 16,480.00 | -16,009.25 | 2.86% | 19,776.00 |
| 7306 · PE3&5-Engineering - Outside Professionals | 26,437.50 | 18,125.00 | 8,312.50 | 145.86% | 21,750.00 |
| 7402 · PE4-Engineering | 143,343.03 | 203,395.00 | -60,051.97 | 70.48% | 238,723.00 |
| 7402.10 · PE4-Northwest MZ1 Area Project | 43,577.00 | 207,963.00 | -164,386.00 | 20.95% | 236,653.00 |
| 7403 · PE4-Eng. Services-Contracted Services-InSar | 0.00 | 85,000.00 | -85,000.00 | 0.0% | 85,000.00 |
| 7406 · PE4-Engineering Services-Outside Professionals | 0.00 | 25,973.00 | -25,973.00 | 0.0% | 31,167.00 |
| 7408 · PE4-Engineering Services-Network Equipment | 6,753.26 | 16,008.00 | -9,254.74 | 42.19% | 18,210.00 |
| 7502 · PE6&7-Engineering | 232,886.80 | 295,434.00 | -62,547.20 | 78.83% | 354,520.00 |
| 7505 · PE6&7-Laboratory Services | 35,453.64 | 45,455.00 | -10,001.36 | 78.0% | 54,207.00 |
| 7508 · HC Mitigation Plan-50% IEUA (TO #6) | 312.75 | 19,180.00 | -18,867.25 | 1.63% | 21,016.00 |
| 7510 · PE6&7-IEUA Salinity Mgmt. Plan | 16,064.16 | 73,018.47 | -56,954.31 | 22.0% | 73,018.47 |
| 7511 · PE6&7-SAWBMP Task Force-50% IEUA | 13,894.00 | 19,925.00 | -6,031.00 | 69.73% | 23,909.00 |
| 7610 · PE8&9-Support 2020 Mgmt. Plan | 0.00 | 43,220.00 | -43,220.00 | 0.0% | 43,220.00 |
| 7614 · PE8&9-Support Imp. Safe Yield Court Order | 210,826.80 | 486,415.00 | -275,588.20 | 43.34% | 565,689.00 |
| Total Engineering Services Costs | 1,712,059.14 | 3,384,492.10 | -1,672,432.96 | 50.59% | 3,909,902.10 * |

* West Yost and Subcontractor Engineering Budget of \$3,281,528 plus Carryover Funds from FY 2021/22 of \$478,326.10 plus Amendment (A-22-11-01) for \$60,000 plus Amendment (A-23-02-01) for \$90,048.
Carryover Funds from FY 2021/22 of \$478,326.10 = \$22,325 (5925); \$25,774 (7220); \$1,085 (7104.9); \$21,000 (7302); \$5,000 (7408); \$95,256 (7202.2); \$54,012.38 (7208); \$34,668.25 (7210); \$26,758 (7402); \$64,515 (7402.1); \$1,694 (7505); \$10,000 (7508); \$73,018.47 (7510); and \$43,220 (7610).

PREVIOUSLY REPORTED ACTIONS (Descending Order)

February 2023:

The "Original" Approved budget for FY 2022/23 for Engineering Services was \$3,281,528. The Engineering Services budget was Amended with the addition of "Carry-Over" funding totaling \$478,328.10 which brought the FY 2022/23 "Amended" Budget amount to \$3,759,854.10. During November 2022, Budget Amendment (A-22-11-01) in the amount of \$60,000 was adopted by the Watermaster Board. This Budget Amendment was required to complete a high-level analysis of potential Recharge Projects as instructed by the Watermaster Board at the October 27, 2022 Board meeting. The Budget Amendment (A-22-11-01) increased the existing approved budget for account number (7202.2) from \$153,572 to \$213,572. With the

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

inclusion of Budget Amendment (A-22-11-01) in the amount of \$60,000 to the FY 2022/23 Engineering Services budget, the overall "Amended" budget increased from \$3,759,854.10 to \$3,819,854.10.

During February 2023, Budget Amendment (A-23-02-01) in the amount of \$90,048 was adopted by the Watermaster Board. This Budget Amendment was developed to proceed with conducting the System Losses Study beginning in FY 2022/23 to ensure that the Chino Valley Model (CVM) can be updated in light of recent results. These recent results come from the peer review processes where two consultants suggest that any recharge to the Chino Basin from leaking municipal water distribution systems (water main leaks) should be explicitly included in the CVM, in advance of the upcoming Safe Yield Reset evaluation which is to be completed by June 30, 2025. The Budget Amendment (A-23-02-01) increased the existing approved budget for account number (7614) from \$475,641 to \$565,689. With the inclusion of Budget Amendment (A-23-02-01) in the amount of \$90,048 to the FY 2022/23 Engineering Services budget, the overall "Amended" budget increased from \$3,819,854.10 to \$3,909,902.10.

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

The second ECAC report for the current fiscal year has been provided for the period ending December 31, 2022 and shows a projected under budget at fiscal year-end June 30, 2023 of \$114,619.

Table 2
Summary of Engineering Budget for Fiscal Year 2022/23

As of December 31, 2022

| Acct # | Description | Total Engineering Cost Estimate | Total Billed As of December 31, 2022 | Total Projected (ECTC) January 2023 thru June 2023 | Total Billed and Projected (ECAC) | Under/(Over) | YTD % Billed | % Billed and Projected |
|---------------|--|---------------------------------|--------------------------------------|--|-----------------------------------|-------------------|--------------|------------------------|
| 6900 | Optimum Basin Mgmt Program | \$ 1,150,628 | \$ 281,431 | \$ 800,275 | \$ 1,081,705 | \$ 68,923 | 24% | 94% |
| 7100 | Program Element 1: Comprehensive Monitoring Program | \$ 984,286 | \$ 434,426 | \$ 570,342 | \$ 1,004,768 | \$ (20,482) | 44% | 102% |
| 7200 | Program Element 2: Comprehensive Recharge Program | \$ 475,261 | \$ 112,844 | \$ 362,418 | \$ 475,261 | \$ - | 24% | 100% |
| 7300 | Program Elements 3 & 5: Water Supply Plan - Desalter | \$ 19,776 | \$ 471 | \$ 9,000 | \$ 9,471 | \$ 10,305 | 2% | 48% |
| 7400 | Program Element 4: Mgmt Zone Strategies | \$ 316,333 | \$ 110,073 | \$ 175,300 | \$ 285,373 | \$ 30,960 | 35% | 90% |
| 7500 | Program Elements 6 & 7: Coop Efforts/Salt Mgmt | \$ 252,629 | \$ 66,717 | \$ 182,610 | \$ 249,327 | \$ 3,302 | 26% | 99% |
| 7600 | Program Elements 8 & 9: Storage Mgmt/Conj Use | \$ 518,861 | \$ 138,868 | \$ 358,383 | \$ 497,251 | \$ 21,610 | 27% | 96% |
| Totals | | \$ 3,717,774 | \$ 1,144,828 | \$ 2,458,328 | \$ 3,603,156 | \$ 114,619 | 31% | 97% |

The Fiscal Year 2022/23 Progress and Estimated Cost at Completion for the Period July 1, 2022 through September 30, 2022 report from West Yost Associates is provided. Please access this link:

<https://cbwm.syncedtool.com/shares/file/nNcSHjaB0dn/?modal=1>

The third quarter (ECAC) report is scheduled for issuance and distribution in early May 2023 for the period July 1, 2022 through March 31, 2023.

September 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

The first ECAC report for the current fiscal year has been provided for the period ending September 30, 2022 and shows a projected under budget at fiscal year-end June 30, 2023 of \$51,839.

Table 2
Summary of Engineering Budget for Fiscal Year 2022/23

As of September 30, 2022

| Acct # | Description | Total Engineering Cost Estimate | Total Billed As of September 30, 2022 | Total Projected (ECTC) October 2022 thru June 2023 | Total Billed and Projected (ECAC) | Under/(Over) | YTD % Billed | % Billed |
|---------------|--|---------------------------------|---------------------------------------|--|-----------------------------------|------------------|--------------|------------|
| 6900 | Optimum Basin Mgmt Program | \$ 1,150,628 | \$ 126,750 | \$ 973,011 | \$ 1,099,760 | \$ 50,868 | 11% | 96% |
| 7100 | Program Element 1: Comprehensive Monitoring Program | \$ 984,286 | \$ 246,683 | \$ 738,336 | \$ 985,019 | \$ (732) | 25% | 100% |
| 7200 | Program Element 2: Comprehensive Recharge Program | \$ 475,261 | \$ 62,598 | \$ 412,663 | \$ 475,261 | \$ - | 13% | 100% |
| 7300 | Program Elements 3 & 5: Water Supply Plan - Desalter | \$ 19,776 | \$ - | \$ 10,000 | \$ 10,000 | \$ 9,776 | 0% | 51% |
| 7400 | Program Element 4: Mgmt Zone Strategies | \$ 316,333 | \$ 84,096 | \$ 231,839 | \$ 315,935 | \$ 398 | 27% | 100% |
| 7500 | Program Elements 6 & 7: Coop Efforts/Salt Mgmt | \$ 252,629 | \$ 33,602 | \$ 227,498 | \$ 261,100 | \$ (8,471) | 13% | 103% |
| 7600 | Program Elements 8 & 9: Storage Mgmt/Conj Use | \$ 518,861 | \$ 59,533 | \$ 459,328 | \$ 518,861 | \$ (0) | 11% | 100% |
| Totals | | \$ 3,717,774 | \$ 613,261 | \$ 3,052,674 | \$ 3,665,936 | \$ 51,839 | 16% | 99% |

The Fiscal Year 2022/23 Progress and Estimated Cost at Completion for the Period July 1, 2022 through September 30, 2022 report from West Yost Associates is provided. Please access this link:

<https://cbwm.syncedtool.com/shares/file/gL5YkjR1Ky8/?modal=1>

August 2022:

The first quarter (ECAC) report is scheduled for issuance and distribution in early May 2022 for the period July 1, 2022 through April 30, 2022.

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

July 2022:

The explanations regarding the Carry-Over amount of \$478,328.10 from FY 2021/22 to the FY 2022/23 budget is provided as follows:

1. IEUA - Integrated Model Meetings and Technical Review - 50% IEUA Cost Share (Account 6906.15): \$51,548 (Watermaster's portion is \$25,774)
The requested carryover is necessary because this effort was planned for completion in FY 2021/22 but is now scheduled to be completed in FY 2022/23.
2. Groundwater Quality Monitoring Program (Account 7505 - formerly account 7103.5): \$1,694
The carryover is necessary for the laboratory cost for the HCMP GW and SW monitoring program. The work was completed in FY 2021/22, but the invoice has not yet been received from the laboratory.
3. Groundwater Level Monitoring Program (Account 7104.9): \$1,085
The requested carryover is necessary for the purchase of replacement transducer for the MZ1 transducer monitoring program. The work was completed in FY 2021/22, but the invoice has not yet been received from the subcontractor.

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4. Ground Level - Capital Equipment (Account 7408 - formerly account 7107.8): \$5,000
The requested carryover is necessary for the of purchase of a replacement door at the Ayala Park Extensometer facility and for materials and equipment for the Pomona Extensometer Facility. These orders were made in FY 2021/22 but the invoices have not yet been received.
5. Prado Basin Habitat Monitoring, Data Analysis and Reporting - 50% IEUA Cost Share (Account 7302 - formerly account 7108.31) \$42,000 (Watermaster's portion is \$21,000)
The requested carryover is necessary to implement a recommendation in Prado Basin Habitat Sustainability Committee Annual Report for Water Year 2021 (approved in June 2021) to update the digital elevation model for the Prado Basin. This data will improve the estimates of current depth- to-groundwater in the study area, and in critical areas where there are observed declines in groundwater levels that could potentially threaten the quality of the riparian habitat.
6. Agriculture Production and Estimation (Account 5925 – formerly account 7110.3): \$22,325
The requested carryover is necessary to complete the Agriculture Production and Estimation work that was planned for completion in FY 2021/22 but is now scheduled to be completed in FY 2022/23.
7. PE2: Engineering Services for Other Recharge Improvement Projects (Account 7202.2): \$95,256
The requested carryover is necessary to finalize this work in FY 2022/23. The work includes conducting a life-cycle analysis at the San Sevaine 1 and Etiwanda Debris conservation berms and preparing a technical memorandum describing the analysis and conclusions. The scope and schedule for this work was refined with input from IEUA and Watermaster Staff in FY 2020/21. The work is to be completed in FY 2022/23.
8. SB88 Specification to Ensure Compliance with Regulations (Account 7206.1) - \$108,024 (GRCC's portion is \$54,012 and IEUA's portion is \$54,012)
The requested carryover is necessary to provide as-needed support to IEUA and Watermaster in implementing the recommendations described in the technical memorandum evaluating the existing methodology to estimate stormwater diversions in the Chino Basin.
9. 2023 RMPU Recharge Master Plan Scoping (Account 7210): \$34,668. The requested Carry-Over is necessary to complete the scope, budget and report outline the 2023 RMPU.
10. Management Zone Strategies - Data Analyses and Reports (Account 7402): \$26,758
The requested carryover is necessary because the GLMC annual report is prepared over two fiscal years and is completed in November. Not as much progress was made in FY 2021/22 as was anticipated. The unspent budget in FY 2021/22 is needed to complete the annual report.
11. Management Zone Strategies - Northwest MZ-1 (Account 7402.10): \$64,515
The requested carryover 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 2021/22 were completed and must be completed in FY 2022/23. This included the request by the GLCM to perform a sensitivity study on the 1D compaction models and the use of the 1D compaction models to evaluate the effectiveness of potential subsidence management strategies. Carryover needed to complete the GLMC annual report. Tim Moore was on vacation and so we didn't make as much progress on this task as was anticipated in 2021/22.
12. Updated Plan - Mitigation Temp Loss of Hydraulic Control of Basin - 50% IEUA Cost Share (Account 7508): \$20,000 (Watermaster's portion is \$10,000)
The requested carryover is necessary to complete regulatory compliance support or add additional model simulations that may potentially be requested by the Regional Board based on its review of the submitted Plan.
13. IEUA - Update Recycled Water Permit - Salinity (Account 7510): \$81,214 (Watermaster's portion is

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

\$73,019)

The requested carryover is necessary to complete the technical and regulatory compliance support work to update the Chino Basin Maximum Benefit Salt and Nutrient Management Plan. This multiyear project began FY 2017/18 and will continue through FY 2022/23.

14. PE 8/9: Support Implementation of the 2020 Storage Management Plan (Account 7610): \$43,220

This budget 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 2021/22. The entire budget is requested to be carried over to FY 2022/23.

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

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

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

Watermaster and IEUA shall each have responsibility for its own administrative costs, excluding the tasks and expenses included under Set-Up Costs and Ongoing Costs. Watermaster and IEUA will meet to review the cost-sharing structure under this agreement and negotiate necessary adjustments in good faith on at least an annual basis.

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

| | West Yost Associates | 50% Billing "TO" IEUA | 50% Billing "FROM" IEUA | Costs For Watermaster |
|-----------------------|-------------------------|-----------------------------|-------------------------------|--------------------------|
| Jul. 2022 - Apr. 2023 | \$ 128,782.16 | \$ (64,391.08) | \$ - | \$ 64,391.08 |
| Totals | \$ 128,782.16 | \$ (64,391.08) | \$ - | \$ 64,391.08 |
| | 7302 | 7302 | 7302 | |
| Maximum Costs | \$ 183,374.00 | \$ 91,687.00 | \$ 91,687.00 | \$ 91,687.00 |

PREVIOUSLY REPORTED ACTIONS (Descending Order)
 None

OTHER INCOME AND EXPENSE

At the April 13, 2023 Appropriative Pool meeting, by volume vote of 62.398%, the Appropriative Pool instructed Watermaster to issue invoices to the Appropriative Pool in the amounts of \$100,000 for the FY 2022/23 Appropriative Pool Administrative expenses (account 8367); and \$100,000 for the FY 2022/23 Agricultural Pool Administrative expenses (8467). The payment terms were set at 30 days, per past practice. These invoices were issued under the category of Appropriative Pool-Special Assessments (4111.3) and Agricultural Pool Administration and Legal Services (4114).

As of June 1, 2023 the Appropriative Pool Administrative expenses have receipts of \$68,502.76 with an outstanding balance remaining of \$31,497.24. The outstanding balance due of \$31,497.24 is from the City of Chino, Monte Vista Water District, Monte Vista Irrigation Company, and the City of Ontario.

As of June 1, 2023 the Agricultural Pool administrative expenses have receipts of \$57,974.39 with an outstanding balance remaining of \$42,025.61. The outstanding balance due of \$42,025.61 is from the City of Chino, Monte Vista Water District, Monte Vista Irrigation Company, and the City of Ontario.

There were no other significant items to report within the category of Other Income and Expenses for the month ending April 30, 2023.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

January 2023:

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

During the month of January, Watermaster purchased 300 AF of replenishment water at a cost of \$816 per AF from Three Valleys Municipal Water District. The total cost of the replenishment water was \$244,800 and coded to account 5011.

October 2022:

The Appropriative Pool instructed Watermaster to issue invoices to the Appropriative Pool in the amount of \$250,000 for the approved FY 2022/23 Appropriative Pool Legal Services budget. The payment terms to be set at 30 days. These invoices were issued on October 13, 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 November 14, 2022.

September 2022:

The Agricultural Pool instructed Watermaster to issue invoices to the Appropriative Pool in the amount of \$250,000 for the approved FY 2022/23 Agricultural Pool Legal Services budget. The payment terms to be set at 30 days. These invoices were issued on September 9, 2022 under the category of Agricultural Pool Admin & Legal Services (4114). According to the payment terms of 30 days, payments are due on or before October 9, 2022.

The FY 2022/23 annual debt service expense (account 7690.1) of \$482,303 was paid directly to IEUA on September 14, 2022.

July 2022:

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 2022/23 annual administrative fee invoice was issued on July 1, 2022 in the amount of \$181,865.78 under invoice number 2022-07-CUP. Payment in the amount of \$181,865.78 was received and deposited on August 2, 2022.

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).

At the April 13, 2023 Appropriative Pool meeting, the Appropriative Pool instructed Watermaster to issue invoices to the Appropriative Pool in the amounts of \$100,000 for the FY 2022/23 Appropriative Pool Administrative expenses (account 8367); and \$100,000 for the FY 2022/23 Agricultural Pool Administrative expenses (8467). The payment terms were set at 30 days, per past practice. These invoices were issued under the category of Appropriative Pool-Special Assessments (4111.3) and Agricultural Pool Administration and Legal Services (4114).

As of June 1, 2023 the Appropriative Pool Administrative expenses had receipts of \$68,502.76 with an outstanding balance remaining of \$31,497.24. The outstanding balance remaining of \$31,497.24 is from the City of Chino, Monte Vista Water District, Monte Vista Irrigation Company, and the City of Ontario.

As of June 1, 2023 the Agricultural Pool administrative expenses had receipts of \$57,974.39 with an outstanding balance remaining of \$42,025.61. The outstanding balance remaining of \$42,025.61 is from the City of Chino, Monte Vista Water District, Monte Vista Irrigation Company, and the City of Ontario.

The Agricultural Pool Legal Services invoice number 13920 dated May 2, 2023 for Egoscue Law Group, Inc. for the services performed for April 2023 totaling \$11,775.00 has been provided to the Appropriate Pool for their approval. The approval is pending action at the June 8, 2023 meeting.

As of April 30, 2023, the Agricultural Pool Special Fund totals \$599,320.08.

The following charts detail the Fund Accounts activity as of April 30, 2023:

| Fund Balance for Agricultural Pool Account 8467 - Legal Services | | Agricultural Pool Reserve Funds As shown on the B-8 Financial Report | |
|--|----------------------|---|----------------------|
| Beginning Balance July 1, 2020: | \$ - | Agricultural Pool Reserve Funds Balance as of June 30, 2020: | \$ 515,498.06 |
| Additions: | | Additions: | |
| Ag Pool Legal invoices issued Nov. 19, 2020 for \$500,000 with outstanding balance of \$384,736.12 | \$ 115,263.88 | AP payments w/o Escrow instructions (\$165,694.75 - \$161,070.09) | \$ 4,624.66 |
| Admin Reserve used to cover shortfall * | \$ 102,557.12 | Y-T-D Interest earned on Ag Pool Funds FY 2020/21, FY 2021/22, FY 2022/23 | \$ 23,446.27 |
| Ag Pool Legal invoices issued Nov. 18, 2021 for \$500,000 with outstanding balance of \$410,135.61 | \$ 89,864.39 | Payments rec'd on Wellhead Production invoices issued Sep. 2021 | \$ 78,495.78 |
| Ag Pool Legal invoices issued Sep. 9, 2022 for \$250,000 with outstanding balance of \$102,245.10 | \$ 147,754.90 | Payments rec'd on FY 2021/22 Ag Pool invoices issued Nov. 18, 2021 * | \$ 169,652.03 |
| Ag Pool Legal invoices issued Apr. 20, 2023 for \$100,000 with outstanding balance of \$42,025.61 | \$ 57,974.39 | Payments rec'd on FY 2022/23 Ag Pool invoices issued Sep. 9, 2022 ** | \$ 147,754.90 |
| Subtotal Additions: | \$ 513,414.68 | Payments rec'd on FY 2022/23 Ag Pool invoices issued Apr. 20, 2023 *-* | \$ 57,974.39 |
| Budget Transfer - From Other Ag Pool Account | \$ 41,000.00 | Transfer of AP Settlement Funds of \$191,574.29 on 05/24/22 | \$ 191,574.29 |
| From Agricultural Pool Reserve Funds | \$ 584,825.91 | Transfer of AP Settlement Funds of \$75,868.59 on 08/15/22 | \$ 75,868.59 |
| Total Additions: | \$ 1,139,240.59 | Transfer of Funds from AP to Special Fund for Legal Service Invoices *** | \$ 195,041.16 |
| | | Subtotal Additions: | \$ 944,432.07 |
| Reductions: | | Reductions: | |
| Invoices paid July 2020 - November 2020 | \$ (217,821.00) | Actual vs. Budget Shortfall from FY 2019/20 | \$ (165,694.75) |
| Invoices paid December 2020 - June 2021 | \$ (220,365.00) | Mediation invoice paid | \$ (8,450.00) |
| Invoices paid July 2021 - June 2022 | \$ (284,896.64) | Subtotal Reductions: | \$ (174,144.75) |
| Invoices paid July 2022 - April 2023 | \$ (169,428.66) | Invoices paid December 2020 - June 2021 | \$ (220,365.00) |
| Subtotal Reductions: | \$ (892,511.30) | Invoices paid July 2021 - June 2022 | \$ (284,896.64) |
| | | Invoices paid July 2022 - April 2023 | \$ (181,203.66) |
| Available Fund Balance as of April 30, 2023 | \$ 246,729.29 | Total Reductions | \$ (860,610.05) |
| | | | |
| Available Fund Balance as of April 30, 2023 | \$ 246,729.29 | Agricultural Pool Reserve Funds Balance as of April 30, 2023: | \$ 599,320.08 |
| Reductions: | | Note: Balance of \$599,320.08 as shown on the B-3 Financial Report | |
| Invoices Paid July 2022 - April 2023 | \$ (169,428.66) | * 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. | |
| Ending Fund Balance as of April 30, 2023 ** | \$ 77,300.63 | ** FY 2022/23 invoices for \$250,000 issued Sep. 9, 2022 with outstanding balance due of \$102,245.10 for Ag Pool Legal Services. | |
| | | *- FY 2022/23 invoices for \$100,000 issued Apr. 20, 2023 with outstanding balance due of \$42,025.61 for Ag Pool Legal Services. | |
| | | *** For May 2022 - January 2023 Egoscue invoices | |

| Fund Balance For Agricultural Pool Account 8470 - Meeting Compensation | | Fund Balance For Agricultural Pool Account 8471 - Special Projects | |
|---|--------------------|---|---------------------|
| Beginning Balance July 1, 2022: | \$ 18,950.98 | Beginning Balance July 1, 2022: | \$ 71,109.67 |
| Additions: | | Additions: | |
| Receipts from invoicing | \$ - | Receipts from invoicing | \$ - |
| Budget Transfers | \$ 10,000.00 | Subtotal Additions: | \$ - |
| Subtotal Additions: | \$ 10,000.00 | | |
| Reductions: | | Reductions: | |
| Compensation paid July 2022 - April 2023 | \$ (24,250.00) | Invoices paid July 2022 - April 2023 | \$ (9,116.00) |
| Subtotal Reductions: | \$ (24,250.00) | Budget Transfers | \$ (51,000.00) |
| | | Subtotal Reductions: | \$ (60,116.00) |
| Ending Fund Balance as of April 30, 2023 | \$ 4,700.98 | Ending Fund Balance as of April 30, 2023 | \$ 10,993.67 |

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

| Fund Balance For Non-Agricultural Pool | |
|---|---------------------|
| Account 8567 - Legal Services | |
| Beginning Balance July 1, 2022: | \$ 51,564.90 |
| Additions: | |
| Pool Invoices issued | \$ 35,000.00 |
| Subtotal Additions: | \$ 35,000.00 |
| Reductions: | |
| Invoices paid July 2022 - April 2023 | \$ (17,680.00) |
| Subtotal Reductions: | \$ (17,680.00) |
| Ending Fund Balance as of April 30, 2023 | \$ 68,884.90 |

| Fund Balance For Appropriative Pool | |
|---|----------------------|
| Account 8367 - Legal Services | |
| Beginning Balance July 1, 2022: | \$ 3,803.11 |
| Additions: | |
| Outstanding invoice payments received (Previous) | \$ 2,007.22 |
| AP Legal invoices issued Oct. 13, 2022 for \$250,000 with outstanding balance of \$83,256.15 | \$ 166,743.85 |
| AP Legal invoices issued Apr. 19, 2023 for \$100,000 with outstanding balance of \$31,625.20 | \$ 68,374.80 |
| Subtotal Additions: | \$ 237,125.87 |
| Reductions: | |
| Invoices paid July 2022 - July 2022 | \$ (61,232.91) |
| Accrued (not paid) | \$ - |
| Subtotal Reductions: | \$ (61,232.91) |
| Ending Fund Balance as of April 30, 2023 | \$ 179,696.07 |

PREVIOUSLY REPORTED ACTIONS (Descending Order)

March 2023:

At the April 13, 2023 Appropriative Pool meeting, the Appropriative Pool instructed Watermaster to issue invoices to the Appropriative Pool in the amounts of \$100,000 for the FY 2022/23 Appropriative Pool Administrative expenses (account 8367); and \$100,000 for the FY 2022/23 Agricultural Pool Administrative expenses (8467). The payment terms were set at 30 days, per past practice. These invoices were issued under the category of Appropriative Pool-Special Assessments (4111.3) and Agricultural Pool Administration and Legal Services (4114). According to the payment terms of 30 days, payments are due on or before May 17, 2023. As of May 3, 2023, the amount received to date are as follows:

As of May 3, 2023 the Appropriative Pool Administrative expenses have receipts of \$4,493.00 leaving an outstanding balance due of \$95,507.00; and the Agricultural Pool Administrative expenses have receipts of \$3,483.61 leaving an outstanding balance due of \$96,516.39.

The Agricultural Pool Legal Services invoice number 13838 dated March 6, 2023 for Egoscue Law Group, Inc. for the services performed for February 2023 totaling \$26,191.00; and invoice number 13882 dated April 3, 2023 for Egoscue Law Group, Inc. for the services performed for March 2023 totaling \$42,539.16, were provided to the Appropriative Pool for their approval. The approval is pending action at the May 16, 2023 meeting.

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 March 31, 2023, the Agricultural Pool Special Fund totals \$525,308.60.

February 2023:

The Agricultural Pool Legal Services invoices for Egoscue Law Group, Inc. for the months of December 2022 and January 2023 totaling \$42,712.50 have been provided to the Appropriative Pool for their approval. At the February 9, 2023 Appropriative Pool meeting, action was taken to approve these two invoices by volume vote of 62.467%. The funds totaling \$42,712.50 will be transferred to the Agricultural Pool Special Fund as a February accounting period transaction. As of February 28, 2023, the Agricultural Pool Special Fund totals \$516,158.20.

January 2023:

The Appropriative Pool instructed Watermaster to issue invoices to the Appropriative Pool in the amount of \$250,000 for the approved FY 2022/23 Appropriative Pool Legal Services budget (account 8367). The payment terms to be set at 30 days. These invoices were issued on October 13, 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 November 14, 2022. As of January 31, 2023, the amount received to date was \$166,743.85 leaving an outstanding balance due of \$83,256.15.

December 2022:

The Agricultural Pool Legal Services invoices for Egoscue Law Group, Inc. for the months of September, October, and November 2022 totaling \$43,450.50 have been provided to the Appropriative Pool for their approval. At the January 12, 2023 Appropriative Pool meeting, action was taken to approve these three invoices by volume vote of 62.894%. The funds totaling \$43,450.50 were transferred to the Agricultural Pool Special Fund as a December accounting period transaction. As of January 31, 2023, the Agricultural Pool Special Fund totals \$523,886.70.

November 2022:

The Agricultural Pool Legal Services invoices for Egoscue Law Group, Inc. for the months of May, June, July, and August 2022 totaling \$40,148.00 have been approved and funded by the Appropriative Pool and these funds have been recorded in the Agricultural Pool Special Fund. As of November 30, 2022, the Agricultural Pool Special Fund totals \$493,541.78.

October 2022:

The Appropriative Pool instructed Watermaster to issue invoices to the Appropriative Pool in the amount of \$250,000 for the approved FY 2022/23 Appropriative Pool Legal Services budget (account 8367). The payment terms to be set at 30 days. These invoices were issued on October 13, 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 November 14, 2022. As of November 30, 2022, the amount received to date was \$90,499.58 leaving an outstanding balance due of \$159,500.42.

September 2022:

The Agricultural Pool instructed Watermaster to issue invoices to the Appropriative Pool in the amount of \$250,000 for the approved FY 2022/23 Agricultural Pool Legal Services budget. The payment terms to be set at 30 days. These invoices were issued on September 9, 2022 under the category of Agricultural Pool Admin & Legal Services (4114). According to the payment terms of 30 days, payments are due on or before October 9, 2022.

August 2022:

On August 15, 2022, the Appropriative Pool leadership instructed Watermaster to transfer the remaining amount due of \$75,868.59 to the Agricultural Pool Special Fund. This transfer will be reported as part of the accounting reports during the month of August 2022. The total amount received to date by the Agricultural Pool from the Appropriative Pool is \$267,442.88.

“CARRY OVER” FUNDING

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

BACKGROUND OF "CARRY OVER" FUNDING

CURRENT MONTH – APRIL 2023

As of April 30, 2023, the total (YTD) amount remaining of the "Carried Over" funding is \$1,158,439.46 (\$1,541,640.96 – \$383,201.50 = \$1,158,439.46).

The following details are provided:

| | | | | | | |
|---|-----------|---------------------|---|---------|------------|-------|
| "Carried Over" Balance, July 1, 2022 | \$ | 1,541,640.96 | | | | |
| Less: (Invoices Received To Date FY 2022/23) | | | | | | |
| Human Resources Services | \$ | (6,000.00) | A | 6013 | FY 2020/21 | ADMIN |
| Human Resources Services | \$ | (5,200.00) | A | 6013 | FY 2021/22 | ADMIN |
| Other Office Equipment - Boardroom Upgrades | \$ | (18,486.41) | B | 6038 | FY 2019/20 | ADMIN |
| Other Office Equipment - Boardroom Upgrades | \$ | (12,988.60) | B | 6038 | FY 2020/21 | ADMIN |
| Board Workshop Expenses - Misc. | \$ | (9,501.25) | C | 6375.2 | FY 2021/22 | ADMIN |
| 2020 OBMP Update - Tom Dodson & Associates | \$ | (16,344.56) | D | 6908.1 | FY 2020/21 | OBMP |
| Meter Installation - New Meter Installation | \$ | - | E | 7540 | FY 2018/19 | OBMP |
| Meter Installation - Calibration and Testing | \$ | - | E | 7545 | FY 2018/19 | OBMP |
| Agriculture Production and Estimation | \$ | (8,096.75) | F | 5925 | FY 2020/21 | ENG |
| Agriculture Production and Estimation | \$ | (14,228.25) | F | 5925 | FY 2021/22 | ENG |
| Integrated Model - Meetings - 50% IEUA Costs | \$ | (1,791.12) | G | 6906.15 | FY 2020/21 | ENG |
| Integrated Model - Meetings - 50% IEUA Costs | \$ | - | G | 6906.15 | FY 2021/22 | ENG |
| Ground Water Level - Capital Equipment | \$ | (1,085.00) | H | 7104.9 | FY 2021/22 | ENG |
| PBHSP - Monitoring, Data Analysis, Reporting | \$ | (21,000.00) | I | 7302 | FY 2021/22 | ENG |
| Ground Level Monitoring - Capital Equipment | \$ | (3,772.00) | J | 7408 | FY 2020/21 | ENG |
| Ground Level Monitoring - Capital Equipment | \$ | (1,228.00) | J | 7408 | FY 2021/22 | ENG |
| PE2 - Comprehensive Recharge - Eng. Services | \$ | (39,855.31) | K | 7202.2 | FY 2020/21 | ENG |
| PE2 - Comprehensive Recharge - Eng. Services | \$ | - | K | 7202.2 | FY 2021/22 | ENG |
| SB88-Specs-Ensure Compliance-50% IEUA | \$ | - | L | 7206.1 | FY 2020/21 | ENG |
| OBMP - 2023 RMPU | \$ | (34,668.25) | M | 7210 | FY 2020/21 | ENG |
| OBMP - Engineering Services | \$ | (26,758.00) | N | 7402 | FY 2021/22 | ENG |
| PE4 - Northwest MZ-1 Area Project | \$ | (43,577.00) | O | 7402.1 | FY 2021/22 | ENG |
| Groundwater Quality Monitoring Program | \$ | (1,694.00) | P | 7505 | FY 2021/22 | ENG |
| Hydraulic Control Mitigation Plan Update-50% IEUA | \$ | (312.75) | Q | 7508 | FY 2021/22 | ENG |
| IEUA - Update Recycle Water Permit - Salinity | \$ | (16,064.16) | R | 7510 | FY 2020/21 | ENG |
| IEUA - Update Recycle Water Permit - Salinity | \$ | - | R | 7510 | FY 2021/22 | ENG |
| PE8&9 - Support Imp. 2020 Storage Mgmt. Plan | \$ | - | S | 7610 | FY 2020/21 | ENG |
| Upper Santa Ana River HCP (TO #7) | \$ | - | T | 7690.7 | FY 2014/15 | PROJ |
| Upper Santa Ana River HCP (TO #7) | \$ | - | T | 7690.7 | FY 2015/16 | PROJ |
| Lower Day Basin RMPU (TO #2) | \$ | - | U | 7690.8 | FY 2016/17 | PROJ |
| Funds on Hold for Projects/Refund | \$ | - | V | 7690.9 | FY 2017/18 | PROJ |
| Appropriative Pool - Legal Services | \$ | (3,803.11) | W | 8367 | FY 2021/22 | AP |
| Agricultural Pool - Mtg. Attendance Compensation | \$ | (18,950.98) | X | 8470 | FY 2021/22 | OAP |
| Agricultural Pool - Special Project Funding | \$ | (20,873.00) | Y | 8471 | FY 2020/21 | OAP |
| Agricultural Pool - Special Project Funding | \$ | (39,243.00) | Y | 8471 | FY 2021/22 | OAP |
| Non-Agricultural Pool - Legal Services | \$ | (1,564.90) | Z | 8567 | FY 2020/21 | ONAP |
| Non-Agricultural Pool - Legal Services | \$ | (16,115.10) | Z | 8567 | FY 2021/22 | ONAP |
| Updated Balance as of April 30, 2023 | \$ | 1,158,439.46 | | | | |

Updated Balance as of July 1, 2022

Less: (Invoices Received To Date FY 2022/23)

| | | | | | |
|---|------------------------|---|---------|------------|-------|
| Human Resources Services | \$ - | A | 6013 | FY 2020/21 | ADMIN |
| Human Resources Services | \$ 800.00 | A | 6013 | FY 2021/22 | ADMIN |
| Other Office Equipment - Boardroom Upgrades | \$ - | B | 6038 | FY 2019/20 | ADMIN |
| Other Office Equipment - Boardroom Upgrades | \$ 28,306.85 | B | 6038 | FY 2020/21 | ADMIN |
| Board Workshop Expenses - Misc. | \$ 4,498.75 | C | 6375.2 | FY 2021/22 | ADMIN |
| 2020 OBMP Update - Tom Dodson & Associates | \$ - | D | 6908.1 | FY 2020/21 | OBMP |
| Meter Installation - New Meter Installation | \$ 175,400.00 | E | 7540 | FY 2018/19 | OBMP |
| Meter Installation - Calibration and Testing | \$ 181,650.00 | E | 7545 | FY 2018/19 | OBMP |
| Agriculture Production and Estimation | \$ - | F | 5925 | FY 2020/21 | ENG |
| Agriculture Production and Estimation | \$ - | F | 5925 | FY 2021/22 | ENG |
| Integrated Model - Meetings - 50% IEUA Costs | \$ - | G | 6906.15 | FY 2020/21 | ENG |
| Integrated Model - Meetings - 50% IEUA Costs | \$ 23,982.88 | G | 6906.15 | FY 2021/22 | ENG |
| Ground Water Level - Capital Equipment | \$ - | H | 7104.9 | FY 2021/22 | ENG |
| PBHSP - Monitoring, Data Analysis, Reporting | \$ - | I | 7302 | FY 2021/22 | ENG |
| Ground Level Monitoring - Capital Equipment | \$ - | J | 7408 | FY 2020/21 | ENG |
| Ground Level Monitoring - Capital Equipment | \$ - | J | 7408 | FY 2021/22 | ENG |
| PE2 - Comprehensive Recharge - Eng. Services | \$ 36,958.84 | K | 7202.2 | FY 2020/21 | ENG |
| PE2 - Comprehensive Recharge - Eng. Services | \$ 18,441.85 | K | 7202.2 | FY 2021/22 | ENG |
| SB88-Specs-Ensure Compliance-50% IEUA | \$ 54,012.38 | L | 7206.1 | FY 2020/21 | ENG |
| OBMP - 2023 RMPU | \$ - | M | 7210 | FY 2020/21 | ENG |
| OBMP - Engineering Services | \$ - | N | 7402 | FY 2021/22 | ENG |
| PE4 - Northwest MZ-1 Area Project | \$ 29,705.75 | O | 7402.1 | FY 2021/22 | ENG |
| Groundwater Quality Monitoring Program | \$ - | P | 7505 | FY 2021/22 | ENG |
| Hydraulic Control Mitigation Plan Update-50% IEUA | \$ 9,687.25 | Q | 7508 | FY 2021/22 | ENG |
| IEUA - Update Recycle Water Permit - Salinity | \$ 11,965.56 | R | 7510 | FY 2020/21 | ENG |
| IEUA - Update Recycle Water Permit - Salinity | \$ 36,221.00 | R | 7510 | FY 2021/22 | ENG |
| PE8&9 - Support Imp. 2020 Storage Mgmt. Plan | \$ 43,220.00 | S | 7610 | FY 2020/21 | ENG |
| Upper Santa Ana River HCP (TO #7) | \$ 15,062.88 | T | 7690.7 | FY 2014/15 | PROJ |
| Upper Santa Ana River HCP (TO #7) | \$ 5,000.00 | T | 7690.7 | FY 2015/16 | PROJ |
| Lower Day Basin RMPU (TO #2) | \$ 238,646.90 | U | 7690.8 | FY 2016/17 | PROJ |
| Funds on Hold for Projects/Refund | \$ 200,000.00 | V | 7690.9 | FY 2017/18 | PROJ |
| Appropriative Pool - Legal Services | \$ - | W | 8367 | FY 2021/22 | AP |
| Agricultural Pool - Mtg. Attendance Compensation | \$ - | X | 8470 | FY 2021/22 | OAP |
| Agricultural Pool - Special Project Funding | \$ - | Y | 8471 | FY 2020/21 | OAP |
| Agricultural Pool - Special Project Funding | \$ 10,993.67 | Y | 8471 | FY 2021/22 | OAP |
| Non-Agricultural Pool - Legal Services | \$ - | Z | 8567 | FY 2020/21 | ONAP |
| Non-Agricultural Pool - Legal Services | \$ 33,884.90 | Z | 8567 | FY 2021/22 | ONAP |
| Updated Balance as of April 30, 2023 | \$ 1,158,439.46 | | | | |

ADMINISTRATION SERVICES:

Unspent funds related to ongoing projects and associated activities from the Administration Services budget from FY 2021/22 totaling \$85,781.86 were "Carried Over" into the current FY 2022/23 budget. These funds were from the Human Resources Services [A] in the amount of \$12,000 in account (6013); Other Office Equipment-Boardroom Upgrades [B] in the amount of \$59,781.86 in account (6038); and Board Workshop Expenses-Miscellaneous [C] in the amount of \$14,000 in account (6375.2). The total funds available are \$85,781.86.

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, 2022 a remaining balance in the fund of \$16,344.56 was "Carried Over" into the current FY 2022/23 budget. The 2020 OBMP Update - Tom Dodson & Associates [D] in the amount of \$16,344.56 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 2022/23 budget. These funds were from the Meter Installation - New Meter Installation [E] in the amount of \$175,400 in account (7540); and Meter Installation - Calibration and Testing [E] in the amount of \$181,650 in account (7545). The total funds available are \$373,394.56.

ENGINEERING SERVICES:

Unspent funds related to ongoing projects and associated activities from the Engineering Services budget from FY 2021/22 in several accounts totaling \$478,326.10 were "Carried Over" into the current FY 2022/23 budget. These funds were from the Agriculture Production and Estimation [F] in the amount of \$22,325 in account (5925); Integration Model-Meetings-50% IEUU Costs [G] in the amount of \$25,774 in account (6906.15); Ground Water Level-Capital Equipment [H] in the amount of \$1,085 in account (7104.9); PBHSP-Monitoring, Data Analysis, and Reporting [I] in the amount of \$21,000 in account (7302); Ground Level Monitoring-Capital Equipment [J] in the amount of \$5,000 in account (7408); PE2-Comprehensive Recharge-Engineering Services [K] in the amount of \$95,256 in account (7202.2); SB88 Specs-Ensure Compliance [L] in the amount of \$54,012.38 in account (7206.1); OBMP-2023 RMPU [M] in the amount of \$34,668.25 in account (7210); OBMP-Engineering Services [N] in the amount of \$26,758 in account (7402); PE4-Northwest MZ1 Area Project [O] in the amount of \$64,515 in account (7402.1); Groundwater Quality Monitoring Program [P] in the amount of \$1,694 in account (7505); Hydraulic Control Mitigation Plan Update-50% IEUA Costs [Q] in the amount of \$10,000 in account (7508); IEUA-Update Recycle Water Permit-Salinity [R] in the amount of \$73,018.47 in account (7510); and PE8&9-Support Implementation of the 2020 Storage Management Plan [S] in the amount of \$43,220 in account (7610). The total funds available are \$478,326.10.

ONGOING RECHARGE IMPROVEMENT PROJECTS:

The Upper Santa Ana River HCP-Task Order #7 [T] has a remaining funded balance of \$20,062.88 in account (7690.7); and the Lower Day Basin RMPU-Task Order #2 [U] 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" [V] has a remaining budget from FY 2017/18 of \$200,000 in account (7690.9). By unanimous action of the Watermaster Board on June 24, 2021 the amount of \$1,234,582.42 was refunded to the Appropriative Pool with the November 2021 Assessment Package. The remaining 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 2022/23 budget to ensure proper funding is recorded and tracked. The Appropriative Pool Legal Services [W] in the amount of \$3,803.11 in account (8367); the Agricultural Pool Meeting Attendance Compensation [X] in the amount of

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

\$18,950.98 in account (8470); the Agricultural Pool Special Project Funding [Y] in the amount of \$71,109.67 in account (8471); and the Non-Agricultural Pool Legal Services [Z] in the amount of \$51,564.90 in account (8567). The total funds available are \$145,428.66.

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, 2023, any remaining balances of the FY 2021/22 and prior years funding (if any), along with any new FY 2022/23 expenses, will then be "Carried Over" into the FY 2023/24 budget.

PREVIOUSLY REPORTED ACTIONS (Descending Order)
None

AUDIT FIELD WORK

CURRENT MONTH – APRIL 2023

There was no Audit Field Work activity to report for the month.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

October 2022:

The Annual Financial and Audit Reports were presented to the Watermaster Board by Fedak & Brown LLP at the October 27, 2022 Board meeting. The Annual Financial and Audit Reports for FY 2021/22 were posted to the Watermaster website during the month of November 2022.

August 2022:

The auditors from the audit firm of Fedak & Brown LLP started the final field work for FY 2021/22 on September 19, 2022 through September 23, 2022. The plan was for the auditors not to be onsite at the Watermaster office for the final 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 has been the same processed used for the past several years and has worked well for both Watermaster and the auditors. This was the completion of the final field work for the period of May 1, 2021 through June 30, 2022.

July 2022:

The auditors from the audit firm of Fedak & Brown LLP started the interim field work for FY 2021/22 on June 13, 2022 through June 17, 2022. 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 has been the same processed used for the past several years and has worked well for both Watermaster and the auditors. This was the start of the interim field work for the period of July 1, 2021 through April 30, 2022. The final field work for the period of May 1, 2022 through July 31, 2022 has been tentatively scheduled for the week of September 19, 2022 through September 23, 2022.

FY 2022/23 EXHIBIT "G" NON-AGRICULTURAL POOL SALE OF WATER

CURRENT MONTH – APRIL 2023

There was no Exhibit "G" activity to report for the month.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

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

February 2023:

The Appropriators had until March 1, 2023 to notify Watermaster if they were interested in purchasing their allocation of the water by executing the Intent to Purchase form. As of March 1, 2023, no Appropriators provided notification to Watermaster of their interest to purchase water. As a result, there will be no Exhibit "G" Non-Agricultural Pool sale of water this fiscal year.

December 2022:

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 19, 2022, 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, 2022, the ONAP set a price of \$727.00/acre-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, 2023 to notify Watermaster if they are each interested in purchasing their allocation of the water by executing the Intent to Purchase form. Executed forms may be returned to Frank Yoo via email (franky@cbwm.org) or by U.S. mail.

| Party | Assigned Share of Operating Safe Yield | 2021-22 Actual Production | 2021-22 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 @ \$727.00 /AF |
|---|--|---------------------------|--------------------------------|-----------------------------------|-------------------------------------|-------------------------------------|--|---|
| BlueTriton Brands, Inc. | 0.0 | 251.6 | 251.6 | 251.6 | 0.0 | 2.3 | 1.159 | \$ 842.28 |
| CallMat Co. (Appropriative) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.000 | \$ - |
| Chino Hills, City Of | 1,572.5 | 2,628.9 | 2,628.9 | 2,628.9 | 30.8 | 24.2 | 27.511 | \$ 20,000.71 |
| Chino, City Of | 3,004.2 | 3,059.9 | 3,059.9 | 3,059.9 | 58.9 | 28.2 | 43.520 | \$ 31,639.09 |
| Cucamonga Valley Water District | 2,695.5 | 27,281.1 | 9,368.3 | 18,324.7 | 52.8 | 168.8 | 110.796 | \$ 80,548.97 |
| Desalter Authority | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.000 | \$ - |
| Fontana Union Water Company | 4,760.0 | 0.0 | 0.0 | 0.0 | 93.3 | 0.0 | 46.628 | \$ 33,898.55 |
| Fontana Water Company | 0.8 | 16,387.1 | 11,387.1 | 13,887.1 | 0.0 | 127.9 | 63.964 | \$ 46,501.47 |
| Fontana, City Of | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.000 | \$ - |
| Golden State Water Company | 306.3 | 1,066.1 | 1,066.1 | 1,066.1 | 6.0 | 9.8 | 7.910 | \$ 5,750.34 |
| Jurupa Community Services District | 1,535.0 | 11,601.7 | 11,601.7 | 11,601.7 | 30.1 | 106.9 | 68.466 | \$ 49,775.05 |
| Marygold Mutual Water Company | 488.0 | 944.2 | 944.2 | 944.2 | 9.6 | 8.7 | 9.128 | \$ 6,636.20 |
| Monte Vista Irrigation Company | 503.9 | 0.0 | 0.0 | 0.0 | 9.9 | 0.0 | 4.936 | \$ 3,588.48 |
| Monte Vista Water District | 3,592.2 | 6,994.9 | 6,994.9 | 6,994.9 | 70.4 | 64.4 | 67.402 | \$ 49,001.53 |
| NCL Co, LLC | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.000 | \$ - |
| Niagara Bottling, LLC | 0.0 | 1,684.0 | 1,684.0 | 1,684.0 | 0.0 | 15.5 | 7.755 | \$ 5,638.25 |
| Nicholson Family Trust | 2.9 | 0.0 | 0.0 | 0.0 | 0.1 | 0.0 | 0.028 | \$ 20.35 |
| Norco, City Of | 150.3 | 0.0 | 0.0 | 0.0 | 2.9 | 0.0 | 1.472 | \$ 1,070.14 |
| Ontario, City Of | 8,469.8 | 14,390.0 | 14,390.0 | 14,390.0 | 165.9 | 132.5 | 149.240 | \$ 108,497.30 |
| Pomona, City Of | 8,352.2 | 10,183.8 | 10,183.8 | 10,183.8 | 163.6 | 93.8 | 128.716 | \$ 93,576.76 |
| San Antonio Water Company | 1,122.1 | 402.5 | 402.5 | 402.5 | 22.0 | 3.7 | 12.846 | \$ 9,338.72 |
| San Bernardino, County of (Shooting Park) | 0.0 | 19.8 | 19.8 | 19.8 | 0.0 | 0.2 | 0.091 | \$ 66.36 |
| Santa Ana River Water Company | 969.0 | 103.2 | 103.2 | 103.2 | 19.0 | 1.0 | 9.967 | \$ 7,246.05 |
| Upland, City Of | 2,124.2 | 1,312.4 | 1,312.4 | 1,312.4 | 41.6 | 12.1 | 26.852 | \$ 19,521.47 |
| West End Consolidated Water Co | 705.6 | 0.0 | 0.0 | 0.0 | 13.8 | 0.0 | 6.912 | \$ 5,025.03 |
| West Valley Water District | 479.8 | 0.0 | 0.0 | 0.0 | 9.4 | 0.0 | 4.700 | \$ 3,416.90 |
| Total | 40,834.0 | 98,311.0 | 75,398.2 | 86,854.6 | 800.0 | 800.0 | 800.0 | \$ 581,600.00 |

November 2022:

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

ASSESSMENTS AND OTHER INVOICING

CURRENT MONTH – APRIL 2023

FY 2022/23 Assessment Package

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

There remains one late fee payment which was due in February. A reminder notice has been sent since the late fee payment has not been received to date.

PREVIOUSLY REPORTED ACTIONS (Descending Order)

February 2023:

The five payments which were received late, were issued late fee invoices, per the Judgment. Of those five which received a late fee invoice, four have paid the late fees, and the remaining late fee payment due in February. A reminder notice has been sent since the late fee payment has not been received to date.

January 2023:

As of February 3, 2023, the last outstanding Judgment related payment was received.

The five payments which were received late, were issued late fee invoices, per the Judgment. Of those five which received a late fee invoice, four have paid the late fees, and the remaining late fee payment is due the end of this month.

December 2022:

On November 17, 2022 the FY 2022/23 Assessment Package was approved by the Advisory Committee to move forward by majority volume vote. On November 17, 2022, the FY 2022/23 Assessment Package was approved by the Watermaster Board by majority vote. The Assessment invoices were issued by Watermaster on Friday, November 18, 2022 with payment due 30-days after invoice date. Payments were due to Watermaster on Monday, December 19, 2022. 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 19, 2022.

As of December 19, 2022 there were five Judgment related payments outstanding. Watermaster contacted these five entities to understand why payment had not been received to date.

As of today, all but one of the outstanding checks have been received. The four outstanding payments which were received late, were issued late fee invoices, per the Judgment. Of those four which received a late fee invoice, one has paid the late fee, and the other three late fee payments are due later in the month of February.

November 2022:

Watermaster held two Assessment Package Workshops: one on October 18, 2022, and the other on November 1, 2022. 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.

On November 10, 2022, the FY 2022/23 Assessment Package was presented to the Pool Committees for advice and assistance. On November 17, 2022 the FY 2022/23 Assessment Package was presented to the Advisory Committee and was approved to move forward by majority volume vote. On November 17, 2022, the FY 2022/23 Assessment Package was presented to the Watermaster Board and approved by majority vote.

The Assessment invoices were issued by Watermaster on Friday, November 18, 2022 with payment due 30-days after invoice date. Payments will be due to Watermaster on Monday, December 19, 2022. 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 19, 2022.

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.

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

ATTACHMENTS

1. Financial Report – B5

| | 1/12th (8.33%) of the Total Budget | | | | 10/12th (83.34%) of the Total Budget | | | | 100% of the Total Budget | | | |
|--|------------------------------------|-------------|-------------------|---------------|--------------------------------------|----------------------|-------------------|----------------|-------------------------------------|----------------------|-------------------|----------------|
| | For The Month of April 2023 | | | | Year-To-Date as of April 30, 2023 | | | | Fiscal Year End as of June 30, 2023 | | | |
| | 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% | 181,865.78 | 181,866.00 | -0.22 | 100.0% | 181,865.78 | 181,866.00 | -0.22 | 100.0% |
| 4110 - Admin Asmnts-Approp Pool | 200,000.01 | 0.00 | 200,000.01 | 100.0% | 9,922,428.19 | 9,733,346.00 | 189,082.19 | 101.94% | 9,922,428.19 | 9,733,346.00 | 189,082.19 | 101.94% |
| 4120 - Admin Asmnts-Non-Agri Pool | 0.00 | 0.00 | 0.00 | 0.0% | 302,204.18 | 291,214.00 | 10,990.18 | 103.77% | 302,204.18 | 291,214.00 | 10,990.18 | 103.77% |
| 4130 - Admin Asmnts-Agricultural Pool | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.00 | 0.0% |
| 4700 - Non Operating Revenues | 18,342.24 | 0.00 | 18,342.24 | 100.0% | 178,496.10 | 24,885.00 | 153,611.10 | 717.28% | 209,514.35 | 35,550.00 | 173,964.35 | 589.35% |
| 4900 - Miscellaneous Income | 0.00 | 0.00 | 0.00 | 0.0% | 8,074.68 | 0.00 | 8,074.68 | 100.0% | 8,074.68 | 0.00 | 8,074.68 | 100.0% |
| Total Income | 218,342.25 | 0.00 | 218,342.25 | 100.0% | 10,593,068.93 | 10,231,311.00 | 361,757.93 | 103.54% | 10,624,087.18 | 10,241,976.00 | 382,111.18 | 103.73% |
| Gross Profit | 218,342.25 | 0.00 | 218,342.25 | 100.0% | 10,593,068.93 | 10,231,311.00 | 361,757.93 | 103.54% | 10,624,087.18 | 10,241,976.00 | 382,111.18 | 103.73% |
| Expense | | | | | | | | | | | | |
| 5900 - Judgment Administration | 19,875.48 | 97,483.00 | -77,607.52 | 20.39% | 336,934.75 | 1,003,238.00 | -666,303.25 | 33.59% | 440,238.77 | 1,195,126.00 | -754,887.23 | 36.84% |
| 6010 - Admin. Salary/Benefit Costs | 105,058.51 | 53,806.00 | 51,252.51 | 195.25% | 1,154,557.11 | 550,628.00 | 603,929.11 | 209.68% | 1,398,850.17 | 656,096.00 | 742,754.17 | 213.21% |
| 6020 - Office Building Expense | 10,644.43 | 12,359.00 | -1,714.57 | 86.13% | 111,514.40 | 117,563.00 | -6,048.60 | 94.86% | 129,269.82 | 141,031.00 | -11,761.18 | 91.66% |
| 6030 - Office Supplies & Equip. | 22,173.67 | 3,325.00 | 18,848.67 | 666.88% | 62,229.50 | 75,406.86 | -13,177.36 | 82.53% | 69,292.44 | 81,181.86 | -11,889.42 | 85.36% |
| 6040 - Postage & Printing Costs | 1,865.02 | 3,540.00 | -1,674.98 | 52.68% | 22,583.86 | 33,344.00 | -10,760.14 | 67.73% | 26,447.22 | 38,255.00 | -11,807.78 | 69.13% |
| 6050 - Information Services | 11,416.00 | 15,392.00 | -3,976.00 | 74.17% | 140,920.70 | 150,110.00 | -9,189.30 | 93.88% | 175,578.96 | 177,624.00 | -2,045.04 | 98.85% |
| 6060 - Contract Services | 4,544.30 | 600.00 | 3,944.30 | 757.38% | 42,674.52 | 56,760.00 | -14,085.48 | 75.18% | 49,772.84 | 57,960.00 | -8,187.16 | 85.87% |
| 6070 - Watermaster Legal Services | 40,948.75 | 37,217.00 | 3,731.75 | 110.03% | 638,818.41 | 375,713.00 | 263,105.41 | 170.03% | 753,094.60 | 450,146.00 | 302,948.60 | 167.3% |
| 6080 - Insurance | 0.00 | 0.00 | 0.00 | 0.0% | 44,736.72 | 47,318.00 | -2,581.28 | 94.55% | 46,592.84 | 48,743.00 | -2,150.16 | 95.59% |
| 6110 - Dues and Subscriptions | 95.95 | 1,000.00 | -904.05 | 9.6% | 33,738.85 | 41,175.00 | -7,436.15 | 81.94% | 40,625.74 | 41,475.00 | -849.26 | 97.95% |
| 6140 - WM Admin Expenses | 391.53 | 487.00 | -95.47 | 80.4% | 4,990.19 | 5,575.00 | -584.81 | 89.51% | 5,901.64 | 6,550.00 | -648.36 | 90.1% |
| 6150 - Field Supplies | 567.25 | 400.00 | 167.25 | 141.81% | 2,021.35 | 3,200.00 | -1,178.65 | 63.17% | 2,770.08 | 3,200.00 | -429.92 | 86.57% |
| 6170 - Travel & Transportation | 2,221.46 | 2,225.00 | -3.54 | 99.84% | 23,211.84 | 24,640.00 | -1,428.16 | 94.2% | 25,974.96 | 28,970.00 | -2,995.04 | 89.66% |
| 6190 - Training, Conferences, Seminars | 1,213.68 | 2,889.00 | -1,675.32 | 42.01% | 39,523.85 | 50,566.00 | -11,042.15 | 78.16% | 56,630.34 | 57,678.00 | -1,047.66 | 98.18% |
| 6200 - Advisory Committee Expenses | 2,781.27 | 10,890.00 | -8,108.73 | 25.54% | 33,709.35 | 105,696.00 | -71,986.65 | 31.89% | 48,503.42 | 127,177.00 | -78,673.58 | 38.14% |
| 6300 - Watermaster Board Expenses | 16,792.40 | 20,779.00 | -3,986.60 | 80.81% | 158,187.97 | 254,118.00 | -95,930.03 | 62.25% | 173,781.06 | 295,328.00 | -121,546.94 | 58.84% |
| 8300 - Approp Pool-WM & Pool Admin | 7,825.02 | 12,548.00 | -4,722.98 | 62.36% | 135,608.57 | 375,351.11 | -239,742.54 | 36.13% | 271,341.41 | 400,101.11 | -128,759.70 | 67.82% |
| 8400 - Ag Pool-WM & Pool Admin | 5,707.36 | 12,443.00 | -6,735.64 | 45.87% | 38,500.45 | 120,498.00 | -81,997.55 | 31.95% | 58,470.40 | 145,038.00 | -86,567.60 | 40.31% |
| 8467 - Ag Legal & Technical Services | 54,314.16 | 20,834.00 | 33,480.16 | 260.7% | 181,203.66 | 249,334.00 | -68,130.34 | 72.68% | 242,631.50 | 291,000.00 | -48,368.50 | 83.38% |
| 8470 - Ag Meeting Attend -Special | 4,375.00 | 0.00 | 4,375.00 | 100.0% | 24,250.00 | 28,950.98 | -4,700.98 | 83.76% | 27,750.00 | 28,950.98 | -1,200.98 | 95.85% |
| 8471 - Ag Pool Expense | 0.00 | 0.00 | 0.00 | 0.0% | 9,116.00 | 20,109.67 | -10,993.67 | 45.33% | 9,116.00 | 20,109.67 | -10,993.67 | 45.33% |
| 8485 - Ag Pool - Misc. Exp. - Ag Fund | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | 300.00 | -300.00 | 0.0% | 0.00 | 400.00 | -400.00 | 0.0% |
| 8500 - Non-Ag Pool-WM & Pool Admin | 4,649.77 | 11,587.00 | -6,937.23 | 40.13% | 53,480.38 | 204,625.90 | -151,145.52 | 26.14% | 86,217.96 | 227,494.90 | -141,276.94 | 37.9% |
| 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 | -26,045.01 | -32,582.00 | 6,536.99 | 79.94% | -266,869.94 | -325,826.00 | 58,956.06 | 81.91% | -284,794.84 | -390,992.00 | 106,197.16 | 72.84% |
| 6900 - Optimum Basin Mgmt Plan | 73,789.64 | 107,606.00 | -33,816.36 | 68.57% | 749,493.57 | 1,461,930.56 | -712,436.99 | 51.27% | 1,501,992.36 | 1,676,057.56 | -174,065.20 | 89.62% |
| 7104 - Gdwtr Level Monitoring | 25,439.55 | 21,951.00 | 3,488.55 | 115.89% | 305,058.84 | 228,369.00 | 76,689.84 | 133.58% | 372,825.72 | 272,197.00 | 100,628.72 | 136.97% |
| 7200 - PE2- Comp Recharge Pgm | 16,507.00 | 305,187.00 | -288,680.00 | 5.41% | 795,612.60 | 1,654,593.63 | -858,981.03 | 48.09% | 1,629,060.12 | 1,713,951.63 | -84,891.51 | 95.05% |
| 7300 - PE3&5-Water Supply/Desalte | 7,674.71 | 13,181.00 | -5,506.29 | 58.23% | 93,246.53 | 152,345.00 | -59,098.47 | 61.21% | 172,919.44 | 178,553.00 | -5,633.56 | 96.85% |
| 7400 - PE4- Mgmt Plan | 5,682.51 | 58,778.00 | -53,095.49 | 9.67% | 203,243.86 | 557,917.00 | -354,673.14 | 36.43% | 626,399.56 | 632,897.00 | -6,497.44 | 98.97% |

| | 1/12th (8.33%) of the Total Budget | | | | 10/12th (83.34%) of the Total Budget | | | | 100% of the Total Budget | | | |
|--|------------------------------------|--------------------|--------------------|---------------|--------------------------------------|----------------------|----------------------|-------------------|-------------------------------------|----------------------|---------------------|-----------------|
| | For The Month of April 2023 | | | | Year-To-Date as of April 30, 2023 | | | | Fiscal Year End as of June 30, 2023 | | | |
| | Actual | Budget | \$ Over(Under) | % of Budget | Actual | Budget | \$ Over(Under) | % of Budget | Projected | Budget | \$ Over(Under) | % of Budget |
| 7500 - PE6&7-CoopEfforts/SaltMgmt | 21,301.15 | 41,950.00 | -20,648.85 | 50.78% | 312,275.32 | 860,722.47 | -548,447.15 | 36.28% | 937,696.32 | 944,443.47 | -6,747.15 | 99.29% |
| 7600 - PE8&9-StorageMgmt/Conj Use | 26,804.19 | 42,006.00 | -15,201.81 | 63.81% | 219,352.66 | 553,011.00 | -333,658.34 | 39.67% | 537,038.96 | 636,918.00 | -99,879.04 | 84.32% |
| 7690 - Recharge Improvements | 0.00 | 29,834.00 | -29,834.00 | 0.0% | 482,303.00 | 1,239,345.78 | -757,042.78 | 38.92% | 1,295,000.00 | 1,299,011.78 | -4,011.78 | 99.69% |
| 9501 - Admin Expenses Allocated-OBMP | 11,593.21 | 20,050.00 | -8,456.79 | 57.82% | 120,592.94 | 200,505.00 | -79,912.06 | 60.15% | 120,661.14 | 240,607.00 | -119,945.86 | 50.15% |
| 9502 - Admin Expenses Allocated-PE 1-9 | 14,451.80 | 12,532.00 | 1,919.80 | 115.32% | 146,276.99 | 125,321.00 | 20,955.99 | 116.72% | 164,133.70 | 150,385.00 | 13,748.70 | 109.14% |
| Total Expense | 494,659.76 | 940,297.00 | -445,637.24 | 52.61% | 6,453,098.80 | 10,602,454.96 | -4,149,356.16 | 60.86% | 11,211,784.64 | 11,873,664.96 | -661,880.32 | 94.43% |
| Net Ordinary Income | -276,317.51 | -940,297.00 | 663,979.49 | 29.39% | 4,139,970.13 | -371,143.96 | 4,511,114.09 | -1,115.46% | -587,697.46 | -1,631,688.96 | 1,043,991.50 | 36.02% |
| Other Income | | | | | | | | | | | | |
| 4210 - Approp Pool-Replenishment | 0.00 | 0.00 | 0.00 | 0.0% | 294,031.41 | 0.00 | 294,031.41 | 100.0% | 294,031.41 | 0.00 | 294,031.41 | 100.0% |
| 4220 - Non-Ag Pool-Replenishment | 0.00 | 0.00 | 0.00 | 0.0% | 23,445.06 | 0.00 | 23,445.06 | 100.0% | 23,445.06 | 0.00 | 23,445.06 | 100.0% |
| 4225 - Interest Income | 2,271.12 | 0.00 | 2,271.12 | 100.0% | 25,018.41 | 0.00 | 25,018.41 | 100.0% | 32,829.72 | 0.00 | 32,829.72 | 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 | 0.00 | 0.00 | 0.00 | 0.0% | 3.60 | 0.00 | 3.60 | 100.0% | 3.60 | 0.00 | 3.60 | 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 | 2,271.12 | 0.00 | 2,271.12 | 100.0% | 342,498.48 | 0.00 | 342,498.48 | 100.0% | 350,309.79 | 0.00 | 350,309.79 | 100.0% |
| Other Expense | | | | | | | | | | | | |
| 5010 - Groundwater Replenishment | 0.00 | 0.00 | 0.00 | 0.0% | 284,679.13 | 0.00 | 284,679.13 | 100.0% | 284,679.13 | 0.00 | 284,679.13 | 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% | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.00 | 0.0% |
| 9200 - Interest Expense | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.00 | 0.0% |
| 9251 - Other Post Employment Benefits | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.00 | 0.0% |
| 9996 - Refund-Excess Reserves-Approp. | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.00 | 0.0% |
| 9996.5 - Refund-Basin O&M-Approp. | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.00 | 0.0% |
| 9997 - Refund-Excess Reserves-NonAg | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.00 | 0.0% |
| 9997.5 - Refund-Basin O&M-NonAg | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | 0.00 | 0.00 | 0.0% |
| 9998 - Refund-Recharge Debt-Approp. | 0.00 | 0.00 | 0.00 | 0.0% | 177,379.00 | 0.00 | 177,379.00 | 100.0% | 177,379.00 | 0.00 | 177,379.00 | 100.0% |
| 9999 - To/(From) Reserves | 0.00 | 0.00 | 0.00 | 0.0% | 0.00 | -90,048.00 | 90,048.00 | 0.0% | 0.00 | -90,048.00 | 90,048.00 | 0.0% |
| Total Other Expense | 0.00 | 0.00 | 0.00 | 0.0% | 462,058.13 | -90,048.00 | 552,106.13 | -513.12% | 462,058.13 | -90,048.00 | 552,106.13 | -513.12% |
| Net Other Income | 2,271.12 | 0.00 | 2,271.12 | 100.0% | -119,559.65 | 90,048.00 | -209,607.65 | -132.77% | -111,748.34 | 90,048.00 | -201,796.34 | -124.1% |
| Net Income | -274,046.39 | -940,297.00 | 666,250.61 | 29.15% | 4,020,410.48 | -281,095.96 | 4,301,506.44 | -1,430.26% | -699,445.80 | -1,541,640.96 | 842,195.16 | 45.37% |

Note: Please see the staff report (Financial Report-B10) for additional detailed information on the account categories.

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
May 2023

Financial Report - B6
For Informational Purposes Only

| Type | Date | Num | Name | Memo | Account | Paid Amount |
|-----------------|------------|------------------|---------------------------------------|--|--------------------------------------|-------------|
| Bill Pmt -Check | 05/03/2023 | 24091 | BROWNSTEIN HYATT FARBER SCHRECK | Invoices 935495-935510 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 03/31/2023 | 935495-935510 | | Miscellaneous GL Accounts | BHFS Legal - Miscellaneous | 121,378.05 |
| TOTAL | | | | | | 121,378.05 |
| Bill Pmt -Check | 05/04/2023 | ACH 050423 | PUBLIC EMPLOYEES' RETIREMENT SYSTEM | Payor #3493 | 1012 - Bank of America Gen'l Ckg | |
| General Journal | 04/29/2023 | 04/29/2023 | PUBLIC EMPLOYEES' RETIREMENT SYSTEM | CalPERS Retirement for 04/16/23-04/29/23 | 2000 - Accounts Payable | 10,153.42 |
| TOTAL | | | | | | 10,153.42 |
| Bill Pmt -Check | 05/04/2023 | ACH 050423 | CALPERS | 1394905143 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/01/2023 | 1394905143 | | Medical Insurance Premiums - May 2023 | 60182.1 - Medical Insurance | 13,219.41 |
| TOTAL | | | | | | 13,219.41 |
| Bill Pmt -Check | 05/08/2023 | 24092 | ACCENT COMPUTER SOLUTIONS, INC. | Invoice 157475 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/01/2023 | Invoice 157475 | | Monthly services - May 2023 | 6052.4 - IT Managed Services | 4,421.15 |
| | | | | Overwatch - May 2023 | 6052.5 - IT Data Backup/Storage | 699.00 |
| | | | | Omni Cloud - May 2023 | 6052.5 - IT Data Backup/Storage | 188.00 |
| | | | | Office 365 Subscriptions-Business Premier May 2023 | 6052.4 - IT Managed Services | 225.00 |
| | | | | Image Office Storage - May 2023 | 6052.5 - IT Data Backup/Storage | 710.91 |
| TOTAL | | | | | | 6,244.06 |
| Bill Pmt -Check | 05/08/2023 | 24093 | ACWA JOINT POWERS INSURANCE AUTHORITY | 0699445 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/04/2023 | 0699445 | | June 2023 | 1409 - Prepaid Life, BAD&D & LTD | 263.89 |
| | | | | May 2023 | 60191 - Life & Disab.Ins Benefits | 263.12 |
| TOTAL | | | | | | 527.01 |
| Bill Pmt -Check | 05/08/2023 | 24094 | APPLIED COMPUTER TECHNOLOGIES | 35713 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/01/2023 | 35713 | | Database Consulting Services - April 2023 | 6052.2 - Applied Computer Technol | 4,050.00 |
| TOTAL | | | | | | 4,050.00 |
| Bill Pmt -Check | 05/08/2023 | 24095 | BURRTEC WASTE INDUSTRIES, INC. | N2113504677 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/01/2023 | N2113504677 | | May 2023 | 6024 - Building Repair & Maintenance | 142.50 |
| TOTAL | | | | | | 142.50 |
| Bill Pmt -Check | 05/08/2023 | 24096 | CHEF DAVE'S CATERING & EVENT SERVICES | 1877B | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/27/2023 | 1877B | | Board meeting lunch 04/27/23. | 6312 - Meeting Expenses | 519.88 |
| TOTAL | | | | | | 519.88 |
| Bill Pmt -Check | 05/08/2023 | 24097 | CURATALO, JAMES | Board Member Compensation | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/04/2023 | 04-04 Admin Mtg. | | 04/04/23 Meeting regarding Personnel Matters | 6311 - Board Member Compensation | 125.00 |

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
May 2023

Financial Report - B6
For Informational Purposes Only

| Type | Date | Num | Name | Memo | Account | Paid Amount |
|------------------------|-------------------|---------------------|--------------------------------|--|---|-------------|
| Bill | 04/10/2023 | 04-10 Admin Mtg. | | 04/10/23 Agenda Review Meeting with Board | 6311 · Board Member Compensation | 125.00 |
| Bill | 04/11/2023 | 04-11 Admin Mtg. | | 04/11/23 Meeting with Scott Slater | 6311 · Board Member Compensation | 125.00 |
| Bill | 04/13/2023 | 04-13 AP Meeting | | 04/13/23 Appropriative Pool Meeting | 6311 · Board Member Compensation | 125.00 |
| Bill | 04/19/2023 | 04-19 Admin Mtg. | | 04/19/23 Meeting with P. Kavounas | 6311 · Board Member Compensation | 125.00 |
| Bill | 04/20/2023 | 04-20 AC Meeting | | 04/20/23 Advisory Committee Meeting | 6311 · Board Member Compensation | 125.00 |
| Bill | 04/24/2023 | 04-24 Agenda Review | | 04/24/23 Agenda Review Meeting | 6311 · Board Member Compensation | 125.00 |
| Bill | 04/27/2023 | 04-27 Board Mtg. | | 04/27/23 Watermaster Board Meeting | 6311 · Board Member Compensation | 125.00 |
| Bill | 04/28/2023 | 04-28 Admin Mtg. | | 04/28/23 Meeting with Legal | 6311 · Board Member Compensation | 125.00 |
| TOTAL | | | | | | 1,125.00 |
| Bill Pmt -Check | 05/08/2023 | 24098 | EIDE BAILLY LLP | EI01512715 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/28/2023 | EI01512715 | | Consulting Services - March and April 2023 | 6061.1 · Accounting Services Consultant | 3,845.69 |
| TOTAL | | | | | | 3,845.69 |
| Bill Pmt -Check | 05/08/2023 | 24099 | EMPOWER LAB | 2726 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/01/2023 | 2726 | | Elab Executive Coaching | 6193 · Employee Training | 500.00 |
| TOTAL | | | | | | 500.00 |
| Bill Pmt -Check | 05/08/2023 | 24100 | FAVELA QUINTERO, RUBY | Employee Expense Reimbursement | 1012 · Bank of America Gen'l Ckg | |
| Bill | 05/04/2023 | Reimbursement | | Misc. Office Supplies - Amazon | 6031.7 · Other Office Supplies | 20.46 |
| | | | | Misc. Office Supplies - Dollar Tree | 6031.7 · Other Office Supplies | 5.48 |
| | | | | Misc. Office Supplies - Costco | 6031.7 · Other Office Supplies | 171.64 |
| TOTAL | | | | | | 197.58 |
| Bill Pmt -Check | 05/08/2023 | 24101 | FILIPPI, GINO | Ag Pool Member Compensation | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/13/2023 | 04-13 AG Meeting | | 04/13/23 Agricultural Pool Meeting | 8470 · Ag Meeting Attend -Special | 125.00 |
| Bill | 04/20/2023 | 04-20 AC Meeting | | 04/20/23 Advisory Committee Meeting | 8470 · Ag Meeting Attend -Special | 125.00 |
| Bill | 04/27/2023 | 04-27 Board Mtg. | | 04/27/23 Board Meeting | 8470 · Ag Meeting Attend -Special | 125.00 |
| TOTAL | | | | | | 375.00 |
| Bill Pmt -Check | 05/08/2023 | 24102 | FIRST LEGAL NETWORK LLC | 40073858 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/30/2023 | 40073858 | | Court filings for March 31, 2023 & April 6, 2023 | 6061.5 · Court Filing Services | 249.22 |
| TOTAL | | | | | | 249.22 |
| Bill Pmt -Check | 05/08/2023 | 24103 | GEYE, BRIAN | Non-Ag Pool and Board Member Compensation | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/13/2023 | 04-13 ONAP Mtg. | | 04/13/2023 Non-Agricultural Pool Meeting | 8511 · Non-Ag Pool Member Compensation | 125.00 |
| Bill | 04/18/2023 | 04-18 Admin Mtg. | | 04/18/2023 Budget Workshop #1 | 8511 · Non-Ag Pool Member Compensation | 125.00 |
| Bill | 04/20/2023 | 04-20 AC Meeting | | 04/20/2023 Advisory Committee Meeting | 8511 · Non-Ag Pool Member Compensation | 125.00 |
| Bill | 04/25/2023 | 04-25 Admin Meeting | | 04/25/2023 Budget Workshop #2 | 8511 · Non-Ag Pool Member Compensation | 125.00 |
| Bill | 04/27/2023 | 04-27 Board Mtg. | | 04/27/2023 Board Meeting | 6311 · Board Member Compensation | 125.00 |

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
May 2023

Financial Report - B6
For Informational Purposes Only

| Type | Date | Num | Name | Memo | Account | Paid Amount |
|------------------------|-------------------|----------------------|---|--|---|-------------|
| TOTAL | | | | | | 625.00 |
| Bill Pmt -Check | 05/08/2023 | 24104 | KUHN, BOB | Board Member Compensation | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/10/2023 | 04-10 Admin Mtg. | | 04/10/23 Administrative Meeting with GM | 6311 - Board Member Compensation | 125.00 |
| Bill | 04/13/2023 | 04-13 AP Meeting | | 04/13/23 Appropriative Pool Meeting | 6311 - Board Member Compensation | 125.00 |
| Bill | 04/18/2023 | 04-18 Admin Mtg. | | 04/18/23 Other: Budget Workshop #1 | 6311 - Board Member Compensation | 125.00 |
| Bill | 04/20/2023 | 04-20 AC Meeting | | 04/20/23 Advisory Committee Meeting | 6311 - Board Member Compensation | 125.00 |
| Bill | 04/24/2023 | 04-24 Admin Mtg. | | 04/24/23 Administrative Meeting with GM | 6311 - Board Member Compensation | 125.00 |
| Bill | 04/27/2023 | 04-27 Board Mtg. | | 04/27/23 Board Meeting | 6311 - Board Member Compensation | 125.00 |
| TOTAL | | | | | | 750.00 |
| Bill Pmt -Check | 05/08/2023 | 24105 | EASTVALE DEVELOPMENT CO. - PIERSON | Ag Pool and Board Member Compensation | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/01/2023 | 03-23 Board Meeting | | 03/23/23 Watermaster Board Meeting | 6311 - Board Member Compensation | 125.00 |
| Bill | 04/01/2023 | 03-03 Admin Mtg. | | 03/03/23 Board/Employee Recognition Day | 6311 - Board Member Compensation | 125.00 |
| Bill | 04/01/2023 | 03-06 Admin Mtg. | | 03/06/23 Board Officers Agenda Preview with GM | 6311 - Board Member Compensation | 125.00 |
| Bill | 04/01/2023 | 03-08 Prado Wkshp. | | 03/08/23 Prado Basin Habitat Workshop | 6311 - Board Member Compensation | 125.00 |
| Bill | 04/01/2023 | 03-20 Admin Mtg. | | 03/20/23 Board Officers Preview with GM | 6311 - Board Member Compensation | 125.00 |
| Bill | 04/01/2023 | 03-21 Budget Release | | 03/21/23 Budget Release Workshop | 6311 - Board Member Compensation | 125.00 |
| Bill | 04/01/2023 | 03-13 Admin Mtg. | | 03/13/23 Personnel Committee Meeting Update | 6311 - Board Member Compensation | 125.00 |
| Bill | 04/01/2023 | 03-07 Admin Mtg. | | 03/07/23 Conf. Call with CBWM Board Chairman | 6311 - Board Member Compensation | 125.00 |
| Bill | 04/01/2023 | 03-14 Admin Mtg. | | 03/14/23 Conf. Call with AG Pool Chairman/Legal | 8470 - Ag Meeting Attend -Special | 125.00 |
| Bill | 04/01/2023 | 03-21 Admin Mtg. | | 03/21/23 Conf. Call with AG Pool Chairman/Legal | 8470 - Ag Meeting Attend -Special | 125.00 |
| Bill | 04/01/2023 | 03-22 Admin Mtg. | | 03/22/23 Conf. Call with AG Pool Chairman/Legal | 8470 - Ag Meeting Attend -Special | 125.00 |
| Bill | 04/01/2023 | 03-30 Admin Mtg. | | 03/30/23 Conf. Call with AG Pool Chairman/Legal | 8470 - Ag Meeting Attend -Special | 125.00 |
| Bill | 04/01/2023 | 03-16 Admin Mtg. | | 03/16/23 Conf. Call with CBWM AG Pool Chairmar | 8470 - Ag Meeting Attend -Special | 125.00 |
| Bill | 04/01/2023 | 03-21 Admin Meeting | | 03/21/23 Conf. Call with CBWM AG Pool Chairmar | 8470 - Ag Meeting Attend -Special | 125.00 |
| Bill | 04/01/2023 | 03-29 Admin Mtg. | | 03/29/23 Conf. Call with CBWM AG Pool Chairmar | 8470 - Ag Meeting Attend -Special | 125.00 |
| Bill | 04/01/2023 | 03-03 Admin Meeting | | 03/03/23 Conference Call with AG Pool Legal | 8470 - Ag Meeting Attend -Special | 125.00 |
| Bill | 04/01/2023 | 03-07 Admin Meeting | | 03/07/23 Conference Call with AG Pool Legal | 8470 - Ag Meeting Attend -Special | 125.00 |
| Bill | 04/01/2023 | 03-09 AG Meeting | | 03/09/23 Agricultural Pool Meeting | 8470 - Ag Meeting Attend -Special | 125.00 |
| Bill | 04/01/2023 | 03-16 AC Meeting | | 03/16/23 Advisory Committee Meeting | 8470 - Ag Meeting Attend -Special | 125.00 |
| Bill | 04/01/2023 | 03-07 Conf. Call | | 03/07/23 Conf. Call with CBWM AG Pool Chairmar | 8470 - Ag Meeting Attend -Special | 125.00 |
| Bill | 04/01/2023 | 03-08 Conf. Call | | 03/08/23 Conf. Call with CBWM AG Pool Chairmar | 8470 - Ag Meeting Attend -Special | 125.00 |
| Bill | 04/01/2023 | 03-09 Conf. Call | | 03/09/23 Conf. Call with CBWM AG Pool Chairmar | 8470 - Ag Meeting Attend -Special | 125.00 |
| Bill | 04/01/2023 | 03-13 Conf. Call | | 03/13/23 Conference Call with AG Pool Legal | 8470 - Ag Meeting Attend -Special | 125.00 |
| Bill | 04/01/2023 | 03-13 Admin Call | | 03/13/23 Conf. Call with CBWM AG Pool Chairmar | 8470 - Ag Meeting Attend -Special | 125.00 |
| TOTAL | | | | | | 3,000.00 |
| Bill Pmt -Check | 05/08/2023 | 24106 | R&D PEST SERVICES | 341615 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/03/2023 | 341615 | | May 2023 - Treat office and annex for pest control | 6024 - Building Repair & Maintenance | 100.00 |

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
May 2023

Financial Report - B6
For Informational Purposes Only

| Type | Date | Num | Name | Memo | Account | Paid Amount |
|------------------------|-------------------|---------------------|--|--|---|-------------|
| TOTAL | | | | | | 100.00 |
| Bill Pmt -Check | 05/08/2023 | 24107 | RUBEN LLAMAS | Ag Pool Member Compensation | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/01/2023 | 03-09 AG Pool Mtg. | | 03/09/23 Agricultural Pool Meeting | 8470 - Ag Meeting Attend -Special | 125.00 |
| Bill | 04/01/2023 | 03-08 Prado Mtg. | | 03/08/23 Prado Basin Habitat Sustainability Meetin | 8470 - Ag Meeting Attend -Special | 125.00 |
| TOTAL | | | | | | 250.00 |
| Bill Pmt -Check | 05/08/2023 | 24108 | SPECTRUM BUSINESS | 8245 10 065 2031978 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/23/2023 | 2031978042323 | | 04/23/23 - 05/22/23 | 6053 - Internet Expense | 1,103.95 |
| TOTAL | | | | | | 1,103.95 |
| Bill Pmt -Check | 05/08/2023 | 24109 | STATE COMPENSATION INSURANCE FUND | 1000907874 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/01/2023 | 1000907874 | | Policy Term 2022 (04/26/2023 - 05/26/2023) | 60183 - Worker's Comp Insurance | 1,011.91 |
| TOTAL | | | | | | 1,011.91 |
| Bill Pmt -Check | 05/08/2023 | 24110 | UNION 76 | XXXX-XXXX-XXXX-5049 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/28/2023 | Account ending 5049 | | Vehicle Fuel - April 2023 | 6175 - Vehicle Fuel | 290.13 |
| TOTAL | | | | | | 290.13 |
| Bill Pmt -Check | 05/08/2023 | 24111 | VANGUARD CLEANING SYSTEMS | Invoices 121986 and 121407 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/30/2023 | 121986 | | Disinfection spraying 4/6, 4/13, 4/20, and 4/27 | 6024 - Building Repair & Maintenance | 440.00 |
| Bill | 05/01/2023 | 121407 | | Monthly cleaning service May (5/1/2023 - 5/31/202) | 6024 - Building Repair & Maintenance | 915.00 |
| TOTAL | | | | | | 1,355.00 |
| General Journal | 05/08/2023 | 05/08/2023 | HEALTH EQUITY | Health Equity Invoice 51487380 and CM153616 | 1012 - Bank of America Gen'l Ckg | |
| | | | HEALTH EQUITY | Health Equity Invoice 51487380 and CM153616 | 1012 - Bank of America Gen'l Ckg | 60.35 |
| TOTAL | | | | | | 60.35 |
| Bill Pmt -Check | 05/11/2023 | 24112 | CORELOGIC INFORMATION SOLUTIONS | 82174043 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/30/2023 | 82174043 | | April 2023 | 7525 - PE6&7 - Computer Services | 125.00 |
| TOTAL | | | | | | 125.00 |
| Bill Pmt -Check | 05/11/2023 | 24113 | EGOSCUE LAW GROUP, INC. | 13882 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/03/2023 | 13882 | | Ag Pool Legal Services - March 2023 | 8467 - Ag Legal & Technical Services | 42,539.16 |
| TOTAL | | | | | | 42,539.16 |
| Bill Pmt -Check | 05/11/2023 | 24114 | FAVELA QUINTERO, RUBY | Employee Expense Reimbursement | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/08/2023 | Reimbursement | | Misc. Office Supplies - Smart and Final | 6031.7 - Other Office Supplies | 31.65 |
| | | | | Misc. Office Supplies - Albertsons | 6031.7 - Other Office Supplies | 74.78 |

CHINO BASIN WATERMASTER
Cash Disbursements For The Month of
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| Type | Date | Num | Name | Memo | Account | Paid Amount |
|------------------------|-------------------|-------------------|--|--|---|-------------|
| | | | | Mileage Reimbursement | 6173 · Airfare/Mileage | 3.14 |
| TOTAL | | | | | | 109.57 |
| Bill Pmt -Check | 05/11/2023 | 24115 | TALENT ADVISERS, LLC | 1862 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/30/2023 | 1862 | | April HR Consulting Services | 6013 · Human Resources Services | 800.00 |
| TOTAL | | | | | | 800.00 |
| Bill Pmt -Check | 05/11/2023 | 24116 | ULTIMATE STAFFING SERVICES | Invoices 14337076 & 16000368 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/28/2023 | 14337076 | | Week ending 04/23/23 | 6017 · Temporary Services | 1,515.60 |
| Bill | 05/05/2023 | 16000368 | | Week ending 04/30/23 | 6017 · Temporary Services | 1,487.18 |
| TOTAL | | | | | | 3,002.78 |
| General Journal | 05/18/2023 | 05/18/2023 | Payroll and Taxes for 04/30/23-05/13/23 | Payroll and Taxes for 04/30/23-05/13/23 | 1012 · Bank of America Gen'l Ckg | |
| | | | ADP, LLC | Direct Deposits for 04/30/23-05/13/23 | 1012 · Bank of America Gen'l Ckg | 37,568.19 |
| | | | ADP, LLC | Payroll Taxes for 04/30/23-05/13/23 | 1012 · Bank of America Gen'l Ckg | 13,320.53 |
| | | | MISSIONSQUARE RETIREMENT | 457(b) EE Deductions for 04/30/23-05/13/23 | 1012 · Bank of America Gen'l Ckg | 6,102.46 |
| | | | MISSIONSQUARE RETIREMENT | 401(a) EE Deductions for 04/30/23-05/13/23 | 1012 · Bank of America Gen'l Ckg | 2,071.89 |
| TOTAL | | | | | | 59,063.07 |
| General Journal | 05/12/2023 | 05/12/203 | ADP, LLC | ADP Tax Service for 04/29/23-632717226 | 1012 · Bank of America Gen'l Ckg | |
| | | | ADP, LLC | ADP Tax Service for 04/15/23-632717226 | 1012 · Bank of America Gen'l Ckg | 164.52 |
| | | | ADP, LLC | ADP Tax Service for 04/29/23-632717226 | 1012 · Bank of America Gen'l Ckg | 164.52 |
| TOTAL | | | | | | 329.04 |
| Bill Pmt -Check | 05/16/2023 | 24117 | CALIFORNIA BANK & TRUST | XXXX-XXXX-XXXX-6198 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/28/2023 | Acct. ending 6198 | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 38.01 |
| | | | | Eide Bailly meeting lunch | 6312 · Meeting Expenses | 69.25 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 489.27 |
| | | | | Visio Plan 2 | 6054 · Computer Software | 15.00 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 16.53 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 28.89 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 146.39 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 104.06 |
| | | | | Misc. Office Supplies | 6031.1 · Copy Paper | 207.41 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 11.84 |
| | | | | Anna Graduation cake | 6031.7 · Other Office Supplies | 38.39 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 26.67 |
| | | | | Misc. Office Supplies - Bunn Carafe | 6031.7 · Other Office Supplies | 356.92 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 49.51 |
| | | | | Outdoor picnic area supplies | 6038 · Other Office Equipment | 4,749.00 |

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| Type | Date | Num | Name | Memo | Account | Paid Amount |
|------------------------|-------------------|---------------------|--|---|--|------------------|
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 11.77 |
| | | | | Misc. Office Supplies | 6031.7 · Other Office Supplies | 32.98 |
| | | | | AWA Conference Lunch - Nelson, Kavounas | 6312 · Meeting Expenses | 30.01 |
| | | | | Breakfast meeting - Skrzat, Parker, Kavounas | 6312 · Meeting Expenses | 66.22 |
| | | | | Breakfast meeting- Diggs, Berch. Kavounas | 6312 · Meeting Expenses | 41.24 |
| | | | | AWA Conference Hotel - Kavounas | 6191 · Conferences - General | 210.34 |
| | | | | Field Trip lunch mtg.- ETF, JN, AJ, DH, RFQ, AM, | 6141.3 · Admin Meetings | 134.61 |
| | | | | Lunch meeting- ETF, Russ, McDonnell, Hurst, Lin | 6141.3 · Admin Meetings | 93.92 |
| | | | | Admin Lunch Meeting- AN, RFQ, AM, KH | 6141.3 · Admin Meetings | 104.00 |
| | | | | Lunch Meeting - ETF, AN | 6141.3 · Admin Meetings | 59.00 |
| | | | | BambooHR Payroll system | 6061.2 · Bamboo HR Consultant | 449.39 |
| | | | | Purchase of clothes Board members and Staff | 6154 · Uniforms | 567.25 |
| | | | | AWA Conference Hotel - Nelson | 6191 · Conferences - General | 210.34 |
| | | | | AWA Conference- Ventura County | 6191 · Conferences - General | 259.00 |
| | | | | Office Blinds for Boardroom, Kitchen, Server Room | 6038 · Other Office Equipment | 2,614.68 |
| TOTAL | | | | | | 11,231.89 |
| Bill Pmt -Check | 05/18/2023 | ACH 051823 | PUBLIC EMPLOYEES' RETIREMENT SYSTEM | Payor #3493 | 1012 · Bank of America Gen'l Ckg | |
| General Journal | 05/13/2023 | 05/13/2023 | PUBLIC EMPLOYEES' RETIREMENT SYSTEM | CalPERS Retirement for 04/30/23-05/13/23 | 2000 · Accounts Payable | 10,153.42 |
| TOTAL | | | | | | 10,153.42 |
| Bill Pmt -Check | 05/18/2023 | 24118 | CUCAMONGA VALLEY WATER DISTRICT | Office Lease | 1012 · Bank of America Gen'l Ckg | |
| Bill | 05/17/2023 | 06-01 Lease Payment | | Lease payment due June 1, 2023 | 1422 · Prepaid Rent | 8,218.70 |
| TOTAL | | | | | | 8,218.70 |
| Bill Pmt -Check | 05/18/2023 | 24119 | DE BOOM, NATHAN | Ag Pool Member Compensation | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/13/2023 | 04-13 AG Meeting | | 04/13/23 Agricultural Pool meeting | 8470 · Ag Meeting Attend -Special | 125.00 |
| TOTAL | | | | | | 125.00 |
| Bill Pmt -Check | 05/18/2023 | 24120 | FRONTIER COMMUNICATIONS | 909-484-3890-050914-5 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 05/10/2023 | 90948438900509145 | | Office fax | 6022 · Telephone | 220.66 |
| TOTAL | | | | | | 220.66 |
| Bill Pmt -Check | 05/18/2023 | 24121 | GREAT AMERICA LEASING CORP. | 34060209 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 05/16/2023 | 34060209 | | Invoice for April 2023 | 6043.1 · Ricoh Lease Fee | 1,399.43 |
| | | | | Supply freight fee | 6043.2 · Ricoh Usage & Maintenance Fee | 10.72 |
| TOTAL | | | | | | 1,410.15 |
| Bill Pmt -Check | 05/18/2023 | 24122 | IN-SITU, INC. | 00161552 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 05/09/2023 | 00161552 | | Rugged TROLL Top of Well Connector | 7104.7 · Grdwtr Level-WM Staff-Cap Equip | 5,213.56 |

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| Type | Date | Num | Name | Memo | Account | Paid Amount |
|-----------------|------------|--------------------|----------------------------------|--------------------------------------|-----------------------------------|-------------|
| TOTAL | | | | | | 5,213.56 |
| Bill Pmt -Check | 05/18/2023 | 24123 | LEGAL SHIELD | 111802 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/15/2023 | 111802 | | Employee Deductions - May 2023 | 60194 - Other Employee Insurance | 203.25 |
| TOTAL | | | | | | 203.25 |
| Bill Pmt -Check | 05/18/2023 | 24124 | TELLEZ-FOSTER, EDGAR | ACWA Food Reimbursement | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/12/2023 | ACWA Reimbursement | | ACWA food reimbursement. | 6191 - Conferences - General | 25.00 |
| TOTAL | | | | | | 25.00 |
| Bill Pmt -Check | 05/18/2023 | 24125 | UNITED HEALTHCARE | 052583729799 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/13/2023 | 052583729799 | | Dental Insurance Premium - June 2023 | 60182.2 - Dental & Vision Ins | 944.74 |
| TOTAL | | | | | | 944.74 |
| Bill Pmt -Check | 05/18/2023 | 24126 | VERIZON WIRELESS | 470810953-00002 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/30/2023 | 9934101614 | | Apr 05 - May 04 | 6022 - Telephone | 388.09 |
| TOTAL | | | | | | 388.09 |
| Bill Pmt -Check | 05/18/2023 | 24127 | WESTERN MUNICIPAL WATER DISTRICT | Board Member Compensation | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/27/2023 | 04-27 Board Mtg. | | 04/27/23 Watermaster Board Meeting | 6311 - Board Member Compensation | 125.00 |
| TOTAL | | | | | | 125.00 |
| General Journal | 05/23/2023 | 05/23/2023 | HEALTH EQUITY | Health Equity Invoice 5189132 | 1012 - Bank of America Gen'l Ckg | |
| | | | HEALTH EQUITY | Health Equity Invoice 5189132 | 1012 - Bank of America Gen'l Ckg | 32.75 |
| TOTAL | | | | | | 32.75 |
| Bill Pmt -Check | 05/23/2023 | 24128 | ABC LOCKSMITHS* | i69177 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/19/2023 | i69177 | | Doors and locks | 6038 - Other Office Equipment | 2,226.12 |
| TOTAL | | | | | | 2,226.12 |
| Bill Pmt -Check | 05/23/2023 | 24129 | READY REFRESH | 0023230253 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/20/2023 | 23E0023230253 | | Office Water Bottle - May 2023 | 6031.7 - Other Office Supplies | 144.20 |
| TOTAL | | | | | | 144.20 |
| Bill Pmt -Check | 05/23/2023 | 24130 | STANDARD INSURANCE CO. | Policy # 00-649299-0009 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/19/2023 | 00 649299 0009 | | June 2023 | 60191 - Life & Disab.Ins Benefits | 992.03 |
| TOTAL | | | | | | 992.03 |
| Bill Pmt -Check | 05/23/2023 | 24131 | WAXIE SANITARY SUPPLY | 81708811 | 1012 - Bank of America Gen'l Ckg | |

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| Type | Date | Num | Name | Memo | Account | Paid Amount |
|------------------------|-------------------|---------------------|---|---|---|-------------|
| Bill | 05/12/2023 | 81708811 | | Air filters and paper towels | 6038 · Other Office Equipment | 1,042.80 |
| TOTAL | | | | | | 1,042.80 |
| Bill Pmt -Check | 05/24/2023 | 24132 | OFFICE & ERGONOMIC SOLUTIONS, INC. | Proposal # 3088 Deposit Final payment | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/19/2023 | Proposal #3088 | | Final payment for office chairs in Boardroom | 6038 · Other Office Equipment | 1,847.91 |
| TOTAL | | | | | | 1,847.91 |
| General Journal | 05/25/2023 | 05/25/2023 | HEALTH EQUITY | Health Equity Invoice 5085041 | 1012 · Bank of America Gen'l Ckg | |
| | | | HEALTH EQUITY | Health Equity Invoice 5085041 | 1012 · Bank of America Gen'l Ckg | 97.25 |
| TOTAL | | | | | | 97.25 |
| Bill Pmt -Check | 05/25/2023 | 24133 | FAVELA QUINTERO, RUBY | Employee Expense Reimbursement | 1012 · Bank of America Gen'l Ckg | |
| Bill | 05/25/2023 | Reimbursement | | HR Lunch - Anna Nelson and Anna Chavez | 6031.7 · Other Office Supplies | 24.57 |
| | | | | Misc. Office Supplies - A & R tire service | 6031.7 · Other Office Supplies | 25.00 |
| | | | | Misc. Office Supplies - Target ping pong balls | 6031.7 · Other Office Supplies | 10.31 |
| | | | | Misc. Office Supplies - Einstein Bagels | 6031.7 · Other Office Supplies | 18.49 |
| TOTAL | | | | | | 78.37 |
| Bill Pmt -Check | 05/25/2023 | 24134 | FRANK'S CATERING | 2983 | 1012 · Bank of America Gen'l Ckg | |
| Bill | 05/25/2023 | 2983 | | May 25, 2023 Stakeholders Bar B Q | 6312 · Meeting Expenses | 1,678.49 |
| TOTAL | | | | | | 1,678.49 |
| Bill Pmt -Check | 05/25/2023 | 24135 | EASTVALE DEVELOPMENT CO. - PIERSON | Ag Pool and Board Member Compensation | 1012 · Bank of America Gen'l Ckg | |
| Bill | 04/06/2023 | 04-06 Admin Meeting | | 04/06/23 Conf. call with Agricultural Pool Chairmar | 8470 · Ag Meeting Attend -Special | 125.00 |
| Bill | 04/10/2023 | 04-10 Admin Meeting | | 04/10/23 Admin. Meeting with GM-Agenda Review | 6311 · Board Member Compensation | 125.00 |
| Bill | 04/11/2023 | 04-11 Admin Meeting | | 04/11/23 Conf. call with Agricultural Pool Chairmar | 8470 · Ag Meeting Attend -Special | 125.00 |
| Bill | 04/12/2023 | 04-12 Admin Meeting | | 04/12/23 Conf. call with Agricultural Pool Chairmar | 8470 · Ag Meeting Attend -Special | 125.00 |
| Bill | 04/12/2023 | 04-12 Admin Mtg. | | 04/12/23 Conf. call with Agricultural Pool Legal | 8470 · Ag Meeting Attend -Special | 125.00 |
| Bill | 04/13/2023 | 04-13 AG Meeting | | 04/13/23 Agricultural Pool Meeting | 8470 · Ag Meeting Attend -Special | 125.00 |
| Bill | 04/13/2023 | 04-13 Admin Meeting | | 04/13/23 Conf. call w/Agricultural Pool Chairman/L | 8470 · Ag Meeting Attend -Special | 125.00 |
| Bill | 04/18/2023 | 04-18 FY Workshop | | 04/18/23 Fiscal Year 23/24 Budget Workshop | 8470 · Ag Meeting Attend -Special | 125.00 |
| Bill | 04/20/2023 | 04-20 AC Meeting | | 04/20/23 Advisory Committee Meeting | 8470 · Ag Meeting Attend -Special | 125.00 |
| Bill | 04/20/2023 | 04-20 RIPComm Mtg. | | 04/20/23 RIPComm Meeting | 8470 · Ag Meeting Attend -Special | 125.00 |
| Bill | 04/20/2023 | 04-20 Conf. Call | | 04/20/23 Conf. call with Agricultural Pool Chairmar | 8470 · Ag Meeting Attend -Special | 125.00 |
| Bill | 04/24/2023 | 04-24 Admin Meeting | | 04/24/23 Admin. Meeting with GM - Board Officers | 6311 · Board Member Compensation | 125.00 |
| Bill | 04/25/2023 | 04-25 FY Budget | | 04/25/23 Fiscal Year 23/24 Budget Workshop | 8470 · Ag Meeting Attend -Special | 125.00 |
| Bill | 04/27/2023 | 04-27 Conf. Call | | 04/27/23 Conf. call with Agricultural Pool Legal | 8470 · Ag Meeting Attend -Special | 125.00 |
| Bill | 04/27/2023 | 04-27 Board Meeting | | 04/27/23 Watermaster Board meeting | 6311 · Board Member Compensation | 125.00 |
| Bill | 04/29/2023 | 04-29 Conf. Call | | 04/29/23 Conf. call w/Agricultural Pool Chairman/L | 8470 · Ag Meeting Attend -Special | 125.00 |
| TOTAL | | | | | | 2,000.00 |

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| Type | Date | Num | Name | Memo | Account | Paid Amount |
|-----------------|------------|--------------------|---|---|--|-------------|
| Bill Pmt -Check | 05/25/2023 | 24136 | SPECTRUM BUSINESS | 8245 10 065 2031978 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/23/2023 | 2031978052323 | | 05/23/23 - 06/22/23 | 6053 - Internet Expense | 1,103.95 |
| TOTAL | | | | | | 1,103.95 |
| Bill Pmt -Check | 05/25/2023 | 24137 | TOM DODSON & ASSOCIATES | CB271 23-4 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/22/2023 | CB271 23-4 | | CB271 23-4 | 6908.1 - 2022 OBMP Update-Dodson & Assoc | 2,692.50 |
| TOTAL | | | | | | 2,692.50 |
| Bill Pmt -Check | 05/25/2023 | 24138 | VERIZON WIRELESS | 642073270-00002 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/12/2023 | 9934774021 | | Apr 13 - May 12 | 7525 - PE6&7 - Computer Services | 38.01 |
| TOTAL | | | | | | 38.01 |
| Bill Pmt -Check | 05/26/2023 | ACH 052623 | PUBLIC EMPLOYEES' RETIREMENT SYSTEM | 17155126 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/01/2023 | 17155126 | | Annual Unfunded Accrued Liability-Plan 3299 | 60180 - Employers PERS Expense | 10,361.75 |
| TOTAL | | | | | | 10,361.75 |
| General Journal | 05/31/2023 | 05/31/2023 | Payroll and Taxes for 05/14/23-05/27/23 | Payroll and Taxes for 05/14/23-05/27/23 | 1012 - Bank of America Gen'l Ckg | |
| | | | ADP, LLC | Direct Deposits for 05/14/23-05/27/23 | 1012 - Bank of America Gen'l Ckg | 36,394.77 |
| | | | ADP, LLC | Payroll Taxes for 05/14/23-05/27/23 | 1012 - Bank of America Gen'l Ckg | 12,900.01 |
| | | | MISSIONSQUARE RETIREMENT | 457(b) EE Deductions for 05/14/23-05/27/23 | 1012 - Bank of America Gen'l Ckg | 6,102.46 |
| | | | MISSIONSQUARE RETIREMENT | 401(a) EE Deductions for 05/14/23-05/27/23 | 1012 - Bank of America Gen'l Ckg | 2,071.89 |
| TOTAL | | | | | | 57,469.13 |
| Bill Pmt -Check | 05/31/2023 | 24139 | EGOSCUE LAW GROUP, INC. | 13920 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 04/30/2023 | 13920 | | Ag Pool Legal Services - April 2023. | 8467 - Ag Legal & Technical Services | 11,775.00 |
| TOTAL | | | | | | 11,775.00 |
| Bill Pmt -Check | 05/31/2023 | 24140 | GRAINGER | 9707817368 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/16/2023 | 9707817368 | | Miscellaneous water quality monitoring supplies | 7535 - PE6&7 - Supplies & Services | 228.30 |
| TOTAL | | | | | | 228.30 |
| Bill Pmt -Check | 05/31/2023 | 24141 | KAVOUNAS, PETER | ACWA Reimbursement | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/12/2023 | ACWA Reimbursement | | Mileage Reimbursement | 6173 - Airfare/Mileage | 235.80 |
| | | | | ACWA - Subway lunch (Includes ETF meal) | 6191 - Conferences - General | 22.00 |
| | | | | ACWA - Grabby Jim's Dinner | 6191 - Conferences - General | 65.00 |
| | | | | ACWA - Los Alamos Dinner (Includes ETF meal) | 6191 - Conferences - General | 35.00 |
| | | | | ACWA - Los Alamos Chevron misc. snacks | 6191 - Conferences - General | 13.75 |
| | | | | Mileage Reimbursement | 6173 - Airfare/Mileage | 235.80 |
| TOTAL | | | | | | 607.35 |

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| Type | Date | Num | Name | Memo | Account | Paid Amount |
|------------------------|-------------------|----------------------|-----------------------------------|--------------------------------------|---|--------------------------|
| Bill Pmt -Check | 05/31/2023 | 24142 | ULTIMATE STAFFING SERVICES | 16008687 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/26/2023 | 16008687 | | Kelli Hills Week ending 05/21/2023 | 6017 - Temporary Services | 1,364.04 |
| TOTAL | | | | | | <u>1,364.04</u> |
| Bill Pmt -Check | 05/31/2023 | 24143 | UNION 76 | XXXX-XXXX-XXXX-5049 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/28/2023 | Acct. ending in 5049 | | Vehicle Fuel - May 2023 | 6175 - Vehicle Fuel | 248.90 |
| TOTAL | | | | | | <u>248.90</u> |
| Bill Pmt -Check | 05/31/2023 | 24144 | VISION SERVICE PLAN | 817963957 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/19/2023 | 817963957 | | Vision Insurance Premium - June 2023 | 60182.2 - Dental & Vision Ins | 126.36 |
| TOTAL | | | | | | <u>126.36</u> |
| Bill Pmt -Check | 05/31/2023 | 24145 | ULTIMATE STAFFING SERVICES | 16003168 & 16005905 | 1012 - Bank of America Gen'l Ckg | |
| Bill | 05/12/2023 | 16003168 | | Kelli Hills Week ending 05/07/2023 | 6017 - Temporary Services | 1,515.60 |
| Bill | 05/19/2023 | 16005905 | | Kelli Hills Week ending 05/14/2023 | 6017 - Temporary Services | 1,515.60 |
| TOTAL | | | | | | <u>3,031.20</u> |
| | | | | | Total Disbursements: | <u><u>414,487.65</u></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 22, 2023

TO: Board Members

SUBJECT: Application: Recharge – Chino Basin Water Conservation District
(Consent Calendar Item I.C.)

SUMMARY:

Issue: On April 12, 2023 Chino Basin Water Conservation District submitted an application for recharge for up to 15,000 acre-feet from May 2023 until May 2028. [Within WM Duties and Powers]

Recommendation: Approve Chino Basin Water Conservation District's application for recharge and direct Watermaster staff to account for the same.

Financial Impact: None

Future Consideration

Watermaster Board – June 22, 2023: Approval

ACTIONS:

Appropriative Pool – May 16, 2023: Unanimously recommended Advisory Committee to recommend Watermaster Board approval
Non-Agricultural Pool – May 16, 2023: Unanimously recommended its representatives to support at Advisory and Watermaster Board subject to changes they deem appropriate

Agricultural Pool – May 16, 2023: Unanimously recommended Advisory Committee to recommend Watermaster Board approval
Advisory Committee – June 15, 2023: Unanimously recommended Board approval

Watermaster Board – June 22, 2023:

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

BACKGROUND

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

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

DISCUSSION

On April 12, 2023, Chino Basin Water Conservation District (CBWCD) submitted an application for recharge for up to 15,000 acre-feet from May 2023 through May 2028. The application states that the method of recharge will be surface spreading into the College Heights and Montclair Basins located along the San Antonio Channel. The amount recharged will be subject to evaporative losses. CBWCD intends to recharge this water and transfer the balance to either Monte Vista Water District or Cucamonga Valley Water District's supplemental storage accounts. CBWCD is currently in talks with MVWD and CVWD to accomplish this. Any transfer or storage of this water will be subject to a separate application.

West Yost completed an MPI analysis on May 4, 2023, declaring no negative impacts to the Basin from this proposed recharge event (see Attachment 2).

Once approved, CBWCD must complete Form 2b *Request to Recharge Supplemental Water by a Person to Watermaster* for each recharge event during the application's proposed period. During the recharge event, Watermaster will collect data to ensure the water is properly accounted for. Upon completion of the recharge event, CBWCD will be required to submit Form 2c *Report of Supplemental Water Recharge by a Person to Watermaster* for final review and accounting.

The item was presented to the three Pool Committees for advice and assistance on the May 16, 2023. The Appropriative and Overlying (Agricultural) Pools both unanimously recommended Advisory Committee to recommend to the Watermaster Board to adopt and file with the Court. The Overlying (Non-Agricultural) Pool unanimously recommended its representatives to support at Advisory committee and Watermaster Board meetings subject to changes they deem appropriate. The application was presented to the Advisory Committee on June 15, 2023 where it was unanimously recommended for Board approval.

ATTACHMENTS

1. Chino Basin Water Conservation District Recharge Application Dated, April 12, 2023
2. May 4, 2023 Letter from West Yost to Watermaster: "Analysis of Material Physical Injury for a Recharge Application submitted by Chino Basin Water Conservation District to the Chino Basin Watermaster on April 12, 2023"
3. Notice Forms

Form 2a - Application for Supplemental Water Recharge

| Applicant Information and Recharge Request | | | |
|--|----------------------------|--|---------------|
| Person | Elizabeth Skrzat | Date Requested | 04-12-2023 |
| Contact (individual) | 909-267-3220 | Date Approved | |
| Street Address | 4594 San Bernardino Street | Proposed Period of Time Covered by Recharge Application (mm/yyyy to mm/yyyy) | 05/23 - 05/28 |
| City | Montclair | | |
| State | CA | | |
| Zip Code | 91763 | Requested Total Amount of Recharge Over the Application Period (AF) | 15,000 AF |
| Telephone | 909-626-2711 | Approved Total Amount of Recharge Over the Application Period (AF) | |
| Fax | | | |
| Email | eskrzat@cbwcd.org | | |

| Source(s) of Supply (check box and provide supporting information) | |
|--|---|
| <input checked="" type="checkbox"/> | State Water Project |
| <input type="checkbox"/> | Colorado River Aqueduct |
| <input type="checkbox"/> | Local Supplemental (identify source and attach source water quality characterization including TDS and TN; use as many sheets as necessary) |
| <input type="checkbox"/> | Recycled Water (identify source and attach source water quality characterization including TDS and TN; use as many sheets as necessary) |
| <input type="checkbox"/> | Other (identify source and attach source water quality characterization including TDS and TN; use as many sheets as necessary) |

| Method of Recharge (check box and provide supporting information) | |
|---|--|
| <input checked="" type="checkbox"/> | Surface Spreading |
| | Recharge Basin Name(s) College Heights, Montclair 1, 2, 3 & 4 |
| | Expected Period of Recharge (mm/dd to mm/dd) at any time water is available |
| | Depth to Water in Recharge Area (ft-bgs) |
| | Water Quality in Recharge Area (attach characterization) |
| <input type="checkbox"/> | Injection |
| | Well Names and Locations (attach well completion report if not on file with the Watermaster) |
| | Expected Period of Recharge (mm/dd to mm/dd) |
| | Depth to Water in Recharge Area (ft-bgs) |
| | Water Quality in Recharge Area (attach characterization) |
| <input type="checkbox"/> | In-Lieu Exchange |
| | Treatment Plant and Turnout |
| | Share of Safe Yield (percent and AFY) |
| | Carryover Right, if Applicable (AF) |
| | Water in Storage (AF) |
| | Pumping Capacity (mgd or AFM) |
| | Expected Period of Recharge (mm/dd to mm/dd) |
| | Depth to Water in Area Impacted by In-Lieu Recharge (ft-bgs) |
| | Water Quality in Area Impacted by In-Lieu Recharge (attach characterization) |

Form 2a - Application for Supplemental Water Recharge

Material Physical Injury

Is the applicant aware of any potential material physical injury to a Party to the Judgment or the Basin that may be caused by the action covered by the Application? YES NO

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

BY: Elizabeth Skye 04/12/23
Applicant Date

To Be Completed by Watermaster

Is the Person a Party to the Judgment that has:

Previously contributed to the implementation of the OBMP? YES NO

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

(If answer to previous question is NO)

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

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

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

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

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

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

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

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

Recharge Agreement Number _____



23692 Birtcher Drive
Lake Forest CA 92630

949.420.3030 phone
530.756.5991 fax
westyost.com

May 4, 2023

Project No.: 941-80-22-03
SENT VIA: EMAIL

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

SUBJECT: Analysis of Material Physical Injury for a Recharge Application submitted by Chino Basin Water Conservation District to the Chino Basin Watermaster on April 12, 2023

Mr. Kavounas:

Pursuant to your direction, West Yost Associates, Inc. (West Yost) conducted a material physical injury (MPI) analysis on a Recharge Application submitted by the Chino Basin Water Conservation District (CBWCD) to the Chino Basin Watermaster on April 12, 2023 (hereafter, April 12, 2023 recharge application). This MPI analysis was completed pursuant to the Watermaster Rules and Regulations and the Peace Agreement.

Pursuant to the Peace Agreement (page 8), MPI is defined as:

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

Article 10 of the Watermaster Rules and Regulations (paragraph 10.10) requires that:

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

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

CBWCD APRIL 12, 2023 RECHARGE APPLICATION

The CBWCD proposes to recharge up to 15,000 acre-feet (af) over the five-year period from May 2023 to May 2028. The CBWCD proposes to recharge untreated imported water from the State Water Project (SWP) at the College Heights and Montclair Basins. The CBWCD will need to coordinate their proposed diversions for recharge with the Inland Empire Utilities Agency (IEUA) and Watermaster to ensure that their water is diverted as proposed, measured and accounted for, and its recharge activities do not interfere with other recharge operations and stormwater management.

West Yost evaluated for the following to determine the potential for MPI from the proposed recharge:

- Impacts to groundwater levels that could result in liquefaction, land subsidence, and/or increases in pump lifts at wells.
- Impacts to the balance of recharge and discharge in every area and subarea of the Chino Basin.
- Impacts to groundwater quality.

Potential Impacts to Groundwater Level

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

- *Liquefaction.* As of March 2023, the depth to groundwater at Well MWU-1 downstream of College Heights is about 76 feet below ground surface (ft-bgs). As of November 2022, depth to groundwater at wells near the Montclair Basins was over 400 ft-bgs. Provided that CBWCD conducts recharge such that groundwater levels remain below 50 ft-bgs,¹ there will be no threat of liquefaction due to the localized increases in groundwater levels.
- *Land subsidence.* Land subsidence due to changes in groundwater levels typically occurs with declining groundwater levels. Thus, there will be no threat of aquifer-system compaction and land subsidence due to the localized increases in groundwater levels caused by the recharge.
- *Pumping lifts.* Because of the temporary increases in groundwater levels, pumping lifts and pumping costs may be slightly reduced for wells in the vicinity of the recharge.

Balance of Recharge and Discharge in Every Area and Subarea

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

¹ Per the County of Riverside's 2003 Riverside County Integrated Project (RCIP) Environmental Impact Report (EIR), areas with depth to groundwater of greater than 50 feet are considered low risk for liquefaction.

Water Quality Impacts

The water source of the imported water in the CBWCD April 12, 2023 application is the SWP. West Yost obtained water quality data of the SWP water from its database for the period of 2018 to 2022. These data indicate no exceedances of primary California Title 22 maximum contaminant levels (MCLs).

Impacts to Receiving Water

The proposed recharge water is of equal or better quality than current groundwater in the area of recharge; hence, recharge of this water will likely improve the general water quality in the vicinity of the College Heights and Montclair Basins.

Watermaster recently conducted a groundwater modeling study to evaluate a 100,000 af storage and recovery program in the Chino Basin. The study concluded that the "displacements [of contaminant plumes due to the storage and recovery program] are negligible and are not potential MPI."² Based on these results and the location and magnitude of the proposed recharge, our professional opinion is that the proposed recharge will not change the direction and/or speed of movement of known contaminant plumes in the Chino Basin.

Basin Plan Compliance

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

Water quality data from 2018 to 2022 indicate that the TDS concentrations averaged 245 mg/l (ranging from 126 to 313 mg/l)³ and the nitrate concentration averaged 0.3 mg/l (ranging from 0.07 to 0.7 mg/l). The current ambient TDS and nitrate concentrations in the Chino-North GMZ⁴ (covering the 20-year period from 1999 to 2018) are 350 mg/l and 10.3 mg/l, respectively. Thus, the proposed recharge will not encroach on the current assimilative capacity or interfere with Watermaster and the IEUA's regulatory obligations.

CONCLUSION

Based on the information available at this time, our professional opinion is that there will be no MPI due to the CBWCD's proposed recharge as described in its April 12, 2023 recharge application.

² West Yost (2021). *Evaluation of the Local Storage Limitation Solution*. February 2021.

³ On June 19, 2019, the TDS concentration was reported as 720 mg/l. However, this TDS concentration appears to be an outlier and thus has been excluded from this analysis.

⁴ WSC. (2020). *Recomputation of Ambient Water Quality in the Santa Ana River Watershed for the Period 1999 to 2018*. Prepared for Santa Ana Watershed Project Authority – Basin Monitoring Program Task Force. July 8, 2020.

Mr. Peter Kavounas
May 4, 2023
Page 4

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

Sincerely,
WEST YOST

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

Carolina Sanchez, PE
Senior Engineer
RCE #85598

cc: Justin Nakano



CHINO BASIN WATERMASTER

NOTICE

OF

APPLICATION(S)

RECEIVED FOR

RECHARGE

Date of Notice:

May 5, 2023

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

APPLICATION FOR RECHARGE

The attached staff report will be included in the meeting package at the time the transfer begins the Watermaster process.

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **April 12, 2023**

Date of this notice: **May 05, 2023**

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

- Notice of Application for Recharge – On April 12, 2023 Chino Basin Water Conservation District submitted an application for recharge for up to 15,000 acre-feet from May 2023 until May 2028.

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

Appropriative Pool: May 16, 2023

Non-Agricultural Pool: May 16, 2023

Agricultural Pool: May 16, 2023

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

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 22, 2023

TO: Board Members

SUBJECT: Application: Local Storage Agreement – ONAP (Consent Calendar Item I.D.)

SUMMARY:

Issue: Consideration of an application for a Local Storage Agreement – 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 2022/23 (June 30, 2023). [Within WM Duties and Powers]

Recommendation: Approve the proposed agreements.

Financial Impact: None

Future Consideration

Watermaster Board – June 22, 2023: Approval.

ACTIONS:

Appropriative Pool – May 16, 2023: Unanimously recommended Advisory Committee to recommend Watermaster Board approval.

Non-Agricultural Pool – May 16, 2023: Unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem appropriate.

Agricultural Pool – May 16, 2023: Unanimously recommended Advisory Committee to recommend Watermaster Board approval.

Advisory Committee – June 15, 2023: Unanimously recommended Board to approve.

Watermaster Board – June 22, 2023:

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

On July 13, 2000 the Court approved the Peace Agreement, the Implementation Plan and the goals and objectives identified in the OBMP Phase I Report 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 application for Local Storage Agreements was electronically submitted to stakeholders on May 5, 2023:

- 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 2022/23 (June 30, 2023).

DISCUSSION

At its April 13, 2023 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, 2023” (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 16, 2023. 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 15, 2023, the Advisory Committee unanimously recommended the Watermaster Board to approve.

The quantities in Parties’ stored water accounts will be finalized at the time the 2023/24 Assessment Package is adopted (generally in November each year) and parties with increased balances as of the last approved Assessment Package will be required to execute a new storage agreement (Form 8).

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</u> for its members | <u>April 27, 2023</u> | _____ |
| Name of Party | Date Requested | Date Approved |
| <u>Various</u> | <u>For each member a quantity</u> | |
| Street Address | <u>equal to the surplus carryover of</u> | |
| <u>Various</u> | <u>such member as of midnight on</u> | |
| City | <u>CA</u> | <u>Various</u> |
| | State | Zip Code |
| | <u>the evening of June 30, 2023.</u> | |
| Telephone: <u>Various</u> | <u>See Attachment.</u> | |
| | Amount Requested | Amount Approved |

Facsimile: Various

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 13, 2023

TO BE COMPLETED BY WATERMASTER:

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: May 16, 2023

DATE OF APPROVAL FROM AGRICULTURAL POOL: May 16, 2023

DATE OF APPROVAL FROM APPROPRIATIVE POOL: May 16, 2023

HEARING DATE, IF ANY: N/A

DATE OF ADVISORY COMMITTEE APPROVAL: June 15, 2023

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, 2023.

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, 2023 is equal to or less than the carryover of such member for the year ended June 30, 2022.

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 5, 2023

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

**APPLICATION FOR LOCAL STORAGE
AGREEMENT**

The attached staff report will be included in the meeting package at the time the transfer begins the Watermaster process.

NOTICE OF APPLICATION(S) RECEIVED

Date of Application: **April 27, 2023**

Date of this notice: **May 5, 2023**

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

- Notice of Application for a Local Storage Agreement – Storage of Excess Carryover Water by members of the Overlying (Non-Agricultural) Pool in amounts to be determined as of the close of Fiscal Year 2022/23 (June 30, 2023).

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

Appropriative Pool: May 16, 2023

Non-Agricultural Pool: May 16, 2023

Agricultural Pool: May 16, 2023

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

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 22, 2023
TO: Board Members
SUBJECT: 2022 Annual Report of the Prado Basin Habitat Sustainability Committee
(Consent Calendar Item I.E.)

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 7th Annual Report for Water Year 2022. [Within WM Duties and Powers]

Recommendation: Receive and file.

Financial Impact: No impact.

Future Consideration

Watermaster Board – June 22, 2023: Receive and file.

ACTIONS:

Appropriative Pool – June 8, 2023: Unanimously recommended Advisory Committee to recommend the Watermaster Board to receive and file.

Non-Agricultural Pool – June 8, 2023: Unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem appropriate.

Agricultural Pool – June 8, 2023: Unanimously recommended Advisory Committee to recommend the Watermaster Board to receive and file.

Advisory Committee – June 15, 2023: Unanimously recommended to Watermaster Board to receive and file.

Watermaster Board – June 22, 2023:

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 Groundwater Management Zone (GMZ) 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 GMZ 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 Chino 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;*

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- *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) 2022 is the seventh 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, 2022, 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 2022 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 2022 was published and distributed on May 3, 2023. Watermaster and IEUA presented the draft report to members of the PBHSC at a meeting on May 10, 2023. 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 2022 are:

- Based on the analysis of NDVI time series, NDVI spatial change maps, and air photos, the quality (greenness) of the riparian habitat vegetation remained stable or increased across most of the Prado Basin from 2021 to 2022. Most of the observed increases were relatively minor and within the range of one-year changes observed historically. These increases occurred during a time of slightly wetter but below average precipitation, warmer temperatures, and lower stream discharge conditions for WY 2022. Areas of notable decreases in the riparian vegetation observed in variable large and small patches along the SAR and below the OCWD Wetlands are due to *Arundo* removal and continued *Arundo* regrowth management, or land use changes unrelated to groundwater levels.
- There is no trend in the degradation of the riparian habitat that is contemporaneous with declining 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 those predicted by the Chino Basin groundwater-flow model. At well PB-2 just to the north of Mill Creek, the model predicted a decline in groundwater levels of about three feet from 2018-2030; however, groundwater levels declined at PB-2 by about nine feet from 2018 to 2022. At PB-3 along the northern reach of the SAR, the model predicted a decline in groundwater levels of about one foot from 2018 to 2030; however, groundwater levels declined at PB-3 by about three feet from 2018 to 2022.
- These declines in groundwater levels are likely due to increased pumping at the Chino Desalter wells to the north. Groundwater production has increased in the study area by almost 10,000 afy since 2019, mainly due to increases in Chino Desalter pumping. In the northernmost reach of Mill Creek where groundwater levels have declined the most (south of PB-2) there is no observed decline in the greenness of the riparian vegetation. However, the depth to groundwater in the northernmost reach of Mill Creek where the groundwater levels are supporting the riparian vegetation is estimated at 15 to 22 feet below ground surface. If groundwater levels continue to decline in this area, it could result in adverse impacts to the riparian habitat.
- The analysis of the data collected from 2018 to 2022 for the pilot monitoring program along Chino Creek to better understand groundwater/surface-water interactions indicates that the high-frequency monitoring of specific conductance (EC) and temperature at PBHSP monitoring wells can reveal the source waters that recharge shallow groundwater. Additionally, the high-frequency monitoring of groundwater-level elevations, surface water stage, and thalweg elevations can also reveal the source waters that recharge shallow groundwater.
- The PBHSP monitoring and reporting should continue to monitor the extent and quality of the riparian habitat and the factors that can influence it as it has been conducted through WY 2022.
- The pilot monitoring program performed from 2018 to 2022 to monitor groundwater/surface water interactions near the riparian habit in Chino Creek can be discontinued and, in its place, use the high-frequency monitoring of groundwater elevation, EC, and temperature for each pair of PBHSP monitoring wells. These data will provide useful comparisons against the surface-water data for interpretation of groundwater/surface-water interactions and therefore its importance to the long-term sustainability of the riparian habitat.

The item was presented at all three Pool Committee meetings on June 8, 2023, and to the Advisory Committee on June 15, 2023 where it was unanimously recommended for the Board to receive and file.

ATTACHMENTS

1. 2022 Annual Report of the Prado Basin Habitat Sustainability Committee (click on this [link](#) to access the report)

CONSENT CALENDAR ITEM I.E.

2022 ANNUAL REPORT OF THE PRADO BASIN HABITAT SUSTAINABILITY COMMITTEE

Click on the link below to access the report:

https://www.cbwm.org/docs/engdocs/PBHSC/2022_PBHSC_AnnualReport_Final.pdf



CHINO BASIN WATERMASTER

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PETER KAVOUNAS, P.E.
General Manager

STAFF REPORT

DATE: June 22, 2023

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 administration 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 2023/24 budget (which includes account number 6052.2 in the amount of \$51,000) was approved by the Board on May 25, 2023. The contract expenses of \$51,000 have been funded within the FY 2023/24 budget.

Future Consideration

Watermaster Board – June 22, 2023: Approve and authorize the General Manager to execute the contract on behalf of Watermaster

ACTIONS:

Watermaster Board – June 22, 2023:

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 needed to maintain and develop the number of databases used at Watermaster. Watermaster utilizes specialized consultants when needed to fill in the operational gaps since Watermaster intentionally employs a small number of full-time employees. As a result, Watermaster uses Applied Computer Technologies for software development and database administration 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 received thoughtful services from 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 2023/24, Watermaster intends to enter another one-year professional services agreement with Applied Computer Technologies

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(Attachment 1). A formal contract for each fiscal year will memorialize the description of responsibilities, cost, and schedule, and 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, 2023 to June 30, 2024 are shown in the Scope of Work (Addendum A) - (Attachment 2). As reported above, the budget of \$51,000 for the estimated costs for the FY 2023/24 ongoing services have been included in the approved FY 2023/24 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”) and Applied Computer Technologies (“Consultant”), effective as of the 22nd day of June, 2023 (the “Effective Date”).

1. Term of Agreement. This Agreement will become effective as of the Effective Date. This Agreement will terminate on June 30, 2024 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 \$4,250.00 per month, for a total amount of \$51,000.00 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 that 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, each 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 threatens not to comply or fails to comply with any post-termination obligations and/or breaches or threatens to breach 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 or threatened 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; (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 (ix) 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 (as defined below). 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) (the "Penalty"), 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 necessary to perform the Services 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 Agreement 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, or from making other legally protected statements or disclosures.
- 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.
- l. Cooperation. During the Term and thereafter, Consultant and its agents will fully cooperate in the investigation by the Watermaster of any issues, and the defense of any claims by, against or otherwise involving the Watermaster that might arise that could involve Consultant and/or its agents or information within their knowledge, regardless of whether Consultant and/or its agents personally are named in the action, without additional compensation for such cooperation other than reimbursement of reasonable costs related to such cooperation. Consultant agrees to promptly advise 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; provided that Consultant's continuing obligations under the Consulting Services Agreement between Consultant and the Watermaster dated as of June 22, 2023 will continue in full force and effect. 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
417 296th Street East
Roy, Washington 98580
Email: appliedcomputertechnologiesllc@gmail.com

If to the 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, pdf, DocuSigned or emailed signature will have the same force and effect as an original signature.

ACKNOWLEDGED AND AGREED:

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

March 6, 2023

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 Fiscal Year 2023-2024

Dear Mr. Joswiak,

I am pleased to offer continuing software development and database administrator services for Chino Basin Watermaster for the 2023-2024 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 \$4,250 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

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 22, 2023

TO: Board Members

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

SUMMARY:

Issue: Watermaster seeks to enter into a contract with Rauch Communication Consultants, Inc. to aid in the creation of the 46th Annual Report (Fiscal Year 2022/23). 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 \$23,930 are funded within the FY 2023/24 budget under account number 6061.3, which was adopted by the Board on May 25, 2023.

Future Consideration

Watermaster Board – June 22, 2023: Approved and authorized the General Manager to execute the contract on behalf of Watermaster.

ACTIONS:

Watermaster Board – June 22, 2023:

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 partnered with 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

Since the 40th Annual Report, Watermaster has entered into a formal contract with RCC and plans to continue the practice as shown in the Consulting Services Agreement (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.

The cost and proposed scope of work for RCC's services for the 46th Annual Report has been reviewed by staff and is included as Attachment 2. All costs for the 46th Annual Report are included in the approved Fiscal Year 2023/24 budget.

ATTACHMENTS

1. Consulting Services Agreement
2. Proposed Cost and Scope and Details of Hours

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”), effective as of the 22nd day of June, 2023 (the “Effective Date”).

1. Term of Agreement. This Agreement will become effective as of the Effective Date. This Agreement will terminate on June 30, 2024 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 \$23,930.00 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 that 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, each 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 threatens not to comply or fails to comply with any post-termination obligations and/or breaches or threatens to breach 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 or threatened 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; (vii) failure or refusal of Consultant or its agents to submit to 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 (ix) 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 (as defined below). 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), (the "Penalty") 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 necessary to perform the Services and 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 Agreement 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, or from making other legally protected statements or disclosures.
- 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.
- l. Cooperation. During the Term and thereafter, Consultant and its agents will fully cooperate in the investigation by the Watermaster of any issues, and the defense of any claims by, against or otherwise involving the Watermaster that might arise that could involve Consultant and/or its agents or information within their knowledge, regardless of whether Consultant and/or its agents personally are named in the action, without additional compensation for such cooperation other than reimbursement of reasonable costs related to such cooperation. Consultant agrees to promptly advise 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; provided that Consultant's continuing obligations under the Consulting Services Agreement between Consultant and the Watermaster dated as of June 22, 2023 will continue in full force and effect. 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 the 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.

ACKNOWLEDGED AND AGREED:

Rauch Communication Consultants LLC

Chino Basin Watermaster

By: _____
Martin Rauch

By: _____
Peter Kavounas

Its: President

Its: General Manager

DRAFT

ADDENDUM A:
SCOPE OF WORK

Martin Rauch and such other individuals as may be designated from time to time (“Service Providers”) with the approval of 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.]

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



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: April 24, 2023 **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 the development of the 46th Annual Report. It includes a detailed description of the work, as well as the 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 the 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 the client in MSWord until we have a solid draft and, then develop an initial version in the design software to establish what fits, the photo needs, the colors, and the 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 final version of each appendix from the 45th Annual Report, which includes all approved edits and

formatting. These files 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 with login and editing capabilities at the beginning of the program.

Later 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 for time and materials.

GRAPHIC DESIGN AND LAYOUT

10. Complete turn-key graphic design and layout. This includes the development of cover options, color and design themes, photo placement, 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 \$23,930.

COST ESTIMATE DETAILS

| 46th Annual Report Proposal | Senior Consultant | Graphic Design | Writing, Research | Admin. + Production | Subtotal |
|---|-------------------|----------------|-------------------|---------------------|-----------------|
| | \$225 | \$105 | \$80 | \$85 | |
| Hours | 7 | 0 | 6 | 0 | 13 |
| Step 1. Research and coordination | \$1,575 | \$0 | \$480 | \$0 | \$2,055 |
| Hours | 44 | 0 | 22 | 1 | 67 |
| Step 2. Outline, write, edit, proof document | \$9,900 | \$0 | \$1,760 | \$85 | \$11,745 |
| Hours | 6 | 33 | 0 | 2 | 41 |
| Step 3. Graphic design, select and choose photos, frame appendices | \$1,350 | \$3,465 | \$0 | \$170 | \$4,985 |
| Hours | 3 | 30 | 8 | 8 | 49 |
| Step 4. Review, comment and insert appendices with consistent formatting | \$675 | \$3,150 | \$640 | \$680 | \$5,145 |
| TOTAL | \$13,500 | \$6,615 | \$2,880 | \$935 | \$23,930 |

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 \$225 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 \$80 to \$85 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

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 22, 2023

TO: Board Members

SUBJECT: Fiscal Year 2023/24 Proposed Pay Schedule and Amendment to Mission Square 401(a) Qualified Retirement Plan ID 107757 Effective July 1, 2023 (Consent Calendar I.H.)

SUMMARY:

Issue: A Pay Schedule for Fiscal Year 2023/24 and Resolution 2023-04 to amend Mission Square 401(a) Plan ID 107757 needs to be adopted. [Normal Course of Business]

Recommendation: Adopt the Fiscal Year 2023/24 Pay Schedule and Resolution 2023-04 as presented.

Financial Impact: The salaries in the recommended Pay Schedule for the twelve budgeted Watermaster positions are included in the FY 2023/24 Watermaster Budget of \$9,813,827. The Approved FY 2023/24 budget was adopted by the Watermaster Board on May 25, 2023.

Future Consideration
Watermaster Board – June 22, 2023: Adoption

ACTIONS:
Watermaster Board – June 22, 2023:

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 23, 2022, the Watermaster Board approved the FY 2022/23 Pay Schedule, and it became effective on July 1, 2022. On August 25, 2022, a Revised Pay Schedule for FY 2022/23 was approved by the Watermaster Board and effective on September 1, 2022. No other changes to the Revised FY 2022/23 Pay Schedule have been approved by the Watermaster Board since. The Revised FY 2022/23 Pay Schedule is posted on the Watermaster website and is accessible at this [link](#).

DISCUSSION

For FY 2023/24, the amount budgeted for salaries showed approximately a 7% salary increase to keep up with the Consumer Price Index (CPI) data received earlier in the year; the total salary budget for FY 2023/24 was \$1,801,007 as presented by the Watermaster CFO in May 2023. The salary budget was developed with twelve (12) full-time employees and currently Watermaster employs eleven (11) full-time employees. The labor budget for FY 2023/24 does not include every position on the Pay Schedule, only those that are currently or projected to be filled in the upcoming fiscal year.

Personnel Committee meetings were held on February 27, 2023, and March 13, 2023, to discuss among others, the labor market, CPI data, organizational-wide efforts, and the recommendations for the Watermaster FY 2023/24 salaries and benefits. As a result, a 2% cost-of-living adjustment is shown in the attached proposed FY 2023/24 Pay Schedule (Attachment 1) for the Board's consideration and adoption.

Additionally, to attract and retain a pool of specialized employees, the Personnel Committee also supported a match to employee's Mission Square 401(a) Qualified Retirement Plan ID 107757 of up to 4%. The net effect of the 2% salaries increases and the *up to* 4% 401(a) match results in a net amount lower than the originally budgeted 7% salaries increase. If approved, the Board will need to adopt Resolution 2023-04 (Attachment 2).

Once adopted, the recommended FY 2023/24 Pay Schedule will supersede the previously adopted Revised FY 2022/23 Pay Schedule and will become effective on July 1, 2023. Staff will make the FY 2023/24 Pay Schedule publicly available by posting it to the Watermaster website. Similarly, Resolution 2023-04, once adopted, will also be posted on Watermaster's website.

ATTACHMENTS:

1. FY 2023/24 Proposed Pay Schedule – Effective July 1, 2023
2. Resolution 2023-04 Amending and Restating the 401(a) Mission Square Retirement Plan No. 107757

| CHINO BASIN WATERMASTER | | PROPOSED - FISCAL YEAR 2023/24 | | | | | | | | Effective Date: July 1, 2023 | | | | | | |
|--|------|--------------------------------|---------|---------|---------|---------|----------|----------|-------------|------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| PAY SCHEDULE | | | | | | | | | | Approved by Board: | | | | | | |
| POSITION | TYPE | | | | | | | | | LOW | MONTHLY | | | | | HIGH |
| | | | | | | | | | | | MEDIAN | | | | | |
| General Manager | 1 | | | | | | | | | \$21,470.80 | \$22,543.73 | \$23,670.40 | \$24,854.27 | \$26,097.07 | \$27,402.27 | \$28,771.60 |
| Chief Financial Officer | 1 | | | | | | | | | \$13,747.07 | \$14,435.20 | \$15,156.27 | \$15,913.73 | \$16,709.33 | \$17,544.80 | \$18,421.87 |
| | | 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 | \$78.77 | \$82.71 | \$86.85 | \$91.19 | \$95.75 | \$100.54 | \$105.57 | \$13,653.47 | \$14,336.40 | \$15,054.00 | \$15,806.27 | \$16,596.67 | \$17,426.93 | \$18,298.80 | |
| Director of Administration | 2 | \$75.52 | \$79.30 | \$83.27 | \$87.43 | \$91.80 | \$96.39 | \$101.21 | \$13,090.13 | \$13,745.33 | \$14,433.47 | \$15,154.53 | \$15,912.00 | \$16,707.60 | \$17,543.07 | |
| Sr. Environmental Engineer | 2 | \$59.40 | \$62.37 | \$65.49 | \$68.76 | \$72.20 | \$75.81 | \$79.60 | \$10,296.00 | \$10,810.80 | \$11,351.60 | \$11,918.40 | \$12,514.67 | \$13,140.40 | \$13,797.33 | |
| Water Resources Technical Manager | 3 | \$60.02 | \$63.02 | \$66.17 | \$69.48 | \$72.95 | \$76.60 | \$80.43 | \$10,403.47 | \$10,923.47 | \$11,469.47 | \$12,043.20 | \$12,644.67 | \$13,277.33 | \$13,941.20 | |
| Data Services and Judgment Reporting Manager | 3 | \$60.02 | \$63.02 | \$66.17 | \$69.48 | \$72.95 | \$76.60 | \$80.43 | \$10,403.47 | \$10,923.47 | \$11,469.47 | \$12,043.20 | \$12,644.67 | \$13,277.33 | \$13,941.20 | |
| Water Resources Sr. Associate | 3 | \$46.17 | \$48.48 | \$50.90 | \$53.45 | \$56.12 | \$58.93 | \$61.88 | \$8,002.80 | \$8,403.20 | \$8,822.67 | \$9,264.67 | \$9,727.47 | \$10,214.53 | \$10,725.87 | |
| Water Resources Associate | 3 | \$34.89 | \$36.63 | \$38.46 | \$40.38 | \$42.40 | \$44.52 | \$46.75 | \$6,047.60 | \$6,349.20 | \$6,666.40 | \$6,999.20 | \$7,349.33 | \$7,716.80 | \$8,103.33 | |
| Sr. Field Operations Specialist | 3 | \$32.28 | \$33.89 | \$35.58 | \$37.36 | \$39.23 | \$41.19 | \$43.25 | \$5,595.20 | \$5,874.27 | \$6,167.20 | \$6,475.73 | \$6,799.87 | \$7,139.60 | \$7,496.67 | |
| Field Operations Specialist | 3 | \$27.99 | \$29.39 | \$30.86 | \$32.40 | \$34.02 | \$35.72 | \$37.51 | \$4,851.60 | \$5,094.27 | \$5,349.07 | \$5,616.00 | \$5,896.80 | \$6,191.47 | \$6,501.73 | |
| Executive Services Director | 3 | \$58.36 | \$61.28 | \$64.34 | \$67.56 | \$70.94 | \$74.49 | \$78.21 | \$10,115.73 | \$10,621.87 | \$11,152.27 | \$11,710.40 | \$12,296.27 | \$12,911.60 | \$13,556.40 | |
| Sr. Accountant | 3 | \$46.17 | \$48.48 | \$50.90 | \$53.45 | \$56.12 | \$58.93 | \$61.88 | \$8,002.80 | \$8,403.20 | \$8,822.67 | \$9,264.67 | \$9,727.47 | \$10,214.53 | \$10,725.87 | |
| Executive Assistant II - Board Clerk | 3 | \$40.87 | \$42.91 | \$45.06 | \$47.31 | \$49.68 | \$52.16 | \$54.77 | \$7,084.13 | \$7,437.73 | \$7,810.40 | \$8,200.40 | \$8,611.20 | \$9,041.07 | \$9,493.47 | |
| Executive Assistant I - Board Clerk | 3 | \$32.02 | \$33.62 | \$35.30 | \$37.07 | \$38.92 | \$40.87 | \$42.91 | \$5,550.13 | \$5,827.47 | \$6,118.67 | \$6,425.47 | \$6,746.13 | \$7,084.13 | \$7,437.73 | |
| Sr. Administrative Analyst | 3 | \$37.36 | \$39.23 | \$41.19 | \$43.25 | \$45.41 | \$47.68 | \$50.06 | \$6,475.73 | \$6,799.87 | \$7,139.60 | \$7,496.67 | \$7,871.07 | \$8,264.53 | \$8,677.07 | |
| Administrative Analyst | 3 | \$31.13 | \$32.69 | \$34.32 | \$36.04 | \$37.84 | \$39.73 | \$41.72 | \$5,395.87 | \$5,666.27 | \$5,948.80 | \$6,246.93 | \$6,558.93 | \$6,886.53 | \$7,231.47 | |
| Accountant | 3 | \$31.13 | \$32.69 | \$34.32 | \$36.04 | \$37.84 | \$39.73 | \$41.72 | \$5,395.87 | \$5,666.27 | \$5,948.80 | \$6,246.93 | \$6,558.93 | \$6,886.53 | \$7,231.47 | |
| Administrative Assistant | 3 | \$27.88 | \$29.27 | \$30.73 | \$32.27 | \$33.88 | \$35.57 | \$37.35 | \$4,832.53 | \$5,073.47 | \$5,326.53 | \$5,593.47 | \$5,872.53 | \$6,165.47 | \$6,474.00 | |
| Office Specialist/Receptionist | 3 | \$23.25 | \$24.41 | \$25.63 | \$26.91 | \$28.26 | \$29.67 | \$31.15 | \$4,030.00 | \$4,231.07 | \$4,442.53 | \$4,664.40 | \$4,898.40 | \$5,142.80 | \$5,399.33 | |
| Classifications: | | | | | | | | | | | | | | | | |
| Type 1: Exempt - Executive Management | | | | | | | | | | | | | | | | |
| Type 2: Exempt - Mid-Management/Supervisor | | | | | | | | | | | | | | | | |
| Type 3: Non-Exempt (Operations) | | | | | | | | | | | | | | | | |
| Type 3: Non-Exempt (Administration) | | | | | | | | | | | | | | | | |

RESOLUTION 2023-04

**RESOLUTION OF THE CHINO BASIN WATERMASTER,
SAN BERNARDINO COUNTY, CALIFORNIA,
AMENDING THE QUALIFIED 401(a) MISSION SQUARE RETIREMENT
(FORMERLY ICMA-RC) PLAN NO. 107757**

Plan Number: 107757

Name of Employer: Chino Basin Watermaster

State: California

Title of Program Coordinator: Human Resources Officer

WHEREAS, the Employer previously has established a qualified retirement plan (the "Plan") for its eligible employees to serve the interest of the Employer by enabling it to provide reasonable retirement security for its eligible employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Plan is composed of the Mission Square Retirement (formerly ICMA-RC) Plan No. 107757, originally established on May 23, 2013, and restated and adopted on October 22, 2015 and

WHEREAS, the Employer has the authority to amend the Plan pursuant to the terms of the Mission Square Retirement Plan Documents; and

WHEREAS, the Employer has determined that the continuance of the Plan's qualified status will serve these objectives;

WHEREAS, the Employer elects amend the Plan to include a matching of each participant's contributions and

NOW, THEREFORE, BE IT RESOLVED, that, effective as of the date hereof, the Employer hereby amends and restates the Plan (as defined above) as follows: The Employer will begin matching employee contributions effective July 1, 2023 and will provide a letter of intent and a vesting schedule to Mission Square Retirement for the same; and

BE IT FURTHER RESOLVED, that the assets of the Plan shall continue to be held in trust, with the Employer serving as trustee ("Trustee"), for the exclusive benefit of Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose. The Trustee's beneficial ownership of Plan assets held shall be held for the further exclusive benefit of the Plan participants and their beneficiaries; and

BE IT FURTHER RESOLVED, that the Employer hereby agrees to continue to serve as Trustee under the Plan; and

BE IT FURTHER RESOLVED, that each of the officers of the Employer is hereby authorized to take all actions appropriate and desirable to implement the amendment and restatement of the Plan including but not limited to reviewing and revising the adoption agreement related to the Plan restatement in order to ensure that the adoption agreement reflects the current provisions of the Plan and administrative practice; signing the adoption agreement and other related Plan documents; and communicating the terms of the Plan restatement to participants and third party service providers; and

BE IT FURTHER RESOLVED, the appropriate officers of the Employer be and each of them hereby are authorized and directed to take any action and execute any documents necessary or appropriate to effectuate the foregoing resolutions.

ADOPTED by the Watermaster Board on this 22nd day of June 2023.

By: _____
Chair, Watermaster Board

APPROVED:

Chair, Advisory Committee

ATTEST:

Board Secretary/Treasurer
Chino Basin Watermaster

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN BERNARDINO)

I, _____, Secretary of the Chino Basin Watermaster, DO HEREBY CERTIFY that the foregoing Resolution being No. 2023-04, was adopted at a regular meeting of the Chino Basin Watermaster Board on June 22, 2023 by the following vote:

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

CHINO BASIN WATERMASTER

Watermaster Secretary



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 22, 2023

TO: Board Members

SUBJECT: Task Order No. 7 Under Master Agreement for Collaborative Projects: Chino Creek Reach 1B Monitoring Program (Business Item II.A.)

SUMMARY:

Issue: Chino Creek Reach 1B is considered for listing as an impaired body of water under the Clean Water Act section 303(d). A monitoring plan is necessary to gather data and collaborate with regulators towards delisting. [Advisory Committee Approval Required]

Recommendation: Approve Task Order No. 7 as presented and authorize the General Manager to execute the agreement on behalf of Watermaster.

Financial Impact: This expense has been included in the FY 2023/24 budget.

Future Consideration

Watermaster Board: June 22, 2023: Approve and authorize the GM to execute

ACTIONS:

Appropriative Pool: June 8, 2023: Unanimously recommended Advisory Committee approval

Non-Agricultural Pool: June 8, 2023: Unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem appropriate.

Agricultural Pool: June 8, 2023: Unanimously recommended Advisory Committee approval

Advisory Committee: June 15, 2023: Unanimously approved

Watermaster Board: June 22, 2023:

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

Pursuant to the Federal Clean Water Act (CWA) Section 303(d) and 303(b), the Santa Ana Regional Water Quality Control Board (Regional Board) is required to periodically assess the water quality of the water bodies in the Santa Ana Watershed and publish a list of surface waters that do not meet the water quality standards for beneficial uses and objectives defined in the Santa Ana River Basin Plan (Basin Plan). The Regional Board worked with the State Water Resources Control Board (State Board) to publish the Draft 2024 California Integrated Report (2024 Integrated Report) on February 16, 2023, pursuant to the CWA. There are two major components of the Integrated Report, including the 305(b) condition report and the 303(d) list of impaired waters. Any surface waters or reaches with water quality that exceeds a protective water quality standard are placed on the 303(d) list of impaired waters, which initiates the development of a Total Maximum Daily Load (TMDL) for the pollutants causing the impairment. Not all listings result in the requirement for a TMDL; there are paths to enable the water quality impairment to be managed through other regulatory water quality management programs if it can be demonstrated that the program achieves the same outcome that is intended with a TMDL program. Once a water body is listed as a 303(d) impaired reach, it remains on the 303(d) list until a TMDL (or other program) is adopted and demonstrated that the water quality standards have been attained or are otherwise sufficiently managed in a manner comparable to a TMDL.

Chino Creek Reach 1B is newly listed as a 303(d) impaired water body in the 2024 Integrated Report. Specifically, Chino Creek Reach 1B is listed as impaired for total dissolved solids (TDS) sulfate, chloride, hardness, total inorganic nitrogen (TIN), and sodium based on the 7-day average concentration for each analyte. Chino Creek Reach 1B is within the Chino Basin and receives discharges from IEUA's RP-5 and CCWRF plants. The listing could impact the IEUA NPDES discharge permits as well as Chino Basin Maximum Benefit SNMP compliance.

The Regional Board staff believe that Chino Creek Reach 1B could be de-listed or managed through means other than a complex TMDL program. Developing and making such a demonstration will require collecting and analyzing multiple years of monitoring data. In February 2023, the Regional Board staff informed Watermaster and the IEUA that agency support would be greatly beneficial to ensure timely development and implementation of a plan to delist Chino Creek Reach 1B. Watermaster and the IEUA have proposed to develop and implement a multi-year surface water monitoring program for Chino Creek to collect the requisite surface water quality samples and flow measurements to support a 303(d)-delisting process. The objective of this project is to develop and implement the Chino Creek surface water monitoring program, in collaboration with the Regional Board staff, over the period of fiscal year (FY) 2023/24 through FY 2026/27.

DISCUSSION

West Yost (Watermaster's Engineer) will serve as the consultant to develop and implement a monitoring plan for the Chino Creek Reach 1B with oversight and input from IEUA and Watermaster. This effort will include developing plans to gather water quality data for different constituents, analyze and interpret the data, and collaborate with regulators towards delisting the reach. All work is expected to be completed in a timely manner and will meet the proposed schedule subject to any unforeseen circumstances.

Task Order No. 7 (Attachment 1) represents the agreement between Watermaster and IEUA to cooperate and share the cost of the effort on a 50-50 basis. West Yost has proposed the scope of work which is estimated to cost \$380,000 (Attachment 2), of which Watermaster's portion is \$190,000 and will be spread over four years as detailed in Attachment 1.

The item was presented to the three Pool Committees on June 8, 2023 where it was unanimously recommended for Advisory Committee approval. This item was also presented to the Advisory Committee on June 15, 2023 and was unanimously approved.

ATTACHMENTS

1. Task Order No. 7 Under Master Agreement for Collaborative Projects: Chino Creek Reach 1B Monitoring Plan
2. [Exhibit A] West Yost Scope of Work for the Development and Implementation of a Surface Water Monitoring and Reporting Program for Chino Creek.

MASTER AGREEMENT BETWEEN

**CHINO BASIN WATERMASTER AND INLAND EMPIRE UTILITIES AGENCY
REGARDING THE MANAGEMENT OF COLLABORATIVE PROJECTS**

TASK ORDER NO. 7
CHINO CREEK REACH 1B MONITORING PLAN

This Task Order is made and entered into as of the ____ day of June, 2023 by and between the Chino Basin Watermaster, hereinafter referred to as "Watermaster" and the Inland Empire Utilities Agency, hereinafter referred to as "IEUA" (each a "Party" and collectively, the "Parties").

In consideration of the mutual promises, covenants, and conditions as addressed in the Master Agreement between Chino Basin Watermaster and Inland Empire Utilities Agency Regarding Management of Collaborative Projects dated September 28, 2017 ("Master Agreement") and as specifically hereinafter set forth, the Parties do hereby agree as follows:

1. **PURPOSE**

The purpose of this Task Order is to govern the development and implementation of the Chino Creek reach 1B monitoring program. IEUA and Watermaster were informed that the Chino Creek reach 1B will be considered for listing as an impaired body of water under the Clean Water Act section 303 (d) for a series of constituents, including TDS.

The purpose of the monitoring program is to gather data and collaborate with regulators towards delisting the reach.

In communication between IEUA and Watermaster, it was recommended that the services of Watermaster's engineer, West Yost Associates ("West Yost"), be retained to develop and implement the program. For the benefit of IEUA and Watermaster, Watermaster will contract the services of West Yost to provide the services described in Section 2, below.

2. **SCOPE**

West Yost will serve as the consultant to develop and implement a monitoring plan for the Chino Creek 1B with oversight and input from IEUA and Watermaster. This effort will include developing plans to gather water quality data for different constituents, analyze and interpret the data, and collaborate with regulators towards delisting the reach. All work will be completed in a timely manner and will meet the proposed schedule within reasonable circumstances. The request for proposal and planned scope of work encompassed by this Task Order is attached hereto as **Exhibit A**.

3. **IEUA RESPONSIBILITIES**

IEUA agrees it and its employees and consultants will cooperate with Watermaster and its contractors in the performance of services under this Task Order and will provide any necessary documentation and information in IEUA's possession. IEUA will also reimburse Watermaster for services described in Section 4.

4. WATERMASTER RESPONSIBILITIES

Watermaster agrees to provide project management and contract administration services that include, but are not limited to:

- Engagement and management of consulting services as needed;
- Coordination and communication with the project team;
- Provide access to associated available information; and,
- Payment of consultant invoices.

5. TOTAL BUDGET AND COST ALLOCATION

Unless the scope of work is changed, and an increase is authorized by the Parties, the total projected cost for the activities to be undertaken pursuant to this Task Order is three hundred eighty thousand dollars (\$380,000) ("Budget"), which includes the estimated expenses of three hundred thirty thousand dollars (\$330,000) plus approximately 15% contingency. The Parties agree that the Budget is shared equally, as shown in the table below. The Parties shall budget, pursuant to their own budget mechanism, such that each is able to expend the amounts shown in the Fiscal Years shown in the table below, or as amended to this Task Order. The Parties agree to manage their respective budgets in a manner that allows the project to be completed in a timely manner and in coordination with the Regional Board.

| Entity | Fiscal Year [2023/24] | Fiscal Year [2024/25] | Fiscal Year [2025/26] | Fiscal Year [2026/27] | Total |
|--------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------|
| Watermaster | \$80,000 | \$25,000 | \$25,000 | \$60,000 | \$190,000 |
| IEUA | \$80,000 | \$25,000 | \$25,000 | \$60,000 | \$190,000 |
| Total | \$160,000 | \$50,000 | \$50,000 | \$120,000 | \$380,000 |

6. TOTAL BUDGETED COST

The Parties agree to pay their respective portion of the total costs. The Parties shall not be required to pay more than \$380,000 ("Total Budgeted Cost"), or as amended to this Task Order.

7. MAXIMUM COSTS TO WATERMASTER

The costs to be required of Watermaster under this Agreement shall not exceed its share of the Total Budgeted Cost, as shown in Section 5 above, or \$190,000.

8. MAXIMUM COSTS TO IEUA

The costs to be required of IEUA under this Agreement shall not exceed its share of the Total Budgeted Cost, as shown in Section 5 above, or \$190,000.

9. TERM

Work to be undertaken pursuant to this Task Order shall be initiated upon the Effective Date, as described in Section 11, below. The terms of this Task Order shall remain effective until Watermaster's receipt of IEUA's share of costs expended, so that IEUA may close out the activities.

10. REIMBURSEMENT

IEUA's reimbursement of Watermaster for work performed under this Task Order shall be as provided in Article 3 of the September 2017 Master Agreement.

11. EFFECTIVE DATE

This Task Order No. 7 will become effective upon execution by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year and at the place first above written.

CHINO BASIN WATERMASTER

By _____
PETER KAVOUNAS
General Manager

INLAND EMPIRE UTILITIES AGENCY

By _____
SHIVAJI DESHMUKH, P.E.
General Manager

DRAFT

West Yost Scope of Work for the Development and Implementation of a Surface Water Monitoring and Reporting Program for Chino Creek***Fiscal Year 2023/24 through 2026/27*****Introduction**

Pursuant to the Federal Clean Water Act (CWA) Section 303(d) and 303(b), the Santa Ana Regional Water Quality Control Board (Santa Ana Board) is required to periodically assess the water quality of the water bodies in the Santa Ana Watershed and publish a list of surface waters that do not meet the water quality standards for beneficial uses and objectives defined in the Santa Ana River Basin Plan (Basin Plan). The Santa Ana Board worked with the State Water Resources Control Board (State Board) to publish the Draft 2024 California Integrated Report (2024 Integrated Report) on February 16, 2023, pursuant to the CWA. There are two major components of the Integrated Report, including the 305(b) condition report and the 303(d) list of impaired waters. Any surface waters or reaches with water quality that exceeds a protective water quality standard are placed on the 303(d) List of impaired waters, which initiates the development of a Total Maximum Daily Load (TMDL) for the pollutants causing the impairment. Not all listings result in the requirement for a TMDL, there are paths to enable the water quality impairment to be managed through other regulatory water quality management programs if it can be demonstrated that the program achieves the same outcome that is intended with a TMDL program. Once a water body is listed as a 303(d) impaired reach, it remains on the 303(d) list until a TMDL (or other program) is adopted and it is demonstrated that the water quality standards have been attained or are otherwise sufficiently managed in a manner comparable to a TMDL.

Chino Creek Reach 1B is newly listed as a 303(d) impaired water body in the 2024 Integrated Report. Specifically, Chino Creek Reach 1B is listed as impaired for total dissolved solids (TDS) sulfate, chloride, hardness, total inorganic nitrogen (TIN), and sodium based on the 7-day average concentration for each analyte. Chino Creek Reach 1B is within the Chino Basin and receives discharges from IEUA's RP-5 and CCWRF plants. The listing could impact the IEUA NPDES discharge permits as well as Chino Basin Maximum Benefit SNMP compliance.

Santa Ana Water Board staff believe that Chino Creek 1B could be de-listed or managed through means other than a complex TMDL program. Developing and making such a demonstration will require collecting and analyzing multiple years of monitoring data. In February 2023, the Santa Ana Water Board staff informed Watermaster and the IEUA that agency support would be greatly beneficial to ensure timely development and implementation of a plan to delist Chino Creek 1B. Watermaster and the IEUA have proposed to develop and implement a multi-year surface water monitoring program for Chino Creek to collect the requisite surface water quality samples and flow measurements to support a 303(d)-delisting process. The objective of this project is to develop and implement the Chino Creek surface water monitoring program, in collaboration with the Santa Ana Water Board staff, over the period of fiscal year (FY) 2023/24 through FY 2026/27.

Scope of Work

West Yost will develop and implement the surface water monitoring program for Chino Creek. The scope of work for each year of the project is summarized below.

- Year 1 – FY 23/24
 - Perform necessary research (i.e., delisting requirements, Quality Assurance Project Plan [QAPP], existing monitoring on Chino Creek, etc.) to develop an effective surface water monitoring work plan.
 - Perform field reconnaissance to assess sampling locations on Chino Creek
 - Recommend monitoring and data collection efforts to the Santa Ana Water Board
 - Prepare the Surface Water Monitoring and Reporting Work Plan, including the requisite QAPP
 - Present work to the SAWPA Basin Monitoring Program Task Force (BMPTF)
 - As-needed regulatory compliance support, which will be provided by a legal/policy subconsultant
 - Project management
- Year 2 – FY 24/25
 - Implement the Surface Water Monitoring and Reporting Program (Implementation Year 1)
 - Provide as-requested updates to the Santa Ana Water Board or BMPTF
 - Project management
- Year 3 – FY 25/26
 - Implement the Surface Water Monitoring and Reporting Program (Implementation Year 2)
 - Provide as-requested updates to the Santa Ana Water Board or BMPTF
 - Project management
- Year 4 – FY 26/27
 - Implement the Surface Water Monitoring and Reporting Program (Implementation Year 3)
 - Perform detailed analysis of monitoring data
 - Provide as-requested updates to the Santa Ana Water Board or BMPTF
 - Project management

Project Deliverables

The following summarizes the deliverables for each year of the project:

- Year 1 – FY 2023/24
 - PPT presentations presented to the Regional Board,
 - PPT presentation to the BMPTF
 - Draft and final Surface Water Monitoring Work Plan, including the requisite QAPP

- Years 2 through 3 – FY 2024/25 to FY 2025/26
 - Three annual technical memorandums which summarize the monitoring program in Chino Creek and transmit the monitoring data collected during the reporting period
 - One draft and final technical memorandum documenting analysis of monitoring results from the monitoring program.

Project Budget

The total estimated cost for the development and implementation of the Surface Water Monitoring and Reporting Program from FY 2023/24 through FY 2026/27 is \$330,000. Table 1 below summarizes the estimated annual costs for the project.

| | FY 23/24 | FY 24/25 | FY 25/26 | FY 26/27 | Grand Total |
|--------------|-----------------|-----------------|-----------------|-----------------|--------------------|
| Total | \$139,642 | \$41,000 | \$42,000 | \$107,358 | \$330,000 |

Project Schedule

West Yost will initiate work on the project in July 2023. The project is estimated to be completed in FY 2026/27, pending review and input from the Santa Ana Water Board staff.



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 22, 2023

TO: Board Members

SUBJECT: Amendment Number 3 to Amended and Restated Employment Agreement, General Manager (Business Item II.B.)

SUMMARY

Issue: At its May 25, 2023 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 3 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 2023/24 budget.

Future Consideration:

Watermaster Board – June 22, 2023: Approval

ACTIONS:

Watermaster Board – June 22, 2023:

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 (Attachment 2) and by a June 23, 2022 Amendment Number 2 (Attachment 3) and may be modified from time to time by agreement among the General Manager and the Watermaster Board.

DISCUSSION

At its May 25, 2023 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 3 to the Amended and Restated Employment Agreement, General Manager (Attachment 4), 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. Amendment Number 2 to Amended and Restated Employment Agreement, General Manager
4. Amendment Number 3 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.

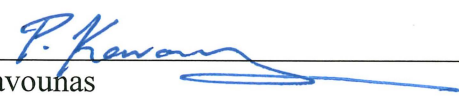
- e. **Controlling Law; Venue:** This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, with venue proper only in San Bernardino County, State of California.
- f. **Entire Agreement and Amendment:** In conjunction with the matters considered herein,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

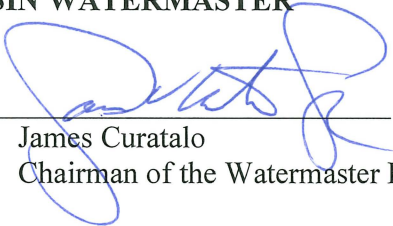
1. Section 2 of the Agreement is hereby amended in its entirety to read as follows:
 2. **Term of Employment**: The term of employment pursuant to this Agreement will commence on July 1, 2020, and will continue thereafter until June 30, 2026, unless earlier terminated pursuant to Section 9 below (the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

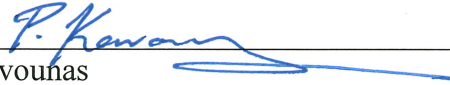
- e. **Controlling Law; Venue:** This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, with venue proper only in San Bernardino County, State of California.
- f. **Entire Agreement and Amendment:** In conjunction with the matters considered herein, 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 1, 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:

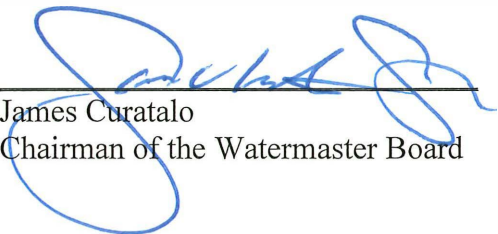
- a. Executive understands and agrees that he is solely responsible for any and all taxes due as a result of any compensation, including the Retention Bonus and Severance Compensation, provided hereunder. The Watermaster has provided no tax advice to Executive in connection with this Agreement and/or 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: 
James Curatalo
Chairman of the Watermaster Board

Date: JUNE 23, 2022

EXECUTIVE


Peter Kavounas

Date: JUNE 23, 2022

**AMENDMENT NUMBER 3
TO
AMENDED AND RESTATED EMPLOYMENT AGREEMENT
GENERAL MANAGER**

THIS AMENDMENT NUMBER 3 (“this Amendment”) is effective as of June __, 2023, by and between Chino Basin Watermaster (“Watermaster”) and Peter Kavounas (“Executive”). Capitalized terms used in this Amendment, but not defined herein, shall have the meanings given to them in the Agreement (as defined below).

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 Amendment Number 1 and Amendment Number 2 (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 4 of the Agreement is hereby amended in its entirety to read as follows:
 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. The Watermaster’s regular operating hours may vary between (i) five (5) days/forty (40) hours per week and (ii) nine (9) days/eighty (80) hours per biweekly period, and Executive’s normal hours of work may vary in accordance with that schedule.
2. The third sentence of Section 5.e. of the Agreement is hereby amended to read as follows:

Pursuant to the Watermaster’s employee policy, Executive will be provided with two (2) days per year of floating holiday time, provided that the number of hours to which these two (2) days equate will be dependent on Executive’s regular work schedule.

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

j. Retention Bonus:

- (i) 2023 Retention Bonus. If (a) Executive remains continuously employed in good standing with Watermaster through June 30, 2023 (the “2023 Accrual Date”) and (b) this Agreement has not terminated prior to the 2023 Accrual Date, Executive shall earn a retention bonus in the amount of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) (“2023 Retention Bonus”) on the 2023 Accrual Date. The 2023 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 22, 2024 or (y) the date of Executive’s termination from employment. Under no circumstances will the 2023 Retention Bonus be prorated prior to the 2023 Accrual Date; Executive must be employed in good standing through the 2023 Accrual Date to earn all or any portion of the 2023 Retention Bonus.

- (ii) 2026 Retention Bonus. If (a) Executive remains continuously employed as a full-time employee in good standing with Watermaster through June 30, 2026 (the “2026 Accrual Date”) and (b) this Agreement has not terminated prior to the 2026 Accrual Date, Executive shall earn a retention bonus in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) (the “2026 Retention Bonus”) on the 2026 Accrual Date. The 2026 Retention Bonus will be a single lump sum cash payment, less applicable deductions and withholdings, and will be paid to Executive, as determined in the sole discretion of Watermaster, on June 30, 2026 or as soon as administratively practicable thereafter, but in no event later the last day of the period ending on the later of (1) the 15th day of the third month following the end of the first calendar year in which the right to the payment was no longer subject to a substantial risk of forfeiture or (2) the 15th day of the third month following the end of the Watermaster’s first taxable year in which the right to the payment was no longer subject to a substantial risk of forfeiture. Except as provided in the next paragraph, under no circumstances will any prorated amount of the 2026 Retention Bonus be payable prior to the 2026 Accrual Date; Executive must be employed full-time in good standing through the 2026 Accrual Date to earn all of the 2026 Retention Bonus.

Notwithstanding the foregoing provisions of this Subsection 5.j(ii), if Executive has an Involuntary Severance from Employment prior to the 2026 Accrual Date, Executive will receive a single lump sum cash payment, less applicable deductions and withholdings, in a prorated amount of the 2026 Retention Bonus based on the number of full calendar months of employment beginning on July 1, 2023, and ending on the date of

Executive's Involuntary Severance from Employment. This prorated amount will be paid to Executive, as determined in the sole discretion of Watermaster, on June 30, 2026 or as soon as administratively practicable thereafter, but in no event later the last day of the period ending on the later of (1) the 15th day of the third month following the end of the first calendar year in which the right to the payment was no longer subject to a substantial risk of forfeiture or (2) the 15th day of the third month following the end of the Watermaster's first taxable year in which the right to the payment was no longer subject to a substantial risk of forfeiture. For purposes of this paragraph, "Involuntary Severance from Employment" means Executive's severance from employment without Cause with Watermaster (and the termination of this Agreement) due to the independent exercise of Watermaster's unilateral authority to terminate Executive's employment, other than due to Executive's implicit or explicit request, if Executive was willing and able to continue performing services for Watermaster.

4. Section 12.a. of the Agreement is hereby amended in its 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 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"), and any Treasury Regulations and other interpretive guidance issued thereunder (collectively, "Section 409A"), and Section 457(f) of the Code and any Treasury Regulations and other interpretive guidance issued thereunder (collectively "Section 457(f)"). In no event shall the Watermaster be liable for any tax, interest, income inclusion, penalty, or other liability arising from or relating to any liability or obligation imposed upon Executive under the Code or any damages of Executive or any other individual arising from or relating to any failure to comply with any applicable requirements of the Code, including but not limited to 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. The payment by Watermaster of any compensation or the provision of any benefit under this Agreement that is subject to the requirements of Section 409A and/or Section 457(f) shall not be substituted, accelerated, or deferred in a manner that would violate applicable requirements of Section 409A and/or Section 457(f).
5. Except as amended above, each and every of the Agreement, as it previously may have been amended, shall remain in full force and effect without change or modification.

- 6. 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 3 as of the latest date set forth below.

CHINO BASIN WATERMASTER

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

EXECUTIVE

_____ Date: _____
Peter Kavounas