

CHINO BASIN WATERMASTER



NOTICE OF MEETING

Thursday, June 27, 2024

11:00 a.m. – Watermaster Board Meeting

**CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING**

11:00 a.m. – June 27, 2024

Mr. James Curatalo, Chair

Mr. Jeff Pierson, Vice-Chair

At The Offices Of

Chino Basin Watermaster

9641 San Bernardino Road

Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

FLAG SALUTE

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:

Minutes of the Watermaster Board Meeting held May 23, 2024 *(Page 1)*

B. FINANCIAL REPORTS

Receive and file as presented:

Monthly Financial Report for the Period Ended April 30, 2024 *(Page 7)*

C. APPLICATION: LOCAL STORAGE AGREEMENT – ONAP

Approve the proposed agreements. *(Page 25)*

D. 2023 ANNUAL REPORT OF THE PRADO BASIN HABITAT SUSTAINABILITY PROGRAM

Recommend to receive and file. *(Page 33)*

E. 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 38)*

F. 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 60)

II. BUSINESS ITEMS

A. WEST YOST ASSOCIATES, INC. CONTRACT

Approve and authorize the General Manager to execute the contract on behalf of Watermaster subject to non-substantive changes. (Page 86)

B. FISCAL YEAR 2024/25 PROPOSED PAY SCHEDULE

Approve the Fiscal Year 2024/25 Pay Schedule as presented. (Page 136)

III. REPORTS/UPDATES

A. WATERMASTER LEGAL COUNSEL

1. May 31, 2024 Court Hearing (Watermaster 46th Annual Report; Semi-Annual OBMP Status Report 2023-2)
2. Court of Appeal Consolidated Cases No. E080457 and E082127 (City of Ontario appeal re 2021- 22 and 2022-23 Assessment Packages)
3. Court of Appeal Case No. E080533 (Cities of Chino, Ontario appeal re 2022-23 Watermaster budget expenses to support CEQA analysis)
4. Kaiser Permanente Lawsuit

B. ENGINEER

1. Chino Creek Monitoring Program
2. 2023 Prado Basin Habitat Sustainability Program Annual Report
3. Data Collection and Evaluation (Presentation)

C. GENERAL MANAGER

1. June 20, 2024 Letter to City of Upland Planning Commission RE Claremont McKenna College Campus Sports Bowl Project
2. July Meeting Schedule
3. June 26, 2024 Board Tour
4. Other

IV. INFORMATION

A. RECHARGE INVESTIGATIONS AND PROJECTS COMMITTEE (RIPCOMM) (Page 140)

V. BOARD MEMBER COMMENTS

VI. OTHER BUSINESS

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

A Confidential Session may be held during the Advisory Committee meeting for the purpose of discussion and possible action.

VIII. FUTURE MEETINGS AT WATERMASTER

06/25/24	Tue	9:00 a.m.	2025 Safe Yield Reevaluation – Scenario Design #3
06/27/24	Thu	9:30 a.m.	Watermaster Orientation*
06/27/24	Thu	11:00 a.m.	Watermaster Board
07/18/24	Thu	9:30 a.m.	Recharge Investigations and Projects Committee (RIPComm)
08/08/24	Thu	9:00 a.m.	Appropriative Pool Committee
08/08/24	Thu	11:00 a.m.	Non-Agricultural Pool Committee
08/08/24	Thu	1:30 p.m.	Agricultural Pool Committee
08/15/24	Thu	9:00 a.m.	Advisory Committee
08/22/24	Thu	9:30 a.m.	Watermaster Orientation
08/22/24	Thu	11:00 a.m.	Watermaster Board

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

NOTE: Watermaster will be dark in July 2024 and can assist with any special meetings as requested.
All regularly scheduled meetings will resume in August 2024.

ADJOURNMENT

DRAFT MINUTES
CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING

May 23, 2024

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 23, 2024.

WATERMASTER BOARD MEMBERS PRESENT AT WATERMASTER

James Curatalo, Chair	Cucamonga Valley Water District
Jeff Pierson, Vice Chair	Agricultural Pool – Crops
Brian Geye for Bob Bowcock	Non-Agricultural Pool – CA Speedway Corp.
Scott Burton	City of Ontario
Steve Elie	Inland Empire Utilities Agency
Mike Gardner	Western Water
Bob Kuhn	Three Valleys Municipal Water District
Jimmy Medrano	Agricultural Pool – State of CA
Bill Velto	City of Upland

WATERMASTER STAFF PRESENT

Todd Corbin	General Manager
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.
Daniela Uriarte	Senior Accountant
Alexandria Moore	Executive Assistant I/Board Clerk
Alonso Jurado	Water Resources Associate
Ruby Favela Quintero	Administrative Assistant
Jordan Garcia	Senior Field Operations Specialist
Erik Vides	Field Operations Specialist

WATERMASTER CONSULTANTS PRESENT AT WATERMASTER

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

OTHERS PRESENT AT WATERMASTER

Gino Filippi	Agricultural Pool – Crops
Bob Feenstra	Agricultural Pool – Dairy
Tariq Awan	Agricultural Pool – State of CA
Lewis Callahan	Agricultural Pool – State of CA
Dave Crosley	City of Chino
Ron Craig	City of Chino Hills
Nicole deMoet	City of Upland
Norberto Ferreira	City of Upland
John Bosler	Cucamonga Valley Water District
Jimmie Moffatt	Cucamonga Valley Water District
Joel Ignacio	Inland Empire Utilities Agency
John Russ	Inland Empire Utilities Agency
Bryan Smith	Jurupa Community Services District
Jesse Pompa	Jurupa Community Services District
Alyssa Coronado	Santa Ana River Water Company
Laura Roughton	Western Water

OTHERS PRESENT ON ZOOM

Carol Boyd	Agricultural Pool – State of CA
Diana Frederick	Agricultural Pool – State of CA
Marylin Levin	Agricultural Pool – State of CA
Eduardo Espinoza	Cucamonga Valley Water District
Mark Gibboney	Cucamonga Valley Water District
Carmen Varian	Cucamonga Valley Water District
Derek Hoffman	Fennemore Law
Megan Sims	Fontana Water Company
Christiana Daisy	Inland Empire Utilities Agency
Eddie Lin	Inland Empire Utilities Agency
Manny Martinez	Monte Vista Water District
Jay McRae	PSMJ Resources, Inc.
David De Jesus	Three Valleys Municipal Water District
Craig Miller	Western Water
Mallory O’Conner	Western Water
Richard Rees	WSP USA

CALL TO ORDER

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

FLAG SALUTE

Chair Curatalo led the Board in the flag salute.

ROLL CALL

(00:00:52) 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:
Minutes of the Watermaster Board Meeting held April 25, 2024

B. FINANCIAL REPORTS

Receive and file as presented:
Monthly Financial Report for the Period Ended March 31, 2024

C. APPLICATION FOR RECHARGE – FONTANA WATER COMPANY (MAR)

Approve Fontana Water Company’s Application for Recharge and direct Watermaster staff to account for this supplemental water recharge in Fontana Water Company’s existing Local Supplemental account.

(00:02:30)

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. THIRD AMENDMENT TO TASK ORDER NO. 9 UNDER THE MASTER AGREEMENT FOR COLLABORATIVE RECHARGE PROJECTS (PROJECT 23A)

Approve of the Third Amendment to Task Order No.9 to increase the total budgeted cost as presented.

(00:03:17) Mr. Corbin prefaced the item and invited Mr. Tellez Foster and Mr. Ignacio of IEUA to give a presentation. A discussion ensued.

(00:05:15)

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

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

B. WATERMASTER FISCAL YEAR 2024/25 APPROVED BUDGET

Adopt the Watermaster Fiscal Year 2024/25 Approved Budget as presented.

(00:06:20) Mr. Corbin prefaced the item and invited Ms. Uriarte to give a presentation. A discussion ensued.

(00:14:31)

Motion by Mr. Steve Elie, seconded by Mr. Mike Gardner, and passed unanimously by roll call vote as attached to these minutes.

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

C. PSMJ STUDY OF ENGINEERING SERVICES BILLING RATES (INFORMATION ONLY)

(00:16:15) Mr. Corbin prefaced the item and introduced Mr. Tellez Foster and Mr. McRae (PSMJ consultant) to give a presentation. A discussion ensued.

III. REPORTS/UPDATES

A. WATERMASTER LEGAL COUNSEL

1. May 31, 2024 Court Hearing (Watermaster 46th Annual Report; Semi-Annual OBMP Status Report 2023-2)
2. Court of Appeal Case No. E079052 (City of Chino, MVIC, MVWD, City of Ontario appeal re OAP Expenses and Attorney Fees)
3. Court of Appeal Consolidated Cases No. E080457 and E082127 (City of Ontario appeal re 2021- 22 and 2022-23 Assessment Packages)
4. Court of Appeal Case No. E080533 (Cities of Chino, Ontario appeal re 2022-23 Watermaster budget expenses to support CEQA analysis)
5. Kaiser Permanente Lawsuit

(00:49:31) Mr. Herrema gave a report.

B. ENGINEER

1. 2025 Safe Yield Reevaluation
2. Data Collection and Evaluation

(00:52:36) Mr. Rapp gave a report.

C. GENERAL MANAGER

1. June 26, 2024 Board Tour (Interest List)
2. Chino Basin Day
3. Other

(00:55:36) Mr. Corbin gave a report on item 1, seeking interest from stakeholders who would like to participate in a Chino Basin Tour tentatively scheduled for June 26, 2024. On item 2, he reported that IEUA will be hosting Chino Basin Day this year and that this meeting is an ongoing collaboration between Watermaster, IEUA, Regional Board, CDA, and West Yost and serves to update the Regional Board on Chino Basin matters while allowing the continued regional partnership. He also reported that Watermaster had vandalism to the mailbox and repairs are underway. A discussion ensued.

IV. BOARD MEMBER COMMENTS

None

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 11:59 a.m. to discuss the following:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Initiation of litigation: one case

Confidential session concluded at 12:25 p.m. with no reportable action.

ADJOURNMENT

Chair Curatalo adjourned the Watermaster Board meeting at 12:25 p.m.

Secretary: _____

Approved: _____

Attachments:

1. 20240523 Roll Call Vote Outcome on Business Item II.A.
2. 20240523 Roll Call Vote Outcome on Business Item II.B.

May 23, 2024 Watermaster Board Special Meeting Roll Call Vote Outcome

Member	Alternate	Business Item II.A.
Burton, Scott		Yes
Brian Geye for Bowcock, Bob		Yes
Steve Elie		Yes
Gardner, Mike		Yes
Kuhn, Bob		Yes
Medrano, Jimmy		Yes
Velto, Bill		Yes
Pierson, Jeff, Vice-Chair		Yes
Curatalo, James, Chair		Yes
	OUTCOME:	Passed Unanimously

May 23, 2024 Watermaster Board Special Meeting Roll Call Vote Outcome

Member	Alternate	Business Item II.B.
Burton, Scott		Yes
Brian Geye for Bowcock, Bob		Yes
Steve Elie		Yes
Gardner, Mike		Yes
Kuhn, Bob		Yes
Medrano, Jimmy		Yes
Velto, Bill		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 www.cbwm.org

TODD M. CORBIN
General Manager

STAFF REPORT

DATE: June 2024
TO: Watermaster Committees & Board
SUBJECT: Monthly Financial Reports (For the Reporting Period Ended April 30, 2024) (Consent Calendar Item I.B.)

SUMMARY

Issue: Record of Monthly Financial Reports for the reporting period ended April 30, 2024) [Normal Course of Business]

Recommendation: Receive and file Monthly Financials Reports for the reporting period ended April 30, 2024) as presented.

Financial Impact: None.

Future Consideration

Watermaster Board – June 27, 2024: Receive and File

ACTIONS:

Appropriative Pool – June 13, 2024: Received and Filed
Non-Agricultural Pool – June 13, 2024: Received and Filed
Agricultural Pool – June 13, 2024: Received and Filed
Advisory Committee – June 20, 2024: Received and Filed
Watermaster Board – June 27, 2024:

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 reporting packet is provided to keep all members apprised of Watermaster revenues, expenditures, and other financial activity. Monthly reports include the following:

1. Cash Disbursements – Summarized report of all payments made during the reporting month.
2. Credit Card Expense Detail – Detail report of all credit card activity during the reporting month.
3. Combining Schedule of Revenues, Expenses & Changes in Net Assets – Detail report of all revenue and expense activity for the fiscal YTD, summarized by pool category.
4. Treasurer’s Report – Summary of Watermaster investments holdings and anticipated earnings as of month end.
5. Budget to Actual Report – Detail report of actual revenue and expense activity, shown for reporting month and YTD, comparatively to the adopted budget.
6. Monthly Variance Report & Supplemental Schedules – Supporting schedule providing explanation for major budget variances. Also provides several additional tables detailing pool fund balance, salaries expense, legal expense, and engineering expense.

DISCUSSION

Detailed explanation of major variances and other additional information can be found on the “Monthly Variance Report & Supplemental Schedules.”

Watermaster staff is happy to provide additional explanation or respond to any questions on these reports.

ATTACHMENTS

1. Monthly Financial Reports (April 30, 2024)



**Chino Basin Watermaster
Cash Disbursements
April 2024**

Date	Number	Vendor Name	Description	Amount
04/01/2024	24721	INLAND EMPIRE UTILITIES AGENCY	FY 23/24 Q4 Groundwater Recharge O&M	\$ (305,920.69)
04/01/2024	24722	RAUCH COMMUNICATION CONSULTANTS, INC.	Annual report services	(18,430.00)
04/01/2024	24723	WEST YOST	February engineering services	(235,842.62)
04/08/2024	ACH4/8/24	CALPERS	April Medical Insurance Premiums	(14,962.43)
04/10/2024	24724	APPLIED COMPUTER TECHNOLOGIES	March database consulting services	(4,250.00)
04/10/2024	24725	BOWCOCK, ROBERT		(750.00)
04/10/2024	24726	BURRTEC WASTE INDUSTRIES, INC.	Utilities: Waste	(160.73)
04/10/2024	24728	CHEF DAVE'S CATERING & EVENT SERVICES	Board meeting catering services	(958.94)
04/10/2024	24729	CURATALO, JAMES		(1,875.00)
04/10/2024	24730	DE HAAN, HENRY		(375.00)
04/10/2024	24731	EGOSCUE LAW GROUP, INC.	March OAP legal services	(15,700.00)
04/10/2024	24732	ELIE, STEVEN		(125.00)
04/10/2024	24733	EMPOWER LAB	March coaching services	(500.00)
04/10/2024	24734	FILIPPI, GINO		(625.00)
04/10/2024	24735	FRONTIER COMMUNICATIONS	Landline connection for Bay Alarm system	(152.44)
04/10/2024	24736	KAVOUNAS, PETER	Health and dental premium reimbursements	(1,478.36)
04/10/2024	24737	KUHN, BOB		(875.00)
04/10/2024	24738	PITNEY BOWES GLOBAL FINANCIAL SVCS.	Quarterly postage meter lease	(454.87)
04/10/2024	24739	PSMJ RESOURCES, INC	Advisory services for rate study	(4,000.00)
04/10/2024	24740	RON SHELLEY'S AUTOMOTIVE	Vehicle maintenance services	(755.23)
04/10/2024	24741	SPECTRUM ENTERPRISE	April internet services	(1,105.40)
04/10/2024	24742	STATE COMPENSATION INSURANCE FUND	FY 24 Worker's compensation insurance	(2,768.91)
04/10/2024	24743	ULTIMATE STAFFING SERVICES	Temporary employment services	(2,951.20)
04/10/2024	24744	UNION 76	March fuel purchases	(437.60)
04/10/2024	24745	VANGUARD CLEANING SYSTEMS	April janitorial service	(1,220.00)
04/10/2024	24746	VELTO, BILL		(375.00)
04/10/2024	24747	WAVE HR SOLUTIONS	March human resources services	(1,560.00)
04/10/2024	24748	WESTERN MUNICIPAL WATER DISTRICT		(500.00)
04/15/2024	24749	BROWNSTEIN HYATT FARBER SCHRECK	March legal services	(116,290.33)
04/15/2024	24750	LAW OFFICE OF ALLEN W. HUBSCH	April ONAP legal services	(1,011.50)
04/15/2024	24751	THRIVING EMPLOYER	Legal personnel matter services	(36,585.00)
04/17/2024	24752	CALIFORNIA BANK & TRUST	Account ending 6198 - See detail attached	(4,413.86)
04/17/2024	24753	ACWA JOINT POWERS INSURANCE AUTHORITY	May life insurance	(198.83)
04/17/2024	24754	CORELOGIC INFORMATION SOLUTIONS	March geographic package services	(125.00)
04/17/2024	24755	LEGAL SHIELD	April employee paid legal insurance	(119.55)
04/17/2024	24756	PIERSON, JEFFREY		(3,000.00)
04/17/2024	24757	SOUTHERN CA EDISON	Utilities: Electric	(1,239.11)
04/17/2024	24758	VERIZON WIRELESS	Internet services for Field Ops tablets	(276.47)
04/19/2024	24759	DE BOOM, NATHAN		(125.00)
04/19/2024	24760	GEYE, BRIAN		(625.00)
04/19/2024	24761	IN-SITU, INC.	Replacement transducer for monitoring	(7,157.38)
04/19/2024	24762	JOHN J. SCHATZ	July - March AP legal services	(88,259.27)
04/19/2024	24763	WEST YOST	March engineering services	(198,261.35)
04/22/2024	ACH4/22/24	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	Annual Unfunded Accrued Liability-Plan 3299	(9,902.00)
04/24/2024	24764	CUCAMONGA VALLEY WATER DISTRICT	May lease	(11,727.00)
04/24/2024	24765	CUCAMONGA VALLEY WATER DISTRICT - UTILITY	Utilities: Water	(306.37)
04/24/2024	24766	EIDE BAILLY LLP	February accounting consulting services	(2,287.26)
04/24/2024	24767	GREAT AMERICA LEASING CORP.	March copy machine lease	(1,464.61)
04/24/2024	24768	READY REFRESH	Office water dispenser lease	(113.03)
04/24/2024	24769	SAN BERNARDINO COUNTY - DEPT. AIRPORTS	May rent for extensometer site	(172.00)
04/24/2024	24770	SOCALGAS	Utilities: Gas	(130.07)
04/24/2024	24771	STANDARD INSURANCE CO.	March life and disability coverage	(824.97)
04/24/2024	24772	TOM DODSON & ASSOCIATES	March services - OBMP Update	(12,367.50)
04/24/2024	24773	ULTIMATE STAFFING SERVICES	Temporary employment services	(2,951.20)
04/24/2024	24774	VC3, INC.	March IT services	(2,303.04)
04/24/2024	24775	VERIZON WIRELESS	Internet services and mobile broadband unlimited	(38.01)
04/26/2024	24776	CHEF DAVE'S CATERING & EVENT SERVICES	Board meeting catering services	(568.36)
04/26/2024	24777	EIDE BAILLY LLP	March accounting consulting services	(5,409.96)
04/26/2024	24778	SIGWAY ENERGY	Deposit for EV charging pedestal	(2,000.00)
04/26/2024	24779	SOUTHERN CALIFORNIA EDISON	Utilities: Electric	(93.16)
04/26/2024	24780	UNITED HEALTHCARE	May dental insurance coverage	(828.89)
04/26/2024	24781	VISION SERVICE PLAN	May vision insurance coverage	(113.85)



Chino Basin Watermaster
Cash Disbursements
April 2024

Date	Number	Vendor Name	Description	Amount
04/26/2024	24782	FEENSTRA, BOB		(1,500.00)
04/26/2024	24783	MARTINEZ, MANNY		(500.00)
Total for Month \$				(1,132,398.35)



Chino Basin Watermaster Credit Card Expense Detail April 2024

Date	Number	Description	Expense Account	Amount
04/17/2024	24752	CALIFORNIA BANK & TRUST		
		ONLC - Excel training: Charts, Formatting and Reporting - J. Garcia	6193 - Employee Training	(295.00)
		ONLC - Excel training: Charts, Formatting and Reporting - E. Vides	6193 - Employee Training	(295.00)
		The Toll Roads - West Yost meeting toll fee - E. Tellez Foster	6173 - Airfare/Mileage	(14.14)
		Mezzateranean Lunch - E. Tellez Foster, Justin Nakano, IEUA	6141.3 - Admin Meetings	(90.19)
		Some Crust Bakery - CBWM Employee Appreciation Day	6141.3 - Admin Meetings	(131.06)
		Coco's Restaurant - Breakfast Meeting - E. Tellez Foster, John Bosler	6141.3 - Admin Meetings	(33.80)
		Riverside Express Lanes - West Yost meeting toll fee - CBWM Ops	6173 - Airfare/Mileage	(0.75)
		Coco's Restaurant - Breakfast Meeting - E. Tellez Foster, C. Diggs	8312 - Meeting Expenses	(38.38)
		Southwest Airlines - ACWA Conference - E. Tellez Foster	6173 - Airfare/Mileage	(314.96)
		Panera Bread - CBWM Ops breakfast meeting	6141.3 - Admin Meetings	(60.87)
		REV Subscription - Speech to text transcription services	6112 - Subscriptions/Publications	(29.99)
		Top Golf - CBWM Team Building	6011.90 - Team Building-WM Staff	(187.97)
		Brandon's Diner - Lunch meeting - E. Tellez Foster and Don Pierre	6141.3 - Admin Meetings	(36.98)
		Amazon - Return - Napkin Holder	6031.7 - General Office Supplies	14.00
		Amazon - Return - Keyboard cover	6031.7 - General Office Supplies	7.75
		Amazon - Headphones - J. Garcia, E. Vides	6031.7 - General Office Supplies	(71.07)
		Amazon - Misc. Office Supplies	6031.7 - General Office Supplies	(55.16)
		Costco - Meeting supplies	6312 - Meeting Expenses	(493.68)
		Bamboo HR - HRIS and Timekeeping System	6061.2 - HRIS System	(227.59)
		Amazon - Badge Clips	6031.7 - General Office Supplies	(21.50)
		Lands End - Uniforms - Ops, D. Uriarte, and new Board members	6154 - Uniforms	(31.25)
		Web Network Solutions- Domain Name Renewal	6054 - Computer Software	(285.89)
		Amazon - Toner Cartridges	6031.7 - General Office Supplies	(251.90)
		Amazon - Coffee, badge holders	6031.7 - General Office Supplies	(32.55)
		Amazon - Wall Shelves for A. Nelson's office	6036 - Minor Office Furniture	(73.75)
		FedEx - Shipping of Pools packet for Brian Geye and Jeff Pierson	6042 - Postage - General	(73.76)
		LinkedIn - Premium Monthly Subscription	6112 - Subscriptions/Publications	(39.99)
		Letter Jacket - White Envelopes	6031.7 - General Office Supplies	(271.53)
		Pay Pal - ChatGPT 101 training for HR Pros - A. Nelson	6193 - Employee Training	(159.00)
		Pay Pal - ChatGPT 101 training for HR Pros - A. Nelson - transaction fee	6193 - Employee Training	(4.77)
		Lands End - Uniforms - Ops, D. Uriarte, and new Board members	6154 - Uniforms	(694.34)
		FedEx - Shipping of meeting packet - Bob Feenstra	6042 - Postage - General	(55.79)
		Amazon - Mailing envelopes	6031.7 - General Office Supplies	(81.84)
		Letter Jacket - Return - White Envelopes	6031.7 - General Office Supplies	271.53
		FedEx - Shipping of meeting packet	6042 - Postage - General	(20.05)
		Amazon - Dell docking station	6055 - Computer Hardware	(210.60)
		Amazon - Ops hat - J. Garcia	6154 - Uniforms	(22.04)
Total for Month				\$ (4,413.86)



Chino Basin Watermaster

Combining Schedule of Revenues, Expenses & Changes in Net Assets For the Period of July 1, 2023 through April 30, 2024

	JUDGMENT ADMIN.	OPTIMUM BASIN MGMT.	TOTAL JUDGMENT ADMIN & OBMP	POOL ADMINISTRATION & SPECIAL PROJECTS			GROUND WATER REPLENISH.	GRAND TOTALS	ADOPTED BUDGET 2023-2024
				AP POOL	OAP POOL	ONAP POOL			
Administrative Revenues:									
Administrative Assessments	\$ 5,636,711	\$ 3,678,686	\$ 9,315,397	\$ 646,000	\$ -	\$ 31,000	\$ -	\$ 9,992,397	\$ 9,314,915
Interest Revenue	-	401,644	401,644	14,240	49,444	2,392	35,674	503,393	312,500
Groundwater Replenishment	-	-	-	-	-	-	349,825	349,825	-
Mutual Agency Project Revenue	186,412	-	186,412	-	-	-	-	186,412	186,412
Miscellaneous Income	-	-	-	-	-	-	-	-	-
Total Administrative Revenues	5,823,123	4,080,330	9,903,453	660,240	49,444	33,392	385,499	11,032,027	9,813,827
Administrative & Project Expenditures:									
Watermaster Administration	3,384,786	-	3,384,786	-	-	-	-	3,384,786	2,993,430
Watermaster Board-Advisory Committee	246,509	-	246,509	-	-	-	-	246,509	366,923
Optimum Basin Mgmt Administration	-	801,834	801,834	-	-	-	-	801,834	1,215,309
OBMP Project Costs	-	3,186,700	3,186,700	-	-	-	-	3,186,700	5,409,723
Pool Legal Services	-	-	-	-	121,611	18,459	-	140,070	241,578
Pool Meeting Compensation	-	-	-	-	35,875	5,875	-	41,750	45,807
Pool Special Projects	-	-	-	-	9,357	-	-	9,357	-
Pool Administration	-	-	-	-	-	-	-	-	327,067
Debt Service	-	583,281	583,281	-	-	-	-	583,281	1,665,475
Agricultural Expense Transfer ¹	-	-	-	166,843	(166,843)	-	-	-	-
Total Administrative Expenses	3,631,295	4,571,815	8,203,110	166,843	-	24,334	-	8,394,286	12,265,312
Net Ordinary Income	2,191,829	(491,485)	1,700,344	493,397	49,444	9,058	385,499	2,637,741	(2,451,485)
Other Income/(Expense)									
Replenishment Water Assessments	-	-	-	-	-	-	(1,920,791)	(1,920,791)	-
Refund-Basin O&M Expenses	(1,542,183)	-	(1,542,183)	-	-	-	-	(1,542,183)	-
Refund-Recharge Debt Service	-	-	-	-	-	-	-	-	-
Carryover Budget	-	-	-	-	-	-	-	-	2,277,562
Net Other Income/(Expense)	(1,542,183)	-	(1,542,183)	-	-	-	(1,920,791)	(3,462,973)	2,277,562
Net Transfers To/(From) Reserves	\$ 649,646	\$ (491,485)	\$ 158,161	\$ 493,397	\$ 49,444	\$ 9,058	\$ (1,535,292)	\$ (825,232)	\$ (173,923)
Net Assets, July 1, 2023			9,768,099	41,205	1,343,226	57,841	1,715,286	12,925,657	
Net Assets, End of Period			9,926,259	534,602	1,392,670	66,899	179,994	12,100,425	
Pool Assessments Outstanding ²				(238,028)	(731,123)	-			
Pool Fund Balance				\$ 296,574	\$ 661,547	\$ 66,899			

¹ Fund balance transfer as agreed to in the Peace Agreement.

² Outstanding balance of Pool Special Assessments



Chino Basin Watermaster

Treasurer's Report

April 2024

	Type	Monthly Yield	Cost	Market	% Total
Cash & Investments					
Local Agency Investment Fund (LAIF) *	Investment	4.27%	\$ 636,203	\$ 632,508	5.1%
CA CLASS Prime Fund **	Investment	5.40%	11,803,076	11,802,516	95.1%
Bank of America***	Checking		(30,859)	(30,859)	-0.2%
Bank of America	Payroll		-	-	0.0%
Total Cash & Investments			\$ 12,408,420	\$ 12,404,165	100.0%

* The LAIF Market Value factor is updated quarterly in September, December, March, and June.

** The CLASS Prime Fund Net Asset Value factor is updated monthly.

*** Negative balance due to the timing of a \$700,000 transfer from CLASS that posted on 5/1/24.

Certification

I certify that (1) all investment actions executed since the last report have been made in full compliance with Chino Basin Watermaster's Investment Policy, and (2) Funds on hand are sufficient to meet all foreseen and planned administrative and project expenditures for the next six months.

Anna Nelson, Director of Administration

Prepared By:

Daniela Uriarte, Senior Accountant



Chino Basin Watermaster

Budget to Actual

For the Period July 1, 2023 to April 30, 2024

	April 2024	YTD Actual	FY 24 Adopted Budget	\$ Over / (Under) Budget	% of Budget
1 Administration Revenue					
2 Local Agency Subsidies	\$ -	\$ 186,412	\$ 186,412	\$ -	100%
3 Admin Assessments-Appropriative Pool	-	9,669,482	8,886,165	783,317	109%
4 Admin Assessments-Non-Ag Pool	-	322,914	428,750	(105,836)	75%
5 Total Administration Revenue	-	10,178,809	9,501,327	677,482	107%
6 Other Revenue					
7 Appropriative Pool-Replenishment	-	335,840	-	335,840	N/A
8 Non-Ag Pool-Replenishment	-	13,985	-	13,985	N/A
9 Interest Income	64,469	503,393	312,500	190,893	161%
10 Miscellaneous Income	-	-	-	-	N/A
11 Carryover Budget	-	-	2,277,562	(2,277,562)	0%
12 Total Other Revenue	64,469	853,218	2,590,062	(1,736,843)	33%
13 Total Revenue	64,469	11,032,027	12,091,389	(1,059,361)	91%
14 Judgment Administration Expense					
15 Judgment Administration	15,438	306,056	721,698	(415,642)	42%
16 Admin. Salary/Benefit Costs	70,596	1,574,029	1,413,610	160,419	111%
17 Office Building Expense	17,849	176,413	208,510	(32,097)	85%
18 Office Supplies & Equip.	2,191	38,885	49,438	(10,553)	79%
19 Postage & Printing Costs	1,682	23,438	33,806	(10,368)	69%
20 Information Services	17,904	134,237	199,818	(65,581)	67%
21 Contract Services	7,925	140,753	60,200	80,553	234%
22 Watermaster Legal Services	138,513	853,497	565,964	287,533	151%
23 Insurance	-	46,256	50,468	(4,212)	92%
24 Dues and Subscriptions	280	37,688	40,027	(2,339)	94%
25 Watermaster Administrative Expenses	418	7,160	7,550	(390)	95%
26 Field Supplies	161	1,491	3,200	(1,709)	47%
27 Travel & Transportation	1,039	19,262	29,570	(10,308)	65%
28 Training, Conferences, Seminars	1,211	40,490	50,400	(9,910)	80%
29 Advisory Committee Expenses	4,179	35,581	105,823	(70,242)	34%
30 Watermaster Board Expenses	23,560	210,928	261,100	(50,172)	81%
31 ONAP - WM & Administration	2,573	27,045	106,194	(79,149)	25%
32 OAP - WM & Administration	2,779	35,101	108,700	(73,599)	32%
33 Appropriative Pool- WM & Administration	92,765	148,844	112,173	36,671	133%
34 Allocated G&A Expenditures	(25,557)	(225,860)	(440,829)	214,969	51%
35 Total Judgment Administration Expense	375,504	3,631,295	3,687,420	(56,125)	98%
36 Optimum Basin Management Plan (OBMP)					
37 Optimum Basin Management Plan	71,052	801,834	1,215,309	(413,476)	66%
38 Groundwater Level Monitoring	39,390	321,668	459,625	(137,957)	70%
39 Program Element (PE)2- Comp Recharge	19,468	1,192,541	1,672,577	(480,036)	71%
40 PE3&5-Water Supply/Desalte	26,049	64,027	105,677	(41,650)	61%
41 PE4- Management Plan	69,855	348,143	817,643	(469,500)	43%
42 PE6&7-CoopEfforts/SaltMgmt	37,187	451,940	1,117,623	(665,684)	40%
43 PE8&9-StorageMgmt/Conj Use	50,630	569,522	795,750	(226,228)	72%
44 Recharge Improvements	-	583,281	1,665,475	(1,082,194)	35%
45 Administration Expenses Allocated-OBMP	16,214	120,549	222,160	(101,611)	54%
46 Administration Expenses Allocated-PE 1-9	13,342	118,311	218,669	(100,358)	54%
47 Total OBMP Expense	343,187	4,571,815	8,290,508	(3,718,693)	55%
48 Pool Administration					
49 Appropriative Pool-Legal Services	-	-	-	-	N/A
50 OAP Legal & Technical Services	15,700	121,611	186,612	(65,001)	65%
51 OAP Meeting Compensation	2,000	35,875	40,932	(5,057)	88%
52 OAP Expense - Special Projects	-	9,357	-	9,357	N/A
53 ONAP - Legal Services	1,012	18,459	54,966	(36,507)	34%
53 ONAP - Meeting Compensation	875	5,875	4,875	1,000	121%
54 Total Pool Administration	19,587	191,177	287,384	(96,208)	67%
56 Other Expense					
57 Groundwater Replenishment	-	1,920,791	-	1,920,791	N/A
58 Reserve Refunds	-	1,542,183	-	1,542,183	N/A
59 Total Other Expense	-	3,462,973	-	3,462,973	N/A
60 Total Expenses	738,278	11,857,259	12,265,312	(408,052)	97%
61 Increase / (Decrease) to Reserves	\$ (673,809)	\$ (825,232)	\$ (173,923)	\$ (651,309)	



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2023 to April 30, 2024

Budget to Actual

The Budget to Actual report summarizes the operating and non-operating revenues and expenses of Chino Basin Watermaster for the fiscal year-to-date (YTD). Columns are included for current monthly and YTD activity shown comparatively to the FY 24 adopted budget. The final two columns indicate the amount over or under budget, and the YTD percentage of total budget used. As of April 30th, the target budget percentage is generally 83%.

Revenues

Lines 1-5 Administration Revenue – Includes local agency subsidies and administrative assessment for the Appropriative, Agricultural and Non-Agricultural Pools. Below is a summary of notable account variances at month end:

- Line 2 Local Agency Subsidies is at 100% of budget due to annual administrative assessment received from Metropolitan Water District.
- Lines 3-4 Administrative Assessments for the Agricultural and Non-Agricultural Pools include annual assessment invoices issued in November of each year, as well as special assessments issued at the direction of the respective Pools. The Appropriative Pool line is over budget due to changes in actual versus projected production, and special assessments issued.

Lines 6-12 Other Revenue – Includes Pool replenishment assessments, interest income, miscellaneous income, and carryover budget from prior years.

Expenses

Lines 14-35 Judgment Administration Expense – Includes Watermaster general administrative expenses, contract services, insurance, office and other administrative expenses. Below is a summary of notable account variances at month end:

- Line 16 Admin Salary/Benefit Costs includes wages and benefits for Watermaster administrative staff. YTD is over budget due to vacation, sick time, and severance payouts.
- Line 21 Contract Services includes outside services for the annual audit report, HR consulting, court filings, and accounting consulting. YTD is over budget due to increased consulting services not anticipated in the budget. These increased consulting service costs should be offset by savings in administrative salaries and benefits.
- Line 23 Insurance includes general liability insurance, directors' and officers' liability, municipalities coverage, environmental pollution liability and other various insurance policies. YTD is at 92% of budget due to the timing of annual renewals for the directors' and officers' policy and municipalities coverage.
- Line 24 Dues and Subscriptions is at 94% of budget due to the timing of annual dues for ACWA, SHRM, and CA Groundwater Coalition.
- Line 25 Watermaster Administrative Expenses include meeting expenses and supplies for admin, committee, and other meetings. YTD is at 95% due to increased meeting activity.

Lines 36-47 Optimum Basin Management Plan (OBMP) Expense – Includes legal, engineering, groundwater level monitoring, allocated administrative expenses, and other expenses.

Lines 48-54 Pool Administration Expenses – Includes expense activity relating to Pool specific fund balances. These include legal services for each Pool, Ag Pool meeting compensation, and Ag Pool special projects.



Chino Basin Watermaster Monthly Variance Report & Supplemental Schedules For the period July 1, 2023 to April 30, 2024

Lines 56-59 Other Expense – Includes groundwater replenishment, and various refunds as appropriate. YTD activity includes refunds for prior year recharge basin O&M expenses and excess reserves.



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2023 to April 30, 2024

Pool 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 Overlying Agricultural Pool (OAP), 8567 for the Overlying Non-Agricultural Pool (ONAP), and 8367 for the Appropriate Pool (AP)). Along with the legal services fund account for the OAP (8467), the OAP also has two other fund accounts for Ag Pool Meeting Attendance expenses (8470), and Special Projects expenses (8471). The ONAP also has a meeting compensation fund account (8511). Additionally, the OAP has a reserve fund that is held by Watermaster and spent at the direction of the OAP. The AP also has account 8368 relating to the Tom Harder contract. 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.

The following tables detail the fund balance accounts as of April 30, 2024 (continued next page):

Fund Balance For Non-Agricultural Pool Account 8567 - Legal Services		Fund Balance For Appropriate Pool Account 8367 - Legal Services	
Beginning Balance July 1, 2023:	\$ 56,965.90	Beginning Balance July 1, 2023:	\$ (12,415.36)
Additions:		Additions:	
Interest Earnings	2,392.21	Interest Earnings	14,239.67
Payments received on ONAP Assessment invoices issued 11/18/23	25,000.00	Payments received on AP Pool Assessment invoices issued 10/30/23	178,107.17
Subtotal Additions:	27,392.21	Subtotal Additions:	192,346.84
Reductions:		Reductions:	
Invoices paid July 2023 - April 2024	(18,459.00)	Invoices paid July 2023 - April 2024	-
Budget Transfers	(2,000.00)	Subtotal Reductions:	-
Subtotal Reductions:	(20,459.00)		
Available Fund Balance as of April 30, 2024	\$ 63,899.11	Available Fund Balance as of April 30, 2024	\$ 179,931.48

Fund Balance For Non-Agricultural Pool Account 8511 - Meeting Compensation		Fund Balance For Appropriate Pool Account 8368 - Tom Harder Contract	
Beginning Balance July 1, 2020:	\$ 875.00	Beginning Balance July 1, 2023:	\$ -
Additions:		Additions:	
Payments received on ONAP Assessment invoices issued 11/18/23	6,000.00	Interest Earnings	-
Budget Transfers	2,000.00	Payments received on AP Pool Assessment invoices issued 10/30/23	20,577.61
Subtotal Additions:	8,000.00	Subtotal Additions:	20,577.61
Reductions:		Reductions:	
Compensation paid July 2023 - April 2024	(5,875.00)	Invoices paid July 2023 - April 2024	-
Subtotal Reductions:	(5,875.00)	Subtotal Reductions:	-
Available Fund Balance as of April 30, 2024	\$ 3,000.00	Available Fund Balance as of April 30, 2024	\$ 20,577.61



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2023 to April 30, 2024

Pool Services Fund Accounting – Cont.

Fund Balance for Agricultural Pool Account 8467 - Legal Services

Beginning Balance July 1, 2023:	\$ 41,675.63
Additions:	
Payments received on AP Pool Assessment invoices issued 10/30/23	144,935.99
Total Additions:	<u>144,935.99</u>
Reductions:	
Invoices paid July 2023 - April 2024	<u>(121,610.50)</u>
Subtotal Reductions:	<u>(121,610.50)</u>
Available Fund Balance as of April 30, 2024	<u>\$ 65,001.12</u>

Agricultural Pool Reserve Funds As shown on the Combining Schedules

Beginning Balance July 1, 2023:	\$ 612,103.32
Additions:	
YTD Interest earned on Ag Pool Funds FY 24	49,443.79
Transfer of Funds from AP to Special Fund for Legal Service Invoices	<u>121,610.50</u>
Total Additions:	<u>171,054.29</u>
Reductions:	
Legal service invoices paid July 2023 - April 2024	<u>(121,610.50)</u>
Total Reductions	<u>(121,610.50)</u>
Agricultural Pool Reserve Funds Balance as of Apr. 31, 2024:	<u>\$ 661,547.11</u>

Fund Balance For Agricultural Pool Account 8470 - Meeting Compensation

Beginning Balance July 1, 2023:	\$ 950.98
Additions:	
Payments received on AP Pool Assessment invoices issued 10/30/23	28,987.20
Budget Transfers ¹	<u>10,993.67</u>
Subtotal Additions:	<u>39,980.87</u>
Reductions:	
Compensation paid July 2023 - April 2024	<u>(35,875.00)</u>
Subtotal Reductions:	<u>(35,875.00)</u>
Available Fund Balance as of April 30, 2024	<u>\$ 5,056.85</u>

Fund Balance For Agricultural Pool Account 8471 - Special Projects

Beginning Balance July 1, 2023:	\$ 10,993.67
Additions:	
Payments received on AP Pool Assessment invoices issued 10/30/23	<u>35,364.38</u>
Subtotal Additions:	<u>35,364.38</u>
Reductions:	
Invoices paid July 2023 - April 2024	(9,357.00)
Budget Transfers ¹	<u>(10,993.67)</u>
Subtotal Reductions:	<u>(20,350.67)</u>
Available Fund Balance as of April 30, 2024	<u>\$ 26,007.38</u>

¹Per action taken at September pool committee meeting.

¹Per action taken at September pool committee meeting.



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2023 to April 30, 2024

Watermaster Salary Expenses

The following table details the Year-To-Date (YTD) Actual Watermaster burdened salary costs compared to the FY 24 adopted budget. The “\$ Over Budget” and the “% of Budget” columns are a comparison of the YTD actual to the annual budget. As of April 30th, the target budget percentage is generally 83%.

	Year to Date Actual	FY 23-24 Budget	\$ Over / (Under) Budget	% of Budget
WM Salary Expense				
5901.1 · Judgment Admin - Doc. Review	26,459	82,794	(56,335)	32.0%
5901.3 · Judgment Admin - Field Work	2,314	7,760	(5,446)	29.8%
5901.5 · Judgment Admin - General	50,923	60,129	(9,206)	84.7%
5901.7 · Judgment Admin - Meeting	10,373	2,633	7,740	393.9%
5901.9 · Judgment Admin - Reporting	1,324	31,033	(29,709)	4.3%
5910 · Judgment Admin - Court Coord./Attendar	8,774	19,098	(10,324)	45.9%
5911 · Judgment Admin - Exhibit G	1,592	2,370	(778)	67.2%
5921 · Judgment Admin - Production Monitorin	3,062	11,322	(8,260)	27.0%
5931 · Judgment Admin - Recharge Application	1,780	4,634	(2,854)	38.4%
5941 · Judgment Admin - Reporting	701	1,316	(615)	53.3%
5951 · Judgment Admin - Rules & Regs	-	12,726	(12,726)	0.0%
5961 · Judgment Admin - Safe Yield	1,049	26,330	(25,281)	4.0%
5971 · Judgment Admin - Storage Agreements	2,326	4,739	(2,413)	49.1%
5981 · Judgment Admin - Water Accounting/Da	94,135	109,793	(15,658)	85.7%
5991 · Judgment Admin - Water Transactions	3,550	8,688	(5,138)	40.9%
6011.11 · WM Staff - Overtime	10,005	15,000	(4,995)	66.7%
6011.4 · 457(f) NQDC Plan	18,494	55,467	(36,973)	33.3%
6011.10 · Admin - Accounting	175,900	367,685	(191,785)	47.8%
6011.15 · Admin - Building Admin	8,527	18,359	(9,832)	46.4%
6011.20 · Admin - Conference/Seminars	30,929	57,083	(26,154)	54.2%
6011.25 · Admin - Document Review	1,018	6,846	(5,828)	14.9%
6011.50 · Admin - General	366,257	569,850	(203,593)	64.3%
6011.60 · Admin - HR	74,054	43,489	30,565	170.3%
6011.70 · Admin - IT	43,368	53,975	(10,607)	80.3%
6011.80 · Admin - Meeting	37,566	90,440	(52,874)	41.5%
6011.90 · Admin - Team Building	7,941	41,304	(33,363)	19.2%
6011.95 · Admin - Training (Give/Receive)	20,877	34,312	(13,435)	60.8%
6017 · Temporary Services	34,660	24,000	10,660	144.4%
6201 · Advisory Committee	23,810	55,149	(31,339)	43.2%
6301 · Watermaster Board	77,888	61,818	16,070	126.0%
8301 · Appropriative Pool	34,887	53,761	(18,874)	64.9%
8401 · Agricultural Pool	12,437	51,549	(39,112)	24.1%
8501 · Non-Agricultural Pool	8,548	50,443	(41,895)	16.9%
6901.1 · OBMP - Document Review	27,542	89,136	(61,594)	30.9%
6901.3 · OBMP - Field Work	1,858	7,003	(5,145)	26.5%
6901.5 · OBMP - General	96,528	124,049	(27,521)	77.8%
6901.7 · OBMP - Meeting	26,742	57,589	(30,847)	46.4%
6901.9 · OBMP - Reporting	5,688	2,370	3,318	240.0%
7104.1 · PE1 - Monitoring Program	128,344	171,515	(43,171)	74.8%
7201 · PE2 - Comprehensive Recharge	35,009	57,925	(22,916)	60.4%
7301 · PE3&5 - Water Supply/Desalter	-	4,791	(4,791)	0.0%
7301.1 · PE5 - Reg. Supply Water Prgm.	-	2,633	(2,633)	0.0%
7401 · PE4 - MZ1 Subsidence Mgmt. Plan	802	13,055	(12,253)	6.1%
7501 · PE6 - Coop. Programs/Salt Mgmt.	5,105	8,027	(2,922)	63.6%
7501.1 · PE 7 - Salt Nutrient Mgmt. Plan	1,769	6,582	(4,813)	26.9%
7601 · PE8&9 - Storage Mgmt./Recovery	3,342	11,217	(7,875)	29.8%
Subtotal WM Staff Costs	1,528,254	2,591,787	(1,063,533)	59%
60184.1 · Administrative Leave	15,428	6,799	8,629	226.9%
60185 · Vacation	158,162	119,130	39,032	132.8%
60185.1 · Comp Time	1,194	-	1,194	100.0%
60186 · Sick Leave	44,894	83,123	(38,229)	54.0%
60187 · Holidays	-	-	-	0.0%
Subtotal WM Paid Leaves	219,678	209,052	10,626	105%
Total WM Salary Costs	1,747,932	2,800,839	(1,052,907)	62.4%



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2023 to April 30, 2024

Engineering

The following table details the Year-To-Date (YTD) Actual Engineering costs compared to the FY 24 adopted budget. The “\$ Over Budget” and the “% of Budget” columns are a comparison of the YTD actual to the annual budget. As of April 30th, the target budget percentage is generally 83%.

	Year to Date Actual	FY 23-24 Budget	\$ Over / (Under) Budget	% of Budget
Engineering Services Costs				
5901.8 · Judgment Admin - Meetings-Engineering Services	\$ -	\$ 45,097	\$ (45,097)	0.0%
5906.1 · Judgment Admin - Watermaster Model Update	-	41,235	(41,235)	0.0%
5906.71 · Judgment Admin - Data Requests-CBWM Staff	44,750	126,204	(81,454)	35.5%
5906.72 · Judgment Admin - Data Requests-Non-CBWM Staff	8,917	42,832	(33,915)	20.8%
5925 · Judgment Admin - Ag Production & Estimation	22,928	34,376	(11,449)	66.7%
5935 · Judgment Admin - Mat'l Physical Injury Requests	3,932	36,072	(32,140)	10.9%
5945 · Judgment Admin - WM Annual Report Preparation	11,671	15,416	(3,745)	75.7%
5965 · Judgment Admin - Support Data Collection & Mgmt Process	5,496	36,336	(30,841)	15.1%
6206 · Advisory Committee Meetings-WY Staff	7,535	23,466	(15,931)	32.1%
6306 · Watermaster Board Meetings-WY Staff	22,670	23,466	(796)	96.6%
8306 · Appropriative Pool Meetings-WY Staff	17,167	23,467	(6,300)	73.2%
8406 · Agricultural Pool Meetings-WY Staff	14,310	23,466	(9,156)	61.0%
8506 · Non-Agricultural Pool Meetings-WY Staff	10,144	23,466	(13,322)	43.2%
6901.8 · OBMP - Meetings-WY Staff	41,040	45,096	(4,056)	91.0%
6901.95 · OBMP - Reporting-WY Staff	53,194	57,316	(4,123)	92.8%
6906 · OBMP Engineering Services - Other	34,614	46,992	(12,378)	73.7%
6906.26 · 2020 OBMP Update	4,508	24,016	(19,508)	18.8%
7104.3 · Grdwtr Level-Engineering	184,156	256,445	(72,289)	71.8%
7104.8 · Grdwtr Level-Contracted Services	-	10,000	(10,000)	0.0%
7104.9 · Grdwtr Level-Capital Equipment	-	9,915	(9,915)	0.0%
7202 · PE2-Comp Recharge-Engineering Services	10,393	29,084	(18,691)	35.7%
7202.2 · PE2-Comp Recharge-Engineering Services	48,619	202,362	(153,742)	24.0%
7208 · SB88 Specs-Compliance-50% IEUA	-	54,012	(54,012)	0.0%
7210 · OBMP - 2023 RMPU	37,768	94,328	(56,561)	40.0%
7220 · Integrated Model Mtg./Tech. Review-50% IEUA	-	24,618	(24,618)	0.0%
7302 · PE3&5-PBHSF Monitoring Program	62,112	69,121	(7,009)	89.9%
7303 · PE3&5-Engineering - Other	635	15,632	(14,998)	4.1%
7306 · PE3&5-Engineering - Outside Professionals	1,280	6,500	(5,220)	19.7%
7402 · PE4-Engineering	171,161	262,544	(91,382)	65.2%
7402.10 · PE4-Northwest MZ1 Area Project	90,045	271,703	(181,658)	33.1%
7403 · PE4-Eng. Services-Contracted Services-InSar	21,365	175,000	(153,635)	12.2%
7406 · PE4-Engineering Services-Outside Professionals	52,613	76,552	(23,939)	68.7%
7408 · PE4-Engineering Services-Network Equipment	11,680	14,081	(2,401)	83.0%
7502 · PE6&7-Engineering	248,298	384,163	(135,865)	64.6%
7505 · PE6&7-Laboratory Services	32,236	49,164	(16,928)	65.6%
7508 · HC Mitigation Plan-50% IEUA (TO #6)	7,990	10,703	(2,713)	74.7%
7510 · PE6&7-IEUA Salinity Mgmt. Plan	15,766	34,631	(18,865)	45.5%
7511 · PE6&7-SAWBMP Task Force-50% IEUA	9,667	24,610	(14,944)	39.3%
7517 · Surface Water Monitoring Plan-Chino Creek - 50% IEUA	38,403	69,821	(31,418)	55.0%
7520 · Preparation of Water Quality Mgmt. Plan	86,039	157,692	(71,653)	54.6%
7610 · PE8&9-Support 2020 Mgmt. Plan	13,687	69,306	(55,618)	19.7%
7614 · PE8&9-Support Imp. Safe Yield Court Order	542,983	663,747	(120,764)	81.8%
7620 · OBMP - Evaluation of Extreme Future Planning Scenarios	9,510	51,130	(41,621)	18.6%
Total Engineering Services Costs	\$ 1,989,771	\$ 3,755,182	\$ (1,755,901)	53.0%

* West Yost and Subcontractor Engineering Budget of \$2,884,956 plus Carryover Funds from FY 2022/23 of \$870,226



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2023 to April 30, 2024

Legal

The following table details the YTD Brownstein Hyatt Farber Schreck (BHFS) expenses and costs compared to the FY 24 adopted budget. The “\$ Over Budget” and the “% of Budget” columns are a comparison of the YTD actual to the annual budget. As of April 30th, the target budget percentage is generally 83%.

	Year to Date Actual	FY 23-24 Budget	\$ Over / (Under) Budget	% of Budget
6070 · Watermaster Legal Services				
6071 · BHFS Legal - Court Coordination	\$ 329,836	\$ 171,260	\$ 158,576	192.6%
6072 · BHFS Legal - Rules & Regulations	-	92,900	(92,900)	0.0%
6073 · BHFS Legal - Personnel Matters	355,570	10,820	344,750	3286.2%
6074 · BHFS Legal - Interagency Issues	-	43,704	(43,704)	0.0%
6077 · BHFS Legal - Party Status Maintenance	1,205	13,730	(12,525)	8.8%
6078 · BHFS Legal - Miscellaneous (Note 1)	162,630	233,550	(70,920)	69.6%
Total 6070 · Watermaster Legal Services	849,242	565,964	283,278	150.1%
6275 · BHFS Legal - Advisory Committee	4,235	26,708	(22,473)	15.9%
6375 · BHFS Legal - Board Meeting	65,167	85,272	(20,105)	76.4%
6375.1 · BHFS Legal - Board Workshop(s)	-	18,499	(18,499)	0.0%
8375 · BHFS Legal - Appropriative Pool	8,354	33,385	(25,031)	25.0%
8475 · BHFS Legal - Agricultural Pool	8,354	33,385	(25,031)	25.0%
8575 · BHFS Legal - Non-Ag Pool	8,354	33,385	(25,031)	25.0%
Total BHFS Legal Services	94,463	230,634	(136,170)	41.0%
6907.3 · WM Legal Counsel				
6907.31 · Archibald South Plume	-	12,085	(12,085)	0.0%
6907.32 · Chino Airport Plume	720	12,085	(11,365)	6.0%
6907.33 · Desalter/Hydraulic Control	1,358	37,200	(35,842)	3.7%
6907.34 · Santa Ana River Water Rights	3,037	20,595	(17,558)	14.7%
6907.36 · Santa Ana River Habitat	-	30,090	(30,090)	0.0%
6907.38 · Reg. Water Quality Cntrl Board	2,484	30,090	(27,606)	8.3%
6907.39 · Recharge Master Plan	43,806	30,495	13,311	143.6%
6907.40 · Storage Agreements	-	16,960	(16,960)	0.0%
6907.41 · Prado Basin Habitat Sustainability	259	9,900	(9,641)	2.6%
6907.44 · SGMA Compliance	104	9,900	(9,797)	1.0%
6907.45 · OBMP Update	196,206	172,880	23,326	113.5%
6907.47 · 2020 Safe Yield Reset	20,991	33,920	(12,929)	61.9%
6907.48 · Ely Basin Investigation	86,869	126,040	(39,171)	68.9%
6907.90 · WM Legal Counsel - Unanticipated	-	37,395	(37,395)	0.0%
Total 6907 · WM Legal Counsel	355,833	579,635	(223,802)	61.4%
Total Brownstein, Hyatt, Farber, Schreck Costs	\$ 1,299,538	\$ 1,376,233	\$ (76,694)	94.4%



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2023 to April 30, 2024

Optimum Basin Management Plan (OBMP)

The following table details the Year-To-Date (YTD) Actual OBMP costs compared to the FY 24 adopted budget. The “\$ Over Budget” and the “% of Budget” columns are a comparison of the YTD actual to the annual budget. As of April 30th, the target budget percentage is generally 83%.

	Year to Date Actual	FY 23-24 Budget	\$ Over / (Under) Budget	% of Budget
6900 · Optimum Basin Mgmt Plan				
6901.1 · OBMP - Document Review-WM Staff	\$ 27,542	\$ 89,136	\$ (61,594)	30.9%
6901.3 · OBMP - Field Work-WM Staff	1,858	7,003	(5,145)	26.5%
6901.5 · OBMP - General-WM Staff	96,528	124,049	(27,521)	77.8%
6901.7 · OBMP - Meeting-WM Staff	26,742	57,589	(30,847)	46.4%
6901.8 · OBMP - Meeting-West Yost	41,040	45,096	(4,056)	91.0%
6901.9 · OBMP - Reporting-WM Staff	5,688	2,370	3,318	240.0%
6901.95 · OBMP - Reporting-West Yost	53,194	57,316	(4,123)	92.8%
Total 6901 · OBMP WM and West Yost Staff	252,590	382,559	(129,969)	66.0%
6903 · OBMP - SAWPA				
6903 · OBMP - SAWPA Group	24,071	24,071	0	100.0%
Total 6903 · OBMP - SAWPA	24,071	24,071	0	100.0%
6906 · OBMP Engineering Services				
6906.1 · OBMP - Watermaster Model Update	18,889	41,235	(22,346)	45.8%
6906.15 · Integrated Model Mtgs. - IEUA Costs	-	-	-	0.0%
6906.21 · State of the Basin Report	-	-	-	0.0%
6906.26 · 2020 OBMP Update	4,508	24,016	(19,508)	18.8%
6906.71 · OBMP - Data Requests - CBWM Staff	-	-	-	0.0%
6906.72 · OBMP - Data Requests - Non CBWM	-	-	-	0.0%
6906 · OBMP Engineering Services - Other	34,614	46,992	(12,378)	73.7%
Total 6906 · OBMP Engineering Services	58,011	112,243	(54,232)	51.7%
6907 · OBMP Legal Fees				
6907.31 · Archibald South Plume	-	12,085	(12,085)	0.0%
6907.32 · Chino Airport Plume	720	12,085	(11,365)	6.0%
6907.33 · Desalter/Hydraulic Control	1,358	37,200	(35,842)	3.7%
6907.34 · Santa Ana River Water Rights	3,037	20,595	(17,558)	14.7%
6907.36 · Santa Ana River Habitat	-	30,090	(30,090)	0.0%
6907.38 · Reg. Water Quality Cntrl Board	2,484	30,090	(27,606)	8.3%
6907.39 · Recharge Master Plan	43,806	30,495	13,311	143.6%
6907.40 · Storage Agreements	-	16,960	(16,960)	0.0%
6907.41 · Prado Basin Habitat Sustainability	259	9,900	(9,641)	2.6%
6907.44 · SGMA Compliance	104	9,900	(9,797)	1.0%
6907.45 · OBMP Update	196,206	172,880	23,326	113.5%
6907.47 · 2020 Safe Yield Reset	20,991	33,920	(12,929)	61.9%
6907.48 · Ely Basin Investigation	86,869	126,040	(39,171)	68.9%
6907.90 · WM Legal Counsel - Unanticipated	-	37,395	(37,395)	0.0%
Total 6907 · OBMP Legal Fees	355,833	579,635	(223,802)	61.4%
6908 · OBMP Updates				
6908.1 · 2020 OBMP Update-Dodson & Assoc.	88,996	107,578	(18,581)	82.7%
Total 6908 · OBMP Updates	88,996	107,578	(18,581)	82.7%
6909 · OBMP Other Expenses				
6909.1 · OBMP Meetings	-	1,500	(1,500)	0.0%
6909.3 · Other OBMP Expenses	3,258	2,724	534	119.6%
6909.6 · OBMP Expenses - Miscellaneous	-	5,000	(5,000)	0.0%
Total 6909 · OBMP Other Expenses	3,258	9,224	(5,966)	35.3%
Total 6900 · Optimum Basin Mgmt Plan	\$ 782,759	\$ 1,215,309	\$ (432,550)	64.4%



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2023 to April 30, 2024

Judgment Administration

The following table details the Year-To-Date (YTD) Actual Judgment Administration costs compared to the FY 24 adopted budget. The “\$ Over Budget” and the “% of Budget” columns are a comparison of the YTD actual to the annual budget. As of April 30th, the target budget percentage is generally 83%.

	Year to Date Actual	FY 23-24 Budget	\$ Over / (Under) Budget	% of Budget
5901 · Admin-WM Staff				
5901.1 · Admin-Doc. Review-WM Staff	\$ 26,459	\$ 82,794	\$ (56,335)	32.0%
5901.3 · Admin-Field Work-WM Staff	2,314	7,760	(5,446)	29.8%
5901.5 · Admin-General-WM Staff	50,923	60,129	(9,206)	84.7%
5901.7 · Admin-Meeting-WM Staff	10,373	2,633	7,740	393.9%
5901.8 · Admin-Meeting - West Yost	-	45,097	(45,097)	0.0%
5901.9 · Admin-Reporting-WM Staff	1,324	31,033	(29,709)	4.3%
Total 5901 · Admin-WM Staff	91,393	229,446	(138,053)	39.8%
5900 · Judgment Admin Other Expenses				
5906.71 · Admin-Data Req-CBWM Staff	44,750	126,204	(81,454)	35.5%
5906.72 · Admin-Data Req-Non CBWM Staff	8,917	42,832	(33,915)	20.8%
5910 · Court Coordination/Attend-WM	8,774	19,098	(10,324)	45.9%
5911 · Exhibit G-WM Staff	1,592	2,370	(778)	67.2%
5921 · Production Monitoring-WM Staff	3,062	11,322	(8,260)	27.0%
5925 · Ag Prod & Estimation-West Yost	22,928	34,376	(11,449)	66.7%
5931 · Recharge Applications-WM Staff	1,780	4,634	(2,854)	38.4%
5935 · Admin-Mat'l Phy Inj Requests	3,932	36,072	(32,140)	10.9%
5941 · Reporting-WM Staff	701	1,316	(615)	53.3%
5945 · WM Annual Report Prep-West Yost	11,671	15,416	(3,745)	75.7%
5951 · Rules & Regs-WM Staff	-	12,726	(12,726)	0.0%
5961 · Safe Yield-WM Staff	1,049	26,330	(25,281)	4.0%
5965 · Support Data Collect-West Yost	5,496	36,336	(30,841)	15.1%
5971 · Storage Agreements-WM Staff	2,326	4,739	(2,413)	49.1%
5981 · Water Acct/Database-WM Staff	94,135	109,793	(15,658)	85.7%
5991 · Water Transactions-WM Staff	3,550	8,688	(5,138)	40.9%
Total 5900 · Judgment Admin Other Expenses	214,663	492,252	(277,589)	43.6%
Total 5900 · Judgment Administration	\$ 306,056	\$ 721,698	\$ (415,642)	42.4%



Chino Basin Watermaster

Monthly Variance Report & Supplemental Schedules

For the period July 1, 2023 to April 30, 2024

“Carry Over” Funding:

During the month of July 2023, the “Carry Over” funding was calculated. The Total “Carry Over” funding amount of \$2,277,561.54 has been posted to the general ledger accounts. The total amount consisted of \$870,226.24 from Engineering Services, \$816,709.78 from Capital Improvement Projects, \$464,627.66 from OBMP Activities, \$111,461.18 from Pool Funding Accounts, and \$14,536.68 from Administration Services. More detailed information is provided in the table below.

Carry Over Budget Detail - FY 23/24

Description	Amount	Account	Fiscal Year	Type
Other Office Equipment - Boardroom Upgrades	\$ 10,037.93	6038	FY 2020/21	ADMIN
Board Workshop Expenses - Misc.	4,498.75	6375.2	FY 2021/22	ADMIN
Meter Installation - New Meter Installation	175,400.00	7540	FY 2018/19	OBMP
Meter Installation - Calibration and Testing	181,650.00	7545	FY 2018/19	OBMP
2022 OBMP Update - Dodson & Asso.	107,577.66	6908.1	FY 2022/23	OBMP
Watermaster Model Update	34,206.75	5906.1	FY 2022/23	ENG
Groundwater Level Monitoring Program	2,700.00	7104.3	FY 2022/23	ENG
PE2 - Comprehensive Recharge - Eng. Services	27,943.64	7202.2	FY 2020/21	ENG
PE2 - Comprehensive Recharge - Eng. Services	18,441.85	7202.2	FY 2021/22	ENG
PE2 - Comprehensive Recharge - Eng. Services	72,788.26	7202.2	FY 2022/23	ENG
SB88-Specs-Ensure Compliance-50% IEUA	54,012.38	7208	FY 2020/21	ENG
OBMP - 2023 RMPU	60,000.00	7210	FY 2022/23	ENG
Integrated Model - Meetings - 50% IEUA Costs	24,617.63	7220	FY 2021/22	ENG
PBHSP - Monitoring, Data Analysis, Reporting	21,000.00	7302	FY 2022/23	ENG
OBMP - Engineering Services	65,208.75	7402	FY 2022/23	ENG
PE4 - Northwest MZ-1 Area Project	23,805.91	7402.1	FY 2021/22	ENG
PE4 - Northwest MZ-1 Area Project	126,194.09	7402.1	FY 2022/23	ENG
PE4/MZ-1: InSAR - Outside Pro	85,000.00	7403	FY 2022/23	ENG
Ground Level Monitoring - Capital Equipment	5,000.00	7408	FY 2022/23	ENG
PE6-7: Coop Efforts/Salt Management:	40,000.00	7502	FY 2022/23	ENG
Groundwater Quality Monitoring Program	16,194.00	7505	FY 2022/23	ENG
Hydraulic Control Mitigation Plan Update-50% IEUA	9,687.25	7508	FY 2021/22	ENG
Hydraulic Control Mitigation Plan Update-50% IEUA	1,016.00	7508	FY 2022/23	ENG
IEUA - Update Recycle Water Permit - Salinity	19,752.23	7510	FY 2021/22	ENG
PE8&9 - Support Imp. 2020 Storage Mgmt. Plan	42,657.50	7610	FY 2020/21	ENG
Support Implementation of the Safe Yield Court Order:	120,000.00	7614	FY 2022/23	ENG
Upper Santa Ana River HCP (TO #7)	15,062.88	7690.7	FY 2014/15	PROJ
Upper Santa Ana River HCP (TO #7)	5,000.00	7690.7	FY 2015/16	PROJ
Lower Day Basin RMPU (TO #2)	238,646.90	7690.8	FY 2016/17	PROJ
Jurupa Basin Berm & Trash Boom	358,000.00	7690.23	FY 2022/23	PROJ
Funds on Hold for Projects/Refund	200,000.00	7690.9	FY 2017/18	PROJ
Agricultural Pool - Legal Services	41,675.63	8467	FY 2022/23	AP
Agricultural Pool - Mtg. Attendance Compensation	950.98	8470	FY 2022/23	OAP
Agricultural Pool - Special Project Funding	10,993.67	8471	FY 2021/22	OAP
Non-Agricultural Pool - Meeting Compensation	875.00	8511	FY 2022/23	ONAP
Non-Agricultural Pool - Legal Services	56,965.90	8567	FY 2022/23	ONAP
Balance at 7/31/23	\$ 2,277,561.54			



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730
Tel: 909.484.3888 www.cbwm.org

TODD M. CORBIN
General Manager

STAFF REPORT

DATE: June 27, 2024

TO: Board Members

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

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 2023/24 (June 30, 2024). [Within WM Duties and Powers]

Recommendation: Approve the proposed agreements.

Financial Impact: None.

Future Consideration

Watermaster Board – June 27, 2024: Approval.

ACTIONS:

Appropriative Pool – May 9, 2024: Unanimously recommended Advisory Committee to recommend Watermaster Board approval.

Non-Agricultural Pool – May 9, 2024: Unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem appropriate.

Agricultural Pool – May 9, 2024: Unanimously recommended Advisory Committee to recommend Watermaster Board approval.

Advisory Committee – June 20, 2024: Unanimously recommended Board to approve.

Watermaster Board – June 27, 2024:

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

BACKGROUND

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

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

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

The following application for Local Storage Agreements was noticed to stakeholders on May 3, 2024:

- 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 2023/24 (June 30, 2024).

DISCUSSION

At its April 11, 2024 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, 2024” (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 9, 2024. 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 20, 2024, the Advisory Committee unanimously recommended the Watermaster Board to approve.

The quantities in Parties’ stored water accounts will be finalized at the time the 2024/25 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, for its members</u> Name of Party	<u>April 11, 2024</u> Date Requested	_____ Date Approved
<u>Various</u> Street Address	<u>For each member, a quantity equal to the surplus carryover of such member as of midnight on the evening of June 30, 2024. See Attachment.</u>	
<u>Various</u> _____ <u>CA</u> _____ <u>Various</u> City State Zip Code		
Telephone: <u>Various</u> _____	Amount Requested	Amount Approved

Facsimile: 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 _____

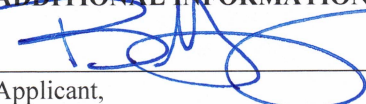
http://www.cbwm.org/rep_engineering.htm and http://cbwm.org/rep_eng_maps.htm

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 11, 2024

TO BE COMPLETED BY WATERMASTER:

DATE OF APPROVAL FROM NON-AGRICULTURAL POOL: May 09, 2024

DATE OF APPROVAL FROM AGRICULTURAL POOL: May 09, 2024

DATE OF APPROVAL FROM APPROPRIATIVE POOL: May 09, 2024

HEARING DATE, IF ANY: N/A

DATE OF ADVISORY COMMITTEE APPROVAL: June 20, 2024

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, 2024.

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, 2024 is equal to or less than the carryover of such member for the year ended June 30, 2023.

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 3, 2024

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 11, 2024**

Date of this notice: **May 03, 2024**

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 2023/24 (June 30, 2024).

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

Appropriative Pool:	May 09, 2024
Non-Agricultural Pool:	May 09, 2024
Agricultural Pool:	May 09, 2024

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
Web: www.cbwm.org



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730
Tel: 909.484.3888 www.cbwm.org

TODD CORBIN
General Manager

STAFF REPORT

DATE: June 27, 2024
TO: Board Members
SUBJECT: Prado Basin Habitat Sustainability Program 2023 Annual Report (Consent Calendar Item I.D.)

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 8th Annual Report for Water Year 2023. [Within WM Duties and Powers]

Recommendation: Recommend to receive and file.

Financial Impact: None.

Future Consideration

Watermaster Board – June 27, 2024: Receive and file

ACTIONS:

Appropriative Pool – June 13, 2024: Unanimously recommended Advisory Committee to recommend the Watermaster Board to receive and file

Non-Agricultural Pool – June 13, 2024: Unanimously recommended its representatives to support at Advisory Committee and Watermaster Board subject to changes they deem appropriate

Agricultural Pool – June 13, 2024: Unanimously recommended Advisory Committee to recommend the Watermaster Board to receive and file

Advisory Committee – June 20, 2024: Unanimously recommended to Watermaster Board to receive and file

Watermaster Board – June 27, 2024:

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 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;*
- *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*

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

- *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 2023 is the eighth annual report prepared by the Watermaster and IEUA for the PBHSP. It documents the collection, analysis, and interpretations of the data and information generated by the PSHSP through September 30, 2023, 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 Water Year 2023 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 and derived from the PBHSC through the prior water year and describes the recommended activities for the subsequent fiscal year as a proposed scope-of-work, schedule, and budget

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

The draft Annual Report for Water Year 2023 was published and distributed on May 1, 2024. Watermaster and IEUA presented the draft report to members of the PBHSC at a meeting on May 8, 2024. A four-week comment period was provided; comments were received and responded to in Appendix D of the Annual Report.

The Report's Main Findings and Recommendations

The main interpretations and findings of the PBHSP Annual Report for Water Year 2023 are:

- Based on the NDVI time series analysis, NDVI spatial change maps, and aerial photos, the quality (greenness) of the riparian habitat vegetation either increased or remained stable across most of the Prado Basin from 2022 to 2023. All observed increases in vegetation greenness were relatively minor and within range of historical one-year changes. These increases occurred during a time of above-average precipitation, slightly cooler temperatures, and historically high stream discharge conditions in Water Year 2023.
- There were three notable areas of decreases in greenness observed from the NDVI and air photos: i) two of the areas are seemingly related to above-average precipitation and the resulting large, persistent conservation pool retained by the Prado Dam and ii) the other area was the result of an undetermined land use change but could be related to the ACOE's Arundo removal actions or OCWD's Sediment Management Demonstration Project. No decreases in greenness were attributed to declining groundwater levels and there is no declining trend in habitat quality attributable to declining groundwater levels during the Peace II Agreement.
- From 2022-2023, groundwater levels at the PBHSP monitoring wells along Chino Creek, Mill Creek, and the Santa Ana River in the Prado Basin increased at most wells as a likely result of the increased precipitation and stream discharge.
- From 2016-2023, groundwater levels throughout most of the riparian vegetation extent in reaches of Chino Creek, Mill Creek and SAR changed within 5 feet, but there are some notable areas of change:
 - The northern portion of Mill Creek just south of monitoring well PB-2 saw groundwater levels decline by about eight feet from 2016-2022, likely due to increased pumping at the Chino Desalter well to the north. During 2023, groundwater levels increased by about four feet, and there has been no observed decline of greenness of the riparian vegetation in this area.
 - At the northernmost reach of Mill Creek near PB-2, the depth to groundwater has declined the most and is at an estimated depth of 10-15ft-bgs in Water Year 2023. Additional declines in groundwater levels in the area could result in adverse impacts to the riparian habitat.
 - Groundwater levels at the northern reach of Chino Creek increased by about ten feet from 2016-2023, likely due to decreased pumping in the area.
 - Groundwater-level declines in the northern reach of the SAR near PB-3 are not a concern for the riparian vegetation because the depth to groundwater in this area is shallow (4 to 8ft-bgs) and is supported by SAR recharge.
- 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 Water Year 2023. The additional monitoring in the northernmost reach of Mill Creek set up in 2022 should continue as well. While the overall threat to riparian vegetation health has decreased despite the aforementioned declines in groundwater levels, it remains important to monitor that threat as well as any potential impacts to the extent and quality of the riparian habitat that could be caused by the lowering of groundwater levels in this area.

The high-frequency monitoring for groundwater elevation, temperature and EC at each pair of PBHSP monitoring wells and nearby surface water field measurements, initiated in 2023, should continue to better characterize groundwater/surface water interactions.

The item was presented at all three Pool Committee meetings on June 13, 2024 and to the Advisory Committee on June 20, 2024 where it was unanimously recommended for the Board to receive and file.

ATTACHMENTS

1. Annual Report of the Prado Basin Habitat Sustainability Program Water Year 2023

CONSENT CALENDAR ITEM I.D.

2023 ANNUAL REPORT OF THE PRADO BASIN HABITAT SUSTAINABILITY PROGRAM

Click on the link below to access the report:

<https://www.cbwm.org/pages/reports/engineering/pbhsc/>



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730

Tel: 909.484.3888 www.cbwm.org

TODD M. CORBIN
General Manager

STAFF REPORT

DATE: June 27, 2024

TO: Board Members

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

SUMMARY:

Issue: Watermaster intends to renew the annual professional services agreement with Applied Computer Technologies to provide continuing software development and database 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 2024/25 budget (which includes account number 6052.2 in the amount of \$91,000) was approved by the Board on May 23, 2024. The contract expenses of \$175/hour have been funded within the FY 2024/25 budget.

Future Consideration

Watermaster Board – June 27, 2024: Approve and authorize the General Manager to execute the contract on behalf of Watermaster.

ACTIONS:

Watermaster Board – June 27, 2024:

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. Human Resources Database
 - a. HR related employee information.
 - b. Job descriptions.
6. 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 2024/25, Watermaster intends to enter another one-year professional services agreement with Applied Computer Technologies (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.

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 software development and SQL database administrator services scope of work for July 1, 2024 to June 30, 2025 are shown in the Scope of Work (Addendum A) – (Attachment 2). As reported above, the budget of \$175/hour for the estimated costs for the FY 2024/25 ongoing services have been included in the approved FY 2024/25 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,” and together with the Watermaster, the “Parties”), effective as of the 1st day of July 2024 (the “Effective Date”).

1. Term of Agreement. This Agreement will become effective as of the Effective Date. This Agreement will terminate on June 30, 2025 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 (the “Services”). The Parties acknowledge that the Services are outside the normal scope of the Watermaster’s Business (as defined below), and that Consultant is customarily engaged in providing such Services to third parties such as the Watermaster. Consultant will coordinate with Todd Corbin as Consultant’s Watermaster contact (the “Watermaster Contact”).
3. Compensation and Terms of Payment.
 - a. Compensation for Services. In compensation for the Services, Watermaster will pay Consultant \$175/hour (the “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 with respect to particular expenses (“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 billable 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 Services, 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 that are not completed as scheduled, are completed unsatisfactorily, are behind schedule, are otherwise performed in an inadequate or untimely fashion, or are not properly documented, each as determined by the Watermaster, with such payments to be released and paid to Consultant promptly if and when the Services are determined by the Watermaster to be satisfactorily completed and properly documented. 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 its obligations (including post-Term 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 the 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 entity(ies) or individual(s), or assign any former employee or contractor of the Watermaster to perform the Services, unless, in any such case, the Watermaster has provided its prior express written approval.
- b. 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. Except as required by applicable law, no federal, state or local taxes of any kind will be withheld or paid by the Watermaster on behalf Consultant and/or its agents. 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. Consultant does not (i) provide management services to the Watermaster or (ii) hold a position as a corporate director or a similar position for the Watermaster. Consultant represents to the

Watermaster that it is not subject to the statutory provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code") and any Treasury Regulations and other interpretive guidance issued thereunder (collectively "Section 409A") because Consultant satisfies the requirements of Treasury Regulation 1.409A-1(f)(2) (the exception to the general definition of "service provider" for certain independent contractors). The Watermaster will issue Consultant an IRS Form 1099 with respect to payments made under this Agreement, and Consultant must promptly provide to the Watermaster 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. No provision of this Agreement will be interpreted or construed to transfer any tax, interest, income inclusion, penalty, or other liability arising from or relating to any liability or obligation imposed on Consultant under the Code or any damages relating to or arising therefrom, including without limitation any tax, interest, income inclusion, penalty, other liability, or damages of Consultant arising from or relating to any liability for failure to comply with any applicable tax obligations, including failure to comply with the requirements of Section 409A, from Consultant to the Watermaster.

- c. 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.
 - d. 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, including the Services contemplated under this Agreement. The Parties acknowledge that all individuals performing Services on behalf of Consultant are solely the employees and/or agents of Consultant. The Watermaster will not be responsible for payments due and owing to any agents of Consultant; provided, however, that in the event Consultant fails timely to pay any such agents, if the Watermaster deems it appropriate to make payments directly to any such 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, procedure or guideline, 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 or time) 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 a regulatory agency or governmental authority; (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 (if applicable) 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 or 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 incurred up to the date of termination and outstanding reimbursable Expenses, 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 (the "Penalty") from Consultant in the amount of thirty (30) days' compensation (calculated as set forth below), which Penalty may be deducted from and offset against outstanding compensation due to Consultant.
- c. Penalty for Failure to Provide Notice. In the event either Party fails to provide notice of termination as required under this Agreement, the other Party will be entitled to recover a Penalty in the amount of the compensation that would have been due for the length of the notice period that was not provided. By way of example, if the Watermaster failed to provide any notice to Consultant, then Consultant would be entitled to recover a Penalty from the Watermaster 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 (or such lesser number of months as this Agreement has been in effect) 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, in the Watermaster's subjective judgment and discretion, 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. Use of Artificial Intelligence. Neither Consultant nor its agents may utilize artificial intelligence (AI), computer-generated preparation of documents or similar technology in performing the Services without, in each particular instance, the prior written consent of the Watermaster.
- c. Compliance with Law and Policies. Consultant and its agents will comply with all federal, state and local laws, rules and regulations applicable to them, 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 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 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.
- d. 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 any qualifications necessary to perform the Services (including as set forth on Addendum A), and will cause its agents to do the same. Consultant and its agents must keep all licensure/certification records fully up to date with the Watermaster, including promptly reporting to the Watermaster any revocation, suspensions, restrictions, censures, or investigations.
- e. 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. To the extent non-Watermaster equipment, systems, 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.

- f. 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, professional 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, such insurance will be excess insurance only. The Watermaster, however, is not required to, and may or may not, include Consultant and/or its agents as additional insureds under any policy the Watermaster maintains on its own behalf, unless otherwise required by applicable law or the terms of the Watermaster's existing insurance policies.
- g. 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.

- h. 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.
- i. 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, agents 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 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.
- j. Non-Recruitment. 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, attempt to induce any then-current employee, contractor or agent to terminate or otherwise diminish its, his or her relationship with the Watermaster.
- k. 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/or 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; plans and proposals; processes and techniques; projects; the identities and contact information of, and details regarding the Watermaster's relationship with, actual and prospective stakeholders, contractors and vendors; fees and charges of the Watermaster; pricing data and related information; applicant and employee personnel 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, stakeholders, directors, officers, 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 individual or entity other than the Watermaster, 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, unless expressly prohibited from doing so by applicable law, 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/or its agents will furnish only such portion of the Confidential Information as, in the written opinion of legal counsel satisfactory to the Watermaster, Consultant and/or

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.

- I. Ownership; Return of Property and Duties upon Termination. All Confidential Information, reports, recommendations, documents, drawings, plans, presentations, specifications, technical data, databases, charts, files 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 and other information 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) subject to record retention obligations, 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 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.
- m. 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.

- n. 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; Marketing and Advertising. 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, employees, contractors, 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 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 of Consultant performing the Services or otherwise, including any claims brought by Consultant's agents arising from or relating to any purported employment relationship or other affiliation and/or the termination thereof, including claims under the California Fair Employment and Housing Act, the California Family Rights Act, the California Government Code, the California Business and Professions Code, the California Paid Sick Leave Law and related local laws, and the California Labor Code, or similar federal statutes, all as amended, for discrimination, harassment, retaliation, workers' compensation, unemployment benefits, unpaid compensation, benefits, misclassification or failure to make withholdings, and any other 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 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 in each case; including, in each of the subsections above, claims and proceedings brought by the Watermaster. 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 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. Consultant's right to indemnification 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 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 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 photograph, likeness and biographical information of Consultant and its agents on any media, now known or later discovered, in connection with 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:

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: Todd Corbin
9641 San Bernardino Road
Rancho Cucamonga, California 91730
Email: tcorbin@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 labor strikes, lockouts, enactment of laws or regulations, civil unrest, pandemics, diseases, measures implemented by 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. This Agreement is entered into and will be governed by and construed and enforced in accordance with the laws of the State of California and the United States as applied to agreements among California residents entered into and to be performed entirely within the State of California. Unless waived by the Watermaster in writing for the particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof will be 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, to the fullest extent permitted by applicable law.
- 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.

- I. 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
Its: President

By: _____
Todd Corbin
Its: General Manager

ADDENDUM A: SCOPE OF WORK

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

- Application Development and Support
- Application Interface Development
- SQL Database Administration
- SharePoint Programming and Support
- SSRS Report Development
- System Interface Development
- Knowledge transfer to new consulting firm
- 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.

In addition, Consultant will provide as-needed on-site services at the Watermaster's offices in Rancho Cucamonga to facilitate interaction with Watermaster staff on the status and scope of the project, ongoing needs, and modifications.

ADDENDUM B: DISCLOSURE OF RESTRICTIVE COVENANTS

Consultant hereby discloses all restrictions to which Consultant and/or its agents who may be performing the Services are or may be subject, including restrictive covenants and non-compete obligations, in order to allow the Watermaster the opportunity to assess any such restrictions and their potential impact on the Watermaster and/or the performance of the Services. Consultant understands that such restrictions may be included in, among other things, confidentiality agreements, consulting agreements, employment agreements, separation agreements, employee handbooks, option agreements, and other types of documents. Consultant agrees to provide copies of the applicable restrictive covenants promptly upon request. Consultant further agrees to update this Disclosure promptly upon any changes to the information provided.

Check one:

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

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

ADDENDUM C:

HANDBOOK POLICIES APPLICABLE TO CONSULTANT

- 2.5 – Equal Employment Opportunity
- 4.6 – Conflicts of Interest
- 4.7 – Confidential Information and Watermaster Records
- 4.13 – Safety
- 4.17 – Use of Company Computers and Other Equipment
- 4.18 – Harassment and Discrimination
- 4.19 – Inspections, Searches and Monitoring
- 4.20 – Right to Search
- 4.21 – Smoking
- 4.22 – Voicemail, E-Mail and Technology
- 4.23 – Social Media
- Appendix B – Substance Abuse Policy

Applied Computer Technologies

BUSINESS SOLUTIONS PROVIDER

June 14, 2024

Edgar Tellez Foster
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 2024-2025

Dear Edgar,

I am pleased to offer continuing software development and database administrator services for Chino Basin Watermaster for the 2024-2025 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
- Knowledge transfer to new consulting firm
- Other technologies as needed.

The exact work to be performed will be identified in coordination with Watermaster staff. In addition, we will provide on-site services at the Watermaster's offices in Rancho Cucamonga as needed to facilitate interaction with Watermaster staff on the status and scope of the project, ongoing needs, and modifications. The hourly rate for this service is \$175 per hour, billed on an as needed basis.

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
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TODD M. CORBIN
General Manager

STAFF REPORT

DATE: June 27, 2024

TO: Board Members

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

SUMMARY:

Issue: Watermaster seeks to enter into a contract with Rauch Communication Consultants, Inc. to aid in the creation of the 47th Annual Report (Fiscal Year 2023/24). 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 23, 2024.

Future Consideration

Watermaster Board – June 27, 2024: Approve and authorized the General Manager to execute the contract on behalf of Watermaster.

ACTIONS:

Watermaster Board – June 27, 2024:

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 engagement for the fiscal year ending June 30, 2024 report. 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 47th Annual Report has been reviewed by staff and is included as Attachment 2. All costs for the 47th Annual Report are included in the approved Fiscal Year 2024/25 budget. The contract amount accepted by Watermaster reflects no increase in costs from the prior year's engagement.

ATTACHMENTS

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

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“Agreement”) is entered into by and between the Chino Basin Watermaster (the “Watermaster”) and Rauch Communication Consultants, Inc. (“Consultant,” and, together with the Watermaster, the “Parties”), effective as of the 22nd day of June, 2024 (the “Effective Date”).

1. Term of Agreement. This Agreement will become effective as of the Effective Date. This Agreement will terminate on June 30, 2025 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), and that Consultant is customarily engaged in providing such Services to third parties such as the Watermaster. Consultant will coordinate with Todd Corbin as Consultant’s Watermaster contact (the “Watermaster Contact”).
3. Compensation and Terms of Payment.
 - a. Compensation for Services. In compensation for the Services, the Watermaster will pay Consultant on a time and materials basis, with a total cost not to exceed \$23,965.00 over the Term of the Agreement (the “Fees”). Current rates are as shown on 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 with respect to particular expenses (“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 billable 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 Services, 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 that are not completed as scheduled, are completed unsatisfactorily, are behind schedule, are otherwise performed in an inadequate or untimely fashion, or are not properly documented, each as determined by the Watermaster, with such payments to be released and paid to Consultant if and when the Services are determined by the Watermaster to be satisfactorily completed and properly documented. 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 its obligations (including post-Term 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 the 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) other than as listed on Addendum A, or assign any former employee or contractor of the Watermaster to perform the Services, unless, in any such case, the Watermaster has provided its prior express written approval.
- b. 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. Except as required by applicable law, no federal, state or local taxes of any kind will be withheld or paid by the Watermaster on behalf of Consultant and/or its agents. 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. Consultant does not (i) provide management services to the Watermaster or (ii) hold a position as a corporate director or a similar position for the Watermaster. Consultant represents to the Watermaster that it is not subject to the statutory provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) and any Treasury Regulations and other interpretive guidance issued thereunder (collectively “Section 409A”) because Consultant satisfies the requirements of Treasury Regulation 1.409A-1(f)(2) (the exception to the general definition of “service provider” for certain independent contractors). The Watermaster will issue Consultant an IRS Form 1099 with respect to payments made under this Agreement, and Consultant must promptly provide to the Watermaster 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. No provision of this Agreement will be interpreted or construed to transfer any tax, interest, income inclusion, penalty, or other liability arising from or relating to any liability or obligation imposed on Consultant under the Code or any damages relating to or arising therefrom, including without limitation any tax, interest, income inclusion, penalty, other liability, or damages of Consultant arising from or relating to any failure to comply with any applicable tax obligations, including failure to comply with the requirements of Section 409A, from Consultant to the Watermaster.

- c. 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.
 - d. 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, including the Services contemplated under this Agreement. The Parties acknowledge that all individuals performing Services on behalf of Consultant are solely the employees and/or agents of Consultant. The Watermaster will not be responsible for payments due and owing to any agents of Consultant; provided, however, that in the event Consultant fails timely to pay any such agents, if the Watermaster deems it appropriate to make payments directly to any 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, procedure or guideline, 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 or time) 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 or governmental 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 (if applicable) 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 or 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 incurred up to the date of termination and outstanding reimbursable Expenses, 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 (the "Penalty") from Consultant in the amount of thirty (30) days' compensation (calculated as set forth below), which Penalty may be deducted from and offset against outstanding compensation due to Consultant.
- c. Penalty for Failure to Provide Notice. In the event either Party fails to provide notice of termination as required under this Agreement, the other Party will be entitled to recover a Penalty in the amount of the compensation that would have

been due for the length of the notice period that was not provided. By way of example, if Consultant failed to provide any notice to the Watermaster, then the Watermaster would be entitled to recover a Penalty from Consultant in the amount of thirty (30) days' compensation. The Penalty amount will be calculated by averaging the fees received during the prior three (3) month period (or such lesser number of months as this Agreement has been in effect) 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, in the Watermaster's subjective judgment and absolute discretion, 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. Use of Artificial Intelligence. Neither Consultant nor its agents may utilize artificial intelligence (AI), computer-generated preparation of documents or similar technology in performing the Services without, in each particular instance, the prior written consent of the Watermaster.
- c. Compliance with Law and Policies. Consultant and its agents will comply with all federal, state and local laws, rules and regulations applicable to them, 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 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 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.
- d. 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 any qualifications necessary to perform the Services, and will cause its agents to do the same. Consultant and its agents must keep all licensure/certification records fully up to date with the Watermaster, including promptly reporting to the Watermaster any revocation, suspensions, restrictions, censures or investigations.

- e. 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. 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.
- f. 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, professional 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, such insurance will be excess insurance only. The Watermaster, however, is not required to, and may or may not, include Consultant and/or its agents as additional insureds under any policy the Watermaster maintains on its own behalf, unless otherwise required by applicable law or the terms of the Watermaster's existing insurance policies.
- g. 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.

- h. 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.
- i. 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, agents 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 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.
- j. Non-Recruitment. 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, attempt to induce any then-current employee, contractor or agent to terminate or otherwise diminish its, his or her relationship with the Watermaster.
- k. Confidential Information. In connection with the performance of the Services, Consultant and/or 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; plans and proposals; processes and techniques; projects; the identities and contact information of, and details regarding the Watermaster's relationship with, actual and prospective stakeholders, contractors and vendors; fees and charges of the Watermaster; pricing data and related information; applicant and employee personnel 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, stakeholders, directors, officers, 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 individual or entity other than the Watermaster, 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, unless expressly precluded from doing so by applicable law, 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.

- l. Ownership; Return of Property and Duties upon Termination. All Confidential Information, reports, recommendations, documents, drawings, plans, presentations, specifications, technical data, databases, charts, files 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 and information 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 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.
- m. 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.

- n. 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, employees, contractors, 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 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 of Consultant performing the Services or otherwise, including any claims brought by Consultant's agents arising from or relating to any purported employment relationship or other affiliation and/or the termination thereof, including claims under the California Fair Employment and Housing Act, the California Family Rights Act, the California Government Code, the California Business and Professions Code, the California Paid Sick Leave Law and related local laws, and the California Labor Code, or similar federal statutes, all as amended, for discrimination, harassment, retaliation, workers' compensation, unemployment benefits, unpaid compensation, benefits, misclassification or failure to make withholdings, and any other 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 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 in each case; including, in each subsection above, claims and proceedings brought by the Watermaster. 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 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. Consultant's right to indemnification does not apply to (i) any proceeding or claims 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 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 prior agreements with the Watermaster, including 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, photograph, likeness and biographical information of Consultant and its agents on any media, now known or later discovered, in connection with 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: Todd Corbin
9641 San Bernardino Road
Rancho Cucamonga, California 91730
Email: TCorbin@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 labor strikes, lockouts, enactment of laws or regulations, civil unrest, pandemics, diseases, measures implemented by 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. This Agreement is entered into and will be governed by and construed and enforced in accordance with the laws of the State of California and the United States as applied to agreements among California residents entered into and to be performed entirely within the State of California. Unless waived by the Watermaster in writing for the particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof will be 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, to the fullest extent permitted by applicable law.
- 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.

- I. 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:

Rauch Communication Consultants LLC

By: Martin Rauch
Martin Rauch
Its: Principal Consultant

Chino Basin Watermaster

By: _____
Todd Corbin
Its: General Manager

ADDENDUM A: SCOPE OF WORK

Consultant will provide Martin Rauch and such other individuals as may be designated from time to time (the "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:

[See attached]

Dynamic Public Outreach, Smart Strategic Planning*For local governments, special districts, and the engineering, environmental and law firms that support them.***DATE:** May 15, 2024**NO OF PAGES:** 3**TO:** Justin Nakano, Water Resources Technical Manager**FROM:** Martin Rauch**RE:** Proposed Costs and Scope + Details of Hours

This document contains our proposed scope of work for the development of the 47th 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 46th 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 47th 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, font sizes are consistent (where practical), and 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, and 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, color correction as needed, text layout, and development of graphics, tables, 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 so as not to exceed the time and materials required by \$23,965.

COST ESTIMATE DETAILS

47th Annual Report Proposal	Senior Consultant	Graphic Design	Writing, Research	Admin. + Production	Subtotal
	\$225	\$105	\$90	\$95	
Hours	7	0	6	0	13
Step 1. Research and coordination	\$1,575	\$0	\$540	\$0	\$2,115
Hours	40	0	12	2	54
Step 2. Outline, write, edit, proof document	\$9,000	\$0	\$1,080	\$190	\$10,270
Hours	7	33	0	1	41
Step 3. Graphic design, select and choose photos, frame appendices	\$1,575	\$3,465	\$0	\$95	\$5,135
Hours	3	30	8	20	61
Step 4. Review, comment and insert appendices with consistent formatting	\$675	\$3,150	\$720	\$1,900	\$6,445
TOTAL	\$12,825	\$6,615	\$2,340	\$2,185	\$23,965

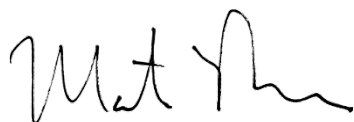
This is an estimated time and materials cost, not to exceed cost. Overall costs may be less. Costs for individual tasks may vary, but the total will not exceed the estimate without advance agreement in writing (email) from the client. No out-of-scope work will be undertaken without prior email approval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

Current Rates. Management and Strategic Planning Consulting for the senior consultants is \$245 per hour. The 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. The graphic designer and webmaster services rate is \$105 per hour. Social media, writing specialist's rate, and project administrator is \$90 to \$95 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 expenses (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 the actual rental car cost plus fuel. For meetings involving travel, the minimum charge is four hours.

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

Sincerely,



Martin Rauch, Principal Consultant
Rauch Communication Consultants, Inc.

ADDENDUM B: DISCLOSURE OF RESTRICTIVE COVENANTS

Consultant hereby discloses all restrictions to which Consultant and/or its agents who may be performing the Services are or may be subject, including restrictive covenants and non-compete obligations, in order to allow the Watermaster the opportunity to assess any such restrictions and their potential impact on the Watermaster and/or the performance of the Services. Consultant understands that such restrictions may be included in, among other things, confidentiality agreements, consulting agreements, employment agreements, separation agreements, employee handbooks, option agreements, and other types of documents. Consultant agrees to provide copies of the applicable restrictive covenants promptly upon request. Consultant further agrees to update this Disclosure promptly upon any changes to the information provided.

Check one:

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

ADDENDUM C: POLICIES APPLICABLE TO CONSULTANT

- 2.5 – Equal Employment Opportunity
- 4.6 – Conflicts of Interest
- 4.7 – Confidential Information and Watermaster Records
- 4.13 – Safety
- 4.17 – Use of Company Computers and Other Equipment
- 4.18 – Harassment and Discrimination
- 4.19 – Inspections, Searches and Monitoring
- 4.20 – Right to Search
- 4.21 – Smoking
- 4.22 – Voicemail, E-Mail and Technology
- 4.23 – Social Media
- Appendix B – Substance Abuse Policy



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: May 15, 2024 **NO OF PAGES:** 3
TO: Justin Nakano, Water Resources Technical Manager
FROM: Martin Rauch **RE:** Proposed Costs and Scope + Details of Hours

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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 www.cbwm.org

TODD M. CORBIN
General Manager

STAFF REPORT

DATE: June 27, 2024

TO: Board Members

SUBJECT: West Yost Associates, Inc. Contract (Business Item II.A.)

SUMMARY:

Issue: Watermaster's current contract with West Yost Associates, Inc. (WY) expires on June 30, 2024. A new contract is proposed to provide services through June 30, 2029. [Normal Course of Business]

Recommendation: Approve and authorize the General Manager to execute the contract on behalf of Watermaster subject to non-substantive changes.

Financial Impact: The new contract will have no additional impact on the approved FY 2024/25 budget as the proposed for FY 2024/25 rates were factored into the development of the project budget.

Future Consideration

Watermaster Board – June 27, 2024: Approval

ACTIONS:

Advisory Committee – June 20, 2024: Provided advice and assistance

Watermaster Board – June 27, 2024:

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

Watermaster contracts with West Yost Associates, Inc. for Engineering services related to enforcement of the Judgment and implementation of the Optimum Basin Management Program (OBMP). WY scope includes among other items, support with Watermaster's reporting requirements, periodic calculation of the safe yield of Chino Basin, assistance with the ongoing monitoring program (water levels, ground levels, water quality, production, Prado Basin habitat, etc.), studies (e.g. salinity study), attendance at various meetings, development of management plans (OBMP, Recharge, Ground Level Movement, etc.).

The current contract between Watermaster and WY was entered into in June 2019 and expires June 30, 2024 (Attachment 1).

DISCUSSION

In considering future engineering services, Watermaster staff reviewed the overall performance of the scope of work by WY (understanding of work, quality of product, timeliness), and found the performance to meet the needs and expectations of Watermaster. In our carrying out our duties of Judgment administration and being good stewards of the parties' resources Watermaster retained the services of PSMJ, a firm specialized in compensation analysis for the architecture, engineering, and construction industries, to study the rates and the cost of switching to a new firm. The conclusions from the study were presented at the May 2024 Advisory Committee and Board meetings, and reflected that Watermaster is getting competitive rates comparable to industry standards and that switching to a new firm would be very costly.

Based on these findings, staff's recommendation is to consider the amended WY contract to establish billing rates for the services provided to Watermaster.

The proposed renewal is for a 5-year period to succeed the current contract. A longer renewal period appears to be more efficient and warranted given that WY services have consistently met or exceeded expectations and there is a value to the continuity of services especially during years where the Chino Valley Model and Safe Yield are being updated. To provide the parties with flexibility in the future, the contract contains a 90-day cancellation clause to protect both sides from a long-term commitment that may become untenable in the future.

The proposed contract (Attachment 3) shows the rates as proposed in the FY 2024/25 approved budget. Rates for subsequent fiscal years will be adjusted as negotiated and approved in the contract.

A redline version (Attachment 4) of the proposed contract highlighting the changes from the previous contract is attached.

Attachments 2-4, at the time of the notice, are still being finalized and will be available on or before the date of the Advisory Committee meeting.

The proposed contract has been reviewed by Watermaster legal counsel including specialized legal review of insurance and risk transfer terms. Additionally, the contract reflects a new requirement of WY to provide Cyber Liability Insurance which provides indemnification of Watermaster digital assets (Chino Valley Model and accompanying data) on consultant equipment and networks.

The Contract was presented to the Advisory Committee on June 20, 2024 for advice and assistance.

ATTACHMENTS

1. Contract for CBWM Engineering Services with WY July 1, 2019 through June 30, 2024
2. Proposed 5-year term contract with WY
3. Proposed rate structure for FY 2024/25
4. Redline version of the Proposed 5 year-term contract with WY

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

CONTRACT
FOR
CHINO BASIN WATERMASTER ENGINEERING SERVICES

THIS CONTRACT (the "Contract"), is by and between the Chino Basin Watermaster (hereinafter referred to as "Watermaster"), and, Wildermuth Environmental, Incorporated, of Lake Forest, California (hereinafter referred to as "Consultant"), for professional engineering services in support of the Watermaster and shall govern the relationship between the parties effective July 1, 2019.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. WATERMASTER CONTRACT MANAGER ASSIGNMENT: All technical direction related to this Contract shall come from the designated Watermaster Contract Manager. Details of the Watermaster's assignment are listed below:

Watermaster Contract Manager: Peter Kavounas
General Manager or designee of
Chino Basin Watermaster
Address: 9641 San Bernardino Road
Rancho Cucamonga, CA 91730
Telephone: (909) 484-3888
Facsimile: (909) 484-3890
Email: pkavounas@cbwm.org

2. CONSULTANT CONTRACT MANAGER ASSIGNMENT: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Consultant Contract Manager: Mark J. Wildermuth
President
Wildermuth Environmental, Inc.
Address: 23692 Birtcher Drive
Lake Forest, California 92630
Telephone: (949) 420-3030
Facsimile: (949) 420-4040
Email: mwildermuth@weewater.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:

1. Task Orders for specific work assignments issued pursuant to this Contract.

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CHINO BASIN WATERMASTER ENGINEERING SERVICES
JULY 1, 2019 THROUGH JUNE 30, 2024

2. Amendments to Contract
3. Contract, General Terms and Conditions.
4. SCOPE OF WORK, SCHEDULE AND SERVICES: Consultant Scope of Work, Schedule, and Services shall be in accordance with specific Task Orders that are issued pursuant to this Contract. Each Task Order will contain a scope of work, description of the deliverables, schedule, fee and the naming of a specific project manager for each Task Order.
5. TERM: The term of this Contract shall extend from July 1, 2019, and terminate on June 30, 2024, and will continue thereafter until one party elects to terminate with 90 days written notice.
6. COMPENSATION: Watermaster shall pay Consultant's properly executed monthly invoices, approved by the Watermaster Contract Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service, which does not meet Watermaster requirements or have proven unacceptable until such service is revised, resubmitted, and accepted by the Watermaster Contract Manager.

The Consultant will submit monthly invoices for each Task Order. Each invoice shall include a cost breakdown, billing message describing the work done during the monthly billing period, itemized material cost and reasonable and customary expenses, including that of other parties retained by Consultant and shall include the current monthly amount, and the cumulative amount invoiced to date. Exhibit A lists the hourly billing rates which will remain constant throughout the term of this contract. Material cost and reasonable expenses shall be submitted with receipts, and will be reimbursed at cost with no markup. Invoices shall not be submitted in advance.

In compensation for the work represented by this Contract, Watermaster shall pay Consultant's invoices up to the total fee established in each Task Order. Consultant shall not be paid for any amount exceeding the Task Order authorized fee, without an amendment to the Task Order.

Watermaster may, at any time, make changes to the scope of work in a Task Order, including additions, reductions, and changes to any or all of the work, as directed in writing by the Watermaster. Such changes shall be made by a written amendment to the Task Order. The Task Order authorized fee and schedule shall be equitably adjusted to account for such changes, and shall be set forth in the written amendment.

7. NO AUTHORITY TO BIND WATERMASTER: Consultant has no authority, right or ability to bind or commit Watermaster in any way or incur any debts or liabilities in the name of or on behalf of Watermaster (including, without limitation, by entering into contracts or agreeing to contract terms) without the express prior written consent of Watermaster in each individual instance, and will not attempt to do so or imply that it may do so. Consultant agrees not to advertise, promote or represent to any third party that Consultant or its agents or employees are the agents or employees of Watermaster. Consultant may represent only that the Parties have an independent contractor relationship pursuant to which Consultant has accepted an opportunity to provide

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CHINO BASIN WATERMASTER ENGINEERING SERVICES
JULY 1, 2019 THROUGH JUNE 30, 2024

Consultant's customary services to Watermaster. Consultant will refrain from using Watermaster's name in any advertisement, promotion, business card, website, or similar manner without Watermaster's prior written consent. Consultant will not add to, delete from or modify any documentation or forms provided by Watermaster, except with the prior written consent of Watermaster.

8. CONTROL OF THE WORK: Consultant shall perform the work described in each Task Order. If performance of the work falls behind schedule, the Consultant shall use best efforts to accelerate the work to comply with the schedule in the Task Order. If the Consultant is unable to accelerate the work, the Consultant shall promptly notify the Watermaster Contract Manager of the delay, the causes of the delay, and submit a proposed revised completion schedule.

9. SERVICES FOR OTHER PARTIES: Consultant shall advise the Watermaster Contract Manager of any services that Consultant proposes to perform for other parties to the Chino Basin Judgment and shall receive written consent (in any form including email) from the Watermaster Contract Manager prior to engaging in such services. Any services contract between Consultant and a party to the Judgment shall contain a provision providing for the termination of the services should a conflict develop between the services and the services provided by Consultant to Watermaster. Notwithstanding the foregoing, Consultant shall not provide services to any party to the Judgment on a matter that will later be subject to Watermaster review. Furthermore, Consultant shall not provide services to the Inland Empire Utilities Agency, nor to the Three Valleys Municipal Water District and Western Municipal Water District to the extent that such services would involve matters within the Chino Basin, except through a services contract with Watermaster and those entities.

In any work for parties other than Watermaster, Consultant may make no representation as to the policy or position of Watermaster, other than as might be found in an existing publicly available document.

10. FITNESS FOR DUTY:
 - A. Fitness: Consultant shall institute steps to attempt to make certain that Consultant's personnel on the Jobsite:
 1. shall report for work in a manner fit to do their job;
 2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Watermaster.

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CHINO BASIN WATERMASTER ENGINEERING SERVICES
JULY 1, 2019 THROUGH JUNE 30, 2024

11. INSURANCE: During the term of this Contract, the Consultant shall maintain in full force and effect, at Consultant's sole expense, the following insurance.

A. Minimum Scope of Insurance:

1. General Liability: \$5,000,000 combined single limit per occurrence for bodily injury (including death), personal injury, property damage owned and non-owned equipment, blanket contractual liability, completed operations, explosion, collapse, underground excavation and removal of lateral support covering the Consultant's performance of the services under this Contract, which coverage shall be at least as broad as Insurance Services Office (ISO) Occurrence form CG 0001. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Automobile liability insurance which coverage shall be at least as broad as ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto), and with a \$5,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits covering its employees in performance of the services under this Contract as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
4. Professional Liability insurance in the amount of \$1,000,000 per occurrence with a \$2,000,000 policy aggregate for protection from claims arising out of Consultant's wrongful acts, negligent actions, errors or omissions in performance of the services under this Contract. This coverage form may be "claims made" and include defense expense within the limit of liability. The policy shall contain a 2-year extended reporting period under which claims can be made for errors or omissions arising from the services.

At the time of the Parties' entrance into this Contract, Consultant maintains insurance coverages that meets these requirements, and Consultant will continue to maintain the insurance coverages for the duration of the Contract. All insurance coverage, as initially provided and as modified or changed, shall be subject to reasonable approval with copies being provided upon the request by Watermaster.

B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention, different from those generally available at reasonable cost, must be declared to and approved by the Watermaster.

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JULY 1, 2019 THROUGH JUNE 30, 2024

C. Other Insurance Provisions: The policies are to contain or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The Watermaster, its officers, officials, employees and volunteers are to be covered as insureds, endorsements as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Watermaster, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects the Watermaster, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Watermaster, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Watermaster, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy and shall include a following form endorsement.

2. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Watermaster. Consultant shall provide thirty (30) days written notice to Watermaster prior to the non-renewal of any policy or policies required by this Contract. The Consultant shall be responsible for requiring and confirming that each sub-consultant and subcontractor meets the minimum insurance requirements specified above. The above insurance coverage shall not limit the indemnification obligations of the

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CHINO BASIN WATERMASTER ENGINEERING SERVICES
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Consultant and the failure to maintain the required coverages shall constitute a material breach of this Contract.

- D. Acceptability of Insurers: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A+. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII.
- E. Verification of Coverage: Consultant shall furnish the Watermaster with certificates of insurance and with original endorsements effecting coverage required by the Watermaster for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Watermaster before work commences. The Watermaster reserves the right to require complete, certified copies of all required insurance policies, at any time.
- F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

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

12. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Watermaster.
- C. Observing Laws and Ordinances: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Watermaster, its officers, employees and agents against any claim or liability arising from or based on the violation

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JULY 1, 2019 THROUGH JUNE 30, 2024

of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.

- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Watermaster Contract Manager.
- E. Indemnification: The Consultant agrees to protect, defend, indemnify and hold harmless the Watermaster, its officers, directors, agents, employees, servants, and volunteers free and harmless from liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons and damage to property, including but not limited to attorneys', paralegal and experts' fees, costs and expenses, which arise out of or result from, directly or indirectly: 1) any and all negligent or omissions or willful misconduct of the Consultant or of any employee, sub-consultant or subcontractor of the Consultant in its performance of the services and obligations pursuant to this Contract (2) the violation of any governmental law or regulation, compliance with which is the responsibility of the Consultant; and (3) the failure, neglect or refusal of the Consultant or of any employee, sub-consultant or subcontractor of Consultant to faithfully perform the services and obligations under the Contract in a manner which meets the applicable standard of care; except for Watermaster's sole negligence or willful misconduct.

In this regard, if Watermaster receives any claim or demand, or suffers any loss for which the Consultant is responsible under the preceding paragraph, Watermaster shall promptly make written notification to the Consultant stating the nature and circumstances of the situation. The Consultant shall investigate and respond to Watermaster's notification of claim in writing within ten (10) business days, stating the Consultant's opinion as to the validity of Watermaster's claim, the causes and responsibility forming the basis for the claim, and intention as to the Consultant's further action toward resolving the claim.

During this period, the Consultant may involve its insurance carrier(s) for advice and counsel, if the Consultant deems appropriate, and shall either refer the entire matter to its insurance carrier and/or work diligently with Watermaster and other involved parties to arrive at a mutually satisfactory resolution. In the event that the matter is referred to the Consultant's insurance carrier, the Consultant's written response shall include the name, address and telephone number of the insurance company contact assigned to Watermaster's claim.

Watermaster shall, at all times, participate and cooperate with the Consultant in resolving any claim. If the Consultant shall fail to respond and take action to protect Watermaster, in Watermaster's reasonable opinion, Watermaster shall have the right, but not the obligation, to undertake the resolution and/or defense of the claim and to compromise or settle (exercising reasonable business judgment) the claim.

- F. Conflict of Interest: No official of the Watermaster who is authorized in such capacity and on behalf of the Watermaster to negotiate, make, accept or approve, or to take part in

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CHINO BASIN WATERMASTER ENGINEERING SERVICES
JULY 1, 2019 THROUGH JUNE 30, 2024

negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.

- G. Equal Opportunity: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- H. Non-Conforming Work and Warranty: Consultant represents and warrants that the deliverables provided in each Task Order shall be adequate to serve the purposes described in each Task Order issued pursuant to the Contract. For a period of not less than one (1) year after completion of a Task Order, Consultant shall, at no additional cost to Watermaster, correct any and all errors in the deliverable. Upon request of Watermaster, Consultant shall correct any such error deemed important by Watermaster in its sole discretion to Watermaster's continued use of the Task Order deliverable pursuant to a schedule jointly agreed to by the Watermaster and the Consultant. The Consultant will use best efforts to correct all errors in a timely manner.
- I. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Watermaster's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et seq., or their successor. Both Watermaster and Consultant waive trial by jury and any appeal except as the appeal is provided below.
 2. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Watermaster shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator. The Watermaster shall have seven (7) calendar days in which to determine if one such person is acceptable.

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CHINO BASIN WATERMASTER ENGINEERING SERVICES
JULY 1, 2019 THROUGH JUNE 30, 2024

- b. In the event that none of the names submitted by Consultant are acceptable to Watermaster, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Watermaster shall submit to Consultant a list of five names of persons acceptable to the Watermaster for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party. If either Watermaster or Consultant desires to appeal the ruling of the arbitrator, then it may utilize this procedure to have a retired appellate judge to decide those issues being appealed in which case the party appealing shall pay the fees and costs of the arbitrator hearing the appeal and each party shall pay its own attorney's fees and costs for the appeal.
3. Joinder in Mediation/Arbitration: The Watermaster may join the Consultant in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Watermaster's representative to the Consultant.
- J. Attorneys' Fees: In the event an action is commenced by a party to this Contract against the other to enforce its rights or obligations arising from this Contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees.
13. OWNERSHIP OF ORIGINAL WORK PRODUCTS CREATED IN THIS CONTRACT. Watermaster shall own all work products that were initially created pursuant to work which was or will be billed to Watermaster by Consultant. This includes, but is not limited to, current and future iterations of the Chino Basin Groundwater Model developed by Consultant. If the Watermaster chooses to use the model itself, have another entity (e.g., another consultant or government entity) use the model or its input files or results, then the Watermaster:
- A. Will assume all liabilities resulting from the use of the model and the reliance on the results of the model;

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CHINO BASIN WATERMASTER ENGINEERING SERVICES
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- B. Will for a period of ten years from the effective date of this Contract provide the Consultant with copies of the final input and output files that Watermaster and/or other entity is relying on.

Consultant may use the model or derivatives of the model for non-Watermaster-related investigations provided that Consultant provides notice to the Watermaster of such investigations.

14. OWNERSHIP OF ORIGINAL WORK PRODUCTS CREATED BY THE CONSULTANT. Work products that remain proprietary to Consultant shall include:

- A. The relational database and supporting software tools collectively called "HydroDaVE"; the Consultant will provide the Watermaster a license to use HydroDaVE during the term of this Contract without cost to the Watermaster.
- B. Any GIS shape files, database files or any other files or work products that were initially developed by Consultant at non-Watermaster expense that were subsequently used by the Consultant in the development of a work product for the Watermaster.

15. Watermaster shall not release to any third party for any reason any work product that is proprietary to the Consultant without prior written permission from the Consultant. The Consultant shall not release to any third party for any reason any work product owned by Watermaster. In regard to the release of the model to third parties, it is presently Watermaster's practice to require any party obtaining access to the model to assume all liabilities resulting from the third party's use of or reliance on its use of the model, and to indemnify both Watermaster and Consultant as to the same.

16. Before Watermaster releases any work product owned by Watermaster to any third party, it shall receive written releases of liability in favor of both Watermaster and Consultant prior to such release.

17. PUBLIC RECORDS POLICY: The Watermaster shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to Consultant.

In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Watermaster shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Watermaster is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant shall, if it decides to pursue such exemption from disclosure, defend and indemnify Watermaster from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

In the event of litigation concerning disclosure of information Watermaster considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Consultant shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If

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CHINO BASIN WATERMASTER ENGINEERING SERVICES
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Watermaster is required to defend an action arising out of a Public Records Act request for any of the information Watermaster has marked "Confidential," "Proprietary," or "Trade Secret," Watermaster shall, if it decides to pursue such exemption from disclosure, defend and indemnify Consultant from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

18. TITLE AND RISK OF LOSS:

A. Documentation: Except as pertains to proprietary work product of the Consultant or stated otherwise in each Task Order, title to the Documentation (Work Products) created in a Task Order shall pass to Watermaster when prepared; however, a copy may be retained by Consultant for its records and internal use.

The Work Products shall not be changed or used for purposes other than those set forth in the Task Order without the prior written approval of Consultant. If Watermaster releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, Watermaster shall do so at its sole risk and discretion, and Watermaster shall indemnify the Consultant against any and all claims and/or damages resulting from or connected with the release of or any third party's use of the Work Products.

B. Material: Unless stated otherwise in each Task Order, title to all Material, field or research equipment, and laboratory equipment, procured or fabricated under the Contract shall pass to Watermaster when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Watermaster-owned equipment of which it has custody. Watermaster shall indemnify the Consultant against any and all claims and/or damages resulting from or connected with the use of all Material, field or research equipment, and laboratory equipment, procured or fabricated under the Contract that are subsequently used by the Watermaster or by third parties.

C. Disposition: Consultant shall dispose of items to which Watermaster has title as directed in writing by the Watermaster Contract Manager.

19. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

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

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Consultant: Mark J. Wildermuth
President
Wildermuth Environmental, Inc.
23692 Birtcher Drive
Lake Forest, CA 92630

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

20. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Watermaster, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Watermaster; except that it may be assigned without such consent to a related entity, an affiliate or wholly owned subsidiary of Consultant; and, any such purported or attempted assignment, transfer or disposal without the prior written consent of the Watermaster shall be null, void and of no legal effect whatsoever.
21. RIGHT TO AUDIT: The Watermaster reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available at the place of business of Consultant within three (3) working days after said records are requested by the Watermaster. Notwithstanding the foregoing, an adjustment may only be requested and a claim made during the term of each Task Order and for one year following its final payment. Following the termination of the claim period then Consultant may destroy its records for such Task Order.
22. INTEGRATION: The Contract Documents represent the entire Contract of the Watermaster and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Watermaster and the Consultant.
23. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
24. TERMINATION FOR CONVENIENCE: Either party has the right to suspend, cancel or terminate this Contract at any time upon thirty (30) days written notice to the other party. In the event of such termination, within 60 days the Consultant shall deliver all work product to Watermaster and Watermaster shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.

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CHINO BASIN WATERMASTER ENGINEERING SERVICES
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25. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
26. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed has been issued to the Consultant on a specific Task Order.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

CHINO BASIN WATERMASTER:

Peter Kavounas


Date

General Manager

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CHINO BASIN WATERMASTER ENGINEERING SERVICES
July 1, 2019 THROUGH JUNE 30, 2024

WILDERMUTH ENVIRONMENTAL, INC.

 6-4-2019

Mark J. Wildermuth,
President / WSE
General Manager

Date

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CHINO BASIN WATERMASTER ENGINEERING SERVICES
July 1, 2019 THROUGH JUNE 30, 2024

Exhibit A
Consulting Engineering Services
Time and Materials Billing Schedule
July 1, 2019 through June 30, 2024

Professional Billing Rates

Professional Level	FY 2019/20 Hourly Rate
Principal III Engineer/Scientist	
Principal III Engineer/Scientist	\$271
Principal II Engineer/Scientist	\$254
Principal I Engineer/Scientist	\$241
Supervising II Engineer/Scientist	\$225
Supervising I Engineer/Scientist	\$219
Senior II Engineer/Scientist	\$196
Senior I Engineer/Scientist	\$184
Staff II Engineer/Scientist	\$159
Staff I Engineer/Scientist	\$148
Technical Editor	\$126
Field Technician	\$80
Administrative Assistant	\$126
Intern	\$65
<p>*Appearance at depositions and expert witness testimony in court — billed at twice the hourly rate listed above for a minimum of eight hours each day. Professional billing rates, other than for Principal III Engineer/Scientist, will be increased in each of FY 2020/21 and 2021/22 by the Bureau of Labor Statistics' Riverside-San Bernardino-Ontario Consumer Price Index. Professional billing rates for FY 2022/23 and FY 2023/24 will be redetermined in May 2022 by Watermaster's General Manager based on economic conditions.</p>	

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CHINO BASIN WATERMASTER ENGINEERING SERVICES
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Other Direct Costs

ODC Type	Cost
Automobiles	Current IRS Rates
Field Vans	\$0.80 per Mile
Tolls	As incurred at prevailing rates
Internal Printing	
8.5x11 Color	\$0.35 each page
11x17 Color	\$0.50 each page
8.5x11 Black & White	\$0.20 each page
11x17 Black & White	\$0.35 each page
Field Equipment	
Aquacalc	\$28 per day
Low Flow Sampling Device	\$75 per day
Precision Water Level Meter	\$19 per day
Pygmy Flow Meter	\$28 per day
Sump Pump	\$24 per day
Water Level Meter	\$32 per day
Water Quality Meter	\$27 per day
Turbidity Meter	\$22 per day
Rental Equipment and All Other ODCs	Passed through with no mark-up

**CONTRACT
FOR
CHINO BASIN WATERMASTER ENGINEERING SERVICES**

THIS CONTRACT (the "Contract") is by and between the Chino Basin Watermaster (hereinafter referred to as "Watermaster"), and, West Yost & Associates, Inc., a California corporation (hereinafter referred to as "Consultant"), for professional engineering services in support of the Watermaster and shall govern the relationship between the parties effective July 1, 2024.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. WATERMASTER CONTRACT MANAGER ASSIGNMENT: All technical direction related to this Contract shall come from the designated Watermaster Contract Manager. Details of the Watermaster's assignment are listed below:

Watermaster Contract Manager: Todd M. Corbin
General Manager or designee of
Chino Basin Watermaster
Address: 9641 San Bernardino Road
Rancho Cucamonga, CA 91730
Telephone: (909) 484-3888
Facsimile: (909) 484-3890
Email: tcorbin@cbwm.org

2. CONSULTANT CONTRACT MANAGER ASSIGNMENT: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Consultant Contract Manager: Charles Duncan
West Yost & Associates
Address: 2020 Research Park Drive
Suite 100
Davis CA 95618
Telephone: (530) 756-5905
Facsimile: (530) 756-5991
Email: cduncan@westyost.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:

1. Task Orders for specific work assignments issued pursuant to this Contract,
2. Amendments to Contract
3. Contract, General Terms and Conditions.

4. SCOPE OF WORK, SCHEDULE, AND SERVICES: Consultant Scope of Work, Schedule, and Services shall be in accordance with specific Task Orders that are issued pursuant to this Contract. Each

Task Order will contain a scope of work, description of the deliverables, schedule, not-to-exceed budget, and the naming of a specific project manager for each Task Order.

5. TERM: The term of this Contract shall extend from July 1, 2024, and terminate on June 30, 2029, and will continue thereafter until one party elects to terminate with 90 days written notice.
6. COMPENSATION: Watermaster shall pay Consultant's properly executed monthly invoices, approved by the Watermaster Contract Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service, which does not meet Watermaster requirements or have proven unacceptable until such service is revised, resubmitted, and accepted by the Watermaster Contract Manager.

The Consultant will submit monthly invoices for each Task Order. Each invoice shall include a cost breakdown, billing message describing the work done during the monthly billing period, itemized material cost and reasonable and customary expenses, including that of other parties retained by Consultant and shall include the current monthly amount, and the cumulative amount invoiced to date. Exhibit A lists the hourly billing rates effective July 1, 2024 through June 30, 2025 (Year 1 rates). Future hourly billing rates will be adjusted according to the following schedule:

- Year 2 (effective July 1, 2025): 5.0 percent increase from Year 1 rates.
- Years 3, 4, and 5 (effective July 1, 2026, 2027, and 2028, respectively): Rates will be increased from the prior year by the greater of (a) 3.0 percent or (b) the average annual increase in the U.S. Bureau of Labor Statistics' Consumer Price Index for the Inland Empire (Riverside-San Bernardino-Ontario) and Orange County (Los Angeles-Long Beach-Anaheim), not to exceed 5.0 percent.

Material cost and reasonable expenses shall be submitted with receipts and will be reimbursed at cost with no markup. Invoices shall not be submitted in advance.

In compensation for the work represented by this Contract, Watermaster shall pay Consultant's invoices up to the total fee established in each Task Order. Consultant shall not be paid for any amount exceeding the Task Order authorized fee, without an amendment to the Task Order and approval by Watermaster.

Watermaster may, at any time, make changes to the scope of work in a Task Order, including additions, reductions, and changes to any or all of the work, as directed in writing by the Watermaster. Such changes shall be made by a written amendment to the Task Order. The Task Order authorized fee and schedule shall be equitably adjusted to account for such changes and shall be set forth in the written amendment.

7. NO AUTHORITY TO BIND WATERMASTER: Consultant has no authority, right or ability to bind or commit Watermaster in any way or incur any debts or liabilities in the name of or on behalf of Watermaster (including, without limitation, by entering into contracts or agreeing to contract terms) without the express prior written consent of Watermaster in each individual instance, and will not attempt to do so or imply that it may do so. Consultant agrees not to advertise, promote, or represent to any third party that Consultant or its agents or employees are the agents or employees of Watermaster. Consultant 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 Watermaster. Consultant will refrain from using Watermaster's name in any advertisement, promotion, business card, website, or similar manner without Watermaster's prior written consent. Consultant will not add to, delete from, or modify any documentation or forms provided by Watermaster, except with the prior written consent of Watermaster.

8. CONTROL OF THE WORK: Consultant shall perform the work described in each Task Order. If performance of the work falls behind schedule, the Consultant shall use best efforts to accelerate the work to comply with the schedule in the Task Order. If the Consultant is unable to accelerate the work, the Consultant shall promptly notify the Watermaster Contract Manager of the delay, the causes of the delay, and submit a proposed revised completion schedule.
9. SERVICES FOR OTHER PARTIES: Consultant shall advise the Watermaster Contract Manager of any services that Consultant proposes to perform for other parties to the Chino Basin Judgment and shall receive written consent (in any form including email) from the Watermaster Contract Manager prior to engaging in such services. Any services contract between Consultant and a party to the Judgment shall contain a provision providing for the termination of the services should a conflict develop between the services and the services provided by Consultant to Watermaster. Notwithstanding the foregoing, Consultant shall not provide services to any party to the Judgment on a matter that will later be subject to Watermaster review unless authorized by Watermaster.

In any work for parties other than Watermaster, Consultant may make no representation as to the policy or position of Watermaster, other than as might be found in an existing publicly available document.

10. FITNESS FOR DUTY:
- A. Fitness: Consultant shall institute steps to attempt to make certain that Consultant's personnel on the Jobsite:
1. shall report for work in a manner fit to do their job;
 2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
 3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Watermaster.
 4. Notify WM of any staff who are assigned to work on WM task orders & have expired/terminated professional licenses or claims being considered by the Licensing Board.
11. INSURANCE: During the term of this Contract, the Consultant shall maintain in full force and effect, at Consultant's sole expense, the following insurance.
- A. Minimum Scope of Insurance:
1. General Liability: Commercial General Liability insurance in the amount of \$5,000,000 combined single limit per occurrence for bodily injury (including death), personal and advertising injury, property damage owned and non-owned equipment, and products and completed operations covering the Consultant's operations under this Agreement, which coverage shall be at least as broad as Insurance Services Office (ISO) Occurrence form CG 00 01. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Automobile liability insurance which coverage shall be at least as broad as ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto), and with a \$5,000,000 combined single limit per accident for bodily injury and property damage.
3. **Workers' Compensation and Employers Liability:** Workers' compensation limits covering its employees in performance of the services under this Contract as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
4. **Professional Liability insurance** in the amount of \$1,000,000 per claim with a \$2,000,000 policy aggregate for protection from claims arising out of Consultant's negligent actions, errors, or omissions in performance of the services under this Contract. This coverage form may be "claims made" and include defense expense within the limit of liability. The policy shall be maintained in force for 5 years by annual renewal or by purchase of an extended reporting period under which claims can be made for errors or omissions arising from the Consultant's negligent services.
5. **Cyber Liability Insurance.** Cyber Liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering (with a sublimit up to \$500,000), infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information.

At the time of the Parties' entrance into this Contract, Consultant maintains insurance coverages that meets these requirements, and Consultant will continue to maintain the insurance coverages for the duration of the Contract. All insurance coverage, as initially provided and as modified or changed, shall be subject to reasonable approval with copies being provided upon the request by Watermaster.

- B. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention, different from those generally available at reasonable cost, must be declared to and approved by the Watermaster.
- C. **Other Insurance Provisions:** The policies are to contain or be endorsed to contain, the following provisions:
 1. **General Liability and Automobile Liability Coverage**
 - a. The Watermaster, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Watermaster, its officers, officials, employees or volunteers.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the Watermaster, its officer, officials, employees and volunteers. Any insurance or self-

insurance maintained by the Watermaster, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Watermaster, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy and shall include a following form endorsement.

2. All Coverages

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be modified, canceled, or not renewed except after thirty (30) days' prior written notice by mail, has been given to the Watermaster. Consultant shall provide thirty (30) days written notice to Watermaster prior to the non-renewal of any policy or policies required by this Contract. The Consultant shall be responsible for requiring and confirming that each sub-consultant and subcontractor meets the minimum insurance requirements specified above. The above insurance coverage shall not limit the indemnification obligations of the Consultant and the failure to maintain the required coverages shall constitute a material breach of this Contract.

- D. Acceptability of Insurers: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A+. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII.
- E. Verification of Coverage: Consultant shall furnish the Watermaster with certificates of insurance and with original endorsements effecting coverage required by the Watermaster for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates (which shall include endorsements) are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Watermaster before work commences. The Watermaster reserves the right to require complete copies of all required insurance policies, at any time.
- F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

Todd M. Corbin
General Manager
Chino Basin Watermaster
tcorbin@cbwm.org

12. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Consultant shall be responsible to the level of competency presently maintained by other practicing professionals performing the same or similar type of work practicing under same or similar circumstances in the State of California ("Standard of Care").
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein and is not an employee of the Watermaster.
- C. Observing Laws and Ordinances: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Watermaster Contract Manager.
- D. Indemnification: The Consultant agrees to defend, indemnify and hold harmless the Watermaster, its officers, directors, employees, servants, and volunteers free and harmless from liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons and damage to property, including but not limited to attorneys', paralegal and experts' fees, costs and expenses, which arise out of or result from, directly or indirectly: 1) any and all negligent or omissions or willful misconduct of the Consultant or of any employee, sub-consultant or subcontractor of the Consultant in its performance of the services and obligations pursuant to this Contract (2) the violation of any governmental law or regulation, compliance with which is the responsibility of the Consultant; and (3) the failure, neglect or refusal of the Consultant or of any employee, sub-consultant or subcontractor of Consultant to faithfully perform the services and obligations under the Contract in a manner which meets the Standard of Care; except for Watermaster's sole negligence or willful misconduct.

In this regard, if Watermaster receives any claim or demand, or suffers any loss for which the Consultant is responsible under the preceding paragraph, Watermaster shall promptly make written notification to the Consultant stating the nature and circumstances of the situation. The Consultant shall investigate and respond to Watermaster's notification of claim in writing within ten (10) business days, stating the Consultant's opinion as to the validity of Watermaster's claim, the causes and responsibility forming the basis for the claim, and intention as to the Consultant's further action toward resolving the claim.

During this period, the Consultant may involve its insurance carrier(s) for advice and counsel, if the Consultant deems appropriate, and shall either refer the entire matter to its insurance carrier and/or work diligently with Watermaster and other involved parties to arrive at a mutually satisfactory resolution. In the event that the matter is referred to the Consultant's insurance carrier, the Consultant's written response shall include the name, address and telephone number of the insurance company contact assigned to Watermaster's claim.

Watermaster shall, at all times, participate and cooperate with the Consultant in resolving any claim. If the Consultant shall fail to respond and take action to protect Watermaster, in Watermaster's reasonable opinion, Watermaster shall have the right, but not the obligation,

to undertake the resolution and/or defense of the claim and to compromise or settle (exercising reasonable business judgment) the claim.

- E. Conflict of Interest: No official of the Watermaster who is authorized in such capacity and on behalf of the Watermaster to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- F. Equal Opportunity: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- G. Non-Conforming Work and Obligation: Consultant represents, agrees and confirms that the deliverables provided in each Task Order shall be adequate to serve the purposes described in each Task Order issued pursuant to the Contract. For a period of not less than one (1) year after completion of a Task Order, Consultant shall, at no additional cost to Watermaster, correct errors in the deliverable not consistent with the applicable Standard of Care. Upon request of Watermaster, Consultant shall correct any such error deemed important by Watermaster in its sole discretion to Watermaster's continued use of the Task Order deliverable pursuant to a schedule jointly agreed to by the Watermaster and the Consultant. The Consultant will use best efforts to correct all errors in a timely manner.
- H. Disputes:
 - 1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Watermaster's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et seq., or their successor. Both Watermaster and Consultant waive trial by jury and any appeal except as the appeal is provided below.
 - 2. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Watermaster shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator. The Watermaster shall have seven (7) calendar days in which to determine if one such person is acceptable.
 - b. In the event that none of the names submitted by Consultant are acceptable to Watermaster, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Watermaster shall submit to Consultant a list of five names of persons acceptable to the Watermaster for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.

- c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party. If either Watermaster or Consultant desires to appeal the ruling of the arbitrator, then it may utilize this procedure to have a retired appellate judge to decide those issues being appealed in which case the party appealing shall pay the fees and costs of the arbitrator hearing the appeal and each party shall pay its own attorney's fees and costs for the appeal.
 3. Joinder in Mediation/Arbitration: The Watermaster may join the Consultant in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Watermaster's representative to the Consultant.
 - I. Attorneys' Fees: In the event an action is commenced by a party to this Contract against the other to enforce its rights or obligations arising from this Contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees.
13. OWNERSHIP OF ORIGINAL WORK PRODUCTS CREATED IN THIS CONTRACT. Watermaster shall own all work products that were initially created pursuant to work which was or will be billed to Watermaster by Consultant. This includes, but is not limited to, current and future iterations of the Chino Basin Groundwater Model developed by Consultant. If the Watermaster chooses to use the model itself, have another entity (e.g., another consultant or government entity) use the model or its input files or results, then the Watermaster:
- A. Will assume all liabilities resulting from the use of the model and the reliance on the results of the model;
 - B. Will for a period of ten years from the effective date of this Contract provide the Consultant with copies of the final input and output files that Watermaster and/or other entity is relying on.
- Consultant may use the model or derivatives of the model for non-Watermaster-related investigations provided that Consultant acquires written approval from Watermaster.
14. OWNERSHIP OF ORIGINAL WORK PRODUCTS CREATED BY THE CONSULTANT. Work products that remain proprietary to Consultant shall include:
- A. The relational database and supporting software tools currently called "HydroDaVE"; the Consultant will provide the Watermaster a license to use HydroDaVE during the term of this Contract without cost to the Watermaster.
 - B. Any GIS shape files, database files or any other files or work products that were initially developed by Consultant at non-Watermaster expense that were subsequently used by the Consultant in the development of a work product for the Watermaster.

15. RELEASE OF WORK PRODUCTS.

- A. Watermaster shall not release to any third party for any reason any work product that is proprietary to the Consultant without prior written permission from the Consultant.
- B. The Consultant shall not release to any third party for any reason any work product owned by Watermaster unless authorized by Watermaster.

16. Before Watermaster releases any work product owned by Watermaster to any third party, it shall receive written releases of liability in favor of both Watermaster and Consultant prior to such release.

17. PUBLIC RECORDS POLICY: The Watermaster shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to Consultant.

In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Watermaster shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Watermaster is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant shall, if it decides to pursue such exemption from disclosure, defend and indemnify Watermaster from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

In the event of litigation concerning disclosure of information Watermaster considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Consultant shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Watermaster is required to defend an action arising out of a Public Records Act request for any of the information Watermaster has marked "Confidential," "Proprietary," or "Trade Secret," Watermaster shall, if it decides to pursue such exemption from disclosure, defend and indemnify Consultant from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

18. IDLE AND RISK OF LOSS:

- A. Documentation: Except as pertains to proprietary work product of the Consultant or stated otherwise in each Task Order, title to the Documentation (Work Products) created in a Task Order shall pass to Watermaster when prepared; however, a copy may be retained by Consultant for its records and internal use.

The Work Products shall not be changed or used for purposes other than those set forth in the Task Order without the prior written approval of Consultant. If Watermaster releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, Watermaster shall do so at its sole risk and discretion, and Watermaster shall indemnify the Consultant against any and all claims and/or damages resulting from or connected with the release of or any third party's use of the Work Products.

- B. Material: Unless stated otherwise in each Task Order, title to all Material, field or research equipment, and laboratory equipment, procured or fabricated under the Contract shall pass to Watermaster when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Annually, Consultant shall provide Watermaster a list of equipment procured or disposed of worth \$5,000 or more per item. Consultant shall have risk of loss of

any Material or Watermaster- owned equipment of which it has custody. Watermaster shall indemnify the Consultant against any and all claims and/or damages resulting from or connected with the use of all Material, field or research equipment, and laboratory equipment, procured or fabricated under the Contract that are subsequently used by the Watermaster or by third parties.

C. Disposition: Consultant shall dispose of items to which Watermaster has title as directed in writing by the Watermaster Contract Manager.

19. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Watermaster: Todd M. Corbin
General Manager
Chino Basin Watermaster
9641 San Bernardino
Road Rancho Cucamonga, CA 91730

Consultant: Charles Duncan
President
West Yost & Associates
2020 Research Park Drive
Suite 100
Davis, California 95618

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

20. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Watermaster, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Watermaster; except that it may be assigned without such consent to a related entity, an affiliate or wholly owned subsidiary of Consultant; and, any such purported or attempted assignment, transfer or disposal without the prior written consent of the Watermaster shall be null, void and of no legal effect whatsoever.

21. RIGHT TO AUDIT: The Watermaster reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available at the place of business of Consultant within three (3) working days after said records are requested by the Watermaster. Notwithstanding the foregoing, an adjustment may only be requested, and a claim made during the term of each Task Order and for one year following its final payment. Following the termination of the claim period then Consultant may destroy its records for such Task Order.

22. INTEGRATION: The Contract Documents represent the entire Contract of the Watermaster and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This

CHINO BASIN WATERMASTER ENGINEERING SERVICES
JULY 1, 2024 THROUGH JUNE 30, 2029

Contract may not be modified, altered or amended except by written mutual agreement by the Watermaster and the Consultant.

23. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
24. TERMINATION FOR CONVENIENCE: Either party has the right to suspend, cancel or terminate this Contract at any time upon thirty (30) days written notice to the other party. In the event of such termination, within 60 days the Consultant shall deliver all work product to Watermaster and Watermaster shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
25. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control, e.g., war, riots, strikes, pandemics, natural disasters, etcetera.
26. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed has been issued to the Consultant on a specific Task Order.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

CHINO BASIN WATERMASTER:

Todd M. Corbin
General Manager

June XX, 2024
Date

WEST YOST & ASSOCIATES, INC.

Charles Duncan
President

June 19, 2024
Date



Fiscal Year 2024/25 Billing Rate Schedule Chino Basin Watermaster

(Effective July 1, 2024, through June 30, 2025)*



POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$355
Engineer/Scientist/Geologist Manager I / II	\$335 / \$351
Principal Engineer/Scientist/Geologist I / II	\$302 / \$322
Senior Engineer/Scientist/Geologist I / II	\$272 / \$286
Associate Engineer/Scientist/Geologist I / II	\$226 / \$243
Engineer/Scientist/Geologist I / II	\$176 / \$205
Engineering Aide	\$106
Field Monitoring Services	\$131
Administrative I / II / III / IV	\$97 / \$121 / \$145 / \$160
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$349 / \$351
Principal Tech Specialist I / II	\$320 / \$331
Senior Tech Specialist I / II	\$293 / \$306
Senior GIS Analyst	\$265
GIS Analyst	\$251
Technical Specialist I / II / III / IV	\$187 / \$213 / \$239 / \$267
Technical Analyst I / II	\$134 / \$160
Technical Analyst Intern	\$108
Cross-Connection Control Specialist I / II / III / IV	\$140 / \$151 / \$170 / \$189
CAD Manager	\$211
CAD Designer I / II	\$164 / \$185
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$338
Construction Manager I / II / III / IV	\$201 / \$215 / \$228 / \$289
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$181 / \$201 / \$224 / \$232
Apprentice Inspector	\$164
CM Administrative I / II	\$87 / \$118
Field Services	\$232

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at actual cost.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at actual cost.
- Subconsultants will be billed at actual cost.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

Fiscal Year 2024/25 Billing Rate Schedule Chino Basin Watermaster

(Effective July 1, 2024, through June 30, 2025)*



Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1.02 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually

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FOR
CHINO BASIN WATERMASTER ENGINEERING SERVICES

THIS CONTRACT (the "Contract") is by and between the Chino Basin Watermaster (hereinafter referred to as "Watermaster"), and, ~~Wildermuth Environmental, Incorporated, of Lake Forest,~~ West Yost & Associates, Inc., a California corporation (hereinafter referred to as "Consultant"), for professional engineering services in support of the Watermaster and shall govern the relationship between the parties effective July 1, ~~2019~~2024.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

- 1. ~~_____~~ WATERMASTER CONTRACT MANAGER ASSIGNMENT: All technical direction related to this Contract shall come from the designated Watermaster Contract Manager. Details of the Watermaster's assignment are listed below:

~~Watermaster Contract Manager: Peter Kavounas
General Manager or designee of
Chino Basin Watermaster
Address: 9641 San Bernardino Road Rancho
Cucamonga, CA 91730
Telephone: (909) 484-3888
Facsimile: (909) 484-3890
Email: pkavounas@cbwm.org~~

Watermaster Contract Manager: Todd M. Corbin
General Manager or designee of
Chino Basin Watermaster
Address: 9641 San Bernardino Road
Rancho Cucamonga, CA 91730
Telephone: (909) 484-3888
Facsimile: (909) 484-3890
Email: tcorbin@cbwm.org

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2. CONSULTANT CONTRACT MANAGER ASSIGNMENT: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

~~Consultant Contract Manager: Mark J. Wildermuth~~

~~President~~

~~Wildermuth Environmental, Inc.~~

~~Address: 23692 Birtcher Drive~~

~~Lake Forest, California 92630~~

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Telephone: ~~(949) 420-3030~~

Facsimile: ~~(949) 420-4040~~

Email: ~~mwildermuth@weewater.com~~

Consultant Contract Manager: Charles Duncan
West Yost & Associates
Address: 2020 Research Park Drive
Suite 100
Davis CA 95618
Telephone: (530) 756-5905
Facsimile: (530) 756-5991
Email: cduncan@westyost.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
 1. Task Orders for specific work assignments issued pursuant to this Contract.
 2. Amendments to Contract
 3. Contract, General Terms and Conditions.
4. SCOPE OF WORK, SCHEDULE, AND SERVICES: Consultant Scope of Work, Schedule, and Services shall be in accordance with specific Task Orders that are issued pursuant to this Contract. Each Task Order will contain a scope of work, description of the deliverables, schedule, ~~feenot-to-exceed budget~~, and the naming of a specific project manager for each Task Order.
5. TERM: The term of this Contract shall extend from July 1, ~~2019~~2024, and terminate on June 30, ~~2024~~2029, and will continue thereafter until one party elects to terminate with 90 days written notice.
6. COMPENSATION: Watermaster shall pay Consultant's properly executed monthly invoices, approved by the Watermaster Contract Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service, which does not meet Watermaster requirements or have proven unacceptable until such service is revised, resubmitted, and accepted by the Watermaster Contract Manager.

The Consultant will submit monthly invoices for each Task Order. Each invoice shall include a cost breakdown, billing message describing the work done during the monthly billing period, itemized material cost and reasonable and customary expenses, including that of other parties retained by Consultant and shall include the current monthly amount, and the cumulative amount invoiced to date. Exhibit A lists the hourly billing rates ~~which will remain constant throughout the term of this contract. Material cost and reasonable expenses shall be submitted with receipts, and will be~~

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~~reimbursed at cost with no markup, effective July 1, 2024 through June 30, 2025 (Year 1 rates). Future hourly billing rates will be adjusted according to the following schedule: Invoices shall not be submitted in advance.~~

- Year 2 (effective July 1, 2025): 5.0 percent increase from Year 1 rates.
- Years 3, 4, and 5 (effective July 1, 2026, 2027, and 2028, respectively): Rates will be increased from the prior year by the greater of (a) 3.0 percent or (b) the average annual increase in the U.S. Bureau of Labor Statistics' Consumer Price Index for the Inland Empire (Riverside-San Bernardino-Ontario) and Orange County (Los Angeles-Long Beach-Anaheim), not to exceed 5.0 percent.

Material cost and reasonable expenses shall be submitted with receipts and will be reimbursed at cost with no markup. Invoices shall not be submitted in advance.

In compensation for the work represented by this Contract, Watermaster shall pay Consultant's invoices up to the total fee established in each Task Order. Consultant shall not be paid for any amount exceeding the Task Order authorized fee, without an amendment to the Task Order and approval by Watermaster.

Watermaster may, at any time, make changes to the scope of work in a Task Order, including additions, reductions, and changes to any or all of the work, as directed in writing by the Watermaster. Such changes shall be made by a written amendment to the Task Order. The Task Order authorized fee and schedule shall be equitably adjusted to account for such changes, and shall be set forth in the written amendment.

7. NO AUTHORITY TO BIND WATERMASTER: Consultant has no authority, right or ability to bind or commit Watermaster in any way or incur any debts or liabilities in the name of or on behalf of Watermaster (including, without limitation, by entering into contracts or agreeing to contract terms) without the express prior written consent of Watermaster in each individual instance, and will not attempt to do so or imply that it may do so. Consultant agrees not to advertise, promote, or represent to any third party that Consultant or its agents or employees are the agents or employees of Watermaster. Consultant 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 Watermaster. Consultant will refrain from using Watermaster's name in any advertisement, promotion, business card, website, or similar manner without Watermaster's prior written consent. Consultant will not add to, delete from, or modify any documentation or forms provided by Watermaster, except with the prior written consent of Watermaster.
8. CONTROL OF THE WORK: Consultant shall perform the work described in each Task Order. If performance of the work falls behind schedule, the Consultant shall use best efforts to accelerate the work to comply with the schedule in the Task Order. If the Consultant is unable to accelerate the work, the Consultant shall promptly notify the Watermaster Contract Manager of the delay, the causes of the delay, and submit a proposed revised completion schedule.
9. SERVICES FOR OTHER PARTIES: Consultant shall advise the Watermaster Contract Manager of any services that Consultant proposes to perform for other parties to the Chino Basin Judgment and shall receive written consent (in any form including email) from the Watermaster Contract Manager prior to engaging in such services. Any services contract between Consultant and a party to the Judgment

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shall contain a provision providing for the termination of the services should a conflict develop between the services and the services provided by Consultant to Watermaster. Notwithstanding the foregoing, Consultant shall not provide services to any party to the Judgment on a matter that will later be subject to Watermaster review. ~~Furthermore, Consultant shall not provide services to the Inland Empire Utilities Agency, nor to the Three Valleys Municipal Water District and Western Municipal Water District to the extent that such services would involve matters within the Chino Basin, except through a services contract with Watermaster and those entities. unless authorized by Watermaster.~~

In any work for parties other than Watermaster, Consultant may make no representation as to the policy or position of Watermaster, other than as might be found in an existing publicly available document.

10. FITNESS FOR DUTY:

A. Fitness: Consultant shall institute steps to attempt to make certain that Consultant's personnel on the Jobsite:

1. shall report for work in a manner fit to do their job;
2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Watermaster.

4. Notify WM of any staff who are assigned to work on WM task orders & have expired/terminated professional licenses or claims being considered by the Licensing Board.

11. INSURANCE: During the term of this Contract, the Consultant shall maintain in full force and effect, at Consultant's sole expense, the following insurance.

A. Minimum Scope of Insurance:

1. General Liability: Commercial General Liability insurance in the amount of \$5,000,000 combined single limit per occurrence for bodily injury (including death), personal and advertising injury, property damage owned and non-owned equipment, blanket contractual liability, and products and completed operations, explosion, collapse, underground excavation and removal of lateral support covering the Consultant's performance of the services operations under this Contract Agreement, which coverage shall be at least as broad as Insurance Services Office (ISO) Occurrence form CG ~~0001~~00 01. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: Automobile liability insurance which coverage shall be at least as broad as ISO Business Auto Coverage (Form CA 0001), covering Symbol ~~1~~1 (any auto), and with a \$5,000,000 combined single limit per accident for bodily injury and property damage.

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3. Workers' Compensation and Employers Liability: Workers' compensation limits covering its employees in performance of the services under this Contract as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.
4. Professional Liability insurance in the amount of \$1,000,000 per ~~occurrence claim~~ with a \$2,000,000 policy aggregate for protection from claims arising out of Consultant's ~~wrongful acts,~~ negligent actions, errors, or omissions in performance of the services under this Contract. This coverage form may be "claims made" and include defense expense within the limit of liability. The policy shall ~~contain a 2-year~~ be maintained in force for 5 years by annual renewal or by purchase of an extended reporting period under which claims can be made for errors or omissions arising from the Consultant's negligent services.
5. Cyber Liability Insurance. Cyber Liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering (with a sublimit up to \$500,000), infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information.

At the time of the Parties' entrance into this Contract, Consultant maintains insurance coverages that meets these requirements, and Consultant will continue to maintain the insurance coverages for the duration of the Contract. All insurance coverage, as initially provided and as modified or changed, shall be subject to reasonable approval with copies being provided upon the request by Watermaster.

- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention, different from those generally available at reasonable cost, must be declared to and approved by the Watermaster.
- C. Other Insurance Provisions: The policies are to contain or be endorsed to contain, the following provisions:
 1. General Liability and Automobile Liability Coverage
 - a. The Watermaster, its officers, officials, employees and volunteers are to be covered as additional insureds, ~~endorsements~~ as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Watermaster, its officers, officials, employees or volunteers.
 - b. The Consultant's insurance coverage shall be primary insurance as respects the Watermaster, its officer, officials, employees and volunteers. Any insurance or self-

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insurance maintained by the Watermaster, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Watermaster, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy and shall include a following form endorsement.

2. All Coverages

Each insurance policy required by this ~~contract~~Contract shall be endorsed to state that coverage shall not be ~~suspended, voided~~modified, canceled ~~by either party, reduced in coverage, or in limits~~not renewed except ~~a-er~~after thirty (30) days' prior written notice by ~~certified mail, return receipt requested~~, has been given to the Watermaster. Consultant shall provide thirty (30) days written notice to Watermaster prior to the non-renewal of any policy or policies required by this Contract. The Consultant shall be responsible for requiring and confirming that each sub-consultant and subcontractor meets the minimum insurance requirements specified above. The above insurance coverage shall not limit the indemnification obligations of the Consultant and the failure to maintain the required coverages shall constitute a material breach of this Contract.

- D. Acceptability of Insurers: With the exception of Professional Liability Insurance, all insurance is to be placed with insurers with a Best's rating of no less than A+. Professional Liability Insurance is to be placed with insurers with a Best's rating of no less than B:VII.
- ~~A.~~ Verification of Coverage: Consultant shall furnish the Watermaster with certificates of insurance and with original endorsements effecting coverage required by the Watermaster for themselves and all subcontractors prior to commencing work or allowing any subcontractor to commence work under any subcontract. The certificates ~~and~~
- E. ~~(which shall include~~ endorsements ~~for each insurance policy)~~ are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Watermaster before work commences. The Watermaster reserves the right to require complete, ~~certified~~ copies of all required insurance policies, at any time.
- F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

~~Peter Kavounas~~ Todd M. Corbin

General Manager

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

tcorbin@cbwm.org

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12. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work, practicing under same or similar circumstances in the State of California ("Standard of Care").
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Watermaster.
- ~~E. Observing Laws and Ordinances: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Watermaster, its officers, employees and agents against any claim or liability arising from or based on the violation~~

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~~of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.~~

- C. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Watermaster Contract Manager.
- D. Indemnification: The Consultant agrees to ~~protect~~, defend, indemnify and hold harmless the Watermaster, its officers, directors, ~~agents~~, employees, servants, and volunteers free and harmless from liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons and damage to property, including but not limited to attorneys', paralegal and experts' fees, costs and expenses, which arise out of or result from, directly or indirectly: 1) any and all negligent or omissions or willful misconduct of the Consultant or of any employee, sub-consultant or subcontractor of the Consultant in its performance of the services and obligations pursuant to this Contract (2) the violation of any governmental law or regulation, compliance with which is the responsibility of the Consultant; and (3) the failure, neglect or refusal of the Consultant or of any employee, sub-consultant or subcontractor of Consultant to faithfully perform the services and obligations under the Contract in a manner which meets the ~~applicable standard~~Standard of ~~care~~Care; except for Watermaster's sole negligence or willful misconduct.

In this regard, if Watermaster receives any claim or demand, or suffers any loss for which the Consultant is responsible under the preceding paragraph, Watermaster shall promptly make written notification to the Consultant stating the nature and circumstances of the situation. The Consultant shall investigate and respond to Watermaster's notification of claim in writing within ten (10) business days, stating the Consultant's opinion as to the validity of Watermaster's claim, the causes and responsibility forming the basis for the claim, and intention as to the Consultant's further action toward resolving the claim.

During this period, the Consultant may involve its insurance carrier(s) for advice and counsel, if the Consultant deems appropriate, and shall either refer the entire matter to its insurance carrier and/or work diligently with Watermaster and other involved parties to arrive at a mutually satisfactory resolution. In the event that the matter is referred to the Consultant's insurance carrier, the Consultant's written response shall include the name, address and telephone number of the insurance company contact assigned to Watermaster's claim.

Watermaster shall, at all times, participate and cooperate with the Consultant in resolving any claim. If the Consultant shall fail to respond and take action to protect Watermaster, in Watermaster's reasonable opinion, Watermaster shall have the right, but not the obligation, to undertake the resolution and/or defense of the claim and to compromise or settle (exercising reasonable business judgment) the claim.

- E. Conflict of Interest: No official of the Watermaster who is authorized in such capacity and on behalf of the Watermaster to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.

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- F. Equal Opportunity: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- G. Non-Conforming Work and Warranty Obligation: Consultant represents, agrees and warrants confirms that the deliverables provided in each Task Order shall be adequate to serve the purposes described in each Task Order issued pursuant to the Contract. For a period of not less than one (1) year after completion of a Task Order, Consultant shall, at no additional cost to Watermaster, correct ~~any and all~~ errors in the deliverable not consistent with the applicable Standard of Care. Upon request of Watermaster, Consultant shall correct any such error deemed important by Watermaster in its sole discretion to Watermaster's continued use of the Task Order deliverable pursuant to a schedule jointly agreed to by the Watermaster and the Consultant. The Consultant will use best efforts to correct all errors in a timely manner.
- H. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Watermaster's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et seq., or their successor. Both Watermaster and Consultant waive trial by jury and any appeal except as the appeal is provided below.
 2. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Watermaster shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator. The Watermaster shall have seven (7) calendar days in which to determine if one such person is acceptable.
 - b. In the event that none of the names submitted by Consultant are acceptable to Watermaster, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Watermaster shall submit to Consultant a list of five names of persons acceptable to the Watermaster for ~~ap- pointment~~ appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If ~~a-er~~after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable

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attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party. If either Watermaster or Consultant desires to appeal the ruling of the arbitrator, then it may utilize this procedure to have a retired appellate judge to decide those issues being appealed in which case the party appealing shall pay the fees and costs of the arbitrator hearing the appeal and each party shall pay its own attorney's fees and costs for the appeal.

3. Joinder in Mediation/Arbitration: The Watermaster may join the Consultant in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Watermaster's representative to the Consultant.

I. Attorneys' Fees: In the event an action is commenced by a party to this Contract against the other to enforce its rights or obligations arising from this Contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees.

13. OWNERSHIP OF ORIGINAL WORK PRODUCTS CREATED IN THIS CONTRACT. Watermaster shall own all work products that were initially created pursuant to work which was or will be billed to Watermaster by Consultant. This includes, but is not limited to, current and future iterations of the Chino Basin Groundwater Model developed by Consultant. If the Watermaster chooses to use the model itself, have another entity (e.g., another consultant or government entity) use the model or its input files or results, then the Watermaster:

- A. Will assume all liabilities resulting from the use of the model and the reliance on the results of the model;
- B. Will for a period of ten years from the effective date of this Contract provide the Consultant with copies of the final input and output files that Watermaster and/or other entity is relying on.

Consultant may use the model or derivatives of the model for non-Watermaster-related investigations provided that Consultant ~~provides notice to the~~acquires written approval from Watermaster~~of such investigations~~.

14. OWNERSHIP OF ORIGINAL WORK PRODUCTS CREATED BY THE CONSULTANT. Work products that remain proprietary to Consultant shall include:

- A. The relational database and supporting software tools ~~collectively~~currently called "HydroDaVE"; the Consultant will provide the Watermaster a license to use HydroDaVE during the term of this Contract without cost to the Watermaster.

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- B. Any GIS shape files, database files or any other files or work products that were initially developed by Consultant at non-Watermaster expense that were subsequently used by the Consultant in the development of a work product for the Watermaster.

15. RELEASE OF WORK PRODUCTS.

- A. Watermaster shall not release to any third party for any reason any work product that is proprietary to the Consultant without prior written permission from the Consultant.
- B. The Consultant shall not release to any third party for any reason any work product owned by Watermaster. ~~In regard to the release of the model to third parties, it is presently Watermaster's practice to require any party obtaining access to the model to assume all liabilities resulting from the third party's use of or reliance on its use of the model, and to indemnify both Watermaster and Consultant as to the same, unless authorized by Watermaster.~~

15-16. Before Watermaster releases any work product owned by Watermaster to any third party, it shall receive written releases of liability in favor of both Watermaster and Consultant prior to such release.

16-17. PUBLIC RECORDS POLICY: The Watermaster shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to Consultant.

In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Watermaster shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Watermaster is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant shall, if it decides to pursue such exemption from disclosure, defend and indemnify Watermaster from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

In the event of litigation concerning disclosure of information Watermaster considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Consultant shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Watermaster is required to defend an action arising out of a Public Records Act request for any of the information Watermaster has marked "Confidential," "Proprietary," or "Trade Secret," Watermaster shall, if it decides to pursue such exemption from disclosure, defend and indemnify Consultant from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

17-18. IDLE AND RISK OF LOSS:

- A. Documentation: Except as pertains to proprietary work product of the Consultant or stated otherwise in each Task Order, title to the Documentation (Work Products) created in a Task Order shall pass to Watermaster when prepared; however, a copy may be retained by Consultant for its records and internal use.

The Work Products shall not be changed or used for purposes other than those set forth in the Task Order without the prior written approval of Consultant. If Watermaster releases the Work

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Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, Watermaster shall do so at its sole risk and discretion, and Watermaster shall indemnify the Consultant against any and all claims and/or damages resulting from or connected with the release of or any third party's use of the Work Products.

- B. Material: Unless stated otherwise in each Task Order, title to all Material, field or research equipment, and laboratory equipment, procured or fabricated under the Contract shall pass to Watermaster when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Annually, Consultant shall provide Watermaster a list of equipment procured or disposed of worth \$5,000 or more per item. Consultant shall have risk of loss of any Material or Watermaster- owned equipment of which it has custody. Watermaster shall indemnify the Consultant against any and all claims and/or damages resulting from or connected with the use of all Material, field or research equipment, and laboratory equipment, procured or fabricated under the Contract that are subsequently used by the Watermaster or by third parties.
- C. Disposition: Consultant shall dispose of items to which Watermaster has title as directed in writing by the Watermaster Contract Manager.

18-19. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Watermaster: ~~Peter Kavounas~~ Todd M. Corbin

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

Consultant: ~~Mark J. Wildermuth~~ Charles Duncan

President
~~Wildermuth Environmental, Inc. 23692 Birtcher~~ West Yost & Associates
2020 Research Park Drive
Lake Forest, CA 92630

Suite 100
Davis, California 95618

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

19-20. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Watermaster, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Watermaster; except that it may be assigned without such consent to a related entity,

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an affiliate or wholly owned subsidiary of Consultant; and, any such purported or attempted assignment, transfer or disposal without the prior written consent of the Watermaster shall be null, void and of no legal effect whatsoever.

20-21. **RIGHT TO AUDIT:** The Watermaster reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available at the place of business of Consultant within three (3) working days after said records are requested by the Watermaster. Notwithstanding the foregoing, an adjustment may only be requested, and a claim made during the term of each Task Order and for one year following its final payment. Following the termination of the claim period then Consultant may destroy its records for such Task Order.

21-22. **INTEGRATION:** The Contract Documents represent the entire Contract of the Watermaster and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Watermaster and the Consultant.

22-23. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.

23-24. **TERMINATION FOR CONVENIENCE:** Either party has the right to suspend, cancel or terminate this Contract at any time upon thirty (30) days written notice to the other party. In the event of such termination, within 60 days the Consultant shall deliver all work product to Watermaster and Watermaster shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.

24-25. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control, e.g., war, riots, strikes, pandemics, natural disasters, etcetera.

25-26. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed has been issued to the Consultant on a specific Task Order.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

CHINO BASIN WATERMASTER:

Peter Kavounas _____ Date

CONTRACT

Todd M. Corbin June XX, 2024
General Manager Date

CONTRACT

CHINO BASIN WATERMASTER ENGINEERING SERVICES July 1, 2019
THROUGH JUNE 30, 2024

~~WILDERMUTH ENVIRONMENTAL~~

WEST YOST & ASSOCIATES, INC.

General Manager

Charles Duncan June 19, 2024
President Date

Exhibit A

**Consulting Engineering Services
Time and Materials Billing Schedule
July 1, 2019 through June 30, 2024**

Professional Billing Rates

Professional Level	FY 2019/20 Hourly Rate
Principal III Engineer/Scientist	
Principal III Engineer/Scientist	\$274
Principal II Engineer/Scientist	\$254
Principal I Engineer/Scientist	\$241
Supervising II Engineer/Scientist	\$225
Supervising I Engineer/Scientist	\$219
Senior II Engineer/Scientist	\$196
Senior I Engineer/Scientist	\$184
Staff II Engineer/Scientist	\$159
Staff I Engineer/Scientist	\$148
Technical Editor	\$126
Field Technician	\$80
Administrative Assistant	\$126
Intern	\$65
<p>*Appearance at depositions and expert witness testimony in court billed at twice the hourly rate listed above for a minimum of eight hours each day. Professional billing rates, other than for Principal III Engineer/Scientist, will be increased in each of FY 2020/21 and 2021/22 by the Bureau of Labor Statistics' Riverside-San Bernardino-Ontario Consumer Price Index. Professional billing rates for FY 2022/23 and FY 2023/24 will be redetermined in May 2022 by Watermaster's General Manager based on economic conditions.</p>	

Other Direct Costs

ODCType	Cost
Automobiles	Current IRS Rates
Field Vans	\$0.80 per Mile
Tolls	As incurred at prevailing rates
Internal Printing	
8.5x11 Color	\$0.35 each page
11x17 Color	\$0.50 each page
8.5x11 Black & White	\$0.20 each page
11x17 Black & White	\$0.35 each page
Field Equipment	
Aquacalc	\$28 per day
Low Flow Sampling Device	\$75 per day
Precision Water Level Meter	\$19 per day
Pygmy Flow Meter	\$28 per day
Sump Pump	\$24 per day
Water Level Meter	\$32 per day
Water Quality Meter	\$27 per day
Turbidity Meter	\$22 per day
Rental Equipment and All Other ODCs	Passed through with no mark-up



CHINO BASIN WATERMASTER

9641 San Bernardino Road, Rancho Cucamonga, CA 91730
Tel: 909.484.3888 www.cbwm.org

TODD M. CORBIN
General Manager

STAFF REPORT

DATE: June 27, 2024

TO: Board Members

SUBJECT: Fiscal Year 2024/25 Proposed Pay Schedule Effective July 1, 2024 (Business Item II.B.)

SUMMARY:

Issue: A Pay Schedule for Fiscal Year 2024/25 needs to be approved. [Normal Course of Business]

Recommendation: Approve the Fiscal Year 2024/25 Pay Schedule as presented.

Financial Impact: The salaries in the recommended Pay Schedule for the twelve budgeted Watermaster positions are included in the FY 2024/25 Watermaster Budget of \$10,503,350. The Approved FY 2024/25 budget was adopted by the Watermaster Board on May 23, 2024.

Future Consideration

Watermaster Board – June 27, 2024: Approval

ACTIONS:

Watermaster Board – June 27, 2024:

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

As a CalPERS contracted employer and to comply with statutory and regulatory requirements, Chino Basin Watermaster developed a Pay Schedule which must be approved by the Watermaster Board in open session (pursuant to California Code of Regulations (CCR) § 570.5) and must contain the required pay information for current hourly and salaried employees and potential positions which could be filled as approved. Each time a change is made to the pay schedule, it also needs to be approved by the Board in open session and uploaded to the Watermaster's website to ensure continued compliance with CalPERS requirements. Pay schedules are required to be retained for a period of 5 years.

The current pay schedule for Fiscal Year 2023/24 was approved by the Board on June 22, 2023 (Attachment 1), and it became effective on July 1, 2023. The current pay schedule along with prior schedules are currently posted on the Watermaster website and are accessible at this [link](#).

DISCUSSION

For Fiscal Year 2024/25, the amount budgeted for salaries showed approximately a 3% cost of living adjustment (COLA) to keep up with the Consumer Price Index (CPI) data received earlier in the year; the total salary budget for FY 2024/25 was \$1,721,950 as presented by staff in May 2024. The salaries budget was developed with twelve (12) full-time employees and currently Watermaster employs eleven (11) full-time employees. The labor budget for FY 2024/25 does not include every position on the Pay Schedule, only those that are currently or projected to be filled in the upcoming fiscal year.

As with past practice, Watermaster uses January to January CPI data, organizational-wide efforts, and the recommendations for the Watermaster FY 2024/25 salaries and benefits as included in the recently approved FY 2024/25 budget. The proposed Fiscal Year 2024/25 Pay Schedule contains a 3% COLA as shown in Attachment 2 for the Board's consideration and approval.

Once approved, the FY 2024/25 Pay Schedule will supersede the previous FY 2023/24 Pay Schedule and will become effective on July 1, 2024. Following approval from the Board, staff will make the FY 2024/25 Pay Schedule publicly available by posting it to the Watermaster website.

ATTACHMENTS:

1. FY 2023/24 Pay Schedule (Approved by Board on June 22, 2023)
2. FY 2024/25 Proposed Pay Schedule – Effective July 1, 2024 (Draft)

CHINO BASIN WATERMASTER		APPROVED - FY 2023/24							Effective Date: July 1, 2023						
PAY SCHEDULE		Approved by Board: June 22, 2023													
Revision Date: June 8, 2023															
POSITION	TYPE								LOW	MONTHLY					HIGH
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
		<i>HOURLY</i>								<i>MONTHLY</i>					
		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)

CHINO BASIN WATERMASTER		PROPOSED - FISCAL YEAR 2024/25							Effective Date: July 1, 2024									
PAY SCHEDULE									Approved by Board:									
Revision Date: March 26, 2024																		
POSITION	TYPE								LOW						MEDIAN			HIGH
General Manager	1								\$22,115.60	\$23,221.47	\$24,382.80	\$25,601.33	\$26,882.27	\$28,225.60	\$29,636.53			
Chief Financial Officer	4								\$14,159.60	\$14,866.80	\$15,610.40	\$16,390.40	\$17,210.27	\$18,070.00	\$18,973.07			
		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	\$81.13	\$85.19	\$89.45	\$93.92	\$98.62	\$103.55	\$108.73	\$14,062.53	\$14,766.27	\$15,504.67	\$16,279.47	\$17,094.13	\$17,948.67	\$18,846.53			
Director of Administration	2	\$77.79	\$81.68	\$85.76	\$90.05	\$94.55	\$99.28	\$104.24	\$13,483.60	\$14,157.87	\$14,865.07	\$15,608.67	\$16,388.67	\$17,208.53	\$18,068.27			
Sr. Environmental Engineer	2	\$61.18	\$64.24	\$67.45	\$70.82	\$74.36	\$78.08	\$81.98	\$10,604.53	\$11,134.93	\$11,691.33	\$12,275.47	\$12,889.07	\$13,533.87	\$14,209.87			
Water Resources Technical Manager	3	\$61.82	\$64.91	\$68.16	\$71.57	\$75.15	\$78.91	\$82.86	\$10,715.47	\$11,251.07	\$11,814.40	\$12,405.47	\$13,026.00	\$13,677.73	\$14,362.40			
Data Services and Judgment Reporting Manager	3	\$61.82	\$64.91	\$68.16	\$71.57	\$75.15	\$78.91	\$82.86	\$10,715.47	\$11,251.07	\$11,814.40	\$12,405.47	\$13,026.00	\$13,677.73	\$14,362.40			
Water Resources Sr. Associate	3	\$47.56	\$49.94	\$52.44	\$55.06	\$57.81	\$60.70	\$63.74	\$8,243.73	\$8,656.27	\$9,089.60	\$9,543.73	\$10,020.40	\$10,521.33	\$11,048.27			
Water Resources Associate	3	\$35.94	\$37.74	\$39.63	\$41.61	\$43.69	\$45.87	\$48.16	\$6,229.60	\$6,541.60	\$6,869.20	\$7,212.40	\$7,572.93	\$7,950.80	\$8,347.73			
Sr. Field Operations Specialist	3	\$33.25	\$34.91	\$36.66	\$38.50	\$40.43	\$42.45	\$44.57	\$5,763.33	\$6,051.07	\$6,354.40	\$6,673.33	\$7,007.87	\$7,358.00	\$7,725.47			
Field Operations Specialist	3	\$28.83	\$30.27	\$31.78	\$33.37	\$35.04	\$36.79	\$38.63	\$4,997.20	\$5,246.80	\$5,508.53	\$5,784.13	\$6,073.60	\$6,376.93	\$6,695.87			
Executive Services Director	3	\$60.11	\$63.12	\$66.28	\$69.59	\$73.07	\$76.72	\$80.56	\$10,419.07	\$10,940.80	\$11,488.53	\$12,062.27	\$12,665.47	\$13,298.13	\$13,963.73			
Sr. Accountant	3	\$47.56	\$49.94	\$52.44	\$55.06	\$57.81	\$60.70	\$63.74	\$8,243.73	\$8,656.27	\$9,089.60	\$9,543.73	\$10,020.40	\$10,521.33	\$11,048.27			
Executive Assistant II - Board Clerk	3	\$42.10	\$44.21	\$46.42	\$48.74	\$51.18	\$53.74	\$56.43	\$7,297.33	\$7,663.07	\$8,046.13	\$8,448.27	\$8,871.20	\$9,314.93	\$9,781.20			
Executive Assistant I - Board Clerk	3	\$32.98	\$34.63	\$36.36	\$38.18	\$40.09	\$42.09	\$44.19	\$5,716.53	\$6,002.53	\$6,302.40	\$6,617.87	\$6,948.93	\$7,295.60	\$7,659.60			
Sr. Administrative Analyst	3	\$38.48	\$40.40	\$42.42	\$44.54	\$46.77	\$49.11	\$51.57	\$6,669.87	\$7,002.67	\$7,352.80	\$7,720.27	\$8,106.80	\$8,512.40	\$8,938.80			
Administrative Analyst	3	\$32.06	\$33.66	\$35.34	\$37.11	\$38.97	\$40.92	\$42.97	\$5,557.07	\$5,834.40	\$6,125.60	\$6,432.40	\$6,754.80	\$7,092.80	\$7,448.13			
Accountant	3	\$32.06	\$33.66	\$35.34	\$37.11	\$38.97	\$40.92	\$42.97	\$5,557.07	\$5,834.40	\$6,125.60	\$6,432.40	\$6,754.80	\$7,092.80	\$7,448.13			
Administrative Assistant	3	\$28.72	\$30.16	\$31.67	\$33.25	\$34.91	\$36.66	\$38.49	\$4,978.13	\$5,227.73	\$5,489.47	\$5,763.33	\$6,051.07	\$6,354.40	\$6,671.60			
Office Specialist/Receptionist	3	\$23.95	\$25.15	\$26.41	\$27.73	\$29.12	\$30.58	\$32.11	\$4,151.33	\$4,359.33	\$4,577.73	\$4,806.53	\$5,047.47	\$5,300.53	\$5,565.73			
Classifications:																		
Type 1: Exempt - Executive Management																		
Type 2: Exempt - Mid-Management/Supervisor																		
Type 3: Non-Exempt (Operations)																		
Type 3: Non-Exempt (Administration)																		

Recharge Investigations and Projects Committee Meeting

Agenda

When: Thursday, April 18, 2024 @ 9:30 a.m.

Where: Chino Basin Watermaster
9641 San Bernardino Rd.
Rancho Cucamonga, CA 91730
(Meeting can be taken remotely via Zoom)

- Join from PC/Smart Device:
[https://us06web.zoom.us/j/81182521019?pwd=qz9T6QkP65rrlVXxP7xDzeZWv2Ojac.
1](https://us06web.zoom.us/j/81182521019?pwd=qz9T6QkP65rrlVXxP7xDzeZWv2Ojac.1)
- Dial by Phone: 1 669 444 9171 US

Meeting ID: 811 8252 1019
Passcode: 022838

Topics:

1. Introductions
2. New/Old Projects consideration
 - a) Open forum for potential new projects
 - b) Reverse Tile Drain presentation
3. IEUA/CBWM joint projects
 - a) Status updates
 - i) 23a Project impacts and increase costs
 - b) Budget updates
 - c) Briefing on SRF loans and Grants
4. Board Requested Recharge Projects Analysis

Next Recharge Investigations and Projects Committee (RIPComm) Meeting Date:

Thursday, July 18, 2024 @ 10:00 a.m. **Page 140**

POST 2014 STORMWATER RECHARGE PROGRAM
PROJECT NOS. RW15003.00/.01/.02/.03/.04/.05/.06 & RW15004.00
STATUS UPDATE: APRIL 10, 2024

“Post 2014 Stormwater Recharge Program” recommended for final design, bid and construction:

PID	Basin Projects	Post 2014 Stormwater Recharge Program ⁽²⁾	Initial Yield		Updated Yield ⁽¹⁾	
			SW	RW	SW	RW
			acre-feet per year			
12	Lower Day Basin	Increase stormwater diversion and basin storage	789	-	993	-
11	Victoria Basin	Improve the infiltration rate and increase storage by removing settled deposits	43	120	75	120
2	Montclair Basins	Increase storage and recharge capacity by directing more channel flow	248	-	96	-
18a	CSI Basin ⁽³⁾	New storage and recharge facility by deepening basin	81	-	-	-
23a	Wineville, Jurupa, RP3 & Force Main	Improve storage and recharge capacity with pumps/conveyance systems between basins and provide new diversion structures	3,166	2,905	2,921	2,905
Total			4,327	3,025	4,085	3,025

(1) Updated to reflect new values as calculated after the completion of the PDR.

(2) San Sevaine Basin Improvement project is a part of the “Post 2014 Stormwater Recharge Program” but it is not listed here for it has its own status update sheet.

(3) 18a (CSI) removed from the list of ongoing RMPU projects. Yield value of 100 AFY is removed.

Project Budget:

Project Budget
\$31,829,520

Actual Cost to Date
\$28,683,468

	RMPU Projects	Total Project Cost	Actual Cost (to date)	
Ongoing Projects	Lower Day Basin (PID 12)	\$4,008,000	\$4,014,957	
	Victoria Basin (PID 11)	\$176,072	\$176,072	
	Montclair Basins (PID 2)	\$1,788,100	\$473,052	
	RP-3 Basin ⁽⁴⁾	(23a)	\$2,612,496	\$2,385,723
	Wineville Basin ⁽⁴⁾		\$22,683,844	\$21,072,656
	Jurupa Basin ⁽⁴⁾			
	Wineville/Jurupa Force Main ⁽⁴⁾			
Deferred Projects	East Decléz (Non RMPU Project)	\$114,000	\$114,000	
	Decléz Basin (PID 27)	\$105,000	\$105,000	
	Turner Basin (PID 14)	\$42,000	\$42,000	
	Ely Basin (PID 15a)	\$236,000	\$236,000	
	CSI Basin (PID 18a)	\$64,008	\$64,008	
Total		\$31,829,520	\$28,683,468	

Cost Sharing Documents:

Lower Day Basin – PID 12 (Task Order No. 2)	
Watermaster’s Share	\$2,883,000
IEUA’s Share	\$0
Grant Funding	\$1,125,000
Sub-Total	\$4,008,000
Victoria Basin – PID 11 (Task Order No. 10)⁽⁵⁾	
Watermaster’s Share	\$88,036
IEUA’s Share	\$88,036
Sub-Total	\$176,072
Montclair Basin – PID 2 (Task Order No. 11)	
Watermaster’s Share	\$1,788,100
IEUA’s Share	\$0
Sub-Total	\$1,788,100
Wineville/Jurupa/RP3/Force Main – PID 23a (Task Order No. 9)⁽⁶⁾	
Watermaster’s Share	\$14,102,916
IEUA’s Share	\$360,043
Grants	\$10,833,381
Sub-Total	\$25,296,340
East Declaz/Declaz – PID 27 /Turner – PID 27/Ely PID – 15a (Task Order No.1)	
Watermaster’s Share	\$497,000
IEUA’s Share	\$0
Sub-Total	\$497,000
CSI Basin (Task Order 12)	
Watermaster’s Share	\$64,008
IEUA’s Share	\$0
Sub-Total	\$64,008
Total	\$31,829,520

(4) Task Order No. 9 was amended in May/June 2021 to reflect current project cost.

(5) Amending TO 10 to reflect the total project cost from the projected cost of \$168,800 to the final cost of \$176,072.

(6) Includes RP-3, Wineville, Jurupa, and Wineville-Jurupa Force Main’s total projected costs. Task Order Amendment 2 in Aug/Sep 2022 to reflect revised total project budget due to additional construction cost.

Grant/Loan Update:

RMPU Projects	Total Project Cost	Funding Program	Grant Amount
Lower Day Basin (PID 12)	\$4,008,000	Grant Prop. 84 DWR/SAWPA	\$750,000
		USBR	\$375,000
Victoria Basin (PID 11)	\$168,800	-none-	
Montclair Basins (PID 2)	\$1,788,100	SRF Loan	
RP-3 Basin ⁽⁷⁾	\$1,819,300	SWRCB – Stormwater	\$809,214
		USBR	\$290,000
Wineville/Jurupa /Force Main ⁽⁷⁾	\$20,220,952	SWRCB – Stormwater	\$8,994,167
		2018 Water Smart Drought	\$740,000
Total	\$28,005,153		\$11,958,381

(7) Task Order No. 9 was amended in May/June 2021 to reflect added grants.

Project Update:

The following are updates to each of the on-going RMPU projects:

- a) **Victoria Basin** – Project completed.
- b) **Wineville/Jurupa Storm Water Distribution Pipeline** –

Noted construction issues:

- Permit delay with Fish and Wildlife – Aug. 2021
- Utility conflicts along Jurupa Road/Street, conflicts required pipeline adjustments and changes to means and methods – Jan. 2022
- Conflict with existing Storm drain discharge found within the forebay, needed grading plan changes – Jan. 2022
- RP3 Basin Delays due to utility conflicts – Jan. 2022
- Changes to rubber dam “auto deflate” control mechanism, required designing new system and programming – Nov. 2022
- The project has experienced delays due to adverse weather conditions, particularly an unusually high amount of rain events. Construction activities within the Wineville Basin area had to be put on hold due to the rain and wet condition – Mar. 2023
- Pump Submittals delayed by Contractor, submittal not meeting project requirements – Aug. 2023
- Delays with Southern California Edison, late responses in providing electrical connections – Oct. 2023

Impacts to Project:

- Delayed project completion to Jul. 2025 to Dec. 2025
- Rebidding of the Pumps to others (three to four months for bidding)
- Increased project costs (projected below):

INCREASED COSTS	ADDITIONAL COST	REVISED BUDGET
<i>RP3 Basin Improvements</i>	\$833,196	\$2,652,496
<i>Wineville Basin Improvements PID23a (7690.36) (Task No. 9)</i>		\$ 6,203,320
<i>Jurupa Basin Improvements PID23a (7690.36) (Task No. 9)</i>	\$2,450,000	\$ 2,461,965
<i>Wineville/Jurupa Force Main PID 23a (7690.36) (Task No. 9)</i>		\$17,262,757
TOTAL	\$3,283,196	\$28,579,538

The major construction of the Wineville/Jurupa/Distribution System is approximately 80% complete. However, with the ongoing delays with SCE and the Pumps, the project continues to hold at 75% of the construction schedule.

- c) **Montclair Basin** –Last year’s rains have given opportunities to take available water from Metropolitan Water District (MWD) for groundwater storage. So, the proposed recharge

improvement was on hold for that year to allow IEUA and Chino Basin Watermaster to convey and capture available water from MWD for groundwater recharge. The nearby San Antonia Creek channel and the Montclair Basin are actively a part of the program to move available water through a channel and stored within a basin. IEUA plans to start bid and construction as noted schedule below.

- d) **Lower Day Basin** – Project is completed. Due to communication conflicts with existing controls, the system integration was delayed final completion. IEUA is finalizing the system integration with the Contractor. This will allow Ground Water Recharge to fully operate the new improvements remotely and locally.

- e) **RP-3 Basin Improvement** – Demo work completed/Excavation completed. Construction of the Diversion Structure is completed. IEUA is addressed a potential delay claim of \$260,000 due to extended project scheduled by negotiation the cost to \$176,501. The Contractor is requesting compensation with extended overhead costs due to the added construction period. After a careful review of the TIA by IEUA staff and CAPO (project scheduler), the analysis is found to be acceptable, and the negotiated compensation of \$176,501 is fair and reasonable.

Wineville/Jurupa/Force main (PID 23a):

<u>Phases</u>	<u>Start</u>	<u>Finish</u>	<u>Status</u>
Project Development	07/01/14	12/17/14	Completed
Preliminary Design	12/18/14	06/21/17	Completed
Environmental	12/18/14	12/31/17	Completed
Permits	06/22/17	01/12/21	Completed
Design	12/18/14	02/28/20	Completed
Bid and Award	01/12/21	06/16/21	Completed
Construction	06/16/21	12/31/25	In Progress

Montclair Basin (PID 2):

<u>Phases</u>	<u>Start</u>	<u>Finish</u>	<u>Status</u>
Project Development	07/01/14	12/17/14	Completed
Preliminary Design	12/18/14	06/21/17	Completed
Environmental	12/18/14	12/31/17	Completed
Permits	06/22/17	01/30/23	Completed
Design	12/18/14	02/28/20	Completed
Bid and Award	05/31/24	08/21/24	Not Started
Construction	08/31/24	10/31/25	Not Started

Lower Day (PID 12):

<u>Phases</u>	<u>Start</u>	<u>Finish</u>	<u>Status</u>
Project Development	07/01/14	12/17/14	Completed
Preliminary Design	12/18/14	06/21/17	Completed
Environmental	12/18/14	12/31/17	Completed
Permits	06/22/17	07/19/19	Completed
Design	12/18/14	07/19/19	Completed
Bid and Award	07/19/19	12/11/19	Completed
Construction/Close Out	12/11/19	12/31/23	Completed

RP-3 Basin (PID 23a):

<u>Phases</u>	<u>Start</u>	<u>Finish</u>	<u>Status</u>
Project Development	07/01/14	12/17/14	Completed
Preliminary Design	12/18/14	06/21/17	Completed
Environmental	12/18/14	12/31/17	Completed
Permits	06/22/17	01/09/18	Completed
Design	12/18/14	12/14/17	Completed
Bid and Award	01/10/18	06/20/18	Completed
Construction	06/21/18	11/31/23	Completed



Wineville Basin – Rubber Dam Building
(Completed Building Structure)



Wineville Basin – New Gate holding water before the Forebay Area
(Completed Gate)



Wineville Basin – New Concrete to Forebay
(Completed Spillway with New Gate)



Jan 9, 2024 at 12:29:59 PM
5101-5141 E Francis St
Ontario CA 91761
United States

Wineville Basin – Pump Station
(Completed Building)



Network: Dec 1, 2023 at 10:42:15 AM PST
Local: Dec 1, 2023 at 10:42:15 AM PST
N 34° 2' 31.889", W 117° 32' 47.224"
25° NF

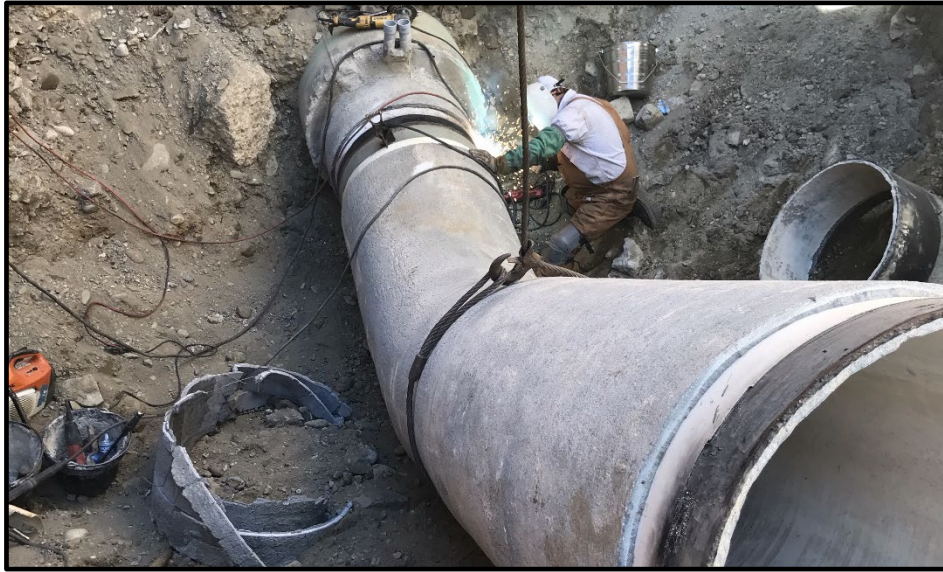
Wineville Basin Improvement – Outlet Diversion Structure
(Installation of new Gate)



Wineville Basin Improvement – New Gate before the Forebay
(Completed gate installation)



Wineville Basin Improvement – Basin
(Completed Concrete Work in Basin)



Jurupa Basin Improvement - Channel Diversion
(Welding of New Piping into Jurupa)



Lower Day Basin Improvement – Day Creek Diversion
(Test Operation of the Gate Dam System – Main Channel)



Lower Day Basin Improvement – Day Creek Diversion
(Test Operation of Gate Dam System – Onto Diversion Channel)

Recharge Investigation and Projects Committee, PAGE 1 OF 2

A1 A2 A3 A4 A5 A6 A7 A8 A9 A10 A11 A12 A13 A14

Project Name (Project ID) (Cost Sharing Task Order)	IEUA Project No.	Project Cost To Date	Approved Budget	COST SHARE		BUDGET ALLOCATION			IEUA PROJECT COSTS		CBWM PROJECT COSTS		
				IEUA	CBWM	Grant Funding	IEUA	CBWM	Share on Actual Cost To Date	Remaining Balance	Share on Actual Cost To Date	Invoices Paid To Date	Remaining Balance
Pre-RMPU Ongoing Projects													
GWR SCADA Upgrades (7690.61) (Task No. 4) ¹	EN14047.00	\$ 774,979	\$ 892,000	50%	50%	\$ 139,650	\$ 376,175	\$ 376,175	\$ 326,825	\$ 49,350	\$ 326,825	\$ 376,175	\$ 0
COMMUNICATION Upgrades (7690.62) (Task No. 3)	EN12019.00	\$ 1,227,096	\$ 1,227,096	50%	50%	\$ 192,850	\$ 517,123	\$ 517,123	\$ 517,123	\$ -	\$ 517,123	\$ 526,075	\$ (8,952)
Upper Santa Ana River HCP (7690.70) (Task No. 7)	RW15002.00	\$ 149,000	\$ 160,000	50%	50%	\$ -	\$ 80,000	\$ 80,000	\$ 74,500	\$ 5,500	\$ 74,500.00	\$ 59,937	\$ 20,063
SUBTOTAL PRE-RMPU PROJECTS		\$ 2,151,075	\$ 2,279,096	---	---	\$ 332,500	\$ 973,298	\$ 973,298	\$ 918,448	\$ 54,850	\$ 918,448	\$ 962,187	\$ 11,111
RMPU Projects													
San Sevaine Improvements PID7 (7690.40) (Task No. 8)	EN13001.00	\$ 6,294,711	\$ 6,460,000	50%	50%	\$ 3,625,000	\$ 1,417,500	\$ 1,417,500	\$ 1,381,231	\$ 36,269	\$ 1,381,231	\$ 368,410	\$ 1,049,090
Lower Day Basin Improvement PID12 (7690.8) (Task No. 2) *	RW15004.00	\$ 4,014,957	\$ 4,008,000	0%	100%	\$ 1,125,000	\$ -	\$ 2,883,000	\$ -	\$ -	\$ 4,014,957	\$ 488,252	\$ 2,394,748
East Declz (7690.16) (1st Amendment - Task No. 1) *	RW15003.01	\$ 114,000	\$ 114,000	0%	100%	\$ -	\$ -	\$ 114,000	\$ -	\$ -	\$ 114,000	\$ 112,829	\$ -
Declz Basin PID 27 (7690.21) (Task No. 1) *	RW15003.00	\$ 105,000	\$ 105,000	0%	100%	\$ -	\$ -	\$ 105,000	\$ -	\$ -	\$ 105,000	\$ 105,000	\$ -
Turner Basins PID14 (7690.21) (Task No. 1) *	RW15003.00	\$ 42,000	\$ 42,000	0%	100%	\$ -	\$ -	\$ 42,000	\$ -	\$ -	\$ 42,000	\$ 42,000	\$ -
Ely Basin PID15a (7690.21) (Task No. 1) *	RW15003.00	\$ 236,000	\$ 236,000	0%	100%	\$ -	\$ -	\$ 236,000	\$ -	\$ -	\$ 236,000	\$ 236,000	\$ -
Victoria Basin Improvements PID11 (7690.25) (Task No. 10) *	RW15003.02	\$ 176,072	\$ 176,072	50%	50%	\$ -	\$ 88,036.000	\$ 88,036	\$ 88,036.000	\$ -	\$ 88,036	\$ 88,036	\$ -
Montclair Basin Improvements PID2 (7690.26) (Task No.11) *	RW15003.03	\$ 473,052	\$ 1,788,100	0%	100%	\$ -	\$ -	\$ 1,788,100	\$ -	\$ -	\$ 473,052	\$ 151,532	\$ 1,636,568
CSI Basin Improvements PID 18a (7690.27) (Task No. 12) *	RW15003.04	\$ 64,008	\$ 64,008	0%	100%	\$ -	\$ -	\$ 64,008	\$ -	\$ -	\$ 64,008	\$ 64,008	\$ -
RP3 Basin Improvements PID23a (7690.35) (Task No. 9) *	RW15003.05	\$ 2,385,723	\$ 1,819,300	50%	50%	\$ 1,099,214	\$ 360,043	\$ 360,043	\$ (643,255)	\$ 1,003,298	\$ (643,255)	\$ 77,088	\$ 282,955
Wineville Basin Improvements PID23a (7690.36) (Task No. 9) ² *	RW15003.06		\$ 5,617,131	0%	100%	\$ 2,329,003	\$ -	\$ 3,288,128	\$ -	\$ -	\$ 5,041,856	\$ 476,021	\$ 2,812,106
Jurupa Basin Improvements PID23a (7690.36) (Task No. 9) ² *	RW15003.06	\$ 21,072,656	\$ 2,229,319	0%	100%	\$ 924,331	\$ -	\$ 1,304,988	\$ -	\$ -	\$ 2,001,005	\$ 188,923	\$ 1,116,065
Wineville/Jurupa Force Main PID 23a (7690.36) (Task No. 9) ² *	RW15003.06		\$ 15,630,591	0%	100%	\$ 6,480,833	\$ -	\$ 9,149,758	\$ -	\$ -	\$ 14,029,795	\$ 1,324,607	\$ 7,825,151
Post 2014 Storm Water Recharge Program *		\$ 28,683,468	\$ 31,829,520			\$ 11,958,381	\$ 448,079	\$ 19,423,060	\$ (555,219)	\$ 1,003,298	\$ 25,566,455	\$ 3,354,295	\$ 16,067,593
SUBTOTAL RMPU PROJECTS	---	\$ 34,978,179	\$ 38,289,520	---	---	\$ 15,583,381	\$ 1,865,579	\$ 20,840,560	\$ 826,013	\$ 1,039,566	\$ 26,947,686	\$ 3,722,705	\$ 17,116,683
GRAND TOTALS	---	\$ 37,129,254	\$ 40,568,616	---	---	\$ 15,915,881	\$ 2,838,877	\$ 21,813,858	\$ 1,744,460	\$ 1,094,417	\$ 27,866,133	\$ 4,684,892	\$ 17,127,794

NOTES:

¹ Watermaster Board approved an additional amount of \$45,700 (50% of the anticipated additional costs of \$91,400) on November 25, 2014 for the Programmable Logic Controller (PLC) replacements at the five Rubber Dam/Basin systems.

² On August/September 2022, Watermaster and IEUA approved Amendment No. 2 to TO#9 to reflect the revised project budget due to additional construction costs

Updated: 4/10/2024

Version: 2022-10

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C1	C2	C3	C4	C5	C6	C7	C8	C9	C10	C11	C12	C13	C14	C15
Project Name	CBWM Fiscal Year 2022/23									CBWM Future Years				
	CURRENT YEAR CBWM BUDGET				CURRENT YEAR CBWM ACTUALS					CBWM FUTURE BUDGET NEEDS				
	Budget Carry-Over	Approved Budget	Budget Amendments/ Transfers	Total Fiscal Year Budget	Actual to Date (Including Paid & Outstanding Invoices)	Remaining Balance Available	Completed Projects With Available Funds To Be Distributed ¹	CBWM Remaining Projected Costs	Budget Amendment Required? (Yes/No)	Projected CarryOver Funds FY 2022/23	Fiscal Year 2023/24	Fiscal Year 2024/25	Fiscal Year 2025/26	Fiscal Year 2026/27
Pre RMPU Ongoing Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	No	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL PRE-RMPU PROJECTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	---	\$ -	\$ -	\$ -	\$ -	\$ -
RMPU Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	No	\$ -	\$ -	\$ -	\$ -	\$ -
Funds on Hold for Projects (7690.9) ¹	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -	No	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL RMPU PROJECTS	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -	---	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTALS	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -	---	\$ -	\$ -	\$ -	\$ -	\$ -

NOTES:

¹ By unanimous action of the Board on June 24, 2021 the amount of \$200,000.00 will be kept on hold until the warranty period for the San Sevaire Project has expired, and no warranty issues are noted.

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