

I hereby certify that the following agenda was posted at least 72 hours prior to the time of the meeting so noticed below at 24251 Los Alisos Boulevard, Lake Forest, California.



DENNIS P. CAFFERTY, Secretary of the El Toro Water District and the Board of Directors thereof



AGENDA

EL TORO WATER DISTRICT

REGULAR MEETING OF THE BOARD OF DIRECTORS FINANCE AND INSURANCE COMMITTEE MEETING AND ENGINEERING COMMITTEE MEETING

August 23, 2021

7:30 a.m.

Members of the public who wish to comment on any item within the jurisdiction of the District or on any item on the agenda, attend the meeting in person at the District's office or may observe and address the Meeting by joining at this link:

<https://us02web.zoom.us/j/85955012941>. (Meeting ID: 859 5501 2941).

Members of the public who wish only to listen to the telephonic meeting may dial in at the following numbers (669) 900-6833 or (346) 248-7799 with the same Meeting ID noted above. Please be advised the Meeting is being recorded.

CALL TO ORDER – President Gaskins

PLEDGE OF ALLEGIANCE – Director Vergara

ORAL COMMUNICATIONS/PUBLIC COMMENTS

Members of the public may address the Board at this time or they may reserve this opportunity with regard to an item on the agenda until said item is discussed by the Board. Comments on other items will be heard at the times set aside for "COMMENTS REGARDING NON-AGENDA ENGINEERING COMMITTEE ITEMS" or for "COMMENTS REGARDING NON-AGENDA FIC ITEMS." The public may identify themselves when called on and limit their comments to three minutes.

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

Determine need and take action to agendize item(s) which arose subsequent to the posting of the Agenda. (ROLL CALL VOTE: Adoption of this recommendation requires a two-thirds vote of the Board members present, or, if less than two-thirds of the Board members are present, a unanimous vote of those members present.)

PRESENTATION OF AWARDS, RECOGNITIONS AND INTRODUCTIONS

Mr. Cafferty will introduce to the Board Hannah Ford, Engineering Manager.

FINANCE AND INSURANCE COMMITTEE MEETING

CALL MEETING TO ORDER – Director Havens

1. Consent Calendar

(All matters under the Consent Calendar will be approved by one motion unless a Board member or a member of the public requests separate action or discussion on a specific item)

- a. Consider approving the minutes of the July 19, 2021 Finance and Insurance Committee meeting (Minutes Included)

Recommended Action: The Board will be requested to approve the subject minutes listed above in the Consent Calendar.

APPROVAL OF ITEMS REMOVED FROM TODAY'S FINANCE AND INSURANCE COMMITTEE CONSENT CALENDAR

The Board will discuss items removed from today's Finance and Insurance Committee Consent Calendar requiring further discussion.

Recommended Action: The Board will be requested to approve the items removed from today's Finance and Insurance Committee Consent Calendar.

2. Quarterly Review of the District's 401(k) Retirement Savings Plan (Reference Material Included)

A HighMark representative will review and comment on the investment performance of the District's 401(k) Retirement Savings Plan.

FINANCIAL INFORMATION ITEMS

3. **Update on Financing Plan for Near-term Future Capital Projects**

Staff will provide an update on the status of the financing plan for upcoming large capital projects

4. **Tiered Water Usage and Revenue Tracking** (Reference Material Included)

Staff will review and comment on monthly and year to date Tiered Water Usage and Revenue tracking.

FINANCIAL ACTION ITEMS

5. **Enterprise Resource Planning Software System** (Reference Material Included)

Staff will review and comment on the proposal submitted by Springbrook for the replacement of the current non-integrated accounting, payroll and customer billing software systems to an Enterprise Resource Planning software system provided by Springbrook.

Recommended Action: Staff recommends that the Board of Directors authorize the District's General Manager to 1) enter into a contract with Springbrook in the amount of \$42,910.65 for an annual software subscription and 2) enter into a contract in the amount of \$130,133 with Springbrook for professional services associated with implementation and training.

6. **Certificates of Participation Legal Counsel** (Reference Material Included)

Staff will review and comment on the proposal submitted by Stradling Yocca Carlson & Rauth to provide legal counsel and services associated with the issuance of Certificates of Participation.

Recommended Action: Staff recommends that the Board of Directors authorize the District's General Manager to enter into a contract with Stradling Yocca Carlson & Rauth in the amount of \$70,000.00 to provide legal counsel and services necessary for the District to successfully issue Certificates of Participation.

7. **Financial Package - Authorization to Approve Bills for Consideration dated August 23, 2021 and Receive and File Financial Statements as of July 31, 2021** (Reference Material Included)

The Board will consider approving the Bills for Consideration dated August 23, 2021 and Receive and File Financial Statements as of July 31, 2021.

Recommended Action: Staff recommends that the Board 1) approve, ratify and confirm payment of those bills as set forth in the schedule of bills for consideration dated August 23, 2021, and 2) receive and file the Financial Statements for the period ending July 31, 2021.

COMMENTS REGARDING NON-AGENDA FIC ITEMS

CLOSE FINANCE AND INSURANCE COMMITTEE MEETING

ENGINEERING COMMITTEE

CALL MEETING TO ORDER – Director Vergara

8. **Consent Calendar**

(All matters under the Consent Calendar will be approved by one motion unless a Board member or a member of the public requests separate action or discussion on a specific item)

- a. Consider approving the minutes of the July 19, 2021 Engineering Committee meeting. (Minutes Included)

Recommended Action: The Board will be requested to approve the subject minutes.

APPROVAL OF ITEMS REMOVED FROM TODAY'S ENGINEERING COMMITTEE

CONSENT CALENDAR

The Board will discuss items removed from today's Engineering Committee Consent Calendar requiring further discussion.

Recommended Action: The Board will be requested to approve the items removed from today's Engineering Committee Consent Calendar.

ENGINEERING GENERAL INFORMATION ITEMS

9. Advanced Metering Infrastructure (AMI) (Reference Material Included)

Staff will provide an update on the evaluation of costs, benefits and grant opportunities for a potential AMI implementation within the El Toro Water District service area.

10. El Toro Water District Capital Project Status Report (Reference Material Included)

Staff will review and comment on the El Toro Water District Capital Project Status Report.

11. Engineering Items Discussed at Various Conferences and Meetings (Oral Report)

The Committee will discuss any pertinent Engineering items discussed at Conferences.

COMMENTS REGARDING NON-AGENDA ENGINEERING COMMITTEE ITEMS

CLOSE ENGINEERING COMMITTEE MEETING

ATTORNEY REPORT

CLOSED SESSION

At this time the Board will go into Closed Session as follows:

1. At this time the Board will go into Closed Session pursuant to Government Code Section 54956.9 (d) (1) to consult with legal counsel and staff on a matter of pending litigation. [Class Action] *Kessner et al. v. City of Santa Clara, et al.* (Santa Clara County Superior Court - Case No. 20 CV 364054).

REGULAR SESSION

REPORT ON CLOSED SESSION (Legal Counsel)

Mr. Granito will provide an oral report on the Closed Session.

ADJOURNMENT

The agenda material for this meeting is available to the public at the District's Administrative Office, which is located at 24251 Los Alisos Blvd., Lake Forest, Ca. 92630. If any additional material related to an open session agenda item is distributed to all or a majority of the board of directors after this agenda is posted, such material will be made available for immediate public inspection at the same location.

Request for Disability-Related Modifications or Accommodations

If you require any disability-related accommodation, including auxiliary aids or services, in order to participate in this public meeting, please telephone the District's Recording Secretary, Polly Welsch at (949) 837-7050, extension 225 at least forty-eight (48) hours prior to said meeting. If you prefer, your request may be submitted in writing to El Toro Water District, P.O. Box 4000, Laguna Hills, California 92654, Attention: Polly Welsch.

MINUTES OF THE REGULAR MEETING
OF THE
FINANCE & INSURANCE COMMITTEE

July 19, 2021

At approximately 7:30 a.m. President Gaskins called the regular meeting to order via zoom.

Director Monin led in the Pledge of Allegiance to the flag.

Committee Members MIKE GASKINS, KATHRYN FRESHLEY, JOSE VERGARA, MARK MONIN, and KAY HAVENS participated.

Also participating were DENNIS P. CAFFERTY, General Manager, JUDY CIMORELL, Human Resources Manager, JASON HAYDEN, CFO, GILBERT J. GRANITO, General Counsel, SCOTT HOPKINS, Operations Superintendent, JOSH PEREZ (joined at 8:30 a.m.), RICHARD BABBE, CAMP Representative, and POLLY WELSCH, Recording Secretary.

Oral Communications/Public Comments

There were no comments.

Items Received Too Late to be Agendized

President Gaskins asked if there were any items received too late to be agendized. Mr. Cafferty replied no.

Finance & Insurance Committee Meeting

At approximately 7:35 a.m. Director Havens called the Finance meeting to order.

Consent Calendar

Director Havens asked for a Motion.

Motion: Director Monin made a motion, seconded by Director Vergara and unanimously carried across the Board to approve the Consent Calendar.

Roll Call Vote:

Director Havens	aye
Vice President Freshley	aye
Director Vergara	aye
President Gaskins	aye
Director Monin	aye

CAMP

Mr. Babbe stated that US Bank has acquired PFM National Management and will continue to operate PFM Management as an independent registered investment advisor under the US Bank umbrella. He further stated that it was viewed by the Partners as a way to generate additional Capital necessary to continue to grow and thrive in this environment.

Mr. Babbe stated that there are no anticipated changes in the services or staffing at this time.

Director Monin asked if the merger would provide the opportunity to engage in broker/dealer buying or selling that they didn't have access to prior to the merger. Mr. Babbe replied that there are no restrictions on the brokers or dealers they can use, but there are still some things they are unable to buy.

Director Monin asked when this will be effective. Mr. Babbe replied that it will be effective in the fourth quarter of this year.

Mr. Babbe stated that we are seeing the economy reopening, and growth is projected to increase significantly, but there are rising Delta cases of COVID-19. He further stated that inflation is heating up, but rates remain low and are expected to remain low for an extended time.

Director Monin asked if the Asset Backed Securities are mortgages. Mr. Babbe replied that the Asset-Backed Securities they are invested in are primarily credit cards and vehicle finance securities.

Vice President Freshley asked what the difference is between the Market Value Earnings and the Book Value Earnings. Mr. Babbe replied that the difference is change in value, Book Value is the original purchase cost of all securities plus realized gains and losses, whereas the Market Value includes the value of unrealized gains or losses.

At approximately 7:55 a.m. Mr. Babbe left the meeting.

Financial Information Items

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

Mr. Hayden stated that the District has been awarded the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for the Comprehensive Annual Financial Report for the fiscal year ended June 30, 2020.

Vice President Freshley asked what percentage of utility companies fulfill this requirement. Mr. Hayden replied usually under 5%.

Director Monin suggested adding this accomplishment to our website, along with any other awards or certifications that the District receives. Director Vergara also suggested sending information to ACWA for publication in their newsletter.

President Gaskins suggested advertising our accomplishments to the LWV Globe or other publications.

Tiered Water Usage and Revenue Tracking

Mr. Cafferty stated that our water usage has been tracking up. He further stated that the Governor has asked for a voluntary 15% reduction, and for Districts to track the reduction compared to 2020.

Director Monin suggested reaching out to the HOA's to remind residents to cut back on irrigation.

Financial Action Items

Quarterly Insurance Report

Ms. Cimorell stated that there were no Workers Compensation claims this quarter. She further stated that on the Medical we had over budgeted due to the premiums not going up as high as we anticipated.

Ms. Cimorell stated that on page 4, the Property Coverage, there was a glitch in the Difference number for the total which is actually \$3,254 which affects the Total Insurance Difference.

Director Havens asked for a Motion.

Motion: Director Monin made a Motion, seconded by Vice President Freshley and unanimously carried across the Board to Receive and File the Quarterly Insurance Report for the period April 1, 2021 through June 30, 2021.

Roll Call Vote:

Director Havens	aye
Director Vergara	aye
Director Monin	aye
Vice President Freshley	aye
President Gaskins	aye

Financial Package – Authorization to Approve Bills for Consideration dated July 19, 2021 and Receive and File Financial Statements as of June 30, 2021

Vice President Freshley asked what construction work is in progress for \$3 million. Mr. Hayden replied that this project is the Oso Lift Station and the expenses will continue to be booked in Construction In Progress until the project is complete.

Mr. Hayden stated that the total amount of Construction in Progress has decreased compared to last year due to the complete of several construction projects. He further stated that Liabilities have decreased, but Equity has increased.

Mr. Hayden stated that on page 11, Income Statement, is looking well for this year.

Vice President Freshley asked on page 77, Capital Cash Flow/Compliance, what does this include. Mr. Hayden replied that this includes a portion of Reserves which are for Capital projects that were previously budgeted but have not yet been completed.

Vice President Freshley asked on page 79, why are we paying MNWD \$362,000. Mr. Cafferty replied that due to our Baker capacity limit, the interconnection doesn't have flow control so we make sure the valve is positioned to get more than 5 cfs, and MWDOC charges us for the water at our regular rate. Mr. Cafferty also noted that the District purchased more water from the Baker Plant in April and May because the AMP line was down for construction and therefore water purchases from MET were reduced during this period.

Vice President Freshley stated that on page 81, the Bad Debts are accumulating, and asked what can be done. Mr. Cafferty replied that the District cannot pursue legal action or shutoffs during the Governor's Order until the end of September, and Customer Service is contacting customers to see if we can work out payment plans.

Director Havens asked for a Motion.

Motion: Director Monin made a Motion, seconded by Vice President Freshley and unanimously carried across the Board to approve, ratify, and confirm payment of those bills as set forth in the schedule of bills for consideration dated July 19, 2021, and receive and file the financial statements for the period ending June 30, 2021.

Roll Call Vote:

Director Havens	aye
Vice President Freshley	aye
Director Vergara	aye
President Gaskins	aye
Director Monin	aye

Comments Regarding Non-Agenda FIC Items

There were no comments.

Close Finance and Insurance Committee Meeting

There being no further business the Finance Committee meeting was closed at approximately 8:40 a.m.

Respectfully submitted,

POLLY WELSCH
Recording Secretary

APPROVED:

MIKE GASKINS, President
of the El Toro Water District and the
Board of Directors thereof

DENNIS P. CAFFERTY, Secretary
of the El Toro Water District and the
Board of Directors thereof

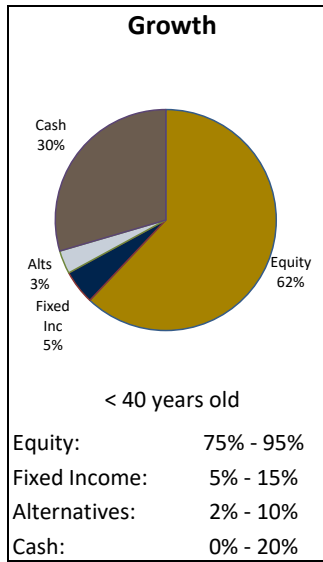
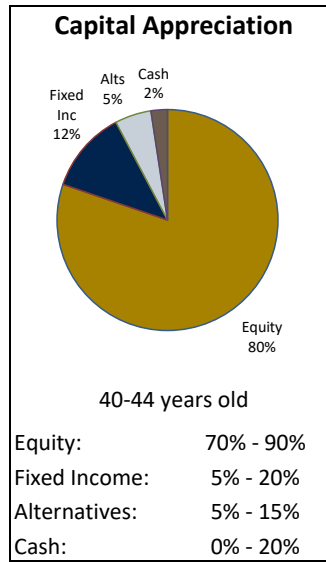
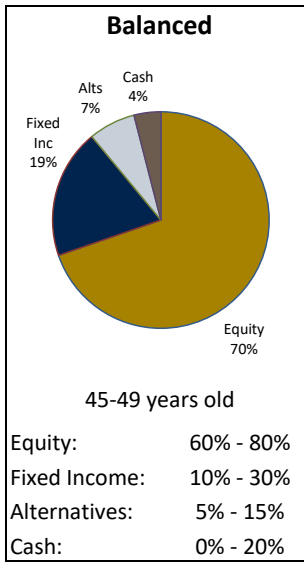
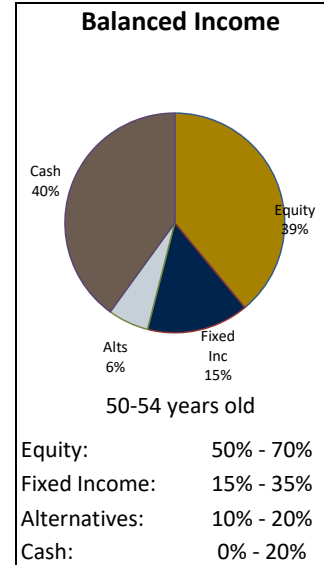
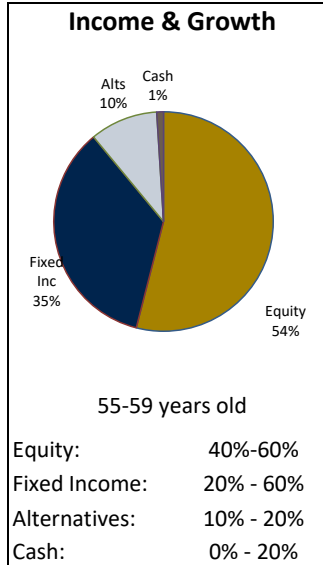
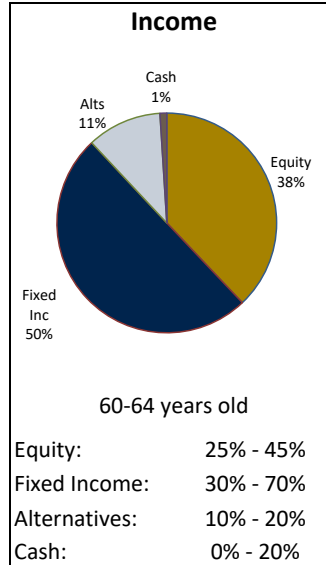
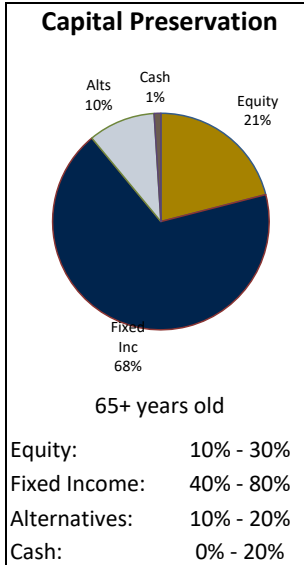
**El Toro Water District 401(k) Plan
Second Quarter 2021**



Keith Stribling, CFA
Vice President and Senior Portfolio Manager
HighMark Capital Management
(949) 553-2591
keith.stribling@unionbank.com

INVESTMENT POOLS - ASSET ALLOCATION

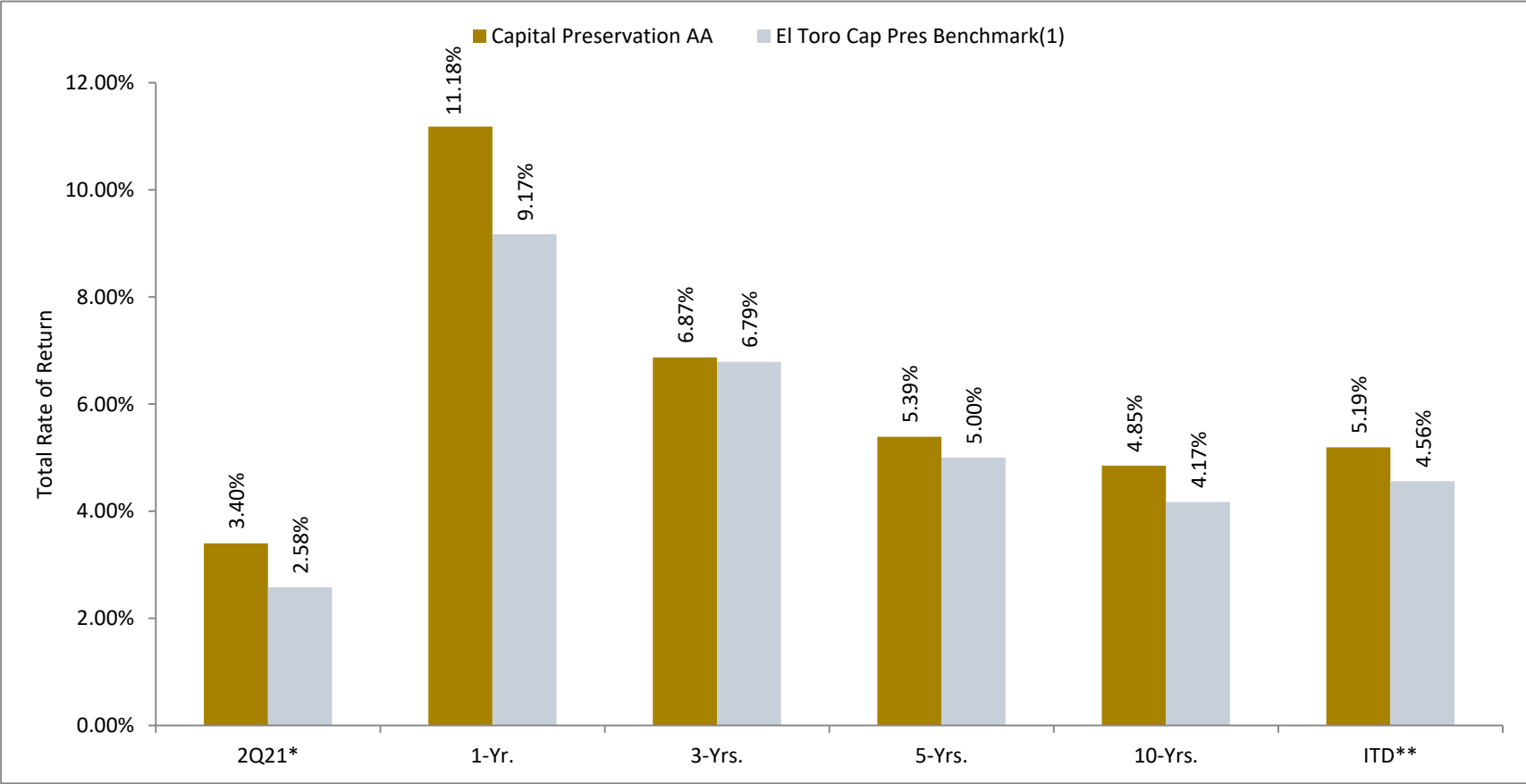
El Toro Water District - 401(k) Plan



INVESTMENT RETURNS - CAPITAL PRESERVATION PORTFOLIO

El Toro Water District - 401(k) Plan

Annualized Total Rate of Return
as of June 30, 2021



*Returns for periods under one year are not annualized

**Inception date: January 2006

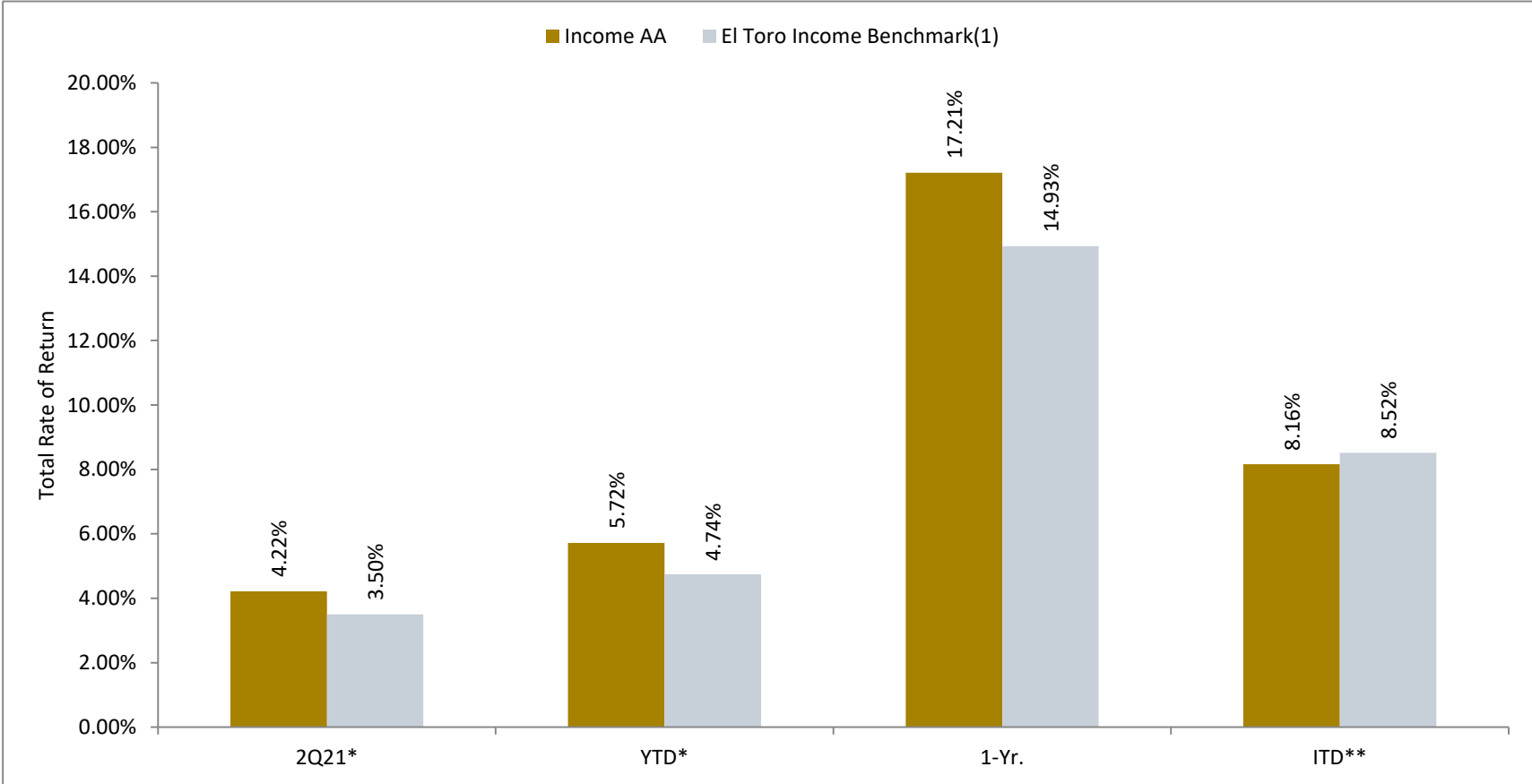
(1) El Toro Cap Pres Benchmark: 12% S&P 500, 2% Russell MidCap, 2% Russell 2000, 3% MSCI EAFE, 1% MSCI Emerging Markets, 44% Barclays US Aggregate Bond, 17% Barclays 1-3 Year Government/Credit Bond, 14% Wilshire Liquid Alternatives, 5% ICE BofAML 3 Mo US T-Bill

Note: Alternatives benchmark was changed from HFRI FOF Index to Wilshire Liquid Alternatives Index as of 5/31/18

INVESTMENT RETURNS - INCOME PORTFOLIO

El Toro Water District - 401(k) Plan

Annualized Total Rate of Return
as of June 30, 2021



*Returns for periods under one year are not annualized

**Inception date: August 2018

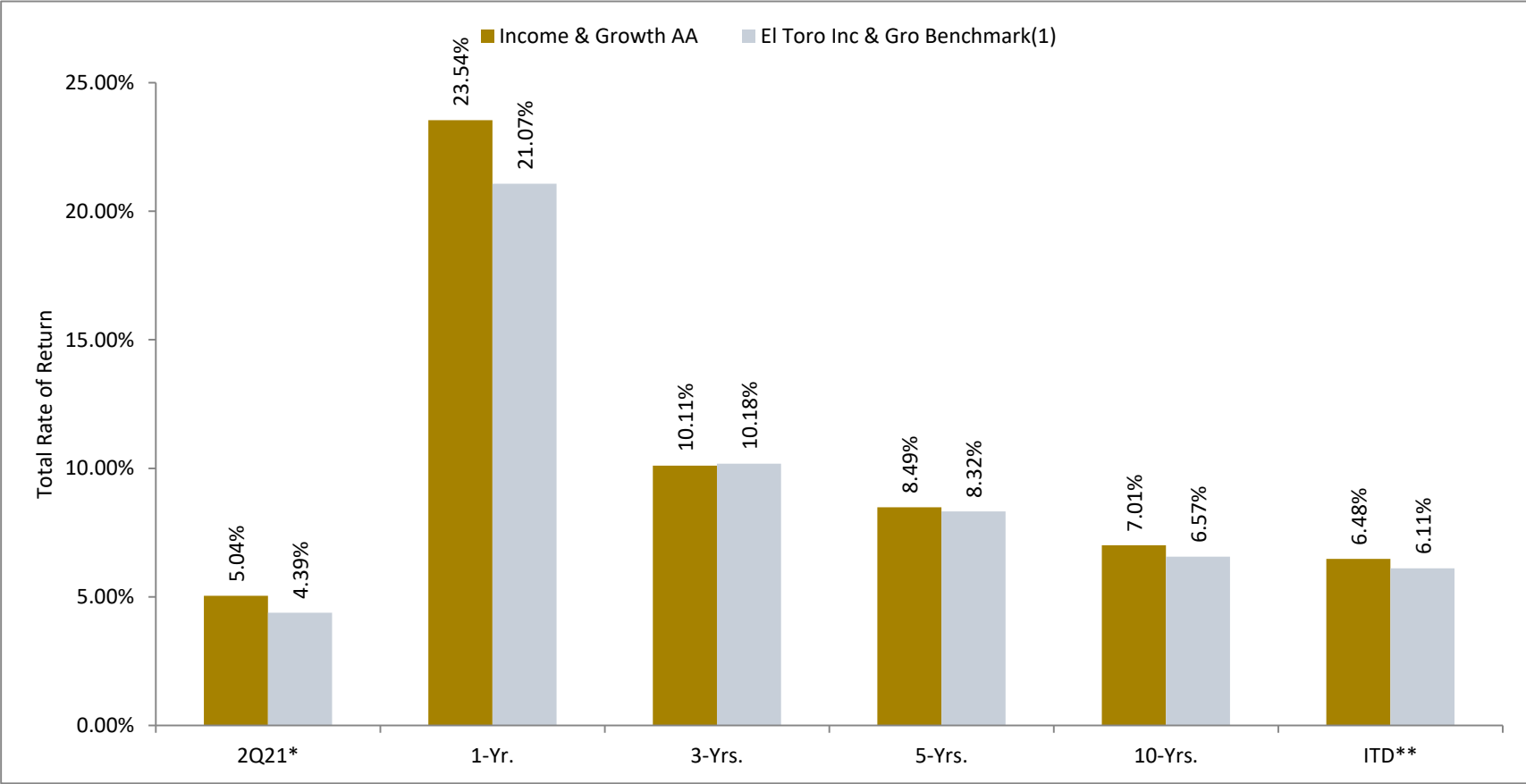
(1) El Toro Income Benchmark: 21% S&P 500, 3% Russell MidCap, 3% Russell 2000, 6% MSCI EAFE, 2% MSCI Emerging Market, 36% Barclays US Aggregate Bond, 14% Barclays 1-3 Year Government/Credit Bond, 13% Wilshire Liquid Alternatives, 2% ICE BofAML 3 Mo US T-Bill

Note: Alternatives benchmark was changed from HFRI FOF Index to Wilshire Liquid Alternatives Index as of 5/31/18

INVESTMENT RETURNS - INCOME & GROWTH PORTFOLIO

El Toro Water District - 401(k) Plan

Annualized Total Rate of Return
as of June 30, 2021



*Returns for periods under one year are not annualized

**Inception date: January 2006

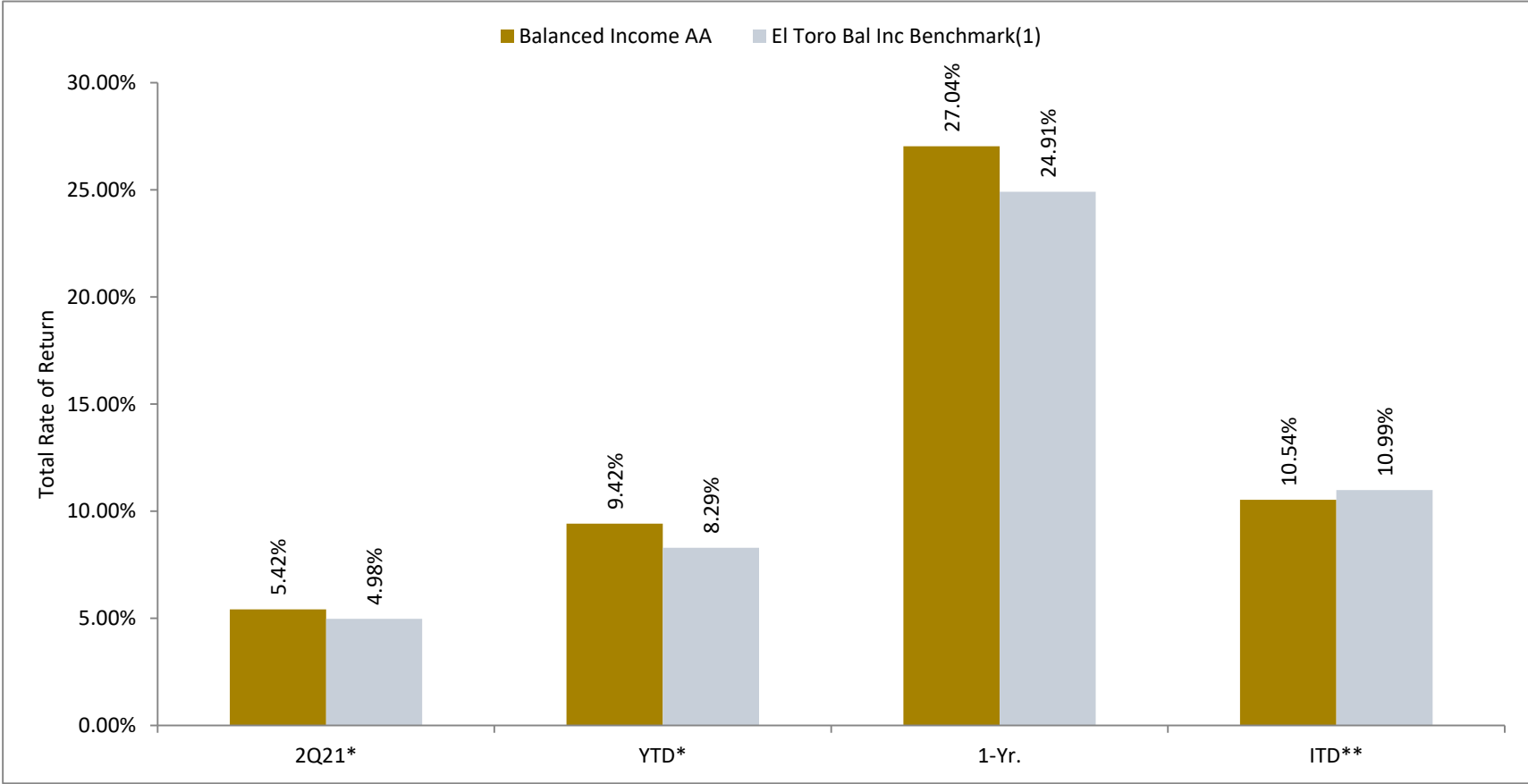
(1) El Toro Inc & Gro Benchmark: 30% S&P 500, 4% Russell MidCap, 4% Russell 2000, 9% MSCI EAFE, 3% MSCI Emerging Market, 25% Barclays US Aggregate Bond, 10% Barclays 1-3 Year Government/Credit Bond, 13% Wilshire Liquid Alternatives, 2% ICE BofAML 3 Mo US T-Bill

Note: Alternatives benchmark was changed from HFRI FOF Index to Wilshire Liquid Alternatives Index as of 5/31/18

INVESTMENT RETURNS - BALANCED INCOME PORTFOLIO

El Toro Water District - 401(k) Plan

Annualized Total Rate of Return
as of June 30, 2021



*Returns for periods under one year are not annualized

**Inception date: August 2018

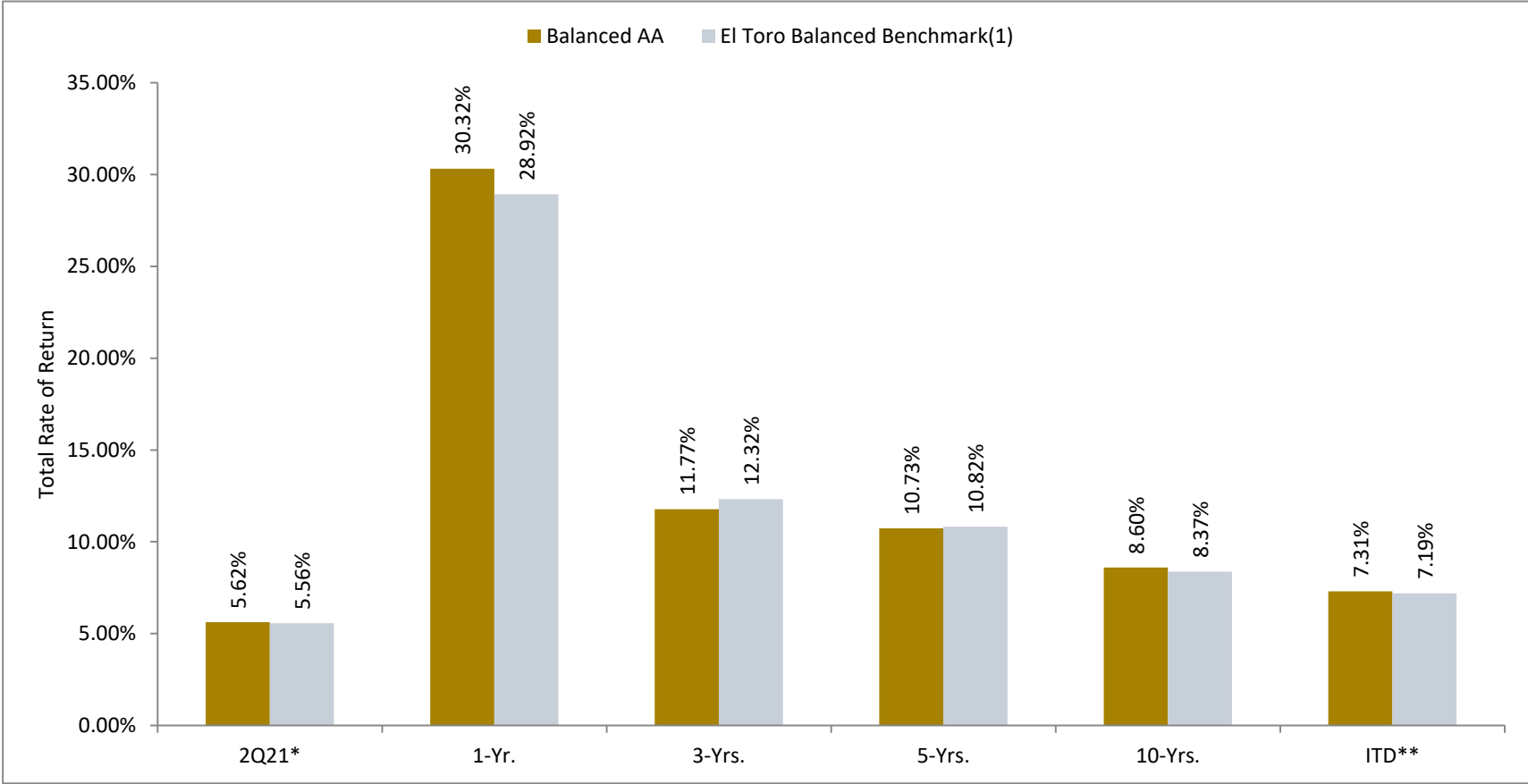
(1) El Toro Bal Inc Benchmark: 36% S&P 500, 4% Russell MidCap, 4% Russell 2000, 12% MSCI EAFE, 4% MSCI Emerging Market, 19% Barclays US Aggregate Bond, 8% Barclays 1-3 Year Government/Credit Bond, 12% Wilshire Liquid Alternatives, 1% ICE BofAML 3 Mo US T-Bill

Note: Alternatives benchmark was changed from HFRI FOF Index to Wilshire Liquid Alternatives Index as of 5/31/18

INVESTMENT RETURNS - BALANCED PORTFOLIO

El Toro Water District - 401(k) Plan

Annualized Total Rate of Return
as of June 30, 2021



*Returns for periods under one year are not annualized

**Inception date: January 2006

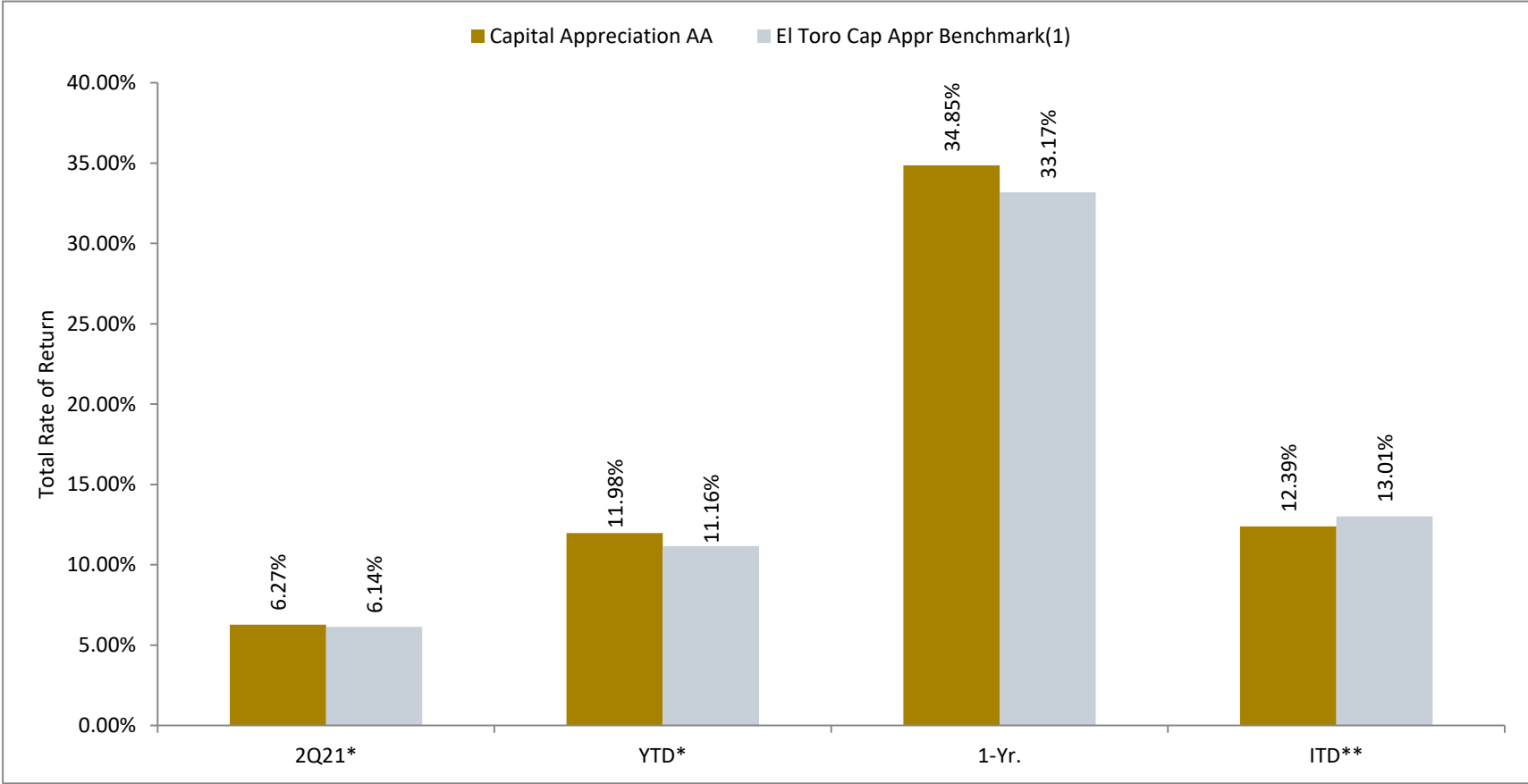
(1) El Toro Balanced Benchmark: 42% S&P 500, 5% Russell MidCap, 5% Russell 2000, 14% MSCI EAFE, 4% MSCI Emerging Market, 14% Barclays US Aggregate Bond, 6% Barclays 1-3 Year Government/Credit Bond, 9% Wilshire Liquid Alternatives, 1% ICE BofAML 3 Mo US T-Bill

Note: Alternatives benchmark was changed from HFRI FOF Index to Wilshire Liquid Alternatives Index as of 5/31/18

INVESTMENT RETURNS - CAPITAL APPRECIATION PORTFOLIO

El Toro Water District - 401(k) Plan

Annualized Total Rate of Return
as of June 30, 2021



*Returns for periods under one year are not annualized

**Inception date: August 2018

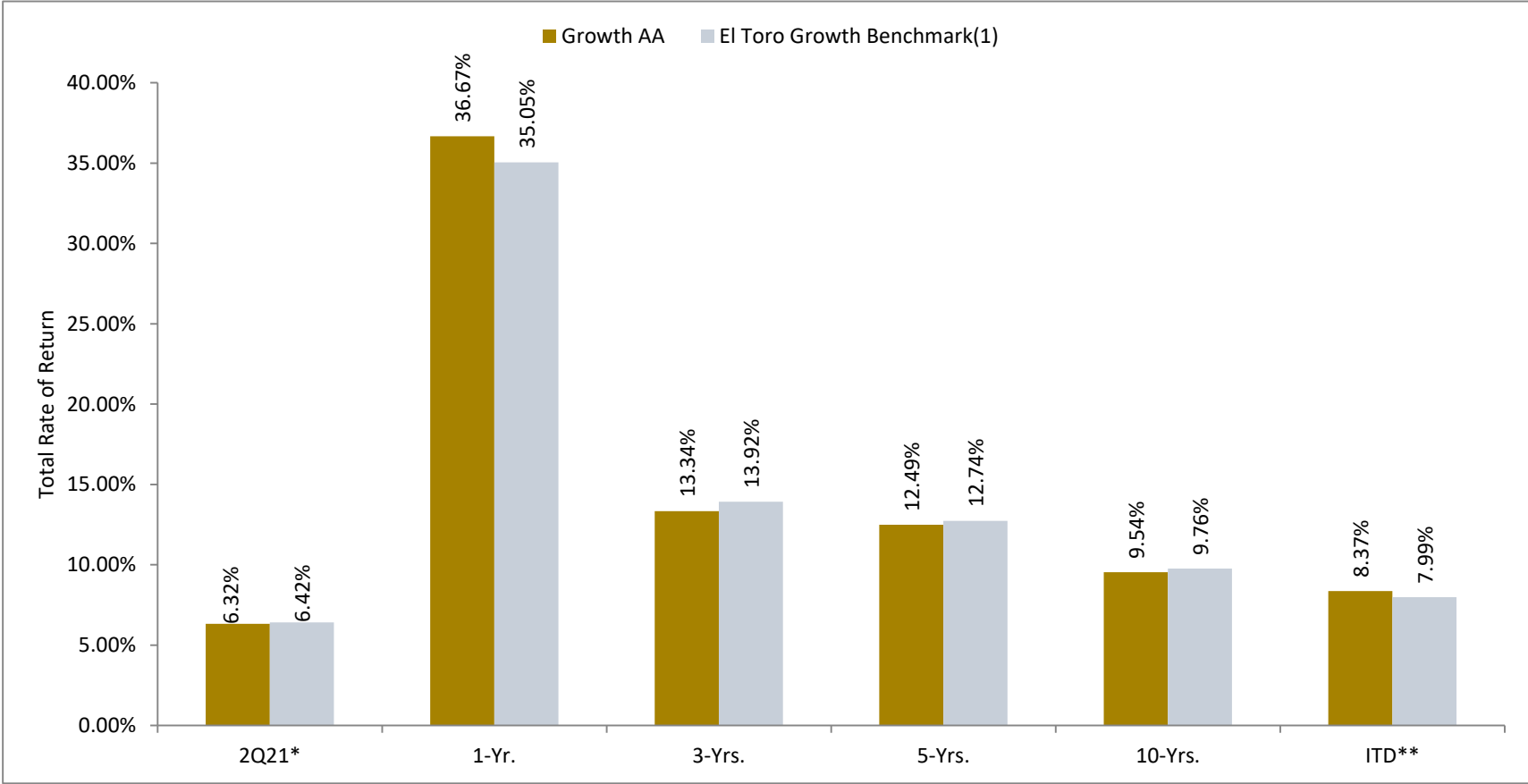
(1) El Toro Cap Appr Benchmark: 48% S&P 500, 6% Russell MidCap, 6% Russell 2000, 16% MSCI EAFE, 4% MSCI Emerging Market, 8% Barclays US Aggregate Bond, 4% Barclays 1-3 year Government/Credit, 7% Wilshire Liquid Alternatives, 1% ICE BofAML 3 Mo US T-Bill

Note: Alternatives benchmark was changed from HFRI FOF Index to Wilshire Liquid Alternatives Index as of 5/31/18

INVESTMENT RETURNS - GROWTH PORTFOLIO

El Toro Water District - 401(k) Plan

Annualized Total Rate of Return
as of June 30, 2021



*Returns for periods under one year are not annualized

**Inception date: January 2006

(1) El Toro Growth Benchmark: 51% S&P 500, 6% Russell MidCap, 6% Russell 2000, 17% MSCI EAFE, 5% MSCI Emerging Market, 6% Barclays US Aggregate Bond, 3% Barclays 1-3 year Government/Credit, 5% Wilshire Liquid Alternatives, 1% ICE BofAML 3 Mo US T-Bill

Note: Alternatives benchmark was changed from HFRI FOF Index to Wilshire Liquid Alternatives Index as of 5/31/18

INVESTMENT RETURNS - FIXED INCOME FUNDS

El Toro Water District - 401(k) Plan

Annualized Total Rate of Return (%) as of 06/30/2021

Ticker	Name	MStar Rating*	3-Mos.**	YTD**	1-Yr.	3-Yrs.	5-Yrs.	10-Yrs.
Ultra Short-Term Bond								
VUSFX	Vanguard Ultra-Short-Term Bond Admiral	4	0.16	0.31	1.07	2.38	1.91	--
Short-Term Bond								
VFSUX	Vanguard Short-Term Investment-Grade Adm	4	-0.47	0.21	2.13	4.18	2.80	2.61
Intermediate-Term Bond								
DODIX	Dodge & Cox Income	4	-2.52	-0.58	3.39	6.42	4.54	4.26
DBLFX	DoubleLine Core Fixed Income I	3	-2.08	-0.25	3.33	4.70	3.29	4.23
PTTRX	PIMCO Total Return Instl	3	-3.09	-1.06	1.47	5.77	3.84	3.77
PTRQX	PGIM Total Return Bond R6	4	-4.44	-1.44	2.70	6.24	4.31	4.76
Multi-Sector Bond								
PIMIX	PIMCO Income Instl	5	-0.17	1.84	9.59	5.65	5.80	6.97

*Morningstar overall rating

**Returns for periods under one year are not annualized

Returns are shown net of embedded expense ratios

Source: Morningstar Direct

INVESTMENT RETURNS - EQUITY FUNDS

El Toro Water District - 401(k) Plan

Annualized Total Rate of Return (%) as of 06/30/2021

Ticker	Name	MStar Rating*	3-Mos.**	YTD**	1-Yr.	3-Yrs.	5-Yrs.	10-Yrs.
Large Blend								
COFYX	Columbia Contrarian Core Inst3	4	7.13	16.09	44.13	20.19	17.45	15.01
VGIAX	Vanguard Growth & Income Adm	4	6.92	15.89	41.52	18.08	17.18	14.86
Large Value								
DODGX	Dodge & Cox Stock	5	15.86	26.09	58.92	15.79	17.44	13.89
PKAIX	PIMCO RAE US InstI	3	14.14	20.22	48.99	12.77	12.97	--
IVE	iShares S&P 500 Value ETF	4	10.69	16.18	39.27	12.96	12.36	11.67
Large Growth								
HNACX	Harbor Capital Appreciation Retirement	4	-3.37	9.73	43.18	26.38	26.57	18.51
LSITX	ClearBridge Large Cap Growth IS	3	0.27	11.54	36.81	21.84	21.00	17.65
Mid Blend								
VO	Vanguard Mid-Cap ETF	5	7.19	15.32	46.90	16.50	15.75	13.12
Small Blend								
DCZRX	Delaware Small Cap Core R6	4	13.03	18.15	54.42	12.16	15.73	12.97
VB	Vanguard Small-Cap ETF	5	10.22	16.38	56.48	14.73	15.95	12.89

*Morningstar overall rating

**Returns for periods under one year are not annualized

Returns are shown net of embedded expense ratios

Source: Morningstar Direct

INVESTMENT RETURNS - EQUITY FUNDS

El Toro Water District - 401(k) Plan

Annualized Total Rate of Return (%) as of 06/30/2021

Ticker	Name	MStar Rating*	3-Mos.**	YTD**	1-Yr.	3-Yrs.	5-Yrs.	10-Yrs.
Small Growth								
RSEJX	Victory RS Small Cap Growth R6	2	-2.56	0.44	34.82	15.92	22.23	14.64
VBK	Vanguard Small-Cap Growth ETF	3	2.58	8.54	45.77	18.82	19.38	13.86
Small Cap Value								
UBVFX	Undiscovered Managers Behavioral Val R6	3	22.72	27.85	84.83	10.16	12.80	12.70
Foreign Large Value								
DODFX	Dodge & Cox International Stock	3	7.16	12.15	40.39	7.48	10.22	5.52
Foreign Large Blend								
DFALX	DFA Large Cap International I	3	4.60	10.41	34.71	8.60	10.56	5.85
HEFA	iShares Currency Hedged MSCI EAFE ETF	4	8.24	13.59	28.21	9.60	11.52	--
Foreign Large Growth								
MGRDX	MFS International Growth R6	3	0.63	7.77	31.10	12.74	14.08	8.16
Diversified Emerging Markets								
HHHFX	Hartford Schroders Emerging Mkts Eq F	4	3.54	6.54	43.85	13.28	15.03	5.57
VWO	Vanguard FTSE Emerging Markets ETF	3	3.57	8.91	38.82	11.66	11.96	3.93

*Morningstar overall rating

**Returns for periods under one year are not annualized

Returns are shown net of embedded expense ratios

Source: Morningstar Direct

INVESTMENT RETURNS - ALTERNATIVE FUNDS

El Toro Water District - 401(k) Plan

Annualized Total Rate of Return (%) as of 06/30/2021

Ticker	Name	MStar Rating*	3-Mos.**	YTD**	1-Yr.	3-Yrs.	5-Yrs.	10-Yrs.
Market Neutral								
BSIKX	BlackRock Strategic Income Opps K	4	0.22	1.30	8.45	5.42	4.73	3.86
BILPX	BlackRock Event Driven Equity Instl	4	0.70	2.60	8.62	6.38	6.23	7.52
Managed Futures								
AHLIX	American Beacon AHL Mgd Futs Strat R5	5	5.88	9.05	17.35	7.95	5.06	--
AMFNX	AlphaSimplex Mgd Futs Strat N	4	4.76	7.38	18.86	7.47	2.11	3.59
Fund of Hedge Funds								
BSTKX	BlackRock Total Factor K	2	4.42	8.61	6.39	-0.75	1.78	--
QSPIX	AQR Style Premia Alternative I	1	19.81	17.92	14.16	-7.18	-3.68	--
REITs								
ICF	iShares Cohen & Steers REIT ETF	3	7.71	22.35	32.28	12.20	6.94	9.42
Precious Metals								
IAU	iShares Gold Trust	--	-10.63	-6.88	-0.55	11.86	5.68	1.34

*Morningstar overall rating

**Returns for periods under one year are not annualized

Returns are shown net of embedded expense ratios

Source: Morningstar Direct

INVESTMENT RETURNS & RANKINGS - FIXED INCOME FUNDS

El Toro Water District - 401(k) Plan

		Annualized Total Rate of Return (%) as of 06/30/2021																							
Ticker	Name	Exp Ratio	MStar Rtg*	3-Mos**			YTD**			1-Year			3-Years			5-Years			10-Years			3 Yr Shrp%	3 Yr SD	Lipper Category	
				Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg				
Ultra Short-Term Bond																									
VUSFX	Vanguard Ultra-Short-Term Bond Admiral	0.10	4	0.16	44	63	0.31	29	56	1.07	38	56	2.38	15	6	1.91	25	18	--	--	7	1.22	0.94	Lipper Ultra Sht Obligation Funds	
Peer Group	US Fund Short-Term Bond			-0.12			-0.12			6.22			3.30			2.55			2.06			0.69	2.52		
Index	BBgBarc US Govt/Credit 1-3 Yr TR USD			-0.04			-0.04			1.57			3.04			2.00			1.57			1.78	0.96		
Short-Term Bond																									
VFSUX	Vanguard Short-Term Investment-Grade Adm	0.10	4	-0.47	26	65	0.21	51	75	2.13	45	75	4.18	13	41	2.80	20	50	2.61	16	51	0.95	2.74	Lipper Sht Inv Grade Debt Funds	
Peer Group	US Fund Short-Term Bond			-0.12			-0.12			6.22			3.30			2.55			2.06			0.69	2.52		
Index	BBgBarc US Govt/Credit 1-3 Yr TR USD			-0.04			-0.04			1.57			3.04			2.00			1.57			1.78	0.96		
Intermediate-Term Bond																									
DBLFX	DoubleLine Core Fixed Income I	0.41	3	-2.08	71	19	-0.25	25	34	3.33	35	34	4.70	85	92	3.29	74	82	4.23	27	31	0.56	4.81	Lipper Core Plus Bond Funds	
DODIX	Dodge & Cox Income	0.42	4	-2.52	62	17	-0.58	38	13	3.39	33	13	6.42	21	13	4.54	16	4	4.26	24	7	1.08	3.86	Lipper Core Bond Funds	
PTRRX	PIMCO Total Return Instl	0.70	3	-3.09	49	57	-1.06	68	78	1.47	78	78	5.77	51	60	3.84	44	53	3.77	55	56	0.97	3.63	Lipper Core Plus Bond Funds	
PTRQX	PGIM Total Return Bond R6	0.39	4	-4.44	3	74	-1.44	88	49	2.70	47	49	6.24	29	36	4.31	22	28	4.76	8	9	0.61	6.02	Lipper Core Plus Bond Funds	
Peer Group	US Fund Intermediate Core Bond			-2.96			-2.96			2.79			4.57			3.11			3.34			1.05	3.68		
Index	BBgBarc US Agg Bond TR USD			-3.37			-3.37			0.71			4.65			3.10			3.44			0.93	3.56		
Multi-Sector Bond																									
PIMIX	PIMCO Income Instl	1.09	5	-0.17	57	#N/A	1.84	48	#N/A	9.59	47	#N/A	5.65	48	#N/A	5.80	15	#N/A	6.97	1	#N/A	0.60	5.78	#N/A	
Peer Group	US Fund Multisector Bond			-0.18			-0.18			15.18			4.42			4.75			4.23			0.44	6.84		
Index	BBgBarc US Agg Bond TR USD			-3.37			-3.37			0.71			4.65			3.10			3.44			0.93	3.56		

*Morningstar overall rating

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Source: Morningstar Direct; Wilshire Compass (Lipper Rankings)

INVESTMENT RETURNS & RANKINGS - EQUITY FUNDS

El Toro Water District - 401(k) Plan

Ticker	Name	Annualized Total Rate of Return (%) as of 06/30/2021																					Lipper Category	
		Exp Ratio	MStar Rtg*	3-Mos**			YTD**			1-Year			3-Years			5-Years			10-Years			3 Yr Shrp%		3 Yr SD
				Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg			
Large Blend																								
COFYX	Columbia Contrarian Core Inst3	0.64	4	7.13	37	27	16.09	29	12	44.13	23	12	20.19	8	11	17.45	30	35	15.01	--	n.a.	0.88	19.08	Lipper Large-Cap Core Funds
VGIAX	Vanguard Growth & Income Adm	0.22	4	6.92	36	29	15.89	32	36	41.52	45	36	18.08	40	9	17.18	38	17	14.86	11	n.a.	0.83	18.76	Lipper Large-Cap Core Funds
Peer Group	US Fund Large Blend			6.74			6.74			56.80			14.87			14.80			12.40			0.75	18.21	
Index	Russell 1000 TR USD			5.91			5.91			60.59			17.31			16.66			13.97			0.86	18.99	
Index	S&P 500 TR USD			6.17			6.17			56.35			16.78			16.29			13.91			0.86	18.40	
Large Value																								
DODGX	Dodge & Cox Stock	0.52	5	15.86	3	7	26.09	3	17	58.92	6	17	15.79	10	10	17.44	3	4	13.89	2	3	0.60	23.40	Lipper Large-Cap Value Funds
PKAIX	PIMCO RAE US Instl	0.41	3	14.14	54	38	20.22	23	37	48.99	24	37	12.77	38	34	12.97	34	36	--	--	n.a.	0.57	20.89	Lipper Large-Cap Core Funds
IVE	iShares S&P 500 Value ETF	0.18	4	10.69	67	#N/A	16.18	64	#N/A	39.27	64	#N/A	12.96	36	#N/A	12.36	46	#N/A	11.67	33	#N/A	0.59	19.60	#N/A
Peer Group	US Fund Large Value			11.44			11.44			56.98			10.46			11.43			10.32			0.52	19.75	
Index	Russell 1000 Value TR USD			11.26			11.26			56.09			10.96			11.74			10.99			0.55	19.97	
Large Growth																								
HNACX	Harbor Capital Appreciation Retirement	0.58	4	-3.37	5	92	9.73	85	20	43.18	31	20	26.38	14	11	26.57	11	6	18.51	--	n.a.	1.02	21.93	Lipper Large-Cap Growth Funds
LSITX	ClearBridge Large Cap Growth IS	0.62	3	0.27	38	73	11.54	70	80	36.81	78	80	21.84	55	72	21.00	57	72	17.65	--	n.a.	0.97	18.98	Lipper Large-Cap Growth Funds
Peer Group	US Fund Large Growth			2.23			2.23			63.57			20.44			19.42			14.73			0.99	19.00	
Index	Russell 1000 Growth TR USD			0.94			0.94			62.74			22.80			21.05			16.63			1.09	19.41	
Mid Core																								
VO	Vanguard Mid-Cap ETF	0.04	5	7.19	10	#N/A	15.32	73	#N/A	46.90	67	#N/A	16.50	13	#N/A	15.75	18	#N/A	13.12	11	#N/A	0.68	21.54	#N/A
Peer Group	US Fund Mid-Cap Blend			10.93			10.93			74.76			12.39			13.04			10.72			0.56	22.07	
Index	Russell Mid Cap TR USD			8.14			8.14			73.64			14.73			14.67			12.47			0.67	22.02	

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Source: Morningstar Direct; Wilshire Compass (Lipper Rankings)

INVESTMENT RETURNS & RANKINGS - EQUITY FUNDS

El Toro Water District - 401(k) Plan

Ticker	Name	Exp Ratio	MStar Rtg*	Annualized Total Rate of Return (%) as of 06/30/2021																			Lipper Category	
				3-Mos**			YTD**			1-Year			3-Years			5-Years			10-Years			3 Yr Shrp%		3 Yr SD
				Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg			
Small Value																								
UBVFX	Undiscovered Managers Behavioral Val R6	0.80	3	22.72	49	42	27.85	34	20	84.83	16	20	10.16	36	31	12.80	37	39	12.70	--	n.a.	0.45	31.71	Lipper Small-Cap Value Funds
Peer Group	US Fund Small Value			21.49			21.49			100.66			9.93			11.66			9.18			0.44	27.64	
Index	Russell 2000 Value TR USD			21.17			21.17			97.05			11.57			13.56			10.06			0.49	26.96	
Small Blend																								
DCZRX	Delaware Small Cap Core R6	0.71	4	13.03	41	66	18.15	62	75	54.42	76	75	12.16	44	35	15.73	25	22	12.97	--	n.a.	0.59	24.50	Lipper Small-Cap Core Funds
VB	Vanguard Small-Cap ETF	0.05	5	10.22	22	#N/A	16.38	81	#N/A	56.48	70	#N/A	14.73	13	#N/A	15.95	20	#N/A	12.89	11	#N/A	0.64	24.67	#N/A
Peer Group	US Fund Small Blend			15.14			15.14			89.31			11.96			13.48			10.55			0.50	25.15	
Index	Russell 2000 TR USD			12.70			12.70			94.85			14.76			16.35			11.68			0.61	25.70	
Small Growth																								
RSEJX	Victory RS Small Cap Growth R6	1.06	2	-2.56	81	99	0.44	97	99	34.82	98	98	15.92	68	64	22.23	35	n.a.	14.64	--	n.a.	0.69	25.85	Lipper Small-Cap Growth Funds
VBK	Vanguard Small-Cap Growth ETF	0.07	3	2.58	35	0	8.54	71	n.a.	45.77	78	n.a.	18.82	48	n.a.	19.38	55	n.a.	13.86	52	n.a.	0.80	24.11	Lipper Small-Cap Growth Funds
Peer Group	US Fund Small Growth			6.93			6.93			95.97			20.49			20.46			13.43			0.80	24.61	
Index	Russell 2000 Growth TR USD			4.88			4.88			90.20			17.16			18.61			13.02			0.70	25.53	

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Source: Morningstar Direct; Wilshire Compass (Lipper Rankings)

INVESTMENT RETURNS & RANKINGS - EQUITY FUNDS

El Toro Water District - 401(k) Plan

Ticker	Name	Exp Ratio	MStar Rtg*	Annualized Total Rate of Return (%) as of 06/30/2021																			Lipper Category	
				3-Mos**			YTD**			1-Year			3-Years			5-Years			10-Years			3 Yr Shrp%		3 Yr SD
				Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg			
Foreign Large Blend																								
DFALX	DFA Large Cap International I	0.22	3	4.60	32	31	10.41	23	40	34.71	41	40	8.60	49	42	10.56	44	36	5.85	44	35	0.34	18.56	Lipper International Large-Cap Core
HEFA	iShares Currency Hedged MSCI EAFE ETF	0.03	4	8.24	65	5	13.59	5	92	28.21	86	92	9.60	29	18	11.52	18	11	--	--	n.a.	0.53	15.95	Lipper International Multi-Cap Core
Peer Group	US Fund Foreign Large Blend			3.71						48.07			5.94			8.81			5.40			0.33	17.57	
Peer Group	US Fund Europe Stock			4.96			4.96			50.87			6.38			8.45			5.89			0.36	19.16	
Index	MSCI EAFE NR USD			3.48			3.48			44.57			6.02			8.85			5.52			0.34	17.74	
Index	MSCI ACWI Ex USA NR USD			3.49			3.49			49.41			6.51			9.76			4.93			0.37	17.65	
Foreign Large Value																								
DODFX	Dodge & Cox International Stock	0.63	3	7.16	33	13	12.15	42	9	40.39	27	9	7.48	16	3	10.22	10	1	5.52	19	6	0.22	23.35	Lipper International Large-Cap Growth
Peer Group	US Fund Foreign Large Value			7.18			7.18			49.44			3.23			7.04			3.93			0.19	19.55	
Index	MSCI EAFE Value NR USD			7.44			7.44			45.71			1.85			6.57			3.65			0.12	20.77	
Index	MSCI ACWI Ex USA Value NR USD			7.06			7.06			48.68			2.40			7.25			3.02			0.15	20.23	
Foreign Large Growth																								
MGRDX	MFS International Growth R6	0.73	3	0.63	43	37	7.77	40	66	31.10	70	66	12.74	55	48	14.08	42	25	8.16	42	21	0.66	15.68	Lipper International Multi-Cap Growth
Peer Group	US Fund Foreign Large Growth			0.31			0.31			54.23			11.05			12.28			7.67			0.60	16.68	
Index	MSCI EAFE Growth NR USD			-0.57			-0.57			42.59			9.84			10.84			7.21			0.58	15.80	
Index	MSCI ACWI Ex USA Growth NR USD			-0.08			-0.08			49.36			10.31			12.03			6.69			0.60	16.20	
Diversified Emerging Markets																								
HHHFX	Hartford Schroders Emerging Mkts Eq F	--	4	3.54	84	67	6.54	72	37	43.85	35	37	13.28	26	33	15.03	18	n.a.	5.57	--	n.a.	0.47	19.48	Lipper Emerging Markets Funds
VVO	Vanguard FTSE Emerging Markets ETF	0.10	3	3.57	47	#N/A	8.91	43	#N/A	38.82	66	#N/A	11.66	38	#N/A	11.96	54	#N/A	3.93	60	#N/A	0.35	18.94	#N/A
Peer Group	US Fund Diversified Emerging Mkts			3.14			3.14			62.38			6.09			11.52			3.82			0.32	19.15	
Index	MSCI EM NR USD			2.29			2.29			58.39			6.48			12.07			3.65			0.35	19.16	

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Source: Morningstar Direct; Wilshire Compass (Lipper Rankings)

INVESTMENT RETURNS & RANKINGS - ALTERNATIVE FUNDS

El Toro Water District - 401(k) Plan

Ticker	Name	Annualized Total Rate of Return (%) as of 06/30/2021																				Lipper Category		
		Exp Ratio	MStar Rtg*	3-Mos**			YTD**			1-Year			3-Years			5-Years			10-Years				3 Yr Shrp%	3 Yr SD
				Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg	Tot ROR	Mstar Rnkg	Lipper Rnkg			
Market Neutral																								
BSIKX	BlackRock Strategic Income Opps K	0.63	4	0.22	62	55	1.30	58	47	8.45	39	47	5.42	17	23	4.73	27	37	3.86	--	n.a.	0.67	5.08	Lipper Alt Credit Focus Funds
BILPX	BlackRock Event Driven Equity Instl	1.20	4	0.70	33	58	2.60	58	59	8.62	49	59	6.38	41	45	6.23	30	26	7.52	10	12	1.09	4.74	Lipper Alt Event Driven Funds
Managed Futures																								
AHLIX	American Beacon AHL Mgd Futs Strat R5	1.54	5	5.88	46	27	9.05	24	25	17.35	31	25	7.95	5	7	5.06	5	1	--	--	n.a.	0.63	9.13	Lipper Alt Managed Futures
AMFNX	AlphaSimplex Mgd Futs Strat N	1.35	4	4.76	61	43	7.38	44	14	18.86	13	14	7.47	15	20	2.11	30	n.a.	3.59	--	n.a.	0.45	10.82	Lipper Alt Managed Futures
Fund of Hedge Funds																								
BSTKX	BlackRock Total Factor K	0.50	2	4.42	20	25	8.61	20	86	6.39	78	86	-0.75	85	96	1.78	82	n.a.	--	--	n.a.	-0.40	8.11	Lipper Alt Multi-Strategy Funds
QSPIX	AQR Style Premia Alternative I	1.78	1	19.81	98	2	17.92	3	37	14.16	41	37	-7.18	100	99	-3.68	94	98	--	--	n.a.	-1.00	10.46	Lipper Absolute Return
REITs																								
ICF	iShares Cohen & Steers REIT ETF	0.34	3	7.71	5	22	22.35	25	73	32.28	80	73	12.20	30	32	6.94	52	47	9.42	42	38	0.59	16.57	Lipper Real Estate Funds
Precious Metals																								
IAU	iShares Gold Trust	--	--	-10.63	63	#N/A	-6.88	84	#N/A	-0.55	86	#N/A	11.86	30	#N/A	5.68	32	#N/A	1.34	5	#N/A	0.54	13.96	#N/A

*Morningstar overall rating

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Source: Morningstar Direct; Wilshire Compass (Lipper Rankings)

TARGET FUND ALLOCATIONS

El Toro Water District - 401(k) Plan

	Capital Preservation	Income	Income & Growth	Balanced Income	Balanced	Capital Appreciation	Growth	Ticker	Fund Name
Equity	21%	38%	58%	39%	69%	80%	61%		
Large Cap Blend	3.33%	5.54%	9.10%	6.06%	10.81%	12.45%	9.24%	COFYX	Columbia Contrarian Core Inst3
	3.29%	5.61%	9.18%	5.73%	10.56%	11.72%	9.27%	VGIAX	Vanguard Growth & Income Adm
Large Cap Growth	1.80%	3.16%	4.78%	3.27%	5.47%	6.55%	4.73%	HNACX	Harbor Capital Appreciation Retirement
	1.47%	2.63%	3.68%	2.53%	4.60%	5.05%	4.17%	LSITX	ClearBridge Large Cap Growth IS
Large Cap Value	1.46%	2.76%	3.81%	2.60%	4.88%	5.81%	4.31%	PKAIX	PIMCO RAE US Instl
	1.57%	2.97%	4.10%	2.80%	5.27%	6.16%	4.64%	DODGX	Dodge & Cox Stock
	0.22%	0.56%	0.53%	0.60%	1.29%	1.55%	1.26%	IVE	iShares S&P 500 Value ETF
Mid Cap Blend	0.48%	0.89%	0.70%	0.63%	0.95%	0.89%	0.73%	VO	Vanguard Mid-Cap ETF
Small Cap Blend	0.80%	1.74%	1.97%	0.86%	1.71%	2.06%	1.52%	DCZRX	Delaware Small Cap Core R6
	0.34%	0.64%	1.67%	1.10%	1.42%	1.89%	1.35%	VB	Vanguard Small-Cap ETF
Small Cap Growth	0.36%	0.51%	1.16%	0.60%	1.24%	1.57%	1.02%	RSEJX	Victory RS Small Cap Growth R6
	0.23%	0.35%	0.60%	0.77%	1.16%	1.09%	1.05%	VBK	Vanguard Small-Cap Growth ETF
Small Cap Value	0.77%	1.06%	2.13%	1.63%	3.01%	3.77%	2.92%	UBVFX	Undiscovered Managers Behavioral Val R6
Foreign Large Blend	0.77%	1.03%	1.31%	1.04%	1.67%	2.10%	1.45%	HEFA	iShares Currency Hedged MSCI EAFE ETF
	2.06%	3.90%	7.01%	4.26%	7.40%	8.64%	6.19%	DFALX	DFA Large Cap International I
Foreign Large Growth	0.67%	1.29%	1.67%	1.19%	1.99%	2.36%	1.75%	MGRDX	MFS International Growth R6
Foreign Large Value	0.67%	1.29%	1.67%	1.17%	2.18%	2.44%	1.81%	DODFX	Dodge & Cox International Stock
Emerging Markets	1.06%	2.20%	3.08%	2.04%	3.67%	3.84%	3.97%	HHHFX	Hartford Schroders Emerging Mkts Eq F
	0.00%	0.00%	0.25%	0.46%	0.49%	0.49%	0.53%	VWO	Vanguard FTSE Emerging Markets ETF
Alternatives	9%	10%	11%	5%	7%	5%	3%		
Managed Futures	1.24%	1.65%	1.40%	0.74%	0.72%	0.60%	0.25%	AHLIX	American Beacon AHL Mgd Futs Strat R5
	1.73%	1.75%	1.58%	0.88%	1.01%	0.59%	0.47%	AMFNX	AlphaSimplex Mgd Futs Strat N
Market Neutral	1.48%	1.51%	1.47%	0.72%	1.10%	0.58%	0.51%	BSIKX	BlackRock Strategic Income Opps K
	1.39%	1.37%	1.52%	0.63%	0.75%	0.69%	0.53%	BILPX	BlackRock Event Driven Equity Instl
Multi-Strategy / Fund of Funds	0.39%	0.55%	0.63%	0.31%	0.33%	0.17%	0.13%	BSTKX	BlackRock Total Factor K
	0.28%	0.50%	0.98%	0.37%	0.54%	0.29%	0.18%	QSPIX	AQR Style Premia Alternative I
REITs	2.93%	2.99%	3.01%	1.52%	2.18%	1.99%	1.15%	ICF	iShares Cohen & Steers REIT ETF
Precious Metals	0.40%	0.50%	0.45%	0.40%	0.50%	0.38%	0.19%	IAU	iShares Gold Trust
Fixed Income	67%	49%	29%	15%	18%	11%	5%		
Ultra Short-Term Bond	1.76%	1.38%	0.63%	0.84%	1.60%	1.75%	0.54%	VUSFX	Vanguard Ultra-Short-Term Bond Admiral
Short-Term Bond	5.50%	3.35%	3.07%	1.72%	2.50%	1.76%	0.96%	VFSUX	Vanguard Short-Term Investment-Grade Adm
Intermediate-Term Bond	14.53%	10.83%	8.05%	2.93%	3.42%	1.82%	0.89%	DBLFX	DoubleLine Core Fixed Income I
	14.86%	11.14%	8.27%	3.03%	3.51%	1.86%	0.91%	PTTRX	PIMCO Total Return Instl
	15.08%	11.15%	0.25%	3.08%	3.52%	1.89%	0.92%	PTRQX	PGIM Total Return Bond R6
	15.17%	11.35%	8.44%	3.07%	3.57%	1.90%	0.93%	DODIX	Dodge & Cox Income
Multi-Sector Bond	1.07%	1.01%	1.10%	0.72%	1.10%	0.89%	0.00%	PIMIX	PIMCO Income Instl
Cash	1%	1%	1%	40%	4%	2%	30%		
Cash & Equivalents	0.82%	0.85%	0.75%	39.71%	3.87%	2.40%	29.54%	FIGXX	Fidelity Money Market Government Portfolio I
TOTAL	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%		

Target Allocations are subject to change without notice.

INVESTMENT PORTFOLIO SUMMARY - CAPITAL PRESERVATION

El Toro Water District - 401(k) Plan

Data as of:

06/30/2021

Portfolio Manager:
Keith Stribling, CFA

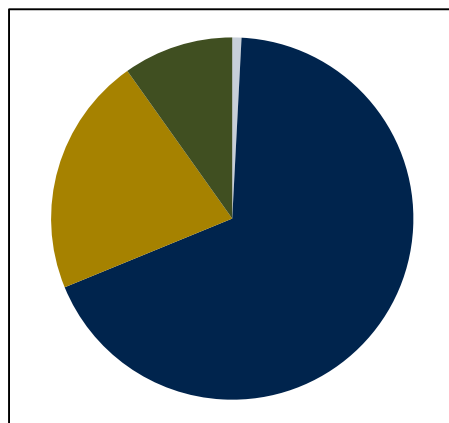
Account Snapshot

Asset Class	Market Value	Tax Cost	Est. Annual Income	Current Yield (%)
Cash & Equivalents	\$11,415.87	\$11,415.87	\$3.42	0.03%
Fixed Income	\$946,040.17	\$944,943.19	\$23,783.45	2.51%
Equities	\$297,294.49	\$214,663.36	\$3,252.40	1.09%
Alternatives	\$136,836.81	\$126,094.66	\$2,749.05	2.01%
Other	\$0.00	\$0.00	\$0.00	0.00%
Total	\$1,391,587.34	\$1,297,117.08	\$29,788.33	2.14%

Yields are gross of any fees and reflect the reinvestment of dividends and other income

Asset Allocation

0.8%	Cash & Equivalents
68.0%	Fixed Income
21.4%	Equities
9.8%	Alternatives
0.0%	Other



Income Summary (1, 2)

Cash & Equivalents Income Earned YTD	\$2
Taxable Fixed Income Income Earned YTD	\$12,112
Tax-Exempt Fixed Income Income Earned YTD	\$0
Equity Income Earned YTD	\$724
Alternative Income Earned YTD	\$557
Other Income Earned YTD	\$0
Total	\$13,395

Net Gain/Loss Summary (3)

	Realized	Unrealized
Net Short Term Gain/Loss	\$1,085	
Net Long Term Gain/Loss	\$15,910	
Total	\$16,995	\$94,470

(1) As of 06/30/2021

(2) Information is calculated on a calendar year basis and includes income, dividends, and capital gain distributions

(3) Gain/Loss information is for informational purposes only.

HOLDINGS REPORT

El Toro Water District 401(k) - Capital Preservation

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
CASH EQUIVALENTS								
MONEY MARKET FUNDS/CASH								
n.a.	n.a.	CASH	(1,724.2600)	(\$1,724.26)	1.00	(\$1,724.26)	-15.10%	-0.12%
FPZXX	n.a.	CASH FUND	13,140.13	\$13,140.13	1.00	\$13,140.13	115.10%	0.94%
TOTAL CASH				\$11,415.87		\$11,415.87		0.82%
FIXED INCOME								
Ultra Short-Term Bond Funds								
VUSFX	922031711	Vanguard Ultra-Short-Term Bond Admiral	1,217.57	24,545.10	20.14	24,521.80	2.59%	1.76%
Short-Term Bond Funds								
VFSUX	922031836	Vanguard Short-Term Investment-Grade Adm	6,982.86	75,205.33	10.96	76,532.12	8.09%	5.50%
Intermediate-Term Bond Funds								
DBLFX	258620301	DoubleLine Core Fixed Income I	18,164.67	200,345.76	11.13	202,172.81	21.37%	14.53%
DODIX	256210105	Dodge & Cox Income	14,734.47	208,718.13	14.33	211,145.01	22.32%	15.17%
PTRQX	74440B884	PGIM Total Return Bond R6	14,288.04	209,780.88	14.69	209,891.32	22.19%	15.08%
PTTRX	693390700	PIMCO Total Return Instl	19,928.45	211,581.01	10.38	206,857.26	21.87%	14.86%
				<u>\$830,425.78</u>		<u>\$830,066.40</u>		<u>59.65%</u>
Multi-Sector Bond Funds								
PIMIX	72201F490	PIMCO Income Instl	1,234.07	14,766.98	12.09	14,919.85	1.58%	1.07%
TOTAL FIXED INCOME				\$944,943.19		\$946,040.17		67.98%
EQUITY								
Large Cap Blend Funds								
COFYX	19766M709	Columbia Contrarian Core Inst3	1,280.66	32,455.01	36.15	46,295.68	15.57%	3.33%
VGIAX	921913208	Vanguard Growth & Income Adm	424.41	32,978.41	108.03	45,849.01	15.42%	3.29%
				<u>\$65,433.42</u>		<u>\$92,144.69</u>		<u>6.62%</u>
Large Cap Value Funds								
DODGX	256219106	Dodge & Cox Stock	91.37	15,929.88	239.56	21,888.60	7.36%	1.57%
PKAIX	72202L462	PIMCO RAE US Instl	1,449.11	15,012.23	14.03	20,330.94	6.84%	1.46%
IVE	464287408	iShares S&P 500 Value ETF	21.00	2,528.98	147.64	3,100.44	1.04%	0.22%
				<u>\$33,471.09</u>		<u>\$45,319.98</u>		<u>3.26%</u>

HOLDINGS REPORT

El Toro Water District 401(k) - Capital Preservation

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
Large Cap Growth Funds								
HNACX	411512528	Harbor Capital Appreciation Retirement	218.93	17,537.91	114.38	25,041.10	8.42%	1.80%
LSITX	52469H255	ClearBridge Large Cap Growth IS	270.65	14,256.04	75.75	20,502.04	6.90%	1.47%
				<u>\$31,793.95</u>		<u>\$45,543.14</u>		<u>3.27%</u>
Mid Cap Blend Funds								
VO	922908629	Vanguard Mid-Cap ETF	28.00	4,662.01	237.35	6,645.80	2.24%	0.48%
Small Cap Value Funds								
UBVFX	904504479	Undiscovered Managers Behavioral Val R6	130.57	7,426.92	82.27	10,742.08	3.61%	0.77%
Small Cap Blend Funds								
DCZRX	24610B826	Delaware Small Cap Core R6	348.68	7,715.99	32.02	11,164.77	3.76%	0.80%
VB	922908751	Vanguard Small-Cap ETF	21.00	3,131.11	225.28	4,730.88	1.59%	0.34%
				<u>\$10,847.10</u>		<u>\$15,895.65</u>		<u>1.14%</u>
Small Cap Growth Funds								
RSEJX	92647Q363	Victory RS Small Cap Growth R6	47.67	3,977.91	103.88	4,951.75	1.67%	0.36%
VBK	922908595	Vanguard Small-Cap Growth ETF	11.00	2,106.22	289.79	3,187.69	1.07%	0.23%
				<u>\$6,084.13</u>		<u>\$8,139.44</u>		<u>0.58%</u>
Foreign Large Value Funds								
DODFX	256206103	Dodge & Cox International Stock	191.16	7,432.21	49.01	9,368.65	3.15%	0.67%
Foreign Large Blend Funds								
DFALX	233203868	DFA Large Cap International I	1,050.86	22,207.57	27.26	28,646.47	9.64%	2.06%
HEFA	46434V803	iShares Currency Hedged MSCI EAFE ETF	310.00	8,354.39	34.64	10,738.40	3.61%	0.77%
				<u>\$30,561.96</u>		<u>\$39,384.87</u>		<u>2.83%</u>
Foreign Large Growth Funds								
MGRDX	552746356	MFS International Growth R6	204.02	6,734.97	45.93	9,370.82	3.15%	0.67%
Diversified Emerging Markets								
HHHF	41665X859	Hartford Schroders Emerging Mkts Eq F	680.49	10,215.60	21.66	14,739.37	4.96%	1.06%
				<u>\$10,215.60</u>		<u>\$14,739.37</u>		<u>1.06%</u>
TOTAL EQUITY					\$214,663.36		\$297,294.49	21.36%

HOLDINGS REPORT

El Toro Water District 401(k) - Capital Preservation

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
ALTERNATIVES								
Market Neutral								
BILPX	09250J734	BlackRock Event Driven Equity Instl	1,883.42	18,486.81	10.25	19,305.06	6.49%	1.39%
BSIKX	09260B374	BlackRock Strategic Income Opps K	1,978.02	19,926.59	10.39	20,551.61	6.91%	1.48%
				<u>\$38,413.40</u>		<u>\$39,856.67</u>		<u>2.86%</u>
Managed Futures								
AHLIX	024525669	American Beacon AHL Mgd Futs Strat R5	1,476.80	15,888.57	11.69	17,263.73	5.81%	1.24%
AMFNX	63873P825	AlphaSimplex Mgd Futs Strat N	2,177.88	22,112.24	11.06	24,087.30	8.10%	1.73%
				<u>\$38,000.81</u>		<u>\$41,351.03</u>		<u>2.97%</u>
Fund of Hedge Funds								
BSTKX	09258N380	BlackRock Total Factor K	577.25	5,045.19	9.33	5,385.77	1.81%	0.39%
QSPIX	00203H420	AQR Style Premia Alternative I	511.38	4,901.52	7.5	3,835.37	1.29%	0.28%
				<u>\$9,946.71</u>		<u>\$9,221.14</u>		<u>0.66%</u>
REITs								
ICF	464287564	iShares Cohen & Steers REIT ETF	624.00	33,525.64	65.35	40,778.40	13.72%	2.93%
Precious Metals								
IAU	464285204	iShares Gold Trust	167.00	6,208.10	33.71	5,629.57	1.89%	0.40%
TOTAL ALTERNATIVES					\$126,094.66		\$136,836.81	9.83%
TOTAL - ALL ASSETS					\$1,297,117.08		\$1,391,587.34	100.00%

INVESTMENT PORTFOLIO SUMMARY - INCOME

El Toro Water District - 401(k) Plan

Data as of:

06/30/2021

Portfolio Manager:
Keith Stribling, CFA

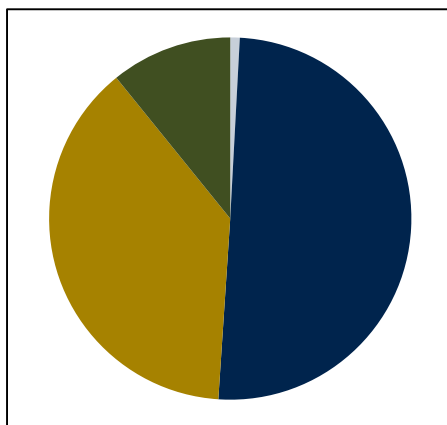
Account Snapshot

Asset Class	Market Value	Tax Cost	Est. Annual Income	Current Yield (%)
Cash & Equivalents	\$46,395.60	\$46,395.60	\$13.92	0.03%
Fixed Income	\$2,756,422.01	\$2,707,377.42	\$69,296.45	2.51%
Equities	\$2,093,282.23	\$1,582,874.64	\$22,900.51	1.09%
Alternatives	\$594,405.25	\$557,218.57	\$11,941.60	2.01%
Other	\$0.00	\$0.00	\$0.00	0.00%
Total	\$5,490,505.09	\$4,893,866.23	\$104,152.48	1.90%

Yields are gross of any fees and reflect the reinvestment of dividends and other income

Asset Allocation

0.8%	Cash & Equivalents
50.2%	Fixed Income
38.1%	Equities
10.8%	Alternatives
0.0%	Other



Income Summary (1, 2)

Cash & Equivalents Income Earned YTD	\$8
Taxable Fixed Income Income Earned YTD	\$33,777
Tax-Exempt Fixed Income Income Earned YTD	\$0
Equity Income Earned YTD	\$5,011
Alternative Income Earned YTD	\$2,086
Other Income Earned YTD	\$0
Total	\$40,882

Net Gain/Loss Summary (3)

	Realized	Unrealized
Net Short Term Gain/Loss	\$3,082	
Net Long Term Gain/Loss	\$18,445	
Total	\$21,527	\$596,639

(1) As of 06/30/2021

(2) Information is calculated on a calendar year basis and includes income, dividends, and capital gain distributions

(3) Gain/Loss information is for informational purposes only.

HOLDINGS REPORT

El Toro Water District 401(k) - Income

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
CASH EQUIVALENTS								
MONEY MARKET FUNDS/CASH								
n.a.	n.a.	CASH	(6,346.7300)	(\$6,346.73)	1.00	(\$6,346.73)	-13.68%	-0.12%
FPZXX	n.a.	CASH FUND	52,742.33	\$52,742.33	1.00	\$52,742.33	113.68%	0.96%
TOTAL CASH				\$46,395.60		\$46,395.60		0.85%
FIXED INCOME								
Ultra Short-Term Bond Funds								
VUSFX	922031711	Vanguard Ultra-Short-Term Bond Admiral	3,748.69	75,534.29	20.14	75,498.66	2.74%	1.38%
Short-Term Bond Funds								
VFSUX	922031836	Vanguard Short-Term Investment-Grade Adm	16,785.51	177,381.28	10.96	183,969.21	6.67%	3.35%
Intermediate-Term Bond Funds								
DBLFX	258620301	DoubleLine Core Fixed Income I	53,412.86	584,205.65	11.13	594,485.09	21.57%	10.83%
DODIX	256210105	Dodge & Cox Income	43,472.48	605,215.38	14.33	622,960.62	22.60%	11.35%
PTRQX	74440B884	PGIM Total Return Bond R6	41,667.87	602,605.52	14.69	612,100.95	22.21%	11.15%
PTTRX	693390700	PIMCO Total Return Instl	58,930.41	607,312.67	10.38	611,697.61	22.19%	11.14%
				<u>\$2,399,339.22</u>		<u>\$2,441,244.27</u>		<u>44.46%</u>
Multi-Sector Bond Funds								
PIMIX	72201F490	PIMCO Income Instl	4,607.93	55,122.63	12.09	55,709.87	2.02%	1.01%
TOTAL FIXED INCOME				\$2,707,377.42		\$2,756,422.01		50.20%
EQUITY								
Large Cap Blend Funds								
COFYX	19766M709	Columbia Contrarian Core Inst3	8,416.74	225,960.03	36.15	304,265.26	14.54%	5.54%
VGIAX	921913208	Vanguard Growth & Income Adm	2,853.54	232,151.15	108.03	308,267.93	14.73%	5.61%
				<u>\$458,111.18</u>		<u>\$612,533.19</u>		<u>11.16%</u>
Large Cap Value Funds								
DODGX	256219106	Dodge & Cox Stock	679.67	129,002.00	239.56	162,821.27	7.78%	2.97%
PKAIX	72202L462	PIMCO RAE US Instl	10,784.38	120,397.59	14.03	151,304.89	7.23%	2.76%
IVE	464287408	iShares S&P 500 Value ETF	208.00	25,799.71	147.64	30,709.12	1.47%	0.56%
				<u>\$275,199.30</u>		<u>\$344,835.28</u>		<u>6.28%</u>

HOLDINGS REPORT

El Toro Water District 401(k) - Income

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
Large Cap Growth Funds								
HNACX	411512528	Harbor Capital Appreciation Retirement	1,514.62	120,632.29	114.38	173,242.58	8.28%	3.16%
LSITX	52469H255	ClearBridge Large Cap Growth IS	1,902.78	101,450.76	75.75	144,135.28	6.89%	2.63%
				<u>\$222,083.05</u>		<u>\$317,377.86</u>		<u>5.78%</u>
Mid Cap Blend Funds								
VO	922908629	Vanguard Mid-Cap ETF	207.00	34,702.54	237.35	49,131.45	2.35%	0.89%
Small Cap Value Funds								
UBVFX	904504479	Undiscovered Managers Behavioral Val R6	710.29	43,931.59	82.27	58,435.81	2.79%	1.06%
Small Cap Blend Funds								
DCZRX	24610B826	Delaware Small Cap Core R6	2,975.39	69,098.02	32.02	95,272.05	4.55%	1.74%
VB	922908751	Vanguard Small-Cap ETF	156.00	23,835.85	225.28	35,143.68	1.68%	0.64%
				<u>\$92,933.87</u>		<u>\$130,415.73</u>		<u>2.38%</u>
Small Cap Growth Funds								
RSEJX	92647Q363	Victory RS Small Cap Growth R6	271.74	21,882.56	103.88	28,228.77	1.35%	0.51%
VBK	922908595	Vanguard Small-Cap Growth ETF	66.00	12,637.28	289.79	19,126.14	0.91%	0.35%
				<u>\$34,519.84</u>		<u>\$47,354.91</u>		<u>0.86%</u>
Foreign Large Value Funds								
DODFX	256206103	Dodge & Cox International Stock	1,441.15	59,315.04	49.01	70,630.76	3.37%	1.29%
Foreign Large Blend Funds								
DFALX	233203868	DFA Large Cap International I	7,855.73	169,192.58	27.26	214,147.20	10.23%	3.90%
HEFA	46434V803	iShares Currency Hedged MSCI EAFE ETF	1,637.00	47,194.81	34.64	56,705.68	2.71%	1.03%
				<u>\$216,387.39</u>		<u>\$270,852.88</u>		<u>4.93%</u>
Foreign Large Growth Funds								
MGRDX	552746356	MFS International Growth R6	1,545.65	54,904.66	45.93	70,991.66	3.39%	1.29%
Diversified Emerging Markets								
HHHF	41665X859	Hartford Schroders Emerging Mkts Eq F	5,573.53	90,786.18	21.66	120,722.70	5.77%	2.20%
				<u>\$90,786.18</u>		<u>\$120,722.70</u>		<u>2.20%</u>
TOTAL EQUITY					\$1,582,874.64		\$2,093,282.23	38.13%

HOLDINGS REPORT

El Toro Water District 401(k) - Income

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
ALTERNATIVES								
Market Neutral								
BILPX	09250J734	BlackRock Event Driven Equity Instl	7,336.82	72,233.94	10.25	75,202.39	3.59%	1.37%
BSIKX	09260B374	BlackRock Strategic Income Opps K	7,997.81	80,547.79	10.39	83,097.28	3.97%	1.51%
				<u>\$152,781.73</u>		<u>\$158,299.67</u>		<u>2.88%</u>
Managed Futures								
AHLIX	024525669	American Beacon AHL Mgd Futs Strat R5	7,771.79	85,676.52	11.69	90,852.25	4.34%	1.65%
AMFNX	63873P825	AlphaSimplex Mgd Futs Strat N	8,697.61	85,804.49	11.06	96,195.54	4.60%	1.75%
				<u>\$171,481.01</u>		<u>\$187,047.79</u>		<u>3.41%</u>
Fund of Hedge Funds								
BSTKX	09258N380	BlackRock Total Factor K	3,211.99	28,072.83	9.33	29,967.90	1.43%	0.55%
QSPIX	00203H420	AQR Style Premia Alternative I	3,679.19	33,810.27	7.5	27,593.95	1.32%	0.50%
				<u>\$61,883.10</u>		<u>\$57,561.85</u>		<u>1.05%</u>

HOLDINGS REPORT

El Toro Water District 401(k) - Income

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
REITs								
ICF	464287564	iShares Cohen & Steers REIT ETF	2,513.00	141,425.39	65.35	164,224.55	7.85%	2.99%
REITs								
IAU	464285204	iShares Gold Trust	809.00	29,647.34	33.71	27,271.39	1.30%	0.50%
TOTAL ALTERNATIVES				\$557,218.57		\$594,405.25		10.83%
TOTAL - ALL ASSETS				\$4,893,866.23		\$5,490,505.09		100.00%

INVESTMENT PORTFOLIO SUMMARY - INCOME & GROWTH

El Toro Water District - 401(k) Plan

Data as of:

06/30/2021

Portfolio Manager:
Keith Stribling, CFA

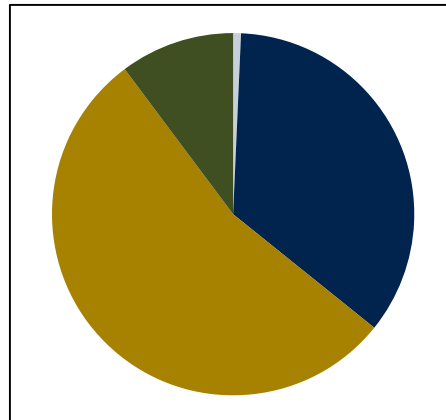
Account Snapshot

Asset Class	Market Value	Tax Cost	Est. Annual Income	Current Yield (%)
Cash & Equivalents	\$57,598.50	\$57,598.50	\$17.28	0.03%
Fixed Income	\$2,900,153.27	\$2,868,586.34	\$72,909.85	2.51%
Equities	\$4,464,121.55	\$3,126,588.32	\$48,971.41	1.10%
Alternatives	\$844,485.65	\$815,947.70	\$16,965.72	2.01%
Other	\$0.00	\$0.00	\$0.00	0.00%
Total	\$8,266,358.97	\$6,868,720.86	\$138,864.26	1.68%

Yields are gross of any fees and reflect the reinvestment of dividends and other income

Asset Allocation

0.7%	Cash & Equivalents
35.1%	Fixed Income
54.0%	Equities
10.2%	Alternatives
0.0%	Other



Income Summary (1, 2)

Cash & Equivalents Income Earned YTD	\$6
Taxable Fixed Income Income Earned YTD	\$36,134
Tax-Exempt Fixed Income Income Earned YTD	\$0
Equity Income Earned YTD	\$11,032
Alternative Income Earned YTD	\$3,168
Other Income Earned YTD	\$0
Total	\$50,341

Net Gain/Loss Summary (3)

	Realized	Unrealized
Net Short Term Gain/Loss	\$3,742	
Net Long Term Gain/Loss	\$63,008	
Total	\$66,750	\$1,397,638

(1) As of 06/30/2021

(2) Information is calculated on a calendar year basis and includes income, dividends, and capital gain distributions

(3) Gain/Loss information is for informational purposes only.

HOLDINGS REPORT

El Toro Water District 401(k) - Income & Growth

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
CASH EQUIVALENTS								
MONEY MARKET FUNDS/CASH								
n.a.	n.a.	CASH	(9,886.0000)	(\$9,886.00)	1.00	(\$9,886.00)	-17.16%	-0.12%
FPZXX	n.a.	CASH FUND	67,484.50	\$67,484.50	1.00	\$67,484.50	117.16%	0.82%
TOTAL CASH				\$57,598.50		\$57,598.50		0.70%
FIXED INCOME								
Ultra Short-Term Bond Funds								
VUSFX	922031711	Vanguard Ultra-Short-Term Bond Admiral	4.00	48,132.42	20.14	48,109.47	1.66%	0.58%
Short-Term Bond Funds								
VFSUX	922031836	Vanguard Short-Term Investment-Grade Adm	4.00	227,627.42	10.96	234,560.76	8.09%	2.84%
Intermediate-Term Bond Funds								
DBLFX	258620301	DoubleLine Core Fixed Income I	55,311.58	604,574.12	11.13	615,617.87	21.23%	7.45%
DODIX	256210105	Dodge & Cox Income	45,017.59	624,095.80	14.33	645,102.01	22.24%	7.80%
PTRQX	74440B884	PGIM Total Return Bond R6	43,595.30	637,761.64	14.69	640,415.00	22.08%	7.75%
PTTRX	693390700	PIMCO Total Return Instl	60,908.14	643,135.43	10.38	632,226.48	21.80%	7.65%
				<u>\$2,509,566.99</u>		<u>\$2,533,361.36</u>		<u>30.65%</u>
Multi-Sector Bond Funds								
PIMIX	72201F490	PIMCO Income Instl	4.00	83,259.51	12.09	84,121.68	2.90%	1.02%
TOTAL FIXED INCOME				\$2,868,586.34		\$2,900,153.27		35.08%
EQUITY								
Large Cap Blend Funds								
COFYX	19766M709	Columbia Contrarian Core Inst3	19,235.54	441,361.55	36.15	695,364.63	15.58%	8.41%
VGIAX	921913208	Vanguard Growth & Income Adm	6,497.36	476,610.91	108.03	701,909.80	15.72%	8.49%
				<u>\$917,972.46</u>		<u>\$1,397,274.43</u>		<u>16.90%</u>
Large Cap Value Funds								
DODGX	256219106	Dodge & Cox Stock	1,307.60	238,190.29	239.56	313,248.90	7.02%	3.79%
PKAIX	72202L462	PIMCO RAE US Instl	20,758.56	222,483.95	14.03	291,242.53	6.52%	3.52%
IVE	464287408	iShares S&P 500 Value ETF	276.00	35,383.25	147.64	40,748.64	0.91%	0.49%
				<u>\$496,057.49</u>		<u>\$645,240.07</u>		<u>7.81%</u>

HOLDINGS REPORT

El Toro Water District 401(k) - Income & Growth

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
Large Cap Growth Funds								
HNACX	411512528	Harbor Capital Appreciation Retirement	3,192.48	221,893.27	114.38	365,155.63	8.18%	4.42%
LSITX	52469H255	ClearBridge Large Cap Growth IS	3,716.03	175,863.62	75.75	281,489.12	6.31%	3.41%
				<u>\$397,756.89</u>		<u>\$646,644.75</u>		<u>7.82%</u>
Mid Cap Blend Funds								
VO	922908629	Vanguard Mid-Cap ETF	227.00	36,877.70	237.35	53,878.45	1.21%	0.65%
Small Cap Value Funds								
UBVFX	904504479	Undiscovered Managers Behavioral Val R6	1,979.11	125,658.89	82.27	162,821.30	3.65%	1.97%
Small Cap Blend Funds								
DCZRX	24610B826	Delaware Small Cap Core R6	4,709.58	110,240.03	32.02	150,800.72	3.38%	1.82%
VB	922908751	Vanguard Small-Cap ETF	567.00	85,011.72	225.28	127,733.76	2.86%	1.55%
				<u>\$195,251.75</u>		<u>\$278,534.48</u>		<u>3.37%</u>
Small Cap Growth Funds								
RSEJX	92647Q363	Victory RS Small Cap Growth R6	851.19	70,101.08	103.88	88,421.41	1.98%	1.07%
VBK	922908595	Vanguard Small-Cap Growth ETF	157.00	34,811.60	289.79	45,497.03	1.02%	0.55%
				<u>\$104,912.68</u>		<u>\$133,918.44</u>		<u>1.62%</u>
Foreign Large Value Funds								
DODFX	256206103	Dodge & Cox International Stock	2,609.11	106,061.17	49.01	127,872.63	2.86%	1.55%
Foreign Large Blend Funds								
DFALX	233203868	DFA Large Cap International I	19,655.33	416,310.79	27.26	535,804.40	12.00%	6.48%
HEFA	46434V803	iShares Currency Hedged MSCI EAFE ETF	2,897.00	74,191.07	34.64	100,352.08	2.25%	1.21%
				<u>\$490,501.86</u>		<u>\$636,156.48</u>		<u>7.70%</u>
Foreign Large Growth Funds								
MGRDX	552746356	MFS International Growth R6	2,772.94	81,860.85	45.93	127,361.00	2.85%	1.54%
Diversified Emerging Markets								
HHHFX	41665X859	Hartford Schroders Emerging Mkts Eq F	10,868.47	155,614.90	21.66	235,411.02	5.27%	2.85%
VWO	922042858	Vanguard FTSE Emerging Markets ETF	350.00	18,061.68	54.31	19,008.50	0.43%	0.23%
				<u>\$173,676.58</u>		<u>\$254,419.52</u>		<u>3.08%</u>
TOTAL EQUITY				\$3,126,588.32		\$4,464,121.55		54.00%

HOLDINGS REPORT

El Toro Water District 401(k) - Income & Growth

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
ALTERNATIVES								
Market Neutral								
BILPX	09250J734	BlackRock Event Driven Equity Instl	11,346.29	112,796.82	10.25	116,299.46	2.61%	1.41%
BSIKX	09260B374	BlackRock Strategic Income Opps K	10,830.64	108,205.95	10.39	112,530.35	2.52%	1.36%
				<u>\$221,002.77</u>		<u>\$228,829.81</u>		<u>2.77%</u>
Managed Futures								
AHLIX	024525669	American Beacon AHL Mgd Futs Strat R5	9,178.48	100,498.38	11.69	107,296.37	2.40%	1.30%
AMFNX	63873P825	AlphaSimplex Mgd Futs Strat N	10,906.96	114,692.99	11.06	120,630.92	2.70%	1.46%
				<u>\$215,191.37</u>		<u>\$227,927.29</u>		<u>2.76%</u>
Fund of Hedge Funds								
BSTKX	09258N380	BlackRock Total Factor K	5,139.00	44,914.85	9.33	47,946.86	1.07%	0.58%
QSPIX	00203H420	AQR Style Premia Alternative I	9,986.36	99,840.71	7.5	74,897.69	1.68%	0.91%
				<u>\$144,755.56</u>		<u>\$122,844.55</u>		<u>1.49%</u>

HOLDINGS REPORT

El Toro Water District 401(k) - Income & Growth

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
REITs								
ICF	464287564	iShares Cohen & Steers REIT ETF	3,522.00	196,721.31	65.35	230,162.70	5.16%	2.78%
REITs								
IAU	464285204	iShares Gold Trust	1,030.00	38,276.69	33.71	34,721.30	0.78%	0.42%
TOTAL ALTERNATIVES				\$815,947.70		\$844,485.65		10.22%
TOTAL - ALL ASSETS				\$6,868,720.86		\$8,266,358.97		100.00%

INVESTMENT PORTFOLIO SUMMARY -BALANCED INCOME

El Toro Water District - 401(k) Plan

Data as of:

06/30/2021

Portfolio Manager:

Keith Stribling, CFA

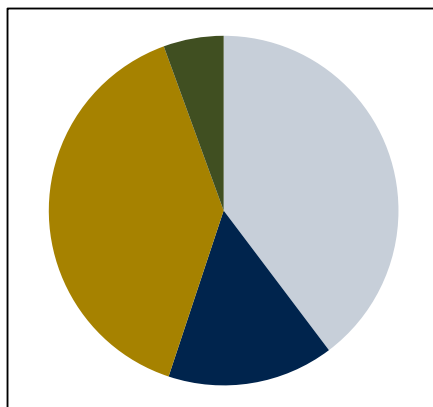
Account Snapshot

Asset Class	Market Value	Tax Cost	Est. Annual Income	Current Yield (%)
Cash & Equivalents	\$2,511,867.33	\$2,511,867.33	\$753.56	0.03%
Fixed Income	\$973,270.18	\$939,693.00	\$24,468.01	2.51%
Equities	\$2,488,046.08	\$1,906,842.70	\$27,293.87	1.10%
Alternatives	\$351,882.08	\$331,658.87	\$7,069.31	2.01%
Other	\$0.00	\$0.00	\$0.00	0.00%
Total	\$6,325,065.67	\$5,690,061.90	\$59,584.75	0.94%

Yields are gross of any fees and reflect the reinvestment of dividends and other income

Asset Allocation

39.7%	Cash & Equivalents
15.4%	Fixed Income
39.3%	Equities
5.6%	Alternatives
0.0%	Other



Income Summary (1, 2)

Cash & Equivalents Income Earned YTD	\$10
Taxable Fixed Income Income Earned YTD	\$19,016
Tax-Exempt Fixed Income Income Earned YTD	\$0
Equity Income Earned YTD	\$9,889
Alternative Income Earned YTD	\$2,138
Other Income Earned YTD	\$0
Total	\$31,053

Net Gain/Loss Summary (3)

	Realized	Unrealized
Net Short Term Gain/Loss	\$2,398	
Net Long Term Gain/Loss	\$13,064	
Total	\$15,461	\$0

(1) As of 06/30/2021

(2) Information is calculated on a calendar year basis and includes income, dividends, and capital gain distributions

(3) Gain/Loss information is for informational purposes only.

HOLDINGS REPORT

El Toro Water District 401(k) - Balanced Income

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
CASH EQUIVALENTS								
MONEY MARKET FUNDS/CASH								
n.a.	n.a.	CASH	2,235,270.6500	\$2,235,270.65	1.00	\$2,235,270.65	88.99%	35.34%
FPZXX	n.a.	CASH FUND	276,596.68	\$276,596.68	1.00	\$276,596.68	11.01%	4.37%
TOTAL CASH				\$2,511,867.33		\$2,511,867.33		39.71%
FIXED INCOME								
Ultra Short-Term Bond Funds								
VUSFX	922031711	Vanguard Ultra-Short-Term Bond Admiral	2,643.99	53,302.48	20.14	53,249.88	5.47%	0.84%
Short-Term Bond Funds								
VFSUX	922031836	Vanguard Short-Term Investment-Grade Adm	9,931.44	105,079.54	10.96	108,848.57	11.18%	1.72%
Intermediate-Term Bond Funds								
DBLFX	258620301	DoubleLine Core Fixed Income I	16,675.26	179,310.47	11.13	185,595.59	19.07%	2.93%
DODIX	256210105	Dodge & Cox Income	13,531.13	183,468.31	14.33	193,901.11	19.92%	3.07%
PTRQX	74440B884	PGIM Total Return Bond R6	13,249.57	187,793.14	14.69	194,636.15	20.00%	3.08%
PTTRX	693390700	PIMCO Total Return Instl	18,439.55	185,476.17	10.38	191,402.52	19.67%	3.03%
				<u>\$736,048.09</u>		<u>\$765,535.37</u>		<u>12.10%</u>
Multi-Sector Bond Funds								
PIMIX	72201F490	PIMCO Income Instl	3,774.70	45,262.63	12.09	45,636.10	4.69%	0.72%
TOTAL FIXED INCOME				\$939,692.74		\$973,269.92		15.39%
EQUITY								
Large Cap Blend Funds								
COFYX	19766M709	Columbia Contrarian Core Inst3	10,599.43	287,644.26	36.15	383,169.25	15.40%	6.06%
VGIAX	921913208	Vanguard Growth & Income Adm	3,357.45	275,748.07	108.03	362,705.43	14.58%	5.73%
				<u>\$563,392.33</u>		<u>\$745,874.68</u>		<u>11.79%</u>
Large Cap Value Funds								
DODGX	256219106	Dodge & Cox Stock	738.57	146,274.98	239.56	176,932.31	7.11%	2.80%
PKAIX	72202L462	PIMCO RAE US Instl	11,728.19	133,706.96	14.03	164,546.46	6.61%	2.60%
IVE	464287408	iShares S&P 500 Value ETF	256.00	32,732.78	147.64	37,795.84	1.52%	0.60%
				<u>\$312,714.72</u>		<u>\$379,274.61</u>		<u>6.00%</u>

HOLDINGS REPORT

El Toro Water District 401(k) - Balanced Income

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
Large Cap Growth Funds								
HNACX	411512528	Harbor Capital Appreciation Retirement	1,808.74	141,951.42	114.38	206,883.34	8.32%	3.27%
LSITX	52469H255	ClearBridge Large Cap Growth IS	2,115.00	110,022.59	75.75	160,210.95	6.44%	2.53%
				<u>\$251,974.01</u>		<u>\$367,094.29</u>		<u>5.80%</u>
Mid Cap Blend Funds								
VO	922908629	Vanguard Mid-Cap ETF	167.00	27,138.62	237.35	39,637.45	1.59%	0.63%
Small Cap Value Funds								
UBVFX	904504479	Undiscovered Managers Behavioral Val R6	1,250.64	85,583.15	82.27	102,889.82	4.14%	1.63%
Small Cap Blend Funds								
DCZRX	24610B826	Delaware Small Cap Core R6	1,703.51	41,745.91	32.02	54,546.33	2.19%	0.86%
VB	922908751	Vanguard Small-Cap ETF	308.00	44,700.86	225.28	69,386.24	2.79%	1.10%
				<u>\$86,446.77</u>		<u>\$123,932.57</u>		<u>1.96%</u>
Small Cap Growth Funds								
RSEJX	92647Q363	Victory RS Small Cap Growth R6	365.01	29,993.07	103.88	37,917.24	1.52%	0.60%
VBK	922908595	Vanguard Small-Cap Growth ETF	168.00	35,932.89	289.79	48,684.72	1.96%	0.77%
				<u>\$65,925.96</u>		<u>\$86,601.96</u>		<u>1.37%</u>
Foreign Large Value Funds								
DODFX	256206103	Dodge & Cox International Stock	1,515.91	65,119.43	49.01	74,294.80	2.99%	1.17%
Foreign Large Blend Funds								
DFALX	233203868	DFA Large Cap International I	9,879.59	209,979.60	27.26	269,317.51	10.82%	4.26%
HEFA	46434V803	iShares Currency Hedged MSCI EAFE ETF	1,904.00	56,351.97	34.64	65,954.56	2.65%	1.04%
				<u>\$266,331.57</u>		<u>\$335,272.07</u>		<u>5.30%</u>
Foreign Large Growth Funds								
MGRDX	552746356	MFS International Growth R6	1,634.55	57,790.18	45.93	75,074.84	3.02%	1.19%
Diversified Emerging Markets								
HHHFX	41665X859	Hartford Schroders Emerging Mkts Eq F	5,947.64	96,385.46	21.66	128,825.90	5.18%	2.04%
VWO	922042858	Vanguard FTSE Emerging Markets ETF	539.00	28,040.50	54.31	29,273.09	1.18%	0.46%
				<u>\$124,425.96</u>		<u>\$158,098.99</u>		<u>2.50%</u>
TOTAL EQUITY					\$1,906,842.70		\$2,488,046.08	39.34%

HOLDINGS REPORT

El Toro Water District 401(k) - Balanced Income

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
ALTERNATIVES								
Market Neutral								
BILPX	09250J734	BlackRock Event Driven Equity Instl	3,904.55	38,652.08	10.25	40,021.65	1.61%	0.63%
BSIKX	09260B374	BlackRock Strategic Income Opps K	4,354.71	43,074.06	10.39	45,245.47	1.82%	0.72%
				\$81,726.14		\$85,267.12		1.35%
Managed Futures								
AHLIX	024525669	American Beacon AHL Mgd Futs Strat R5	3,987.38	43,752.32	11.69	46,612.52	1.87%	0.74%
AMFNX	63873P825	AlphaSimplex Mgd Futs Strat N	5,011.27	49,297.75	11.06	55,424.64	2.23%	0.88%
				\$93,050.07		\$102,037.16		1.61%
Fund of Hedge Funds								
BSTKX	09258N380	BlackRock Total Factor K	2,081.03	18,188.21	9.33	19,416.02	0.78%	0.31%
QSPIX	00203H420	AQR Style Premia Alternative I	3,158.98	29,828.80	7.5	23,692.36	0.95%	0.37%
				\$48,017.01		\$43,108.38		0.68%

HOLDINGS REPORT

El Toro Water District 401(k) - Balanced Income

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
REITs								
ICF	464287564	iShares Cohen & Steers REIT ETF	1,476.00	81,290.93	65.35	96,456.60	3.88%	1.52%
Precious Metals								
IAU	464285204	iShares Gold Trust	742.00	27,574.72	33.71	25,012.82	1.01%	0.40%
TOTAL ALTERNATIVES				\$331,658.87		\$351,882.08		5.56%
TOTAL - ALL ASSETS				\$5,690,061.64		\$6,325,065.41		100.00%

INVESTMENT PORTFOLIO SUMMARY - BALANCED

El Toro Water District - 401(k) Plan

Data as of:

06/30/2021

Portfolio Manager:
Keith Stribling, CFA

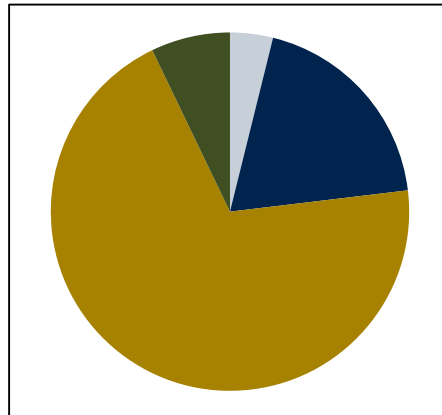
Account Snapshot

Asset Class	Market Value	Tax Cost	Est. Annual Income	Current Yield (%)
Cash & Equivalents	\$33,699.79	\$33,699.79	\$10.11	0.03%
Fixed Income	\$167,468.47	\$165,443.67	\$4,210.16	2.51%
Equities	\$607,520.57	\$432,774.99	\$6,664.50	1.10%
Alternatives	\$62,165.86	\$59,610.65	\$1,248.91	2.01%
Other	\$0.00	\$0.00	\$0.00	0.00%
Total	\$870,854.69	\$691,529.10	\$12,133.68	1.39%

Yields are gross of any fees and reflect the reinvestment of dividends and other income

Asset Allocation

3.9%	Cash & Equivalents
19.2%	Fixed Income
69.8%	Equities
7.1%	Alternatives
0.0%	Other



Income Summary (1, 2)

Cash & Equivalents Income Earned YTD	\$2
Taxable Fixed Income Income Earned YTD	\$1,725
Tax-Exempt Fixed Income Income Earned YTD	\$0
Equity Income Earned YTD	\$1,506
Alternative Income Earned YTD	\$251
Other Income Earned YTD	\$0
Total	\$3,484

Net Gain/Loss Summary (3)

	Realized	Unrealized
Net Short Term Gain/Loss	\$408	
Net Long Term Gain/Loss	\$410	
Total	\$819	\$179,326

(1) As of 06/30/2021

(2) Information is calculated on a calendar year basis and includes income, dividends, and capital gain distributions

(3) Gain/Loss information is for informational purposes only.

HOLDINGS REPORT

El Toro Water District 401(k) - Balanced

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
CASH EQUIVALENTS								
MONEY MARKET FUNDS/CASH								
n.a.	n.a.	CASH	(14,053.7800)	(\$14,053.78)	1.00	(\$14,053.78)	-41.70%	-1.61%
FPZXX	n.a.	CASH FUND	47,753.57	\$47,753.57	1.00	\$47,753.57	141.70%	5.48%
TOTAL CASH				\$33,699.79		\$33,699.79		3.87%
FIXED INCOME								
Ultra Short-Term Bond Funds								
VUSFX	922031711	Vanguard Ultra-Short-Term Bond Admiral	691.68	13,943.12	20.14	13,930.50	8.32%	1.60%
Short-Term Bond Funds								
VFSUX	922031836	Vanguard Short-Term Investment-Grade Adm	1,988.73	21,278.94	10.96	21,796.45	13.02%	2.50%
Intermediate-Term Bond Funds								
DBLFX	258620301	DoubleLine Core Fixed Income I	2,677.15	29,252.81	11.13	29,796.66	17.79%	3.42%
DODIX	256210105	Dodge & Cox Income	2,170.83	30,097.09	14.33	31,107.99	18.58%	3.57%
PTRQX	74440B884	PGIM Total Return Bond R6	2,086.49	30,464.39	14.69	30,650.52	18.30%	3.52%
PTTRX	693390700	PIMCO Total Return Instl	2,945.80	30,864.54	10.38	30,577.41	18.26%	3.51%
				<u>\$120,678.83</u>		<u>\$122,132.58</u>		<u>14.02%</u>
Multi-Sector Bond Funds								
PIMIX	72201F490	PIMCO Income Instl	794.78	9,542.78	12.09	9,608.94	5.74%	1.10%
TOTAL FIXED INCOME				\$165,443.67		\$167,468.47		19.23%
EQUITY								
Large Cap Blend Funds								
COFYX	19766M709	Columbia Contrarian Core Inst3	2,603.07	60,615.23	36.15	94,100.84	15.49%	10.81%
VGIAX	921913208	Vanguard Growth & Income Adm	850.95	64,269.56	108.03	91,928.34	15.13%	10.56%
				<u>\$124,884.79</u>		<u>\$186,029.18</u>		<u>21.36%</u>
Large Cap Value Funds								
DODGX	256219106	Dodge & Cox Stock	191.48	34,893.88	239.56	45,870.71	7.55%	5.27%
PKAIX	72202L462	PIMCO RAE US Instl	3,027.53	32,257.09	14.03	42,476.27	6.99%	4.88%
IVE	464287408	iShares S&P 500 Value ETF	76.00	9,676.34	147.64	11,220.64	1.85%	1.29%
				<u>\$76,827.31</u>		<u>\$99,567.62</u>		<u>11.43%</u>

HOLDINGS REPORT

El Toro Water District 401(k) - Balanced

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
Large Cap Growth Funds								
HNACX	411512528	Harbor Capital Appreciation Retirement	416.13	29,696.67	114.38	47,597.06	7.83%	5.47%
LSITX	52469H255	ClearBridge Large Cap Growth IS	529.06	25,592.38	75.75	40,076.14	6.60%	4.60%
				<u>\$55,289.05</u>		<u>\$87,673.20</u>		<u>10.07%</u>
Mid Cap Blend Funds								
VO	922908629	Vanguard Mid-Cap ETF	35.00	5,879.59	237.35	8,307.25	1.37%	0.95%
Small Cap Value Funds								
UBVFX	904504479	Undiscovered Managers Behavioral Val R6	318.49	19,904.81	82.27	26,201.76	4.31%	3.01%
Small Cap Blend Funds								
DCZRX	24610B826	Delaware Small Cap Core R6	466.16	11,189.27	32.02	14,926.54	2.46%	1.71%
VB	922908751	Vanguard Small-Cap ETF	55.00	7,973.86	225.28	12,390.40	2.04%	1.42%
				<u>\$19,163.13</u>		<u>\$27,316.94</u>		<u>3.14%</u>
Small Cap Growth Funds								
RSEJX	92647Q363	Victory RS Small Cap Growth R6	103.57	8,682.31	103.88	10,758.44	1.77%	1.24%
VBK	922908595	Vanguard Small-Cap Growth ETF	35.00	6,701.59	289.79	10,142.65	1.67%	1.16%
				<u>\$15,383.90</u>		<u>\$20,901.09</u>		<u>2.40%</u>
Foreign Large Value Funds								
DODFX	256206103	Dodge & Cox International Stock	386.80	15,832.95	49.01	18,956.97	3.12%	2.18%
Foreign Large Blend Funds								
DFALX	233203868	DFA Large Cap International I	2,364.64	50,300.91	27.26	64,459.98	10.61%	7.40%
HEFA	46434V803	iShares Currency Hedged MSCI EAFE ETF	421.00	11,069.29	34.64	14,583.44	2.40%	1.67%
				<u>\$61,370.20</u>		<u>\$79,043.42</u>		<u>9.08%</u>
Foreign Large Growth Funds								
MGRDX	552746356	MFS International Growth R6	376.72	11,562.36	45.93	17,302.89	2.85%	1.99%
Diversified Emerging Markets								
HHHFX	41665X859	Hartford Schroders Emerging Mkts Eq F	1,474.14	22,589.75	21.66	31,929.76	5.26%	3.67%
VWO	922042858	Vanguard FTSE Emerging Markets ETF	79.00	4,087.15	54.31	4,290.49	0.71%	0.49%
				<u>\$26,676.90</u>		<u>\$36,220.25</u>		<u>4.16%</u>
TOTAL EQUITY					\$432,774.99		\$607,520.57	69.76%

HOLDINGS REPORT

El Toro Water District 401(k) - Balanced

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
ALTERNATIVES								
Market Neutral								
BILPX	09250J734	BlackRock Event Driven Equity Instl	635.83	6,321.21	10.25	6,517.21	1.07%	0.75%
BSIKX	09260B374	BlackRock Strategic Income Opps K	923.85	9,206.84	10.39	9,598.83	1.58%	1.10%
				<u>\$15,528.05</u>		<u>\$16,116.04</u>		<u>1.85%</u>
Managed Futures								
AHLIX	024525669	American Beacon AHL Mgd Futs Strat R5	534.52	5,872.80	11.69	6,248.49	1.03%	0.72%
AMFNX	63873P825	AlphaSimplex Mgd Futs Strat N	797.45	8,399.13	11.06	8,819.75	1.45%	1.01%
				<u>\$14,271.93</u>		<u>\$15,068.24</u>		<u>1.73%</u>
Fund of Hedge Funds								
BSTKX	09258N380	BlackRock Total Factor K	307.88	2,690.89	9.33	2,872.54	0.47%	0.33%
QSPIX	00203H420	AQR Style Premia Alternative I	627.99	6,148.16	7.5	4,709.89	0.78%	0.54%
				<u>\$8,839.05</u>		<u>\$7,582.43</u>		<u>0.87%</u>

HOLDINGS REPORT

El Toro Water District 401(k) - Balanced

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
REITs								
ICF	464287564	iShares Cohen & Steers REIT ETF	291.00	16,268.24	65.35	19,016.85	3.13%	2.18%
Precious Metals								
IAU	464285204	iShares Gold Trust	130.00	4,703.38	33.71	4,382.30	0.72%	0.50%
TOTAL ALTERNATIVES				\$59,610.65		\$62,165.86		7.14%
TOTAL - ALL ASSETS				\$691,529.10		\$870,854.69		100.00%

INVESTMENT PORTFOLIO SUMMARY - CAPITAL APPRECIATION

El Toro Water District - 401(k) Plan

Data as of:

06/30/2021

Portfolio Manager:
Keith Stribling, CFA

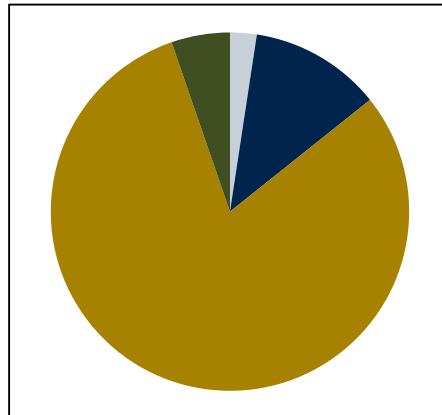
Account Snapshot

Asset Class	Market Value	Tax Cost	Est. Annual Income	Current Yield (%)
Cash & Equivalents	\$22,355.00	\$22,355.00	\$6.71	0.03%
Fixed Income	\$110,558.22	\$108,388.65	\$2,779.43	2.51%
Equities	\$748,819.66	\$568,048.88	\$8,214.55	1.10%
Alternatives	\$49,216.31	\$45,790.90	\$988.76	2.01%
Other	\$0.00	\$0.00	\$0.00	0.00%
Total	\$930,949.19	\$744,583.43	\$11,989.45	1.29%

Yields are gross of any fees and reflect the reinvestment of dividends and other income

Asset Allocation

2.4%	Cash & Equivalents
11.9%	Fixed Income
80.4%	Equities
5.3%	Alternatives
0.0%	Other



Income Summary (1, 2)

Cash & Equivalents Income Earned YTD	\$2
Taxable Fixed Income Income Earned YTD	\$1,077
Tax-Exempt Fixed Income Income Earned YTD	\$0
Equity Income Earned YTD	\$1,872
Alternative Income Earned YTD	\$219
Other Income Earned YTD	\$0
Total	\$3,170

Net Gain/Loss Summary (3)

	Realized	Unrealized
Net Short Term Gain/Loss	\$198	
Net Long Term Gain/Loss	\$1,131	
Total	\$1,329	\$186,366

(1) As of 06/30/2021

(2) Information is calculated on a calendar year basis and includes income, dividends, and capital gain distributions

(3) Gain/Loss information is for informational purposes only.

HOLDINGS REPORT

El Toro Water District 401(k) - Capital Appreciation

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
CASH EQUIVALENTS								
MONEY MARKET FUNDS/CASH								
n.a.	n.a.	CASH	(943.7500)	(\$943.75)	1.00	(\$943.75)	-4.22%	-0.10%
FPZXX	n.a.	CASH FUND	23,298.75	\$23,298.75	1.00	\$23,298.75	104.22%	2.50%
TOTAL CASH				\$22,355.00		\$22,355.00		2.40%
FIXED INCOME								
Ultra Short-Term Bond Funds								
VUSFX	922031711	Vanguard Ultra-Short-Term Bond Admiral	808.05	16,288.13	20.14	16,274.05	14.72%	1.75%
Short-Term Bond Funds								
VFSUX	922031836	Vanguard Short-Term Investment-Grade Adm	1,495.15	16,194.51	10.96	16,386.87	14.82%	1.76%
Intermediate-Term Bond Funds								
DBLFX	258620301	DoubleLine Core Fixed Income I	1,518.20	16,436.03	11.13	16,897.55	15.28%	1.82%
DODIX	256210105	Dodge & Cox Income	1,236.70	17,053.94	14.33	17,721.97	16.03%	1.90%
PTRQX	74440B884	PGIM Total Return Bond R6	1,199.28	17,107.08	14.69	17,617.44	15.93%	1.89%
PTTRX	693390700	PIMCO Total Return Instl	1,671.18	17,055.19	10.38	17,346.86	15.69%	1.86%
				<u>\$67,652.24</u>		<u>\$69,583.82</u>		<u>7.47%</u>
Multi-Sector Bond Funds								
PIMIX	72201F490	PIMCO Income Instl	687.63	8,253.77	12.09	8,313.48	7.52%	0.89%
TOTAL FIXED INCOME				\$108,388.65		\$110,558.22		11.88%
EQUITY								
Large Cap Blend Funds								
COFYX	19766M709	Columbia Contrarian Core Inst3	3,207.05	87,011.36	36.15	115,934.93	15.48%	12.45%
VGIAX	921913208	Vanguard Growth & Income Adm	1,010.17	82,940.37	108.03	109,128.23	14.57%	11.72%
				<u>\$169,951.73</u>		<u>\$225,063.16</u>		<u>24.18%</u>
Large Cap Value Funds								
DODGX	256219106	Dodge & Cox Stock	239.50	45,035.16	239.56	57,374.62	7.66%	6.16%
PKAIX	72202L462	PIMCO RAE US Instl	3,852.15	42,090.80	14.03	54,045.66	7.22%	5.81%
IVE	464287408	iShares S&P 500 Value ETF	98.00	12,025.08	147.64	14,468.72	1.93%	1.55%
				<u>\$99,151.04</u>		<u>\$125,889.00</u>		<u>13.52%</u>

HOLDINGS REPORT

El Toro Water District 401(k) - Capital Appreciation

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
Large Cap Growth Funds								
HNACX	411512528	Harbor Capital Appreciation Retirement	533.33	43,001.22	114.38	61,002.06	8.15%	6.55%
LSITX	52469H255	ClearBridge Large Cap Growth IS	621.01	32,888.31	75.75	47,041.43	6.28%	5.05%
				<u>\$75,889.53</u>		<u>\$108,043.49</u>		<u>11.61%</u>
Mid Cap Blend Funds								
VO	922908629	Vanguard Mid-Cap ETF	35.00	5,934.52	237.35	8,307.25	1.11%	0.89%
Small Cap Value Funds								
UBVFX	904504479	Undiscovered Managers Behavioral Val R6	426.23	25,825.19	82.27	35,065.86	4.68%	3.77%
Small Cap Blend Funds								
DCZRX	24610B826	Delaware Small Cap Core R6	597.73	14,485.51	32.02	19,139.41	2.56%	2.06%
VB	922908751	Vanguard Small-Cap ETF	78.00	11,499.03	225.28	17,571.84	2.35%	1.89%
				<u>\$25,984.54</u>		<u>\$36,711.25</u>		<u>3.94%</u>
Small Cap Growth Funds								
RSEJX	92647Q363	Victory RS Small Cap Growth R6	140.66	11,908.34	103.88	14,611.97	1.95%	1.57%
VBK	922908595	Vanguard Small-Cap Growth ETF	35.00	6,701.58	289.79	10,142.65	1.35%	1.09%
				<u>\$18,609.92</u>		<u>\$24,754.62</u>		<u>2.66%</u>
Foreign Large Value Funds								
DODFX	256206103	Dodge & Cox International Stock	463.73	19,016.76	49.01	22,727.51	3.04%	2.44%
Foreign Large Blend Funds								
DFALX	233203868	DFA Large Cap International I	2,950.18	63,187.17	27.26	80,421.80	10.74%	8.64%
HEFA	46434V803	iShares Currency Hedged MSCI EAFE ETF	564.00	16,449.29	34.64	19,536.96	2.61%	2.10%
				<u>\$79,636.46</u>		<u>\$99,958.76</u>		<u>10.74%</u>
Foreign Large Growth Funds								
MGRDX	552746356	MFS International Growth R6	478.75	17,077.25	45.93	21,989.03	2.94%	2.36%
Diversified Emerging Markets								
HHHFX	41665X859	Hartford Schroders Emerging Mkts Eq F	1,650.40	26,630.48	21.66	35,747.69	4.77%	3.84%
VWO	922042858	Vanguard FTSE Emerging Markets ETF	84.00	4,341.46	54.31	4,562.04	0.61%	0.49%
				<u>\$30,971.94</u>		<u>\$40,309.73</u>		<u>4.33%</u>
TOTAL EQUITY					\$568,048.88		\$748,819.66	80.44%

HOLDINGS REPORT

El Toro Water District 401(k) - Capital Appreciation

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
ALTERNATIVES								
Market Neutral								
BILPX	09250J734	BlackRock Event Driven Equity Instl	627.32	6,170.33	10.25	6,430.02	0.86%	0.69%
BSIKX	09260B374	BlackRock Strategic Income Opps K	522.22	5,120.20	10.39	5,425.85	0.72%	0.58%
				<u>\$11,290.53</u>		<u>\$11,855.87</u>		<u>1.27%</u>
Managed Futures								
AHLIX	024525669	American Beacon AHL Mgd Futs Strat R5	478.08	5,338.61	11.69	5,588.78	0.75%	0.60%
AMFNX	63873P825	AlphaSimplex Mgd Futs Strat N	492.67	4,873.65	11.06	5,448.94	0.73%	0.59%
				<u>\$10,212.26</u>		<u>\$11,037.72</u>		<u>1.19%</u>
Fund of Hedge Funds								
BSTKX	09258N380	BlackRock Total Factor K	170.66	1,491.60	9.33	1,592.30	0.21%	0.17%
QSPIX	00203H420	AQR Style Premia Alternative I	359.58	3,358.65	7.5	2,696.82	0.36%	0.29%
				<u>\$4,850.25</u>		<u>\$4,289.12</u>		<u>0.46%</u>

HOLDINGS REPORT

El Toro Water District 401(k) - Capital Appreciation

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
REITs								
ICF	464287564	iShares Cohen & Steers REIT ETF	283.00	15,537.88	65.35	18,494.05	2.47%	1.99%
Precious Metals								
IAU	464285204	iShares Gold Trust	105.00	3,899.98	33.71	3,539.55	0.47%	0.38%
TOTAL ALTERNATIVES				\$45,790.90		\$49,216.31		5.29%
TOTAL - ALL ASSETS				\$744,583.43		\$930,949.19		100.00%

INVESTMENT PORTFOLIO SUMMARY - GROWTH

El Toro Water District - 401(k) Plan

Data as of:

06/30/2021

Portfolio Manager:
Keith Stribling, CFA

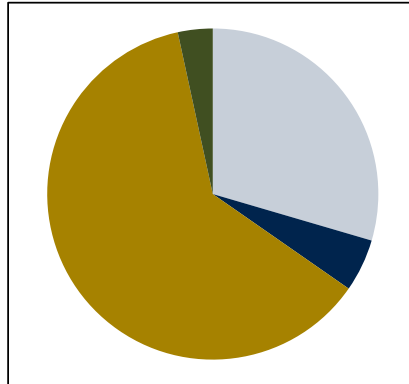
Account Snapshot

Asset Class	Market Value	Tax Cost	Est. Annual Income	Current Yield (%)
Cash & Equivalents	\$742,443.22	\$742,443.22	\$222.73	0.03%
Fixed Income	\$129,216.92	\$127,537.56	\$3,163.23	2.45%
Equities	\$1,556,636.34	\$1,130,037.41	\$17,076.30	1.10%
Alternatives	\$85,425.98	\$80,489.53	\$1,716.21	2.01%
Other	\$0.00	\$0.00	\$0.00	0.00%
Total	\$2,513,722.46	\$2,080,507.72	\$22,178.47	0.88%

Yields are gross of any fees and reflect the reinvestment of dividends and other income

Asset Allocation

29.5%	Cash & Equivalents
5.1%	Fixed Income
61.9%	Equities
3.4%	Alternatives
0.0%	Other



Income Summary (1, 2)

Cash & Equivalents Income Earned YTD	\$5
Taxable Fixed Income Income Earned YTD	\$1,955
Tax-Exempt Fixed Income Income Earned YTD	\$0
Equity Income Earned YTD	\$5,194
Alternative Income Earned YTD	\$512
Other Income Earned YTD	\$0
Total	\$7,666

Net Gain/Loss Summary (3)

	Realized	Unrealized
Net Short Term Gain/Loss	\$21,515	
Net Long Term Gain/Loss	\$124,926	
Total	\$146,441	\$0

(1) As of 06/30/2021

(2) Information is calculated on a calendar year basis and includes income, dividends, and capital gain distributions

(3) Gain/Loss information is for informational purposes only.

HOLDINGS REPORT

El Toro Water District 401(k) - Growth

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
CASH EQUIVALENTS								
MONEY MARKET FUNDS/CASH								
n.a.	n.a.	CASH	576,591.3400	\$576,591.34	1.00	\$576,591.34	77.66%	22.94%
FPZXX	n.a.	CASH FUND	165,851.88	\$165,851.88	1.00	\$165,851.88	22.34%	6.60%
TOTAL CASH				\$742,443.22		\$742,443.22		29.54%
FIXED INCOME								
Ultra Short-Term Bond Funds								
VUSFX	922031711	Vanguard Ultra-Short-Term Bond Admiral	671.31	13,533.47	20.14	13,520.12	10.46%	0.54%
Short-Term Bond Funds								
VFSUX	922031836	Vanguard Short-Term Investment-Grade Adm	2,193.00	23,755.44	10.96	24,035.29	18.60%	0.96%
Intermediate-Term Bond Funds								
DBLFX	258620301	DoubleLine Core Fixed Income I	2,000.46	21,775.99	11.13	22,265.12	17.23%	0.89%
DODIX	256210105	Dodge & Cox Income	1,626.55	22,468.93	14.33	23,308.52	18.04%	0.93%
PTRQX	74440B884	PGIM Total Return Bond R6	1,581.17	23,022.66	14.69	23,227.31	17.98%	0.92%
PTTRX	693390700	PIMCO Total Return Instl	2,202.37	22,981.07	10.38	22,860.56	17.69%	0.91%
				<u>\$90,248.65</u>		<u>\$91,661.51</u>		<u>3.65%</u>
TOTAL FIXED INCOME				\$127,537.56		\$129,216.92		5.14%
EQUITY								
Large Cap Blend Funds								
COFYX	19766M709	Columbia Contrarian Core Inst3	6,427.46	155,479.54	36.15	232,352.75	14.93%	9.24%
VGIAX	921913208	Vanguard Growth & Income Adm	2,158.16	165,420.89	108.03	233,145.70	14.98%	9.27%
				<u>\$320,900.43</u>		<u>\$465,498.45</u>		<u>18.52%</u>
Large Cap Value Funds								
DODGX	256219106	Dodge & Cox Stock	486.69	89,679.68	239.56	116,590.26	7.49%	4.64%
PKAIX	72202L462	PIMCO RAE US Instl	7,730.20	83,305.25	14.03	108,454.75	6.97%	4.31%
IVE	464287408	iShares S&P 500 Value ETF	214.00	27,180.91	147.64	31,594.96	2.03%	1.26%
				<u>\$200,165.84</u>		<u>\$256,639.97</u>		<u>10.21%</u>

HOLDINGS REPORT

El Toro Water District 401(k) - Growth

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
Large Cap Growth Funds								
HNACX	411512528	Harbor Capital Appreciation Retirement	1,039.26	75,563.12	114.38	118,870.33	7.64%	4.73%
LSITX	52469H255	ClearBridge Large Cap Growth IS	1,383.11	69,604.05	75.75	104,770.89	6.73%	4.17%
				<u>\$145,167.17</u>		<u>\$223,641.22</u>		<u>8.90%</u>
Mid Cap Blend Funds								
VO	922908629	Vanguard Mid-Cap ETF	77.00	12,287.53	237.35	18,275.95	1.17%	0.73%
Small Cap Value Funds								
UBVFX	904504479	Undiscovered Managers Behavioral Val R6	891.18	55,766.18	82.27	73,317.38	4.71%	2.92%
Small Cap Blend Funds								
DCZRX	24610B826	Delaware Small Cap Core R6	1,197.10	28,714.68	32.02	38,331.05	2.46%	1.52%
VB	922908751	Vanguard Small-Cap ETF	151.00	22,369.63	225.28	34,017.28	2.19%	1.35%
				<u>\$51,084.31</u>		<u>\$72,348.33</u>		<u>2.88%</u>
Small Cap Growth Funds								
RSEJX	92647Q363	Victory RS Small Cap Growth R6	247.15	20,646.73	103.88	25,673.63	1.65%	1.02%
VBK	922908595	Vanguard Small-Cap Growth ETF	91.00	17,424.13	289.79	26,370.89	1.69%	1.05%
				<u>\$38,070.86</u>		<u>\$52,044.52</u>		<u>2.07%</u>
Foreign Large Value Funds								
DODFX	256206103	Dodge & Cox International Stock	929.94	38,287.76	49.01	45,576.46	2.93%	1.81%
Foreign Large Blend Funds								
DFALX	233203868	DFA Large Cap International I	5,711.81	122,817.52	27.26	155,703.83	10.00%	6.19%
HEFA	46434V803	iShares Currency Hedged MSCI EAFE ETF	1,050.00	27,744.15	34.64	36,372.00	2.34%	1.45%
				<u>\$150,561.67</u>		<u>\$192,075.83</u>		<u>7.64%</u>
Foreign Large Growth Funds								
MGRDX	552746356	MFS International Growth R6	958.56	30,492.57	45.93	44,026.80	2.83%	1.75%
Diversified Emerging Markets								
HHHFX	41665X859	Hartford Schroders Emerging Mkts Eq F	4,611.52	74,475.11	21.66	99,885.48	6.42%	3.97%
VWO	922042858	Vanguard FTSE Emerging Markets ETF	245.00	12,777.98	54.31	13,305.95	0.85%	0.53%
				<u>\$87,253.09</u>		<u>\$113,191.43</u>		<u>4.50%</u>
TOTAL EQUITY					\$1,130,037.41		\$1,556,636.34	61.93%

HOLDINGS REPORT

El Toro Water District 401(k) - Growth

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
ALTERNATIVES								
Market Neutral								
BILPX	09250J734	BlackRock Event Driven Equity Instl	1,288.83	12,677.24	10.25	13,210.53	0.85%	0.53%
BSIKX	09260B374	BlackRock Strategic Income Opps K	1,243.54	12,407.84	10.39	12,920.40	0.83%	0.51%
				\$25,085.08		\$26,130.93		1.04%
Managed Futures								
AHLIX	024525669	American Beacon AHL Mgd Futs Strat R5	529.37	5,816.20	11.69	6,188.28	0.40%	0.25%
AMFNX	63873P825	AlphaSimplex Mgd Futs Strat N	1,068.49	11,062.07	11.06	11,817.54	0.76%	0.47%
				\$16,878.27		\$18,005.82		0.72%
Fund of Hedge Funds								
BSTKX	09258N380	BlackRock Total Factor K	346.72	3,030.30	9.33	3,234.86	0.21%	0.13%
QSPIX	00203H420	AQR Style Premia Alternative I	588.87	5,869.12	7.5	4,416.56	0.28%	0.18%
				\$8,899.42		\$7,651.42		0.30%

HOLDINGS REPORT

El Toro Water District 401(k) - Growth

As of Second Quarter 2021

TICKER	CUSIP	ASSET NAME	SHARES/UNITS	COST BASIS	PRICE	MARKET VALUE (MV)	MV AS % OF ASSET TYPE	MV AS % OF TOTAL
REITs								
ICF	464287564	iShares Cohen & Steers REIT ETF	442.00	24,388.69	65.35	28,884.70	1.86%	1.15%
Precious Metals								
IAU	464285204	iShares Gold Trust	141.00	5,238.07	33.71	4,753.11	0.31%	0.19%
TOTAL ALTERNATIVES				\$80,489.53		\$85,425.98		3.40%
TOTAL - ALL ASSETS				\$2,080,507.72		\$2,513,722.46		100.00%

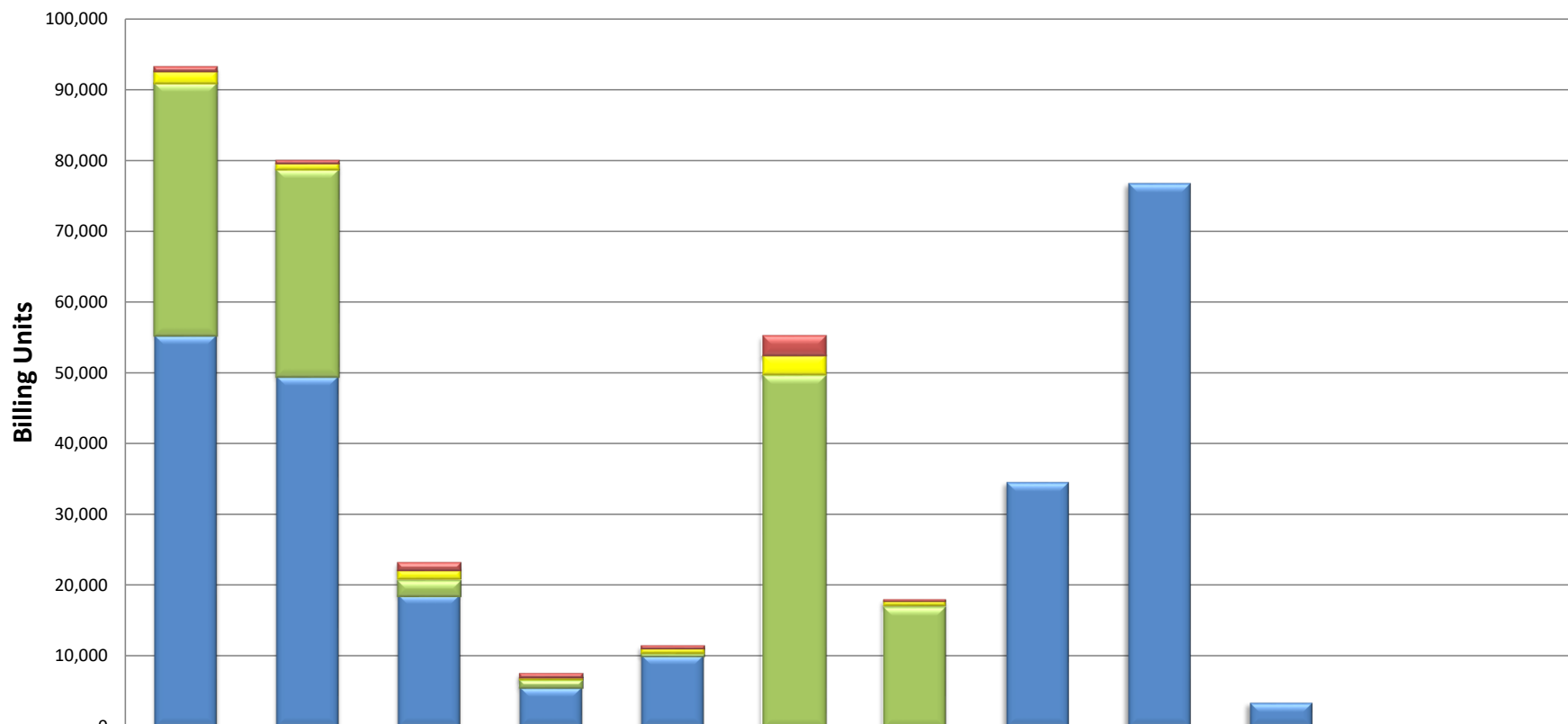
DISCLOSURES

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a subsidiary of MUFG Union Bank, N.A. (MUB). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, public and private retirement plans, and personal trusts of all sizes. It may also serve as sub-adviser for mutual funds, common trust funds, and collective investment trusts. MUB, a subsidiary of MUFG Americas Holdings Corporation, provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.

Some information provided herein was obtained from third party sources deemed to be reliable; HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information provided. Any information provided is subject to change without notice.

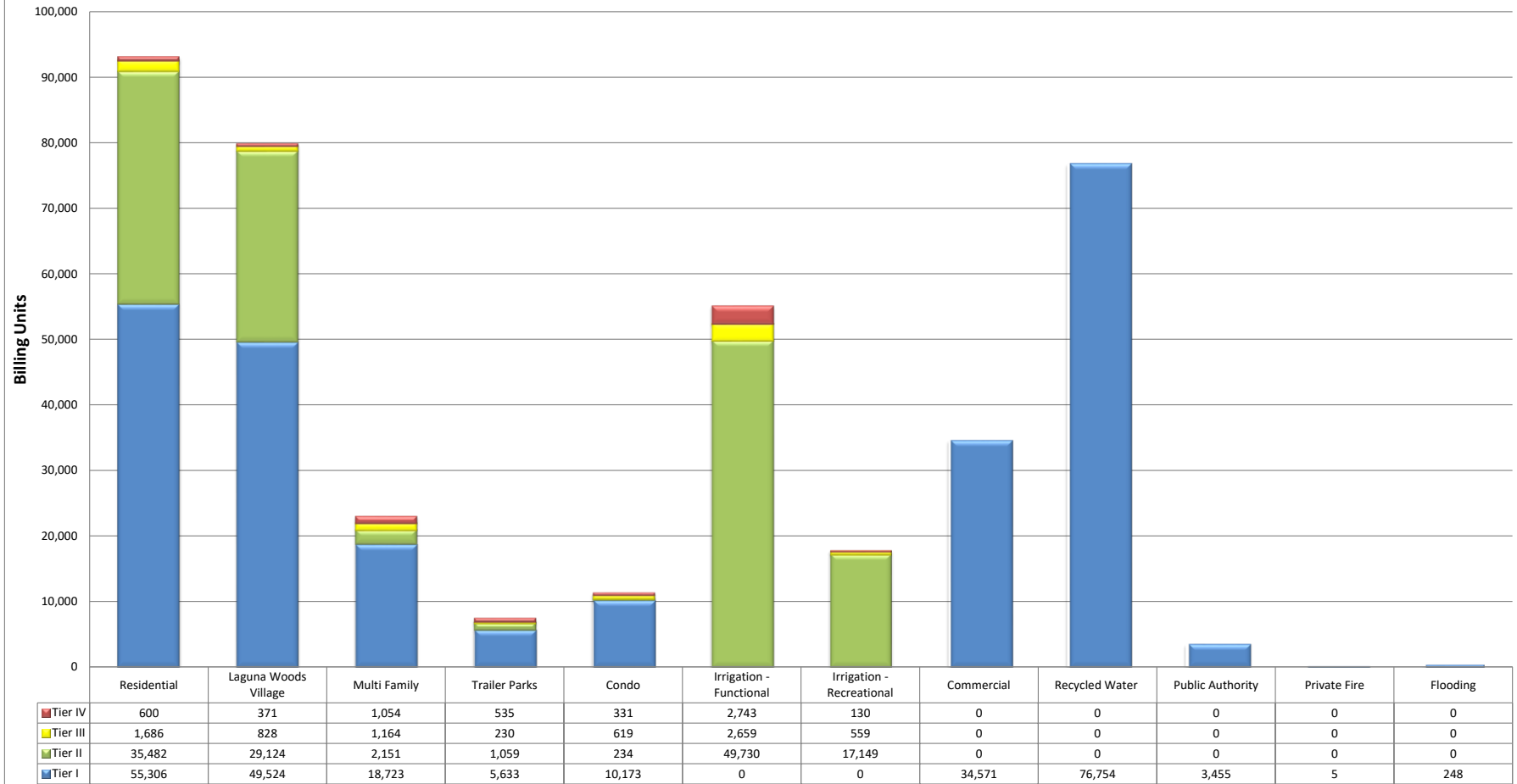
Benchmark returns do not reflect the deduction of advisory fees, custody fees, transaction costs, or other expenses of investing. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is generally representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index (Europe, Australasia, Far East) is a free float-adjusted market capitalization index that is designed to measure developed market equity performance, excluding the U.S. & Canada. The Russell 2000 Index measures the performance of the 2,000 smallest companies in the Russell 3000 Index, which represents approximately 8% of the total market capitalization of the Russell 3000 Index. The unmanaged Barclays Capital (BC) U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The unmanaged BC 1-3 Year U.S. Government/Credit Index is a subset of the BC U.S. Government/Credit Index with maturities ranging from 1-3 years. The unmanaged Citigroup 3-month T-bill Index tracks the yield of the 3-month U.S. Treasury bill. Total returns assume the reinvestment of dividends and other earnings. Results for periods greater than one year are annualized.

July 2021 Water Sales

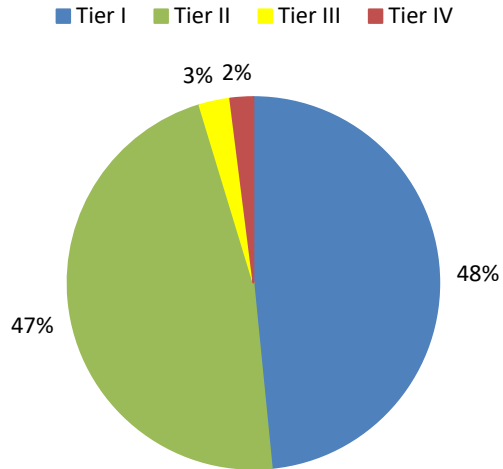


	Residential	Laguna Woods Village	Multi Family	Trailer Parks	Condo	Irrigation - Functional	Irrigation - Recreational	Commercial	Recycled Water	Public Authority	Private Fire	Flooding
■ Tier IV	600	371	1,054	535	331	2,743	130	0	0	0	0	0
■ Tier III	1,686	828	1,164	230	619	2,659	559	0	0	0	0	0
■ Tier II	35,482	29,124	2,151	1,059	234	49,730	17,149	0	0	0	0	0
■ Tier I	55,306	49,524	18,723	5,633	10,173	0	0	34,571	76,754	3,455	5	248

Year-to-Date Water Sales as of July 2021

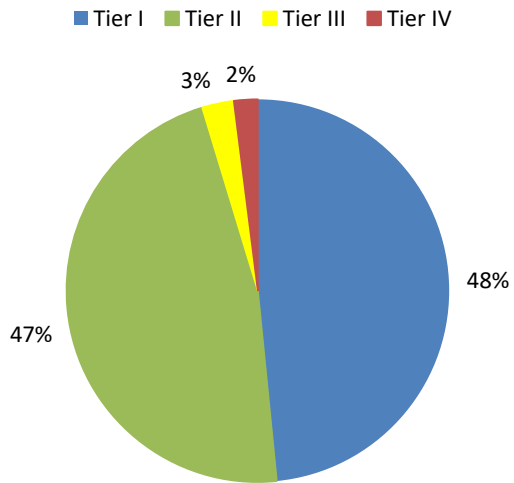


Year to Date Tiered Sales As of July 2021



Year To Date Sales in ccf		
Tier I	139,359	48.42%
Tier II	134,929	46.88%
Tier III	7,745	2.69%
Tier IV	5,764	2.00%
	287,797	100.00%

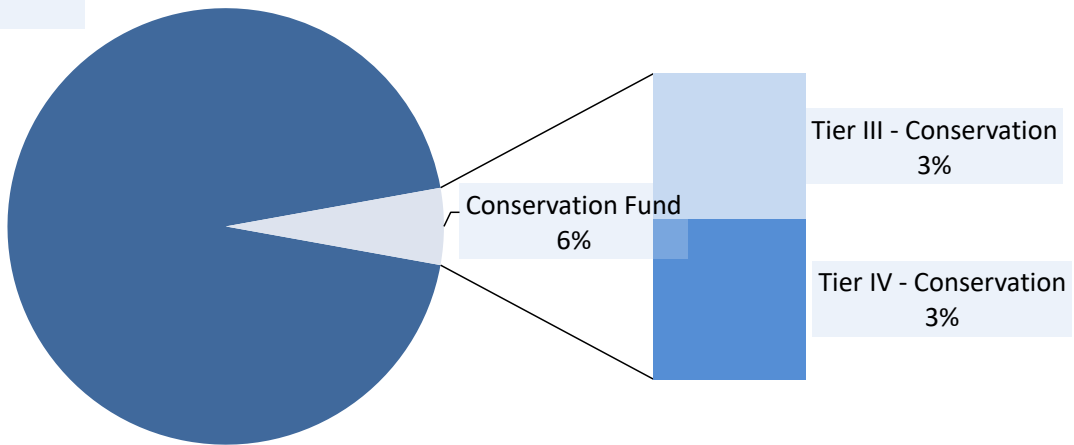
July 2021 Tiered Sales



Current Month Sales in ccf		
Tier I	139,359	48.42%
Tier II	134,929	46.88%
Tier III	7,745	2.69%
Tier IV	5,764	2.00%
	287,797	100.00%

Year to Date Water Sales as of July 2021

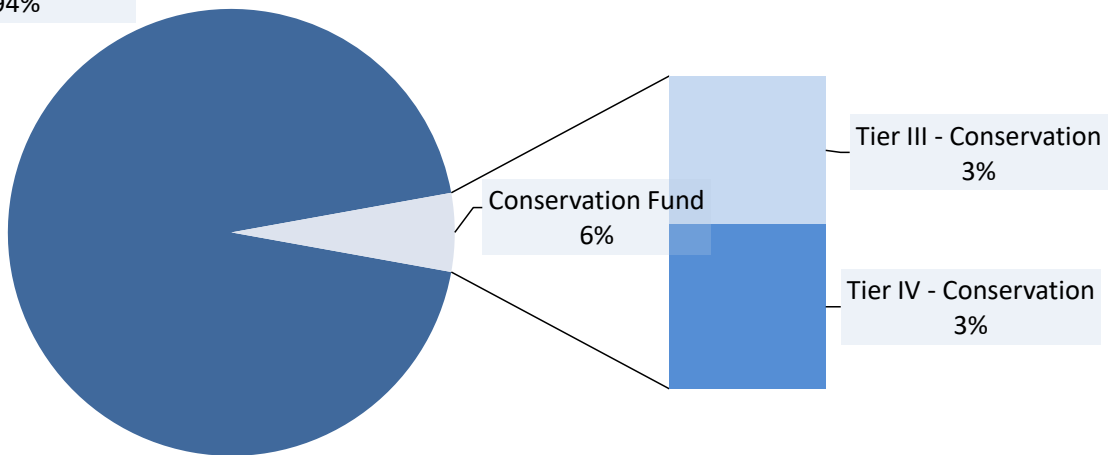
Water Delivery Cost
94%



Category	Billings	Percentage
Water Delivery Cost	\$823,519.48	94.33%
Tier III - Conservation	\$23,544.80	2.70%
Tier IV - Conservation	\$25,971.12	2.97%
	\$873,035.40	100.00%

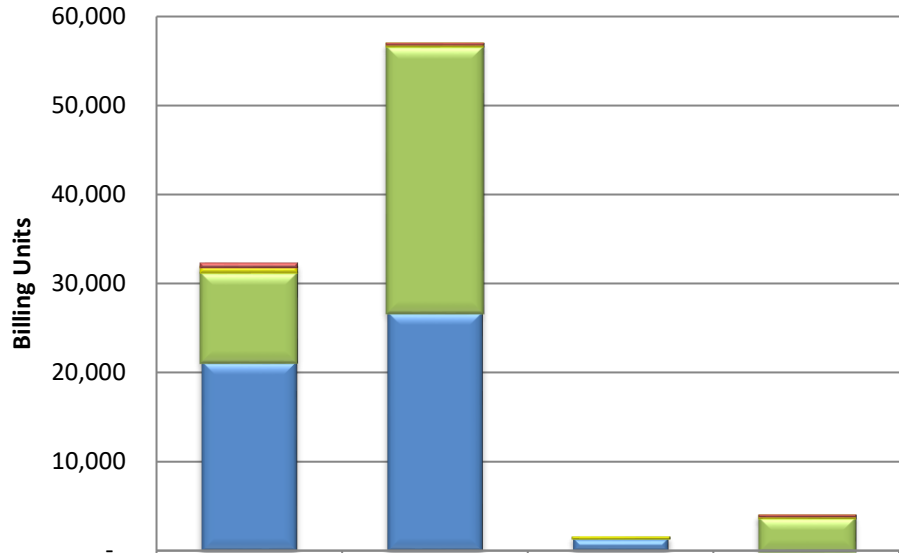
July 2021 Water Sales

Water Delivery Cost
94%



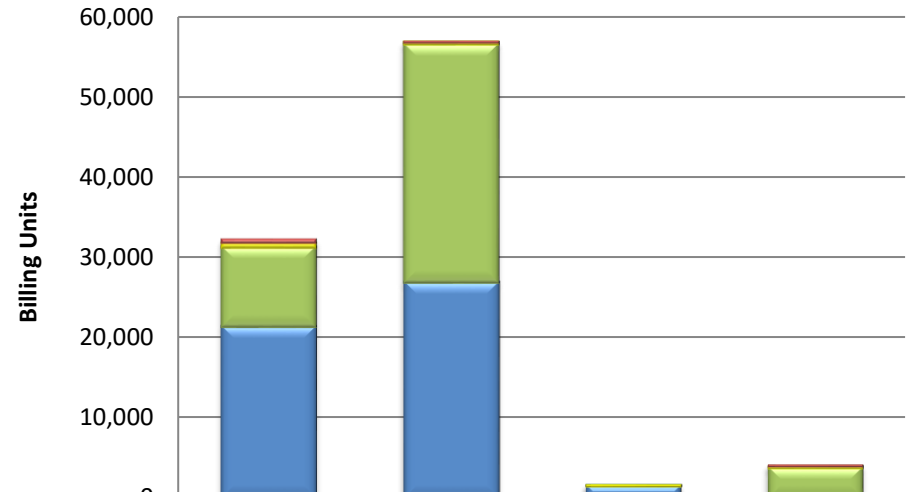
Category	Billings	Percentage
Water Delivery Cost	\$823,519.48	94.33%
Tier III - Conservation	\$23,544.80	2.70%
Tier IV - Conservation	\$25,971.12	2.97%
	\$873,035.40	100.00%

Laguna Woods Village July 2021 Water Sales



	Third	United	Mutual 50	GRF
Tier 4	362	9	-	15
Tier 3	575	257	21	200
Tier 2	10,003	29,729	15	3,743
Tier 1	21,270	26,802	1,452	-

Laguna Woods Village Year-to-Date Water Sales July 2021



	Third	United	Mutual 50	GRF
Tier 4	362	9	0	15
Tier 3	575	257	21	200
Tier 2	10,003	29,729	15	3,743
Tier 1	21,270	26,802	1,452	0

Attachment I
Springbrook Proposal



**Order Form
El Toro Water District**

08-20-2021

El Toro Water District CA - Enterprise All Suite Cloud Deploy

Expiration Date: 09-10-2021



Dear Dennis Cafferty,

Thank you for the opportunity to submit this order form in the amount of \$173,043.65.

All of us at Springbrook are working to provide the best possible solutions for your agency and your citizens.

Our goal is nothing short of your 100% satisfaction.

Thank you for being a valued customer.

Sincerely,

Lorraine Jobe

Lorraine Jobe

Annual Product Pricing

Item Name	Rate	Quantity	Discount %	Net Price
Accounts Receivable Subscription	\$3,948.05	1	0%	\$3,948.05
Finance Suite Subscription	\$15,922.52	1	0%	\$15,922.52
Fixed Assets Subscription	\$4,584.19	1	15%	\$3,896.56
Payroll Subscription	\$6,500.00	1	15%	\$5,525.00
Utility Billing Subscription	\$16,407.86	1	17%	\$13,618.52
Discount				9.40%
Products Total Net Price				\$42,910.65

Estimated Professional Services Pricing

Item Name	Rate	Description	Quantity	Net Price
Standard Professional Services	\$179.00	Payroll Implementation and Training	249	\$44,571.00
Standard Professional Services	\$179.00	Finance Suite Implementation and Training	191	\$34,189.00
Standard Professional Services	\$179.00	Accounts Receivable Implementation and Training	15	\$2,685.00
Standard Professional Services	\$179.00	Utility Billing Implementation and Training	250	\$44,750.00
Standard Professional Services	\$179.00	Fixed Assets Implementation and Training	22	\$3,938.00
Estimated Professional Services Total Net Price				\$130,133.00

Grand Total:	\$173,043.65
* Excludes Applicable Sales Tax	

Order Details

General Information	
Customer Name:	El Toro Water District
Customer Contact:	Dennis Cafferty
Customer Address:	
Governing Agreement(s):	This Order Form is governed by the applicable terms found at: MSA: https://sprbrk.box.com/v/sprbrk-saas-terms MLA: https://sprbrk.app.box.com/v/sprbrk-onpremise-terms Professional Services: https://sprbrk.app.box.com/v/sprbrk-svcs-terms
Term(s):	3 year

Order Terms	
Items Ordered	Order Start Date
Professional Services Orders	Date of the last signature on the Order Form
Managed Services	Date of the last signature on the Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (New)	The earlier of a) date of delivery** of software or log-in to hosted software to Customer or b) 60 days after last signature on the Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (Renewal)	The day after expiration of your last order of the same product
Special Order Terms	Under the Section "Governing Law and Jurisdiction" - Springbrook agrees to a change of venue from the State of Oregon to the State of California Courts

**The date of delivery of software to the Customer is the date the software is made available to the customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional log-ins to end users, and the Customer go-live in a production environment.

Order Duration

- Any Software Licenses or Hardware are one-time, non-refundable purchases.
- Subscriptions, Maintenance, Hosting and Support (“Recurring Services”) continue from the Order Start Date through the term listed in this Order Form (or if not listed, 1 year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term
- Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than five percent (5%) of the prior year’s Subscription Service fees (“Standard Annual Price Increase”).

Invoice Timing and Delivery

- Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Items Ordered	Invoice Timing
Professional Services Orders	Monthly for services in the prior month* unless specified in Special Professional Services Invoicing Terms
Managed Services and Annual Report Services	Managed Services, Report Services, begin upon the order start date and continue through June 30 of signed year. Specialized training services begin upon order start date and continue for four months. Other specialized support services within Managed Services, begin upon order start date for one year.
Software Licenses and Hardware	Customer signature on Order Form
Subscriptions, Maintenance and Hosting (New)	Customer signature on Order Form
Software Licenses, Subscriptions, Maintenance and Hosting (Renewal)	60 days in advance of the Order Start Date
CivicPay Transactions	Monthly for transactions in the prior month

*Professional Services pricing is based on expected hours using Springbrook’s standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work – changes under \$5,000 will continue to be delivered and billed accordingly.

Special Order Terms	
Special Order Terms	Under the Section "Governing Law and Jurisdiction" - Springbrook agrees to a change of venue from the State of Oregon to the State of California Courts
In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.	

Payment Terms	
Payment Terms	Net 30
Special Invoicing Terms	None
Special Professional Service Invoicing Terms	
Billing Contact	
Billing Email	
If the Customer requires a PO number on invoices, Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.	
PO# (If required):	

As Buyer, by signing you agree to the terms and conditions as set forth in this agreement.

Agency Representative

BUYER SIGNATURE

BUYER SIGNATURE DATE

As Seller, by signing you agree to the terms and conditions as set forth in this agreement.

Springbrook Representative

SELLER SIGNATURE

SELLER SIGNATURE DATE

Attachment II

Springbrook Master Services Agreement and Attachments

SPRINGBROOK MASTER SERVICES AGREEMENT – SOFTWARE AS A SERVICE

This Springbrook Master Services Agreement (this “**Agreement**”) is entered into as of the date of last signature (the “**Effective Date**”) by and between Springbrook Holding Company, LLC, a Delaware corporation with a principal place of business at 1000 SW Broadway, Suite 1900 Portland, Oregon 97205 (“**Springbrook**”) and Customer identified on the Order, together referred to as the “**Parties**” and each individually as a “**Party**.” Specific services terms, product details, and any applicable license and/or subscription terms will be set forth in applicable Order(s) which shall become binding on the parties and subject to this Agreement.

Purchase or use of the Subscription Service (defined below) is subject to this Agreement. If Customer is entering into this Agreement on behalf of a company, organization or another legal entity (an “**Entity**”), Customer is agreeing to this Agreement for that Entity and representing to Springbrook that it has the authority to bind such Entity to this Agreement.

1. DEFINITIONS

1.1 “**Authorized User**” means one individual natural person, authorized by Customer to use the Subscription Service and for whom Customer has purchased a subscription to the Subscription Service. Authorized Users may include but are not limited to Customer’s employees, contractors and agents. Each Authorized User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Subscription Service.

1.2 “**Customer Data**” means any and all content, eDocuments, materials, data and information that Customer or its Authorized Users, or other end users enter into the Subscription Services including but not limited to, personal information, information exchanged between Customer and Authorized User or Authorized User and a third party using the Subscription Services, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts.

1.3 “**Customer**” means the entity that purchases a subscription to the Subscription Service, directly from Springbrook or through an authorized reseller, distributor, or other channel partner of Springbrook.

1.4 “**Intellectual Property Rights**” means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.5 “**Online Payments Schedule**” means service-specific terms and conditions applicable to the Springbrook Online Payments software, attached hereto as Exhibit C.

1.6 “**Open Source Software**” or “**OSS**” means software components that are licensed under a license approved by the Open Source Initiative or similar open source or freeware license and may embedded in the delivered Software.

1.7 “**Optional Subscription Services**” mean the optional add-ons to the Subscription Service that may be available for purchase either directly from Springbrook or through an authorized reseller or partner of Springbrook, as more particularly described or identified in the applicable Order.

1.8 “**Order Form**” means written orders to purchase subscriptions and to use the Subscription Service (or, where applicable, to purchase Optional Subscription Services).

1.9 **“Order Term(s)”** means the Term(s) specified on the Order Form.

1.10 **“Services”** means the Software and services identified in a corresponding Order Form that are provided by Springbrook.

1.11 **“Software”** means the Springbrook proprietary software, in object code format, including documentation, updates, patch releases, and upgrades with respect thereto, Springbrook makes available for download or otherwise provides for use with the Subscription Service, but excludes any OSS and other third-party software.

1.12 **“Specifications”** means the online specifications for the Subscription Service, as made available by Springbrook at <https://sprbrk.box.com/v/sprbrk-software-specs> (which URL location and content may be updated from time to time by Springbrook).

1.13 **“Subscription Period(s)”** means the duration of Customers and Authorized User’s active, paid access to the Subscription Service, as designated in the Order Form(s).

1.14 **“Subscription Service(s)”** means the cloud-based Software for which Customer has obtained a subscription either directly from Springbrook or through an authorized reseller or other partner of Springbrook, as more particularly described in the applicable agreement or order under which such subscription was obtained. If and as designated in the Specifications, the Subscription Service may be inclusive of application programming interfaces (“APIs”) developed by Springbrook to enable interaction and integration with the Subscription Service. Unless otherwise specified herein or other applicable contractual terms, all references to “Subscription Service(s)” will be deemed to include Optional Subscription Services that are Springbrook Software or other Springbrook proprietary products.

1.15 **“Supported Modification”** means a configuration of or modification to the Subscription Service requested by Customer that can be consistently supported by Springbrook via APIs, does not require direct database changes and is capable of being tested and maintained by Springbrook.

1.16 **“Third Party Services”** means products, services, technology and methods other than Springbrook proprietary Software and Services.

2. USAGE AND ACCESS RIGHTS

2.1. Right to Access. Springbrook hereby grants to Customer a limited, non-exclusive, non-transferrable right to (a) access and use the Software and (b) implement, configure and permit its Authorized Users to access and use the Software during the Subscription Period, solely for it and its affiliates’ internal business purposes, and in accordance with the Specifications. Customer may purchase the Services by submitting Order Form. No Order Form will be deemed accepted by Springbrook unless and until Springbrook accepts such Order Form in writing. Upon Order acceptance and subject to Customer’s payment of the corresponding Services fees, Springbrook will make the Services available to Customer. Any terms and conditions contained in any quote, invoice, purchase order or Order Form that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by Springbrook with explicit reference to the accepted terms and conditions. Upon acceptance of an Order Form, it will become part of this Agreement. Customer will ensure that all its Authorized Users using the Subscription Services under its Account comply with all of Customer’s obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer. Customer acknowledges and agrees the use of the Subscription Services may require Customer to enter into separate licenses with entities other than Springbrook for Third Party Services.

2.2. Restrictions on Use. Customer shall not, and shall not permit others to, do the following with respect to the Subscription Services:

2.2.1. make the Subscription Service available to anyone other than Authorized Users;

2.2.2. use the Subscription Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics as set forth in this Agreement, including the applicable Order Form;

2.2.3. license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided in this Agreement or the express permission of Springbrook;

2.2.4. use the Subscription Service in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;

2.2.5. access or use the Subscription Services (inclusive of any APIs) for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Services or allow access by a direct competitor of Subscription Services;

2.2.6. obtain intellectual property rights to the use of any component of the Subscription Services (inclusive of APIs);

2.2.7. create derivative works based on the Subscription Service;

2.2.8. reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services or technologies, other than copying or framing on Customer's own intranets or otherwise for Customer's internal business purposes in accordance with Springbrook's applicable documentation;

2.2.9. interfere with or disrupt the integrity, operation, or performance of the Subscription Services or interfere with the use or enjoyment of it by others by, among other things, using it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs or circumvent or disclose the user authentication or security of the Subscription Services or any host, network, or account related thereto or use any aspect of the Subscription Service components other than those specifically identified in an Order Form, even if technically possible. Springbrook assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Subscription Services;

2.2.10. use or allow the use of, the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 11.3).

2.3 Data Usage and Storage. The Subscription Service is provided with a limit of five hundred gigabytes (500GB) of data storage for all cloud environments. Additional storage can be purchased from Springbrook by Customer in blocks of five hundred megabytes (500MB), with a price of one thousand dollars (\$1,000) per year. If the Subscription Service is nearing its expiration date or is otherwise terminated, Springbrook will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Springbrook. Springbrook's Data Storage Policy can be accessed at <https://sprbrk.box.com/v/sprbrk-data-storage-policy> (which URL location and content may be updated from time to time by Springbrook).

2.4 Springbrook's Responsibilities. Springbrook will: (i) make the Subscription Services available to Customer pursuant to this Agreement and any applicable Order Forms; (ii) provide to Customer support related to the Subscription Service in accordance with the Springbrook Support Terms accessible at <https://sprbrk.box.com/v/sprbrk-saas-support-policy> (which URL location and content may be updated from time to time by Springbrook); (iii) provide the Subscription Service only in accordance with applicable laws and government regulations; and (iv) will maintain a current PCI-DSS Attestation of Compliance ("**AOC**") which shall be available upon request to Customer once per year.

2.5 Customer's Responsibilities. Customer will (i) be responsible for meeting Springbrook's applicable minimum system requirements accessible at <https://sprbrk.box.com/v/sprbrk-minimum-requirements> (which URL location and content may be updated from time to time by Springbrook) for use of the Subscription Service; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service under its account, and notify Springbrook promptly of any such unauthorized access or use, and (v) use the Subscription Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by Springbrook to Customer.

3. PAYMENT TERMS.

3.1. Invoicing and Payment. Springbrook will invoice Customer in advance for the Subscription Service and is payable net thirty (30) days of the invoice date. Subscription Service fees will be due thirty (30) days in advance of the first day of each Subscription period to which the payment relates. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If Customer orders additional Authorized User quantities part-way through an existing Subscription Period, and the initial Subscription Period for the additional quantity is adjusted as described herein, then the Subscription Service fee for such additional quantity will be pro-rated accordingly. Optional Subscription Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable Order Form or governing terms. Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase"). Customer is responsible for keeping Springbrook accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. Upon execution by Customer and Springbrook, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement.

3.2. Overdue Charges. If any fees owed are not received from Customer by the due date, then without limiting Springbrook's rights or remedies, those charges will accrue late interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

3.3. No Requirement for Purchase Order. Customer acknowledges that a purchase order is not required and is for administrative convenience only, and that Springbrook has the right to issue an invoice and collect payment without a corresponding purchase order. Provided, however, that if a Customer's procurement procedure requires a purchase order number on a pertinent Order Form or SOW, the purchase order is required to be provided to Springbrook. If the Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and Springbrook hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer.

3.4. Suspension of Service and Acceleration. If any amount owing by Customer under this Agreement for any of the Subscription Services is thirty (30) or more days overdue, Springbrook may, without limiting Springbrook's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement (including any Order Form or SOW) so that all such obligations become immediately due and payable and suspend any use of the Subscription Service until such amounts are paid in full. Moreover, if any amount owing by Customer under this Agreement for any Subscription Services is ninety (90) days delinquent, Springbrook may, in its sole discretion, temporarily cease providing Customer Subscription Services and/or any pertinent support until past due amounts are paid in full.

3.5. Taxes. Subscription Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes. If Springbrook has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Springbrook with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Springbrook is solely responsible for taxes assessable against it based on Springbrook's income, property and employees.

4. CONFIDENTIALITY

4.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

4.2. Protection. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement (including Springbrook's Privacy Policy, accessible at <https://sprbrk.box.com/v/sprbrk-privacy-policy>, which URL and its content may be updated from time to time by Springbrook), (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are legally bound to protect such Confidential Information consistent with this Agreement.

4.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

5. OWNERSHIP

5.1. Subscription Services. Subject to the limited rights expressly granted hereunder, Springbrook reserves all rights, title and interest in and to the Subscription Service and any associated Software and documentation, including all related technology and Intellectual Property Rights, and no other license or ownership may be inferred to Customer or any third party. Springbrook reserves all rights not granted herein.

5.2. Customer Data. Customer reserves all its rights, title and interest in and to the Customer Data. No rights are granted to Springbrook hereunder with respect to the Customer Data, except that Springbrook may (i) store, copy, process, and transmit such Customer Data for purposes of providing the Subscription Service to Customer and (ii) otherwise utilize Customer Data if and as permitted by the Springbrook Privacy Policy.

5.3. Third Party Services. Customer may choose to obtain Third Party Services for use with the Springbrook Software and Services either directly through the third party providing the Third Party Services or indirectly through Springbrook where Springbrook acts as a reseller of the Third Party Services. Third Party Services may

require Customer to enter into a license or other agreement with such third party for use of the Third Party Services. Customer is solely responsible for obtaining any such license or other agreement for the Third Party Services. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIRD-PARTY SERVICES ARE PROVIDED PURSUANT TO THE TERMS OF THE APPLICABLE THIRD-PARTY LICENSE OR SEPARATE AGREEMENT (IF ANY) BETWEEN THE LICENSOR OF THE THIRD-PARTY SERVICES AND CUSTOMER, CUSTOMER MAY ONLY SEEK REDRESS FOR USE OF THE THIRD-PARTY SERVICES FROM THE THIRD PARTY PROVIDING THE THIRD-PARTY SERVICES, AND SPRINGBROOK ASSUMES NO RESPONSIBILITY FOR, AND SPECIFICALLY DISCLAIMS ANY LIABILITY OR OBLIGATION WITH RESPECT TO, ANY THIRD-PARTY SERVICE.

5.4. Feedback. Customer grants Springbrook a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Service (or Springbrook's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Service.

6. WARRANTIES AND DISCLAIMERS

6.1. Specifications. Subject to the limitations set forth below, Springbrook warrants that, during the Subscription Period, the Subscription Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and Springbrook's entire liability for any breach of the foregoing warranty, Springbrook will use commercially reasonable efforts to modify the Subscription Service so that it conforms to foregoing warranty.

6.2. Subscription Service Level Commitment. During the Subscription Period, Springbrook further warrants that the Subscription Service will meet the performance level specified in Exhibit A, which sets forth Customer's sole and exclusive remedy for Springbrook's failure to achieve the stated Subscription Service performance level.

6.3. Mutual Warranties. Each party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

6.4. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPRINGBROOK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPRINGBROOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Springbrook will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with Customer's or Third Party Services, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than Springbrook or Springbrook's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Springbrook documentation or (v) any of the SLC Exclusions (as defined in the Subscription Service Level Commitment).

7. MUTUAL INDEMNIFICATION

7.1. Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Springbrook, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any

Authorized User's use of the Subscription Service (other than any claim for which Springbrook is responsible under Section 8) in violation of this Agreement, applicable law, or the Specifications or (ii) the nature and content of all Customer Data processed by Subscription Services.

7.2. Indemnification by Springbrook. Springbrook will defend (or at Springbrook's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Service, as furnished by Springbrook hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. Springbrook will have no liability under this Section 7.2 to the extent that any third-party claims described herein are based on (i) any combination of the Subscription Service with Third Party Services or products, services, methods, or other elements not proprietary to Springbrook; (ii) any use of the Subscription Service in a manner that violates this Agreement or the instructions given to Customer by Springbrook; (iii) any use of the Subscription Services in a manner that it was not intended (iv) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement; (v) Customer's breach of this Agreement; and/or Customer's revisions of Subscription Services made without Springbrook's written consent.

THIS SECTION 7.2 STATES THE ENTIRE OBLIGATION OF SPRINGBROOK AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE.

7.3. Indemnification Requirements. In connection with any claim for indemnification under this Section 7, the indemnified party as a condition to receive indemnity from the indemnifying party, must: (a) provide the indemnifying party prompt written notice of such claim; (b) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; and (c) give sole authority to the indemnifying party to defend or settle such claim.

7.4. Mitigation Measures. In the event that (i) any claim or potential claim covered by Section 7.2 arises or (ii) Springbrook's right to provide the Subscription Service is enjoined or in Springbrook's reasonable opinion is likely to be enjoined, Springbrook may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Subscription Service, by replacing or modifying the Subscription Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Subscription Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 7.4, Springbrook will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination).

8. LIMITATIONS OF LIABILITY. EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS); (ii) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY); OR (iii) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT.

Exclusion of Damages. EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS) OR (ii) EITHER PARTY'S BREACH OF ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING

OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

8.1. Security and Other Risks. Customer acknowledges that, notwithstanding security features of the Subscription Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 7, Springbrook will have no liability for any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Subscription Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Springbrook and hold it harmless against those risks.

9. SECURITY AND PERSONAL DATA

9.1. Security. Springbrook has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Springbrook holds PCI-DSS certifications and leverages certified service providers who are vetted against industry standards such as ISO 27001 and SSAE 18 SOC 2 in the provision of the service

9.2. Customer Data. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer is responsible for updating all Customer Data. In addition, Customer acknowledges that Springbrook generally does not have access to and cannot retrieve lost Customer Data. If Customer loses Customer Data, Customer may no longer have access to the Subscription Service. Customer grants to Springbrook the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Springbrook: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if Springbrook has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Springbrook may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's personal data or Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

9.3. Use of Aggregate Data. Customer agrees that Springbrook may collect, use, and disclose quantitative data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All disclosed data will be in aggregate form only and will not identify Customer, its Authorized Users, or any third parties utilizing the Subscription Services.

10. SUBSCRIPTION PERIOD AND TERMINATION

10.1. Term of Authorized User Subscriptions. Authorized User Subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. A Subscription Period and/or pricing thereon may be subject to prorating where Springbrook deems it appropriate to cause newly purchased

Subscriptions to expire or renew simultaneously with Customer's pre-existing Subscription(s). Except as otherwise specified in the applicable Order Form, all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period or one year (whichever is shorter), unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period. The per-unit pricing during any such renewal Subscription Period may be subject to annual pricing increase as designated by Springbrook and notified to Customer. Pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by the parties. If either party provides notice of non-renewal as set forth above, Customer's right to use the Subscription Service will terminate at the end of the relevant Order Term.

10.2. Termination or Suspension for Cause. A party may terminate any Subscription Service for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. In addition, Springbrook may, at its sole option, suspend or terminate Customer's or any Authorized User's access to the Subscription Service, or any portion thereof, immediately if Springbrook, in its sole discretion: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data (ii) suspects that Customer or an Authorized User is using the Subscription Service in a way that violates this Agreement and could expose Springbrook or any other entity to harm or legal liability, or (iii) is or reasonably believes it is required to do so by law or court order.

10.3. Effect of Termination. If this Agreement expires or is terminated for any reason: (i) Within thirty (30) calendar days following the end of Customer's final Subscription Period, Customer may request in writing Springbrook to provide a copy of Customer's data and associated documents in a database dump file format. Springbrook will comply in a timely manner with such request; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at Springbrook's then-current time-and-materials rates; (b) pays any and all unpaid amounts due to Springbrook; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Springbrook's obligation to provide any further services to Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and the sections set forth in Section 11.4 of this Agreement.

10.4. Survival. Sections 4 (Confidentiality), 5 (Ownership and Proprietary Rights), 6.4 (Disclaimer), 7 (Mutual Indemnification), 8 (Limitation of Liability), 10.3 (Effect of Termination), 10.4 (Surviving Provisions), and 11 (General Provisions) will survive any termination or expiration of this Agreement.

11. GENERAL

11.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12.1).

11.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of Oregon without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Subscription Service or this Agreement will be the state and federal courts located in Portland, Oregon and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

11.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States

and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit Authorized Users to access or use the Subscription Service in violation of any U.S. export embargo, prohibition or restriction. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

11.4. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.

11.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

11.7. Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Springbrook. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.8. Publicity. Subject to the provisions of Section 5, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the Subscription Period of Customer's Subscription Service use, Springbrook may use Customer's name, trademarks, and logos (collectively, "**Customer's Marks**") on Springbrook's website and marketing materials to identify Customer as Springbrook's customer, and for providing the Subscription Service to Customer; provided that, Springbrook will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.

11.9. Force Majeure. Springbrook will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Springbrook.

11.10. Entire Agreement. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null.

IN WITNESS WHEREOF, the parties hereto have executed this MSA as of the dates listed below.

SPRINGBROOK

By: _____
(Signature)

(Print Name)

Its: _____
(Title)

Dated: _____
(Month, Day, Year)

CUSTOMER

By: _____
(Signature)

(Print Name)

Its: _____
(Title)

Dated: _____
(Month, Day, Year)

EXHIBIT A
AVAILABILITY AND SECURITY

Service Availability:

Springbrook will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

- a. Any maintenance performed by Springbrook during Springbrook's standard maintenance windows. Springbrook will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance").
- b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
 1. Customer's use of any programs not supplied by Springbrook;
 2. Customer's failure to provide Springbrook with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
 3. Customer's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions; and
 4. Any mis-configuration by Customer (as determined in Springbrook's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services; and
 5. Force majeure or other circumstances beyond Springbrook's reasonable control that could not be avoided by its exercise of due care.
- d. Failures of the Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability.
- e. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.
- f. Any problems resulting from Customer combining or merging the Subscription Services with any hardware or software not supplied by Springbrook or not identified by Springbrook in the Specifications as being compatible with the Subscription Services.
- g. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.
- h. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Springbrook will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Springbrook will apply any Service Credits only against future Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Springbrook. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Springbrook to provide the Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this Exhibit A.

System availability is measured by the following formula: $x = (n - y) * 100 / n$

Notes:

- (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.
- (2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	0%
95.0% - < 99.5%	5% (max of \$280)
90.0% - < 95.0%	10% (max of \$560)
80.0% - < 90.0%	20% (max \$840)
70.0% - < 80.0%	30% (max of \$1,120)
60.0% - < 70.0%	40% (max of \$1,400)
< 50%	50% (max of \$2,800)

Customer Account Login:

For Springbrook user interface access, Springbrook uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Springbrook will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

Hosting:

Springbrook's SaaS platform (servers, infrastructure and storage) for the Subscription Services is and will remain hosted in one of the largest data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. Springbrook's data center provider is and will remain SSAE 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure.

Security Patching and updates are actively evaluated by engineers and will be deployed based upon the impact and risk and stability benefits they offer to Springbrook's SaaS platform and Customers. Springbrook will attempt to provide customers reasonable prior notice to security changes, updates and patches, unless the delay will lead to a significant risk of impact to customer data.

EXHIBIT B
Order Form

[Order Form to be inserted]

Exhibit C
ONLINE PAYMENTS SCHEDULE TO SPRINGBROOK SOFTWARE

1. Definitions

“Citizen” means the person who uses Online Payments (as defined below) to complete a payment processing that results in the debiting or charging of an amount to such person’s payment instrument and the crediting of funds to Customer.

“Online Payments” means an optional third-party add-on to the Software that Springbrook facilitates designed to collect payment information for the purpose of payment processing.

“Payment Application(s)” refers broadly to all third-party payment applications, gateway, processors, payment terminals, and service providers that store, process, or transmit cardholder data as part of authorization or settlement, where these payment applications are sold, distributed or licensed to Customer.

2. Online Payments

2.1 During the Term, and subject to compliance with the terms and conditions of this Exhibit, Springbrook will provide the right to access to, and use of, Online Payments to Customer’s Authorized Users with an Online Payments enabled Account. For the avoidance of doubt, Springbrook is only facilitating access to and use of Online Payments and is not a provider of Online Payments.

2.2 To facilitate payments, Customer will be required to provide Springbrook with certain Customer Data, including specifically, information that allows Springbrook to: (a) transmit Customer’s identifying information to a Payment Application; (b) if applicable, receive appropriate payment authorization from a Payment Application; and (c) collect any other information that Customer or Payment Application requires of Springbrook in order to facilitate payment processing. Customer authorizes Springbrook to store, process, and transmit Customer Data as necessary for a Payment Application to facilitate payment processing between Customer and a third party designated by Customer. Unless otherwise provided, Online Payments will temporarily store information received from Customer, such as account information for a Payment Application only for the purpose of facilitating the payment processing.

2.3 The payment processing facilitated through Online Payments is processing activities between Customer and a third party and/or Customer and a Payment Application, and not with Springbrook. Payment Applications are independent contractors and not agents, employees or subcontractors of Springbrook. Springbrook does not control and is not responsible for the payment methods made available by the Payment Applications through Software nor the Third-Party Services that are sold or purchased by Customer. Customer acknowledges and agrees that Springbrook cannot ensure that Citizen or third party will complete a payment processing or that it is authorized to do so.

3. Additional Customer Responsibilities

3.1 Springbrook’s provision of Online Payments is conditioned on Customer’s acknowledgement of and agreement of the following:

- (a) Customer is solely responsible for registering and maintaining an account with Online Payments in order to facilitate the payment processing via Online Payments;
- (b) Customer is solely responsible for complying with: (i) all laws applicable to the payment processing conducted by customer via Online Payments; (ii) all terms of use or other terms and conditions between Customer and Payment Applications.

- (c) Customer is solely responsible for the acts and omissions of its Authorized Users in relation to their use of Online Payments and for ensuring that such use complies with the terms of the Agreement;
- (d) Customer has exclusive control over and responsibility for the content, quality, and format of any payments processing it submits to be processed via Online Payments. Nothing in this Schedule may be construed to make Springbrook a party to any payment processed by Online Payments, and Springbrook makes no representation or warranty regarding the payment processing sought to be affected by Customer's use of Online Payments; and
- (e) Customer is solely responsible for any and all disputes with any Payment Applications or Citizens related to or in connection with a payment processing sought to be facilitated via Online Payments, including, but not limited to: (i) chargebacks; (ii) products or services not received; (iii) return of, delayed delivery of, or cancelled products or services; (iv) cancelled transactions; (v) duplicate transactions or charges; (vi) electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances;; and (vii) amount of time to complete payment processing.

4. Payment Warranties; Disclaimers' Limitation of Liability

4.1 Springbrook Payments Warranty. The parties acknowledge and agree that, notwithstanding any of the provisions of the Agreement, Customer's sole and exclusive warranties with respect to Online Payments are set forth in the following sentence. Springbrook warrants that Online Payments as delivered to Customer and used in accordance with the Agreement and its applicable specifications will perform substantially in accordance with the specifications associated with the Software.

4.2 Disclaimer. Except for the express warranties for the Software set forth above, Springbrook: (a) makes no additional representation or warrant of any kind-whether express, implied in fact or by operation of law, or statutory-with respect to Online Payments; (b) disclaims all implied warranties, including, but not limited to, merchantability, fitness for a particular purpose, and title; and (c) does not warrant that Online Payments will be error-free or meet Customer's requirements. Customer has no right to make or pass on any representation or warranty on behalf of Springbrook to any third party.

4.3 Limitation of Liability. Springbrook shall not be responsible or liable for any claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute that may arise between Customer and a Citizen, and /or Customer and a Payment Application regarding the payment processing ("Payment Processing Disputes"), and Customer hereby agrees that it will not bring or assert any action, claim or cause of action in jurisdiction or forum against Springbrook arising from or relating to a Payment Processing Dispute.

5. Third Party Claims

In addition to the third party claims obligations and subject to the indemnification procedures under the Agreement, Customer will indemnify and defend Springbrook against, any Claim to the extent arising from or related to: (a) improper use of Online Payments by Customer or its Authorized Users or Citizens; (b) any breach by Customer of its obligations hereunder; (c) the nature and content of all cardholder data or any related data thereto provided by customer, its Authorized Users or Citizens through use of Online Payments; (D) violation of any law or the rights of a third party by Customer through its use of Online Payments and/or the actions or inactions of any third party to whom Customer grants permissions to use Customer's Account or access Online Payments on Customer's behalf; and (e) the terms of an agreement between Customer and a Citizen, or Customer and a Payment Application.

Attachment III

Springbrook Professional Services Agreement and Attachments

SPRINGBROOK PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**PSA**” or “**Agreement**”) is entered into by and between Springbrook Holding Company, LLC, a Delaware corporation with a principal place of business at 1000 SW Broadway, Suite 1900 Portland, Oregon 97205 (“**Springbrook**”) and the entity identified in the Order Form, together referred to as “Parties” and individually as “Party.”

Purchase or use of the Software (defined below) is subject to this PSA. This agreement governs the provision by Springbrook, and the receipt by Customer, of the Professional Services (defined below) that Springbrook agrees to provide to Customer.

1. SCOPE OF SERVICES

1.1. Subject to this PSA, Springbrook will provide Customer with certain Software implementation, configuration, conversion, upgrade, data extraction, diagnostic, training and/or other skilled services (collectively “**Professional Services**”) as set forth in the applicable order form executed by Springbrook and Customer (each an “**Order**”). Any such Order must reference this PSA or the master agreement to which this PSA is incorporated. For purposes of this PSA, “**Software**” means the Springbrook software products and/or software-as-service subscriptions purchased by Customer under a separate agreement with Springbrook or its authorized resale partner.

1.2. Each Order will include, at a minimum: (i) a description of the Professional Services and any deliverables and/or materials to be provided to Customer (each, a “**Deliverable**”); (ii) scope of the Professional Services; and (iii) applicable fees and payment terms for such Professional Services, if not elsewhere specified. All Orders will be deemed part of and subject to this PSA.

1.3. Professional Services, based on the nature or delivery of such services, may be (i) subject to additional terms and conditions which will be incorporated herein by reference at the time of Customer’s purchase or Springbrook’s performance of such Professional Service; and/or (ii) performed by Springbrook, its affiliates, partners or subcontractors acting within or outside of the United States.

2. ACCEPTANCE.

2.1 Acceptance and Nonconformance. Customer is responsible for reviewing and testing all Deliverables in accordance with each Order pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for a Deliverable within the mutually agreed timeframes established in the project plan or schedule. Customer will provide Springbrook with written timely notification of acceptance for each Deliverable promptly upon acceptance; however, failure to reject a Deliverable, as set forth below, will be deemed acceptance. If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy the agreed-upon acceptance criteria or as mutually agreed upon in writing by the parties for such Deliverable, Customer must so notify Springbrook in writing within twenty (20) business days after Springbrook’s submission of the Deliverable, specifying the deficiencies in detail. If Customer does not so notify Springbrook within twenty (20) days, the Professional Services will be deemed accepted. Springbrook will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable. If a Deliverable fails to meet the acceptance criteria after its resubmission to Customer, Customer may terminate immediately upon written notice.

3. **CHANGE MANAGEMENT PROCESS.** If Customer or Springbrook requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any Order, the party seeking the change will propose the applicable changes by written notice.

3.1. Within a reasonable amount of time (not to exceed four (4) business days in the case of implementation services) after receipt of written notice, each party's designated personnel will meet, either in person or via telephone conference, to discuss and agree upon any proposed changes. Thereafter, Springbrook will prepare a change order describing the proposed changes and any associated changes in the Deliverables, Deliverable schedule, fees and/or expenses (each, a "**Change Order**").

3.2. Change Orders will not be binding until they are executed by both parties. Executed Change Orders will be deemed part of, and subject to, this PSA. If the parties disagree about the proposed changes, they will promptly escalate the change request to their respective senior management for resolution.

3.3. In the event Customer requires significant changes (either individually or cumulatively across Change Order(s)) which Springbrook reasonably determines is (i) a material modification of the nature or scope of Professional Services being purchased and/or (ii) significantly outside any Supported Configuration, Springbrook may, upon no less than thirty (30) days' notice to Customer, suspend or terminate the applicable Order and/or Change Order(s). In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables. Unless otherwise expressly agreed to by the Parties at the time of any such material change, Springbrook will not be deemed to have waived any Customer payment obligations in respect of completed Deliverables. A "**Supported Configuration**" means a configuration of the Software that can be consistently supported by Springbrook via APIs, does not require direct database changes and is capable of being tested and maintained by Springbrook.

4. OWNERSHIP RIGHTS AND LICENSES

4.1. License for Deliverables. Subject to this PSA and upon payment of fees due under an applicable Order Form, Springbrook grants Customer a limited, non-exclusive, worldwide, nontransferable, terminable license to use the Deliverables solely for Customer's internal operations in connection with authorized use of the applicable Software. Notwithstanding any other provision of this PSA: (i) nothing herein is intended to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("**Tools**") used by Springbrook to develop the Deliverables.

4.2. Proprietary Rights. As between the parties, Springbrook shall solely and exclusively own all right, title, and interest in the Professional Services, Deliverables, and Software, including all modifications, enhancements, and derivative works thereof and any other of Springbrook's products or services, whether created by Springbrook or Customer, together with all intellectual property and other proprietary rights therein. Customer hereby makes all assignments necessary to accomplish the foregoing ownership.

4.3. Deliverables are Springbrook Confidential Information and Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license or grant any interest in the Deliverables to any party except as expressly permitted by Springbrook.

4.4. Processes & Know-How. Springbrook will own all rights, title and interest in and to the all processes, methods, procedures and know-how established or utilized by Springbrook in performance of the Professional Services. None of the Professional Services or Deliverables will be deemed to constitute workproduct or work-for-hire inuring to the benefit of Customer.

4.5. In the event any language conflicting with this Section 4 is added to any Order or Change Order, the parties expressly agree that such statement will have no effect on Springbrook's rights as set out herein.

5. COOPERATION

5.1. Customer Cooperation. Springbrook's ability to successfully perform the Professional Services is dependent upon Customer's reasonable and good faith cooperation by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Springbrook to perform its obligations under each Order Form; (ii) timely delivering any materials and other obligations required under each Order Form; (iii) providing Springbrook with access to Customer's sites and facilities during Customer's normal business hours and as otherwise reasonably required by Springbrook to perform the Professional Services; (iv) timely responding to Springbrook's inquiries related to the Professional Services; (v) assigning a project manager for each a primary point of contact for Springbrook; (vi) actively participating in scheduled project meetings; and (vii) providing, in a timely manner and at no charge to Springbrook, office workspace, telephone and other facilities, suitably configured computer equipment, access to Customer's appropriate and knowledgeable employees and continuous administrative access to Customer's accounts, and coordination of onsite and telephonic meetings all as reasonably required by Springbrook.

5.2 Customer Delays. Customer delays during any implementation period may have adverse collateral effects on Springbrook's overall work schedule. Although Springbrook will use its commercially reasonable efforts to immediately resume work following any such delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer. Customer agrees that if additional time is required to complete the Professional Services as the result of Customer delays, such time will be charged to Customer at Springbrook's then-current time-and-materials rates. If Customer cancels the Services or postpones or reschedules the Services with less than seven (7) days' notice to Springbrook, Springbrook may accelerate Customer's unpaid fee obligations under this PSA (including any Order) so that all such obligations become immediately due and payable.

6. PAYMENT TERMS.

6.1. Invoicing and Payment. Customer will pay Springbrook fees calculated in accordance with the terms set forth in the applicable Order Form. Springbrook will invoice Customer for the Professional Services fees as designated in the applicable Order. Professional Services fees are due upon invoice and payable within thirty (30) days of the invoice date.

6.2. Billing Info & Overdue Charges. Customer is responsible for keeping Springbrook accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. If any Professional Service fees are not received from Customer by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

6.3. Overdue Payments. If any amount owing by Customer under this PSA for any of the Professional Services is thirty (30) or more days overdue, Springbrook may, without limiting Springbrook's other rights and remedies, accelerate Customer's unpaid fee obligations under this PSA (including any Order) so that all such obligations become immediately due and payable, suspend the Professional Services and/or stop performance of the Professional Services until such amounts are paid in full.

6.4. Suspension of Professional Services. If any amount owing by Customer under this or any other agreement for Springbrook's Professional Services is thirty (30) days or more overdue, Springbrook may, without imitating its other remedies, suspend its performance of Professional Services until such amounts are paid in full.

6.5. Taxes. Professional Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes. If Springbrook has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Springbrook with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Springbrook is solely responsible for taxes assessable against it based on Springbrook's income, property and employees.

7. WARRANTY & DISCLAIMERS.

7.1. Warranty. Springbrook warrants that the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner, consistent with the practices and standards of care generally accepted within and expected of Springbrook's industry. For any breach of the above warranty, Springbrook's entire liability will be the re-performance of the applicable Professional Services. This warranty will be in effect for a period of ninety (90) days from acceptance of any Professional Services.

8. **DISCLAIMER**. Section 7 sets forth the sole and exclusive warranties and remedies related to the Professional Services, Deliverables and Tools performed or provided under this PSA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPRINGBROOK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPRINGBROOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

9. TERM AND TERMINATION.

9.1. Term. This PSA commences on the date of last signature ("Effective Date") and will remain in effect until terminated in accordance with this section. Each Order will commence on the date it is last signed, and will expire upon completion of the project set forth in the applicable Order.

9.2. Once signed by both parties, an Order will be non-cancellable, except as otherwise explicitly stated in such Order.

9.3. Termination. This PSA will terminate automatically when any agreement to which this PSA is incorporated and/or all Orders referencing this PSA are terminated or expired. Either party may terminate this PSA for cause: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.4. Effect of Termination. For the avoidance of doubt, termination under any of the foregoing subsections will not affect Customer's outstanding payment obligations to Springbrook in respect of Deliverables provided prior to such termination. Upon any termination of this PSA, Customer will have no rights to continue receipt of any on-going or additional Professional Services, whether or not such Professional Services are completed prior to such termination.

10. CONFIDENTIALITY.

10.1. Definition. As used herein, "**Confidential Information**" means any commercial, financial, marketing, business, technical or other data, security measures and procedures, know-how or other information disclosed by or on behalf of a party (the "**Disclosing Party**") to the other party ("**Receiving Party**") for purposes arising out of or in connection with this PSA or an Order that: is marked "confidential" or "proprietary" at the time of disclosure or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, (iv) was independently developed by the Receiving Party or (v) constitutes aggregate data collected or generated by or on behalf of Springbrook regarding its products and services (for purposes of providing or improving its products and services, benchmarking system performance, preparing statistics and system metrics, marketing and other reasonable business purposes) that does not contain any personally identifiable or Customer-specific information.

10.2. Protection. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement, (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who are legally bound to protect such Confidential Information consistent with the requirements of these Terms.

10.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

10.4. Customer's Confidential Information. Springbrook will have the right to use any Customer Confidential Information solely for providing the Professional Services to Customer hereunder. Notwithstanding the foregoing, Springbrook may use aggregate Customer Confidential Information for

Springbrook development, internal training and other reasonable business purposes not specific to Customer or its End Users.

11. Indemnification

11.1. Mutual Indemnification. Each Party (an “Indemnifying Party”) will defend (or settle), indemnify and hold harmless any action, demand, suit or proceeding (“Claim”) made or brought against the other party (“the Indemnified Party”) by a third party arising out of (A) death, personal injury or damage to tangible property to the extent caused by the Indemnifying Party, and will indemnify the Indemnified Party for any damages, attorneys fees and costs finally awarded against it as a result of, or for amounts paid by Indemnified Party under a settlement approved in writing by the Indemnifying Party of, any such Claim, all of the foregoing to the extent caused by the Indemnifying Party or its personnel and (B) any alleged infringement of any third-party intellectual property rights by the Professional Services as provided by the Indemnifying Party, or Indemnified Party’s use thereof when used as authorized under this Agreement, provided, however, that the Indemnifying Party will not be responsible for alleged infringement that is due to the combination of the Professional Services with goods or services provided by third parties, provided that the Indemnified Party: (i) promptly provides the Indemnifying Party notice of the Claim; (ii) gives the Indemnifying Party control of the defense and settlement of the Claim; and (iii) gives the Indemnifying Party all reasonable assistance. The above defense and indemnification obligations do not apply to the extent a Claim arises from Indemnified Party’s breach of this Agreement, Order Forms or gross negligent acts or willful misconduct of the Indemnified Party.

11.2. Exclusive Remedy. This “Indemnification” section states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of Claim described in this section.

12. **LIMITATIONS OF LIABILITY**. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY ORDER, IN NO EVENT WILL SPRINGBROOK’S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS PSA OR PERFORMANCE OF ANY PROFESSIONAL SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR SUCH PROFESSIONAL SERVICES UNDER THE APPLICABLE ORDER.

12.1. Exclusion of Damages. NEITHER SPRINGBROOK NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PROFESSIONAL SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS PSA OR ANY, CHANGE ORDER OR ORDER, INCLUDING FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT SPRINGBROOK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS PSA EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

13. GENERAL

13.1. Notice. Except as otherwise specified in this PSA, all notices, permissions and approvals

hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Software (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12.1). Customer's email address for communication and notice purposes relating to this PSA will be set forth on the applicable Order (or subsequent email addresses as advised by Customer). Customer agrees to accept emails from Springbrook at the above e-mail address.

13.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of Oregon without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Professional Services or this PSA will be the state and federal courts located in Portland, Oregon and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

13.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this PSA including, but not limited to, the export laws and regulations of the United States and other applicable jurisdictions.

13.4. Relationship of Parties. Springbrook's relationship with Customer pursuant to this PSA will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this PSA will be deemed to create any agency, partnership or joint venture relationship between the parties. Springbrook reserves the right to use third parties (who are under a covenant of confidentiality with Springbrook), including, but not limited to, offshore subcontractors to assist with the Professional Services, including, without limitation, any data migration, configuration, implementation and custom code development processes.

13.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this PSA will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

13.6. Severability. If any provision of this PSA is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this PSA will remain in effect.

13.7. Assignment. Customer may not assign or transfer this PSA or any Order hereunder, whether by operation of law or otherwise, without the prior written consent of Springbrook. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this PSA will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.8. Publicity. Subject to the provisions of Section 10, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the period of Customer's use of the Software, Springbrook may use Customer's name, trademarks, and logos (collectively, "**Customer's Marks**") on Springbrook's website and marketing materials to identify Customer as Springbrook's customer, and for providing the Professional Services and Software to Customer; provided that, Springbrook will use commercially reasonable efforts to adhere to any usage

guidelines furnished by Customer with respect to Customer's Marks.

13.9. Force Majeure. Springbrook will not be liable for any delay or failure to perform under this PSA to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Springbrook.

13.10. Dispute Resolution This Agreement is governed by the laws of the State of Oregon. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be Santa Multnomah County, Oregon. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this Agreement will not prevent that party from thereafter objecting to that breach or any other breach of this Agreement.

13.11. Entire Agreement. The parties acknowledge that they have had previous discussions related to the performance by Springbrook of Professional Services for Customer and the possible strategies which may be used by Springbrook to implement the Software to achieve the requirements identified by Customer. This PSA constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any master agreement to which this PSA is incorporated, any Customer Order or other order documentation, or any CO will be incorporated into or form any part of this PSA unless expressly agreed to by both parties in a mutually signed writing, and all such terms or conditions will be null. Under no circumstances will the terms, conditions or provisions of any RFP, purchase order, invoice or administrative document issued by Customer in connection with this PSA be deemed to modify, alter or expand this PSA, regardless of any failure of Springbrook to object to such terms, provisions, or conditions. No other act, document, usage, custom or waiver will be deemed to amend or modify this PSA unless agreed to in writing signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this PSA as of the dates listed below.

SPRINGBROOK

CUSTOMER

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

Its _____
(Title)

Its _____
(Title)

Dated: _____
(Month, Day, Year)

Dated: _____
(Month, Day, Year)

Attachment IV

Documents Referenced in Master Services Agreement

1. Subscription Software Specifications
 2. Data Storage Policy
 3. Springbrook Support Terms
4. Minimum System Requirements
5. Springbrook Privacy Policy

Springbrook Software Specifications

Accounts Payable

Springbrook's Accounts Payable module governs vendor payment processing. In addition to vendor payment processing, integration with all other Springbrook modules allows for a complete analysis and online, real-time budget control. This powerful application can offer a paperless environment and create an efficient and effective solution for all accounts payable needs. Accounts Payable processes include:

- 1099s – generate 1099 forms for AP vendors
- Computer Checks/Manual Checks/Void Checks – generate and manage checks based on AP invoice line items
- Invoices/Void Invoices – generate and manage AP invoices
- Reporting – generate reports and display AP data
- Maintenance/Utilities – create and maintain AP units and execute specialized AP tools

Accounts Receivable

Springbrook's Accounts Receivable module is designed exclusively for the government sector. Seamlessly integrated with the rest of the Springbrook modules, this application provides a comprehensive system for creating and maintaining all pertinent information necessary to record and track customer data, invoices and balances.

- Adjustments – process adjustments on AR invoices and payments
- Past Dues/Collections – assess past due penalties and initiate collections on outstanding AR invoices
- Invoices – generate and manage AR invoices
- Refunds – refund credits and deposits
- Reporting – generate reports and display AR data
- Maintenance/Utilities – create and maintain AR units and execute specialized AR tools

Bank Reconciliation

Springbrook's Bank Reconciliation module provides the tools needed to track and maintain the relationship between an organization's accounting records and bank records.

- Clear Transactions – clear checks or deposits that have cleared your bank accounts
- Receipt Deposits – create deposit transactions using committed receipts
- Reporting – generate reports and display BR data
- Utilities – execute specialized BR tools

Building Permits

Springbrook's Building Permits module is tailored to automate the building inspection and permitting processes. The module can be used to maintain comprehensive records of all permitting and inspection activity from initial application through final inspections.

- Adjustments – process adjustments on BP charges or payments
- Letters – generate customized Microsoft Word-based form letters
- Refunds – refund overpayments and deposits
- Reporting – generate reports and display BP data

- Maintenance/Utilities – create and maintain BP units and execute specialized BP tools

Business Tax

Springbrook Software's Business Tax software provides local government agencies with a complete and flexible solution including full payment, renewal, auditing and notice tracking. In addition, this robust application fits a variety of local government needs, including the ability to be used for sales, business, B&O and occupational tax needs. By using this advanced integrated solution, organizations save money by streamlining the tax process from A to Z.

- Adjustments – process adjustments on committed BT transactions
- Letters – generate customized Microsoft Word-based form letters
- Past Dues – assess past due penalties
- Redistribute Returns – pay down outstanding balances with existing account credits
- Refunds – refund overpayments and deposits
- Reporting – generate reports and display BT data
- Maintenance/Utilities – create and maintain BT units and execute specialized BT tools

Online Business Tax is a web-based business licensing and tax portal that allows business owners and license holders to renew licenses, file business tax returns, and pay fees or taxes online.

Cash Receipts

Springbrook's Central Cash Receipts module provides secure management and tight operational controls of payment collection and processing. This powerful application centralizes all payment collection for maximum productivity and control. With full keyboard input and direct interfaces to cash drawers and receipt printers, clients will truly excel in efficiency.

- Cash Receipts – manage payment collection and processing
- Reporting – generate reports and display CR data
- Maintenance/Utilities – create and maintain CR units and execute specialized CR tools

Clearing House

Springbrook's Clearing House module acts as a central location for creating and maintaining financial transactions generated in other modules.

- Direct Debit – generate direct debits on UB accounts
- Direct Deposit – process direct deposits on PR checks
- Electronic AP – process ACH transactions on AP vendor accounts
- Unresolved Transactions – reverse cleared transactions

Code and Contact Management

The Code and Contact Management module is used to create, track and report on issues related to lots and customer accounts. The information stored on an issue is flexible which means the module can be used for a variety of events or incidents. Issues can be processed and completed in a single step or in multiple steps, which allows the user to assign portions of the process to certain queues, or specific users. Issues inherit the issue steps from the attached issue type, but the issue steps can be modified on each issue as the issue is processed and issue steps completed.

- Issues – create and manage CM issues
- Web Approvals – approve or reject issues submitted through Online Code and Contact Management
- Reporting – generate reports and display CM data
- Maintenance/Utilities – create and maintain CM units and execute specialized CM tools

Online Code and Contact Management is a web-based code enforcement portal that allows citizens to submit, track and resolve code infractions online. This application features an interactive map to ensure pinpoint issue accuracy and a powerful search tool that allows users to map a filtered list of existing issues and track their own issues until they are resolved.

Extended Budgeting

Springbrook's Budget Forecasting module allows for the creation of an unlimited number of years, with an unlimited number of scenarios. These user-defined scenarios can be for the entire agency, a single line item, or anything in between. Seamless integration to and from Excel also provides for easy manipulation of data. The Payroll system also offers an integrated budgeting module for salary/benefit projections.

- Extended Budgeting – generate and maintain requested, proposed, approved and adopted budgets
- Maintenance/Utilities – create and maintain EB units and utilize specialized EB tools

Fixed Assets

Springbrook's Capitol Assets module is a complete asset management application that tracks value and depreciation from acquisition through disposal. Designed to meet GASB 34 requirements and powerful enough to meet any local government need, the system is fully integrated with the Accounts Payable, Purchase Orders and General Ledger modules.

- Account Assignment – assign GL accounts to fixed assets
- Adjustments – process adjustments on the accumulated depreciation on fixed assets
- Calculate Depreciation – calculate depreciation on installed fixed assets
- Disposals – dispose of retired fixed assets
- Install Assets – install new fixed assets
- Quick Asset Entry – mass import fixed assets or asset accounts into the FA module
- Transfers – edit fixed asset locations and classes
- Reporting – generate reports and display FA data
- Maintenance/Utilities – create and maintain FA units and execute specialized FA tools

General Ledger

Springbrook's General Ledger serves as a robust, feature-rich foundation for the Springbrook suite of applications. This intuitively designed application provides the functionality needed for more informative online analysis and financial reporting. The flexibility of application provides a stable foundation for current operations as well as future growth. Complete integration with the Springbrook suite of applications allows for easy and thorough consolidation of all financial activity.

- Budget Adjustments – adjust budget values on a GL account
- Journal Entries – generate journal entries for a GL account
- New Budget Info – edit, maintain and report on GL budgets
- Reporting – generate reports and display GL data

- Maintenance/Utilities – create and maintain GL units and execute specialized GL tools

Human Resources

Springbrook's Human Resources module is a comprehensive solution to manage all employee information. Reporting capabilities meet all OSHA, FMLA, and EEOC requirements well as other human resource demands faced by governmental entities today.

- Applicant Screening – evaluate and hire internal and external applicants
- Bulk Deductions – apply multiple benefits and deductions to multiple employee records
- COLA – adjust pay step amounts to apply cost of living adjustments
- Open Enrollment – set up and maintain deduction and benefit enrollment cycles for employees
- Pay Adjustments – update employee grade, step, and pay schedule information
- Personnel Action Forms – create and maintain customized forms used to guide employees through various HR processes
- Web Approvals – approve or reject changes or requests submitted by employees through Employee Self Service
- Reporting – generate reports and display HR data
- Maintenance/Utilities – create and maintain HR units and execute specialized HR tools

Applicant Tracking

The Applicant Tracking online application is a government jobs portal that allows citizens to search job openings and submit applications online while Human Resources department clerks track, evaluate and hire applicants to fill open positions.

The Employee Self Service (ESS) online application is a web-based Human Resources portal that allows your employees to manage many of their HR tasks at their own convenience. Once an employee has set up an ESS account, they will be able to update personal and dependent information, view historical documents such as W2s and pay stubs, request time off and submit timesheets.

The Open Enrollment online application is part of the Employee Self Service online application. This web-based application allows employees to research, enroll and update their benefit enrollment status at their own convenience.

Inventory Control

Springbrook's Inventory Control module allows agencies to accurately manage in-house inventory. Employ this solution to monitor the acquisition and storage of inventory in multiple warehouses, manage item usage and maintain average cost figures for goods. This module is completely integrated with the entire financial suite to provide accurate and timely information.

- Account Assignment – assign GL accounts to inventory items
- Inventory Transactions – enter manual transactions to issue, receive, transfer, return to vendor, return to stock, or return to inventory
- Physical Inventory – generate forms, import item data, and process physical inventory
- Reorders – generate purchase orders based on specified reorder points
- Set Reorder and Build To – set reorder points and calculate build to quantities
- Reporting – generate reports and display IC data

- Maintenance/Utilities – create and maintain IC units and execute specialized IC tools

Licensing and Permits

Springbrook's Licenses and Permits module is a feature-rich solution for managing all types of government-related licensing and permitting. A wide array of business licenses can be custom-defined and established to fit how organizations grant licenses. Also included in licenses and permits are animal licensing, vehicle stickers and permitting. These features combine to offer a powerful tool for administering multiple types of licenses and permits.

- Adjustments – process adjustments on LP invoices and payments
- Letters – generate customized Microsoft Word-based form letters
- License Update – update multiple licenses
- Past Dues – assess past due penalties
- Refunds – refund overpayments and deposits
- Renewals – generate renewal letters and invoices
- Reporting – generate reports and display LP data
- Maintenance/Utilities – create and maintain LP units and execute specialized LP tools

Parking Tickets

Springbrook's Parking Tickets system provides an easy-to-use interface for keeping track of citations and vehicles. Each citation can record details such as the plate number and vehicle description, issuing officer, date/time and list of offenses. Letters can be mailed for failure to pay on time or for holding an excessive number of tickets, and a separate collection agency report simplifies the process of sending unpaid citations to collections. Integration with the Springbrook Cash Receipts and General Ledger applications allows payments and parking ticket revenue to be tracked automatically and in real-time. Optional integration with handheld devices removes the manual work of entering tickets issued in the field.

- Collections – generate collection letters and charge late fees
- Excessive Tickets – generate notices for repeat offenders
- Past Dues – assess past due penalties
- Reporting – generate reports and display PT data
- Maintenance/Utilities – create and maintain PT units and execute specialized PT tools

Payroll

Springbrook's Payroll module gives users the ability to control authorized positions and handle complex benefit and deduction calculations.

- 1099Rs – generate and print 1099R forms
- Accrual Adjustments – adjust accrual hours on employee records
- Computer Checks/Manual Checks/Void Checks – generate and manage payroll checks
- Direct Deposits – confirm and approve employee direct deposit requests submitted through Employee Self Service
- Retro Pay – process retro pay for employees
- Timesheets – generate, maintain and report on employee timesheets
- W-2s – generate, maintain and adjust employee W-2 forms
- Affordable Care Act – process Affordable Care Act payments

- State Reporting – generate state-specific reports
- Reporting – generate reports and display PR data
- Maintenance/Utilities – create and maintain PR units and execute specialized PR tools

Project Management

Springbrook's Project/Grant Management module is designed to monitor costs, budgets and requirements for an unlimited number of projects and grants. This module allows agencies to be proactive in the project management arena by tracking all aspects and stages of project and grant activity. Springbrook's unique multi-level tasking allows for users to define the project in as much detail required to fit that project. This, combined with the integration to all modules, gives organizations the ideal management tool for effectively tracking these items and making informed and intelligent decisions.

- Adjustments – adjust PM task balances and line items
- Budget Adjustments – establish and adjust project budgets
- Reporting – generate reports and display PM data
- Maintenance/Utilities – create and maintain PM units and execute specialized PM tools

Purchase Orders

Springbrook's Purchase Orders module is a comprehensive, integrated management tool that administers all purchasing decisions. With features including electronic approval of purchase orders, online remote purchase order entry, and seamless integration to Springbrook's General Ledger, Accounts Payable, Inventory Control, Fixed Assets, Project Management and Work Orders modules, this application is a key component to an organization's successful financial management.

- Change Orders – update or maintain created or committed purchase orders
- Purchase Orders – generate and process purchase orders
- Receiving – receive purchase order line items
- Requisitions – create and maintain requisitions that can be used to generate purchase orders
- Roll Over POs – update the fiscal year associated with open purchase orders
- Reporting – generate reports and display PO data
- Maintenance/Utilities – create and maintain PO units and execute specialized PO tools

Special Assessments

Springbrook's Special Assessments module allows clients to create and manage assessments from generation through payoff. Designed to be tailored to each organization's needs, the system is fully integrated with Springbrook's Central Cash, Project Management, General Ledger and other CIS/Accounts Receivable-based modules.

- Adjustments – adjust SA charges and payments
- Billing – calculate SA charges and generate bills
- Letters – generate customized Microsoft Word-based form letters
- Past Dues – assess past due penalties
- Reporting – generate reports and display SA data
- Maintenance/Utilities – create and maintain SA units and execute specialized SA tools

System Setup

Springbrook's System Setup module provides all the tools a Springbrook administrator needs to set up users, fine-tune security settings, and maintain the other Springbrook modules.

- Dashboard – configure data display dashboards
- Security – set security at every level of the application
- Work Flow – create and maintain automated work flows
- Reporting – generate reports and display SS data
- Maintenance/Utilities – create and maintain SS units and execute specialized SS tools

Utility Billing

Springbrook's Utility Billing module, one of the cornerstones of the Springbrook suite of applications, automates a variety of tasks. This customer-service-driven solution allows the management of water, sewer, electric, gas and garbage collection information with ease.

- Adjustments and Fees/Refunds/Transfers – process adjustments, refunds, transfers and assess fees on UB accounts
- Budget Billing – calculate budget billing amounts on UB accounts
- Past Dues/Collections – assess past due penalties and initiate collections on outstanding UB accounts
- New Billing/Final Billing – process billing cycles on UB accounts
- Meter Management – process utility meter readings
- Service Requests – create and maintain service requests
- Winter Averaging – calculate and bill average consumption, also referred to as “equal pay” or “level pay”
- Reporting – generate reports and display UB data
- Maintenance/Utilities – create and maintain UB units and execute specialized UB tools

Online-Bills / CivicPay

Springbrook's Online-Bills / CivicPay solution provides online payment solutions to local government and their residents. Features / benefits include:

- PCI Compliant
- Web-based citizen portal providing 24/7 account access
- Allow citizens to securely save payment profiles for future use
- Allow citizens to opt-in to automatic payments
- Electronic bill-presentment
- Citizen email-reminders for new bills
- Ability to accept payments without requiring account registration
- Manage and pay multiple utility accounts under a single login
- Real-time integration with back office systems
 - Payments made by citizens immediately available in back-office cashiering
 - New bills and/or past-due fees immediately available in citizen portal
- Interactive Voice Recognition (IVR) available to allow for automated payment acceptance via phone

Work Orders

Springbrook's Work Order Management module allows organizations to employ a centralized system for tracking and managing work orders. The comprehensive maintenance screen allows for detailed analysis of labor, equipment, materials and services all with drill-down capabilities. When used together with the Springbrook

financial suite, these modules provide a complete work order management and maintenance solution.

- Activity – record all activity associate with a work order
- Adjustments – adjust existing WO line item activity
- Create Fixed Assets/Adjust Fixed Assets – create and adjust FA module fixed assets generated through work orders
- Create Inventory Items – create IC module inventory items generated through work orders
- Billings/Additional Billings – bill work order activity items
- Equipment Readings/Equipment Analysis – track and report on equipment usage
- Estimates/Recurring Estimates – create and maintain estimates that can be set up to precede work orders
- Maintenance Jobs – create and maintain maintenance schedules that will automatically generate equipment maintenance work orders
- Work Orders – create and maintain work orders
- Reporting – generate reports and display WO data
- Maintenance/Utilities – create and maintain WO units and execute specialized WO tools

KVS Software Specifications

Accounts Payable

The KVS Accounts Payable module governs vendor payment processing. In addition to vendor payment processing, integration with all other KVS modules allows for a complete analysis and online, real-time budget control. This powerful application can offer an efficient and effective solution for all accounts payable needs.

Accounts Payable processes include:

- 1099s – generate 1099 forms for AP vendors
- Computer Checks/Manual Checks/Void Checks – generate and manage checks based on AP invoice line items
- Invoices/Void Invoices – generate and manage AP invoices
- Reporting – generate reports and display AP data
- Maintenance/Utilities – create and maintain AP units and execute specialized AP tools

Bank Reconciliation

The KVS Bank Reconciliation module provides the tools needed to track and maintain the relationship between an organization's accounting records and bank records.

- Clear Transactions – clear checks or deposits that have cleared your bank accounts
- Receipt Deposits – create deposit transactions using committed receipts
- Reporting – generate reports and display BR data

Budgeting

The KVS Budget module allows for the creation of an unlimited number of years, with an unlimited number of scenarios. These user-defined scenarios can be for the entire agency, a single line item, or anything in between. Seamless integration to Excel also provides for easy manipulation of data. The Payroll system also offers an integrated budgeting module for salary/benefit projections.

- Extended Budgeting – generate and maintain requested, proposed, approved and adopted budgets
- Distributed Entry – allows department heads to enter their budgets

Fixed Assets

The KVS Fixed Assets module is a complete asset management application that tracks value and depreciation from acquisition through disposal. Designed to meet GASB 34 requirements and powerful enough to meet any local government needs.

- Adjustments – process adjustments on the accumulated depreciation on fixed assets
- Calculate Depreciation – calculate depreciation on installed fixed assets
- Disposals – dispose of retired fixed assets
- Install Assets – install new fixed assets
- Reporting – generate reports and display FA data

General Ledger

The KVS General Ledger serves as a robust, feature-rich foundation for the KVS suite of applications. This intuitively designed application provides the functionality needed for more informative online analysis and financial reporting. The flexibility of application provides a stable foundation for current operations as well as future growth. Complete integration with the KVS suite of applications allows for easy and thorough consolidation of all financial activity.

- Budget Adjustments – adjust budget values on a GL account
- Journal Entries – generate journal entries for a GL account

- New Budget Info – edit, maintain and report on GL budgets
- Reporting – generate reports and display GL data

Purchase Orders

The KVS Purchase Orders module is a comprehensive, integrated management tool that administers all purchasing decisions. With features including electronic approval of purchase orders, online remote purchase order entry, and seamless integration to the KVS General Ledger, Accounts Payable, this application is a key component to an organization's successful financial management.

- Changes to Orders – update or maintain created or committed purchase orders
- Purchase Orders – generate and process purchase orders
- Requisitions – create and maintain requisitions that can be used to generate purchase orders
- Roll Over POs – update the fiscal year associated with open purchase orders
- Reporting – generate reports and display PO data

Collections

The KVS Collection module provides secure management and tight operational controls of billing, payment collection and processing. This powerful application centralizes all billing and payment collection for maximum productivity and control. With full keyboard input and direct interfaces to cash drawers and receipt printers, clients will truly excel in efficiency.

- Cash Receipts – manage payment collection and processing
- Adjust, abate balances to accounts
- Create bills for Real Estate, Personal Property, Motor Vehicle Excise, Betterments, Miscellaneous/General billing
- Reporting – generate reports and display billing and payment data

Utility Billing

The KVS Utility Billing module, automates a variety of tasks. This customer-service-driven solution allows the management of water, sewer, and garbage collection information with ease.

- Adjustments and Fees/Refunds/Transfers – process adjustments, refunds, transfers and assess fees on UB accounts
- Past Dues/Collections – assess past due penalties and initiate collections on outstanding UB accounts
- New Billing/Final Billing – process billing cycles on UB accounts
- Meter Management – process utility meter readings
- Service Requests – create and maintain service requests
- Estimate billing – calculate and bill average consumption by year or season
- Reporting – generate reports and display UB data

Payroll

Our KVS Payroll module gives users the ability to control authorized positions and handle complex benefit and deduction calculations.

- Computer Checks/Manual Checks/Void Checks – generate and manage payroll checks
- Direct Deposits – confirm and approve employee direct deposit requests submitted through Employee Self Service
- W-2s – generate, maintain and adjust employee W-2 forms
- Affordable Care Act – process Affordable Care Act payments
- Bulk Deductions – apply multiple benefits and deductions to multiple employee records
- Pay Adjustments – update employee grade, step, and pay schedule information

- Accrual Adjustments – adjust accrual hours on employee records
- State Reporting – generate state-specific reports
- Retirement Reporting for Teachers and County Retirement
- Reporting – generate reports and display PR data

System Setup

System Setup module provides all the tools an administrator needs to set up users, fine-tune security settings, and maintain the other KVS modules.

SoftRight Software Specifications

Accounts Payable

The SoftRight Accounts Payable module governs vendor payment processing. In addition to vendor payment processing, integration with all other SoftRight modules allows for a complete analysis and online, real-time budget control. This powerful application can offer an efficient and effective solution for all accounts payable needs. Accounts Payable processes include:

- 1099s – generate 1099 forms for AP vendors
- Computer Checks/Manual Checks/Void Checks – generate and manage checks based on AP invoice line items
- Invoices/Void Invoices – generate and manage AP invoices
- Reporting – generate reports and display AP data
- Maintenance/Utilities – create and maintain AP units and execute specialized AP tools

Bank Reconciliation

The SoftRight Bank Reconciliation module provides the tools needed to track and maintain the relationship between an organization's accounting records and bank records.

- Clear Transactions – clear checks or deposits that have cleared your bank accounts
- Receipt Deposits – create deposit transactions using committed receipts
- Reporting – generate reports and display BR data

Budgeting

The SoftRight Budget module allows for the creation of an unlimited number of years, with an unlimited number of scenarios. These user-defined scenarios can be for the entire agency, a single line item, or anything in between. Seamless integration to Excel also provides for easy manipulation of data. The Payroll system also offers an integrated budgeting module for salary/benefit projections.

- Extended Budgeting – generate and maintain requested, proposed, approved and adopted budgets
- Distributed Entry – allows department heads to enter their budgets

Fixed Assets

The SoftRight Fixed Assets module is a complete asset management application that tracks value and depreciation from acquisition through disposal. Designed to meet GASB 34 requirements and powerful enough to meet any local government needs.

- Adjustments – process adjustments on the accumulated depreciation on fixed assets
- Calculate Depreciation – calculate depreciation on installed fixed assets
- Disposals – dispose of retired fixed assets
- Install Assets – install new fixed assets
- Reporting – generate reports and display FA data

General Ledger

The SoftRight General Ledger serves as a robust, feature-rich foundation for the SoftRight suite of applications. This intuitively designed application provides the functionality needed for more informative online analysis and financial reporting. The flexibility of application provides a stable foundation for current operations as well as future growth. Complete integration with the SoftRight suite of applications allows for easy and thorough consolidation of all financial activity.

- Budget Adjustments – adjust budget values on a GL account
- Journal Entries – generate journal entries for a GL account

- New Budget Info – edit, maintain and report on GL budgets
- Reporting – generate reports and display GL data

Purchase Orders

The SoftRight Purchase Orders module is a comprehensive, integrated management tool that administers all purchasing decisions. With features including electronic approval of purchase orders, online remote purchase order entry, and seamless integration to the SoftRight General Ledger, Accounts Payable, this application is a key component to an organization's successful financial management.

- Changes to Orders – update or maintain created or committed purchase orders
- Purchase Orders – generate and process purchase orders
- Requisitions – create and maintain requisitions that can be used to generate purchase orders
- Roll Over POs – update the fiscal year associated with open purchase orders
- Reporting – generate reports and display PO data

Collections

The SoftRight Collection module provides secure management and tight operational controls of billing, payment collection and processing. This powerful application centralizes all billing and payment collection for maximum productivity and control. With full keyboard input and direct interfaces to cash drawers and receipt printers, clients will truly excel in efficiency.

- Cash Receipts – manage payment collection and processing
- Adjust, abate balances to accounts
- Create bills for Real Estate, Personal Property, Motor Vehicle Excise, Boats, Moorings, Marina, Betterments, Miscellaneous/General billing
- Reporting – generate reports and display billing and payment data

Utility Billing

The SoftRight Utility Billing module, automates a variety of tasks. This customer-service-driven solution allows the management of water, sewer, and garbage collection information with ease.

- Adjustments and Fees/Refunds/Transfers – process adjustments, refunds, transfers and assess fees on UB accounts
- Past Dues/Collections – assess past due penalties and initiate collections on outstanding UB accounts
- New Billing/Final Billing – process billing cycles on UB accounts
- Meter Management – process utility meter readings
- Service Requests – create and maintain service requests
- Estimate billing – calculate and bill average consumption by year or season
- Reporting – generate reports and display UB data

Payroll

Our SoftRight Payroll module gives users the ability to control authorized positions and handle complex benefit and deduction calculations.

- Computer Checks/Manual Checks/Void Checks – generate and manage payroll checks
- Direct Deposits – confirm and approve employee direct deposit requests submitted through Employee Self Service
- W-2s – generate, maintain and adjust employee W-2 forms
- Affordable Care Act – process Affordable Care Act payments
- Bulk Deductions – apply multiple benefits and deductions to multiple employee records
- Pay Adjustments – update employee grade, step, and pay schedule information

- Accrual Adjustments – adjust accrual hours on employee records
- State Reporting – generate state-specific reports
- Retirement Reporting for Teachers and County Retirement
- Reporting – generate reports and display PR data

System Setup

System Setup module provides all the tools an administrator needs to set up users, fine-tune security settings, and maintain the other SoftRight modules.

Springbrook Data Storage Policy

The Licensee's subscription comes with a limit of 500GB data storage for all cloud environments. Data storage includes:

- Transaction data;
- Reference data;
- Configuration data;
- Documents and Report Files;
- Backup copies; and
- Other data stored by Springbrook on behalf of the customer.

Additional storage can be purchased from Springbrook in blocks of 500MB, with a price of one thousand dollars (\$1,000) per year.

Data Retention

If the Licensee's Software as a Service ("SaaS") subscription expires or is otherwise terminated, Contractor will initiate its data retention processes, including the deletion of licensee data from systems directly controlled by Contractor.

- If a Licensee's SaaS subscription expires or is otherwise terminated, Contractor will store its customer data, as defined in the master agreement between Licensee and Contractor, for ninety (90) days (the "Retention Period"). During the Retention Period, provide Licensee with a notice indicating its intention to delete its Customer Data.
- After the Retention Period, Contractor will, within a commercially reasonable amount of time, disable the account and delete the customer data, including any cached or backup copies.

Frequently Asked Questions

Can Licensee track its storage usage on the Springbrook Cloud?

It's not currently possible to track storage usage in the Springbrook application. However, Licensee can request this information by submitting a support case through Springbrook Customer Support.

What will happen if Licensee exceeds its storage limit?

If Licensee's Springbrook Cloud instance exceeds the storage limit, it will receive notification and a charge of one thousand (\$1,000) per 500MB of usage will be billed at the time of subscription renewal.

Springbrook Support Policy

This Springbrook Support Policy (“Support Policy”) is a policy governing the use of Springbrook software as service products (the “Service(s)”) under the terms of the services agreement (the “Agreement”) between Springbrook Holding Company, LLC and its affiliates (“Springbrook”, “us” or “we”) and the purchaser of Springbrook’s Service (“Customer”). This Support Policy may be updated from time to time by Springbrook in its sole discretion.

Updates

Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Springbrook’s discretion. Springbrook is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Service.

Support Commitment

In support of the Services, Springbrook will provide Customer with the following first line support:

Telephone Support. Springbrook’s Customer Resource Center (CRC), a live technical support facility, will be available to Customer from 5:00 a.m. until 5:00 p.m. Pacific time Monday through Friday, excluding Springbrook’s observed holidays.

Email Support. Springbrook provides an electronic mail address (help@sprbrk.com) to which Customer may submit routine or non-critical support requests. Email Support Requests will be addressed by Springbrook during its regular business hours of 5:00 a.m. until 5:00 p.m. Pacific time Monday through Friday.

Online Support Materials. Springbrook will make available to Customer certain archived client-side software updates and other technical information in Springbrook’s online support databases. This Online Support will be continuously available to Customers.

Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production database, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

Third Party Product Support

If any third-party software is supplied by Springbrook, Springbrook disclaims all support obligations for such third-party software, unless expressly specified by Springbrook in Customer’s Agreement.

Exclusions

The following Support Exclusions are not covered by this Support Policy: (a) Support required due to Customer’s or any End User’s or third party’s misuse of the Services; (b) Support during times outside of Springbrook’s regular business hours stated above; (c) Support necessitated by external factors outside of Springbrook’s reasonable control, including any force majeure event or Internet access or related problems.

Response and Resolution Goals

Critical

Definition. System or application is non-functional or seriously affected and there is no reasonable workaround available (e.g., business is halted).

Response goal. Confirmation of receipt within 1 business hour. Update as information arrives or at the interval agreed with the Customer.

Resolution goal. Upon confirmation of receipt, Springbrook begins continuous work on the case. Springbrook will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated, provided there is an agency representative available to assist with issue diagnosis and testing during the resolution process.

High

Definition. System or application is affected and there is no workaround available or the workaround is impractical (e.g., system response is very slow, day to day operations continue but are impacted by the work around).

Response goal. Confirmation of receipt within 4 business hours.

Resolution goal. Springbrook will put forth our best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.

Medium

Definition. System or application feature is non-functional and a convenient workaround exists (e.g., non-critical feature is unavailable or requires additional user intervention).

Response goal. Confirmation of receipt within 8 business hours.

Resolution goal. Springbrook will put forth our best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.

Low

Definition. System or application feature works, but there is a minor problem (e.g., incorrect label, or cosmetic defect).

Response goal. Confirmation of receipt within 24 business hours.

Resolution goal. Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

Springbrook Cloud Hardware and Software Requirements

The following table lists the nominal workstation hardware and software requirements for a Springbrook Cloud implementation. This includes Springbrook Cloud, Springbrook web applications, and CivicPay Online.

Processor, RAM, Hard Drive	Notes	Internet Connection
<p>Processor, RAM, and Hard Drive specifications must meet the recommended hardware requirements for Windows 10 Professional and Enterprise (64-bit).</p>	<p>Springbrook Cloud:</p> <p>.NET Framework 4.7.2 is required</p> <p>Microsoft Internet Explorer 11 - Due to its native support for our application we recommend the use of the latest available version of IE to launch the Springbrook cloud software and may require you to update or switch to IE before further troubleshooting an issue. If you wish to use another browser you will need to install a click-once extension for the browser. Springbrook does not provide or recommend any particular extensions.</p> <p>Microsoft Office 2010, 2013, or 2016 (this is an optional installation component and is only used for some</p>	<p>Internet connection with standard access to communicate on ports 80 and 443.</p> <p>IP 52.240.137.85 over port 443 added to the Intrusion Preventative Service and Gateway AV service for all firewalls and/or any security software and/or proxy settings.</p> <p>Note: <i>The cloud application updates weekly. Sometimes the application is modified enough that it can trigger some AV software to identify it as malicious and either quarantine a file or prevent it from deploying all together. Certain firewalls (SonicWALL) have a specific setting for cloud based applications that sometimes needs to be</i></p>

Processor, RAM, Hard Drive	Notes	Internet Connection
	<p>features).</p> <p>Springbrook SAS Web Applications and CivicPay Online:</p> <p>Springbrook web applications, such as Employee Self Service, and CivicPay Online should be accessed via a modern, fully-up-to-date, TLS 1.2+ compatible web browser . While Springbrook does not recommend a specific web browser, the use of an out-of-date web browser other than the most current, stable release can negatively impact these applications.</p> <p>You can validate your browser compatibility with TLS 1.2+ at https://www.ssllabs.com/ssltest/viewMyClient.html</p>	<p><i>adjusted.</i></p> <p>Springbrook recommends latency to cloud servers be no greater than 250 milliseconds.</p> <p>Springbrook recommends 3 Mb/s (megabits per second) be exclusively available for both upload and download bandwidth for the V7 application.</p> <p>Note: <i>This requirement meets the average usage needs of five full-time users. Additional bandwidth may be required for additional users. It can be difficult to specify customer bandwidth because of the nature of the Internet and individual organization usage. Network latency, peering issues, bandwidth at upstream providers, users using their Internet connections for other uses than Springbrook, etc. all affect the perceived performance of the connection and the amount of bandwidth required to keep performance adequate.</i></p> <p><i>Springbrook recommends engaging a</i></p>

Processor, RAM, Hard Drive	Notes	Internet Connection
		<i>networking professional to help measure, allocate, and monitor appropriate bandwidth and networking resources.</i>

The following table lists requirements and relevant information for application areas within a Springbrook Cloud application.

Application Area	Requirements and Information
Report Modification	Springbrook's Ad-Hoc Reporting tool allows Springbrook Cloud users to build and run complex reports, charts, and graphs that pull data from multiple user-selected data base tables. Users can then share those reports across the organization while still maintaining data security through comprehensive reporting security settings.
Printer Support	<p>Laser printers, which are compatible with Microsoft Windows and HP PCL 4, 5, or 6, are required for use with the Springbrook applications. For clients that generate large print jobs, additional memory for the printer may prove necessary.</p> <p>Although inkjet printers are very popular, Springbrook cannot guarantee their compatibility with our software and their use is not support. Dot matrix and line printers are not compatible or supported.</p>
Hardware and Network Configuration and Maintenance	All operating systems are the sole responsibility of the client to configure, implement and maintain. It is the client's responsibility to accur-

Application Area	Requirements and Information
	<p>ately set up all peripherals to be used in conjunction with the operating system and the application software. This includes, but is not limited to, mapping the correct network path (as needed) and installing the correct print driver. Springbrook does not accept responsibility for poor performance due to incorrect or inefficient hardware, operating system software or network configuration.</p> <p>Because Springbrook's primary goal is to provide our clients with support for our applications, we highly recommend that a partnership be established with a network-proficient consultant prior to moving to a Microsoft Windows server environment and migrating to the Springbrook applications. This will provide clients with the security and timely response to hardware and networking problems and will allow the Springbrook staff to provide assistance for software-related issues.</p> <p>Springbrook will assist clients in determining whether a problem is due to a hardware/network issue or a Springbrook application issue. Springbrook reserves the right to bill clients for any hardware and network assistance unrelated to our applications. This service is provided at our current hourly rate.</p>



Springbrook Holding Company, LLC

Privacy Policy

Introduction

This Privacy Policy was updated on or about July 13, 2020.

Springbrook Holding Company, LLC and its affiliated companies and subsidiaries (collectively referred to as “Springbrook,” “we,” or “us”) respect your privacy. This Privacy Policy describes how we collect Information from and about you, what we do with the Information, how we share it, and how we handle the content you place in our products and services. It also explains the choices available to you regarding use of your Personal Information. By providing Content, Information or Personal Information to us including on our website or purchasing our products or services, or signing an agreement that incorporates this Privacy Policy by reference you agree to this Privacy Policy.

Scope of this Privacy Policy

This Privacy Policy applies to the Information we obtain through your use of Springbrook’s products and services or visitation to Springbrook websites where this Privacy Policy is posted. It does not apply to any other Information collected by Springbrook through other means. If you have agreements with Springbrook for Springbrook products and services, then those agreements control to the extent of any conflict. Further, this Privacy Policy does not cover the activities of third parties except as specifically stated.

Definitions

Content: any Information or data that you upload, submit, post, create, transmit, store or display in an Springbrook product or service.

Downloadable Products: Springbrook’s downloadable software products and mobile applications, including bundles of code, resources, and configuration files that can be used with an Springbrook product to add new functionality (including product version upgrades) created by Springbrook that are installed by customers on a device of their choice.

Information: all forms of data, content, and information collected by us.

Personal Information: Information that may be used to readily identify or contact you as an individual person, such as: name, address, email address or phone number. Personal Information does not include Information that has been anonymized such that it does not allow for the ready identification of specific individuals.

Our Collection of Personal Information

Springbrook collects Personal Information from you at several different points, including but not limited to the following: when we correspond with you as a customer or prospective customer; when you use our products or services; when you visit, register, or otherwise provide us your Personal Information on our website; when you contact us for help; when you interact with our advertising and marketing



content; and when you participate at our conferences, attend our webinars, or visit our tradeshow booths.

In using our products or services or requesting Information, you may provide a password for your account, your real name, industry, agency name, job role and contact Information. We may also collect other information including but not limited to the specific Springbrook product or service being used, the associated license identifier and domain name, financial information (for example, information about your payment card numbers), the username and IP address or the individual using the product or service function; your credit card number and billing address when purchasing a Springbrook product or service; analytics Information including aggregated usage data; and other additional Information required to detail the operation of the Springbrook product or service.

Our Use of Your Information and Personal Information

Springbrook may use your Information and Personal Information to:

- Deliver the products and services that you have requested, including software updates.
- Manage your customer relationship and provide you with customer support.
- Perform research and analysis about our customers' use of, or interest in, our products, services or content.
- Operate and improve our internal operations, systems, products and services including benchmarking system performance.
- Understand you and your preferences to enhance your experience.
- Respond to your comments and questions, and provide customer service.
- Send you service-related information, including confirmations, invoices, technical notices, updates, security alerts, and support and administrative messages.
- Deliver marketing communications.
- Enforce our terms and conditions.
- Recruit, onboard, and distribute payroll and benefits.
- Communicate with you about products or services that may be of interest to you.

Our Disclosure of Your Personal Information to Third Parties

We may share your Personal Information with third parties only in the ways that are described in this Privacy Policy:

- When we have your permission, including when you choose to share Personal Information including using Springbrook Community or post to our blogs.
- We may provide your Personal Information to our agents, partners, contractors, vendors or service providers who perform functions on our behalf.
- We may share your information with our current or future "affiliates" (which means a parent company, any subsidiaries, joint ventures, or other companies under common control), in which case we will require our affiliates to honor this Privacy Policy.
- We may disclose Personal Information to comply with laws or in response to legal process, for example, in response to a court order or a subpoena. We also may disclose Personal Information in response to a law enforcement agency's request, or where we believe it is necessary to investigate, verify, prevent, enforce compliance with, or take action regarding: illegal or



- suspected illegal activities; suspected fraud; situations involving potential threats to the physical safety of any person; protection of the rights and property of Springbrook, our agents, customers or others; or violations or suspected violations of our agreements, policies or end user license agreements; or as otherwise required or permitted by law, or consistent with legal requirements. We reserve the right to transfer or disclose Personal Information in our system relating to or during negotiation of any merger, financing, acquisition, bankruptcy, dissolution, transaction or other proceeding involving sale, transfer, divestiture or assignment of all or a portion of our business or assets to a different entity.
- Finally, we may also share aggregated, anonymized or statistical information about you, including demographics data, with others for a variety of purposes, including for their own uses, for example, for improving their products and services for Springbrook and others.

Our Security Measures to Protect your Personal Information

We have put in place reasonable and appropriate physical, electronic, and managerial procedures in an effort to help safeguard Personal Information we collect. However, Springbrook cannot fully eliminate security risks associated with Personal Information. To help protect yourself, please use a strong password, do not use the same passwords you use with other accounts or services, and protect your usernames and passwords.

End Customer Data

Springbrook's customer may electronically submit Information to the product or service for processing and storage purposes ("End Customer Data"). We may access or process End Customer Data only for the purpose of providing the product or service or preventing or addressing service or technical problems or as may be required by law. If your Personal Information has been submitted to us by an Springbrook customer and you wish to exercise any rights you may have to access, correct, amend, or delete such data, please inquire with the relevant customer directly. Since Springbrook personnel have limited ability to access Information our customers submit to our products or services, if you wish to make your request directly to Springbrook, please provide the name of the Springbrook customer who submitted your data to our product or service. We will refer your request to that customer.

Our Retention of your Personal Information

Personal Information will be retained as long as needed to fulfill legitimate business purposes for which it was collected, including the purposes outlined in this Privacy Policy, or for a period of time specifically required or allowed by applicable regulations or laws. We will also retain and use your Personal Information for as long as necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

Cookies/Web Beacons

When you use our websites, you can usually choose to set your browser to remove cookies and to reject cookies from our servers. If you choose to remove or reject cookies, this could affect certain features or services of our websites. Cookie management tools provided by your browser may not remove Flash cookies. To learn how to manage privacy and storage settings for Flash cookies, go to:



http://www.macromedia.com/support/documentation/en/flashplayer/help/settings_manager.html#117118 (or in the EU YourOnlineChoices.com).

You can also choose to opt-out of use of cookies by many of our third party advertising partners for delivery of personalized ads by visiting [the Digital Advertising Alliance \(http://www.aboutads.info/choices/\)](http://www.aboutads.info/choices/) in the USA, [Digital Advertising Alliance of Canada \(http://youradchoices.ca/\)](http://youradchoices.ca/) in Canada or the [European Digital Advertising Alliance \(http://www.youronlinechoices.eu/\)](http://www.youronlinechoices.eu/) in Europe.

While we and others give you certain choices, as further outlined in this Privacy Policy, there are many ways that web browser signals and similar mechanisms can indicate your choice to disable tracking, and we may not be aware of nor honor every mechanism.

International Storage and Transfer of your Personal Information

Springbrook is a global company with affiliates, various business processes, management structures and technical systems that cross borders. Information collected by Springbrook or on behalf of may be stored on our computers, on our mobile devices, or on our servers, and may be transferred to, accessed from, or stored and processed in the United States and other countries including but not limited to Ireland, United Arab Emirates, Australia, New Zealand, Canada and any other country where Springbrook or its service providers maintain facilities or support centers.

Your Access to and Amendment of your Personal Information

Our marketing emails tell you how to “opt-out” of receiving further marketing emails. If you opt out, we may still send you non-marketing emails including emails about your accounts and our business dealings with you.

We allow you to access your Personal Information (with proper identification verification), and allow you to correct, amend or delete inaccurate Personal Information, except where the burden or expense of providing such an access is disproportionate to the individual privacy risk, or where the rights of persons other than the requesting individual risk being violated. This information request can be made by sending an email to legal@Springbrook.com.

Children’s Privacy

Because of the nature of our business, our services are not designed to appeal to minors. We do not knowingly attempt to solicit or receive any information from anyone under the age of 13. If you are a parent or guardian and you are aware that your child has provided us with Personal Information, please contact us immediately.

Changes to This Privacy Policy

From time to time, we may collect and use Personal Information in ways not previously disclosed in our Privacy Policy. If our information practices or this policy change, we will post adjustments to this policy and change the “Last Updated” date. Unless additional notice or consent is required by applicable laws, this will serve as your notification of these changes.



Contacting Us

If you have questions or suggestions, please email Springbrook at legal@sprbrk.com. Please send all written communication to:

Springbrook Holding Company, LLC
Attn: Legal Department
1000 SW Broadway, Suite 1900
Portland, Oregon 97205



STAFF REPORT

To: BOARD OF DIRECTORS **Meeting Date: August 26, 2021**
From: Jason Hayden, Chief Financial Officer
Subject: Certificates of Participation (COPs) Counsel

The issuance of Certificates of Participation to fund improvements to the District’s infrastructure assets will require the services of legal counsel that specializes in this type of work. Staff solicited a proposal from Stradling Yocca, Carlson & Rauth (SYC&R) to serve the District as bond and disclosure counsel for the proposed financing effort. The services that will be provided by SYC&R (as detailed in the attached proposal, Exhibit A - Scope of Services) are necessary for the District to successfully issue the Certificates of Participation. The cost for the services are illustrated below:

	Issuance of Certificates of Participation	Private Placement
Bond Counsel	45,000	45,000
Disclosure Counsel	25,000	-
Total Cost	70,000	45,000

SYC&R worked with the District to refinance the Baker Plant Loan and is therefore familiar with the District’s finances and operations. In addition, SYC&R is highly regarded for its expertise and experience working with municipalities and special districts on financing projects. Finally, SYC&R was recommended by multiple sources, including the District’s General Counsel and each of the financial advisor firms that staff interviewed.

Recommended Action:

Staff recommends that the Board of Directors authorize the District’s General Manager to enter into a contract with Stradling Yocca Carlson & Rauth in the amount of \$70,000.00 to provide legal counsel and services necessary for the District to successfully issue Certificates of Participation.

Attachments

Attachment I – Proposal from Stradling Yocca Carlson & Rauth

Attachment I

Proposal from Stradling Yocca Carlson & Rauth



Stradling Yocca Carlson & Rauth
A Professional Corporation
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660-6422
949 725 4000
stradlinglaw.com

Bradley R. Neal
949 725 4164
bneal@stradlinglaw.com

August 16, 2021

Jason Hayden
Chief Financial Officer
El Toro Water District
24251 Los Alisos Blvd
Lake Forest, CA 92630

Dear Mr. Hayden:

Stradling appreciates the opportunity to continue working with the El Toro Water District (the “District”) as bond and disclosure counsel in connection with the proposed financing of improvements to the District’s water system. Attached are our normal Terms of Retention, which is an integral part of our retention agreement

If this letter, including the attached Terms of Retention, accurately reflects your understanding of our relationship, please acknowledge your approval and acceptance of these terms by signing and returning this letter to me. Copies of each are enclosed for your files. I would be pleased to answer any questions you might have.

Very truly yours,

STRADLING YOCCA CARLSON & RAUTH

Bradley R. Neal

Enclosure

The undersigned hereby agrees that the terms and conditions in this letter and the accompanying Terms of Retention shall apply to services rendered by Stradling Yocca Carlson & Rauth.

EL TORO WATER DISTRICT

By: _____
Dennis P. Cafferty, General Manager



Stradling Yocca Carlson & Rauth
A Professional Corporation
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
949 725 4164
stradlinglaw.com

**TERMS OF RETENTION
OF
STRADLING YOCCA CARLSON & RAUTH**

1. **Fees and Costs.** Stradling Yocca Carlson & Rauth (the “Firm”) is compensated for its services based primarily on the value of the services and the time spent performing them. Such compensation may include the time spent on client conferences, travel, research, drafting documents, and other activities. The amount of fees charged on a statement is determined by the hours expended by the different attorneys and other professional personnel involved and the applicable rates applicable to public agencies. **Notwithstanding the foregoing, as is traditional for bond counsel and disclosure counsel matters, the Firm has agreed to a flat fee of \$70,000 for the bond counsel and disclosure counsel services (or \$45,000 for bond counsel services in the event of a private placement) discussed in Scope of Services in the attached Exhibit A.** Such fees will be payable at the time the transaction closes.

The firm also charges for various costs such as copying, telephone charges, computerized legal research, word processing and/or other computer time, overtime costs, messenger services, travel, filing fees and other costs. Bills for some costs are passed on directly, such as bills for certified shorthand reporters, technical consultants, and other professional fees. **For this bond counsel and disclosure counsel matter, all expenses are included in the flat fee proposal discussed above.**

2. **Termination by Us.** The Firm reserves the absolute right to withdraw from representing you if, among other things, you fail to honor the terms of our agreement, you fail to cooperate fully or follow our advice on a material matter, or any fact or circumstance occurs that would, in our view, render our continuing representation unlawful or unethical. If the Firm elects to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal, and the Firm will be entitled to be paid at the time of withdrawal for all services rendered and costs and expenses paid or incurred on your behalf. **Notwithstanding the foregoing, no portion of any bond counsel or disclosure counsel fee shall be payable in the event the Firm terminates our representation of you prior to closing of the proposed transaction.** If necessary in connection with litigation, the Firm would request leave of court to withdraw.

3. **Termination by District.** The Firm understands that the Firm serves at the pleasure of the District and this Terms of Retention may be terminated by the District at any time, upon 10 days written notification with or without cause.

4. **Date of Termination.** Our representation of you will be considered terminated at the earlier of (i) your termination of our representation, (ii) our withdrawal from our representation of you, or (iii) the substantial completion of our substantive work for you.

5. **Related Activities.** If any claim or action is brought against us or any personnel or agents of the firm based on your negligence or misconduct, or if the Firm is asked to testify as a result of our representation of you or must defend the confidentiality of your communications in any proceeding, you agree to pay us for any resulting fees, costs, or damages, including our time, even if our representation of you has ended.

6. **No Guarantee of Outcome.** Legal matters are inherently uncertain, and the Firm does not guarantee any particular result. You acknowledge and agree that any comments the Firm makes about potential outcomes, including any timetables, budgets or fee estimates, are expressions of opinion only, are neither promises nor guarantees, and are not binding. If the Firm represents you in a litigation matter, you may be required to pay the other side's fees and costs. Any such payment is your sole responsibility.

7. **Insurance.** The Firm hereby advises you that the Firm maintains professional errors and omissions insurance coverage applicable to the services to be rendered to you. Evidence of such insurance will be provided upon request.

8. **Client.** This Firm's client for the purpose of our representation is only the District. Unless expressly agreed, the Firm is not undertaking the representation of any related or affiliated person or entity, nor any parent, brother-sister, subsidiary, or affiliated corporation or entity, nor any of your or their officers, directors, agents, or employees.

9. **Client File and Retention.** For each matter the Firm maintains a file in which the Firm places certain documents and items, including original documents, that are reasonably necessary to the Firm's representation in the matter. The Firm currently keeps each file for seven years after a matter concludes. The file belongs to the client and, subject to any protective order or non-disclosure agreement, the client may request to take possession of it once the matter concludes. Should all or any portion of the file become the subject of a subpoena, discovery request or other disclosure obligation ("Legal Process") while in the Firm's possession, including after the matter concludes, you agree to pay the Firm's then-prevailing hourly rates and costs that the Firm incurs in connection with the Legal Process.

10. **Payment Notwithstanding Dispute.** In the event of any dispute that relates to the Firm's entitlement to any payment from you, all undisputed amounts shall be paid by you. Any amounts in any client trust account held on your behalf, sufficient to pay the disputed amounts, shall continue to be held in such trust account until the final disposition of the dispute.

11. **Other Clients.** As a law firm with many diverse clients and practice areas, the Firm's seek to retain the ability to accept unrelated matters for all of our clients. The Firm may thus request your informed written consent in the event the Firm seeks to represent any other client in any future matter that is not substantially related to this matter and does not involve material confidential

information the Firm obtained while representing you in this matter. Such matters could arise during the Firm's representation of you in this matter. You may determine to consent or not consent to such request and should feel free to consult your general counsel or other counsel of your choice before deciding whether to grant any consent should it be requested.

The Firm represents various investment banks and underwriters from time-to-time on transactions for public agencies other than the District. The Firm will not represent any investment bank or underwriter on any District's transaction.

The Firm represents various public agencies, including water agencies, groundwater sustainability agencies and other water agencies in Orange County, as bond and/or disclosure counsel and on other financing matters. The Firm is not representing any such agency in connection with the District's transaction.

12. **Electronic Communication and Storage Technology.** The Firm uses cell phones, email, wireless networks, cloud-based platforms, and other technology to communicate with others and to transmit or store documents and information. Such technology helps the Firm provide efficient and convenient legal services, but may pose confidentiality and security risks. By signing this letter agreement, you consent to the Firm's use of all such technology in connection with this engagement.

13. **Processing Client Personal Information.** In connection with our engagement, you may be required to disclose to the Firm, or the Firm may obtain on your behalf, personal information relating to individuals that the Firm does not otherwise collect for the Firm's own commercial or business purposes ("Client Personal Information"). For example, materials that you provide to the Firm for purposes of due diligence may contain Client Personal Information relating to third parties. You hereby acknowledge, agree and require that the Firm only collect, retain, use, disclose, or otherwise process Client Personal Information as your "service provider" or "data processor," as defined in the California Consumer Privacy Act of 2018 or other data privacy laws, as applicable (collectively, "Data Privacy Laws"), or pursuant to any exception that may apply under Data Privacy Laws regarding the attorney-client relationship. The Firm will not sell Client Personal Information. The Firm will not collect, retain, use, disclose or otherwise process Client Personal Information for any purpose other than for the purpose of performing services to you pursuant to this engagement letter, unless applicable law requires us to do otherwise. The Firm will not collect, retain, use, disclose, or otherwise process Client Personal Information outside of the Firm's direct relationship with you, unless applicable law requires the Firm to do otherwise. The Firm certifies that the Firm understand these restrictions and will comply with them. These restrictions are not intended to reduce or replace our obligations under applicable rules of professional conduct, including but not limited to the Firm's obligation of confidentiality.

14. **Publicity.** You consent to the Firm's use of your name and logo (if applicable) on our web site and in our marketing materials.

15. **Client Communication.** You hereby designate Dennis P. Cafferty, General Manager, and Jason Hayden, Chief Financial Officer, to act on your behalf for this matter, and you authorize us

to communicate with, and receive directions from, those representatives and any other person that you may designate in the future.

16. **Authority to Sign.** The person signing this letter on behalf of the District represents that he or she has the full right and authority to do so, and to fully commit and bind the District to this engagement letter.

17. **Miscellaneous.** This letter sets forth the entire agreement between you and the Firm, and there is no other or additional understanding between you and the Firm on these subjects. This agreement supersedes any prior agreements or representations, written or oral, between you and the Firm on these subjects. Any modification or amendment to this agreement must be in a writing signed by you and the Firm. This agreement shall be governed by California law without reference to its conflict of law principles. If any provision of this agreement is found to be invalid or unenforceable, that provision shall be deemed modified or removed so that it is valid and enforceable to the fullest extent of the law, and the other provisions of this agreement shall be unimpaired.

18. **Primary Attorney.** The primary attorney with responsibility for this representation will be Bradley R. Neal. The parties agree that the Firm is being retained based on the unique skill, experience, and expertise of Mr. Neal and no change will be made in the primary attorney without the prior, written consent of the District. The Firm will not substitute another primary attorney without the prior, reasonable, approval of the District.

EXHIBIT A

SCOPE OF SERVICES

A. As bond counsel, Stradling Yocca Carlson & Rauth (the “Firm”) will undertake the following scope of services.

(i) Advise the District with respect to the process for the proposed financing, including but not limited: to advice and consultation with the general manager, chief financial officer and other staff members, general counsel and the Board of Directors regarding the financing process; prepare all legal proceedings in connection with the proposed financing;

(ii) Draft various resolutions, documents and agreements for consideration by the Board of Directors of the District;

(iii) Participate in meetings, hearings or negotiations with the District staff, Board committees, Board of Directors, financial advisors, underwriters and other financing team members as the circumstances require;

(iv) Render a tax opinion that interest payable with respect to the Certificates of Participation (or other District Obligations) is exempt from State and Federal taxes;

(v) Review and prepare summaries of the major legal documents included in the offering document; and

(vi) Prepare final closing documents to be executed by the District to effect delivery of any financing (including the tax certificate) and coordinate the adoption and execution of all documents and of the closing.

B. As disclosure counsel, the Firm will undertake the following scope of services.

(i) In consultation with District staff, update District disclosure policies and procedures for the District;

(ii) Conduct federal disclosure training for District staff;

(iii) Assist the District in preparation of the preliminary official statement (the “POS”) and official statement (the “OS”);

(iv) Draft the continuing disclosure undertaking for execution by the District in connection with the proposed transaction;

(v) Draft a SEC Rule 15c2-12(the “Rule”) certificate deeming the POS final for the purposes described in the Rule for execution by the District in connection with the posting of the POS; and

(vi) Render a negative assurance letter on behalf of the District to the underwriter with respect to certain sections of the OS, in the Firm's customary form.

The above Section B shall not apply in the event the District chooses to utilize a private placement in lieu of a public offering.

EL TORO WATER DISTRICT
FINANCIAL REPORT
August 23, 2021

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**EL TORO WATER DISTRICT
BALANCE SHEET**

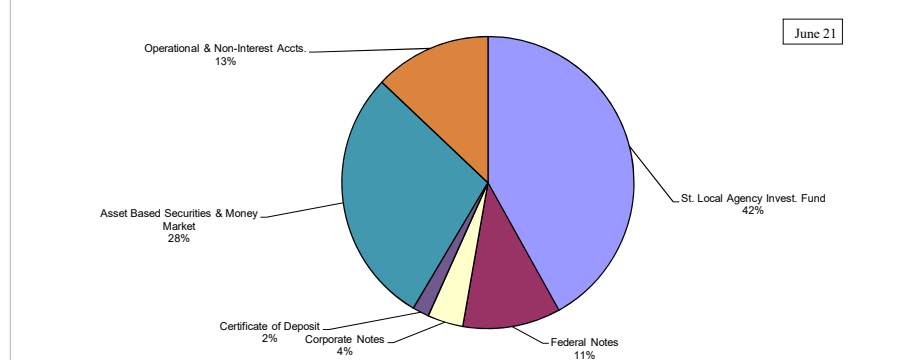
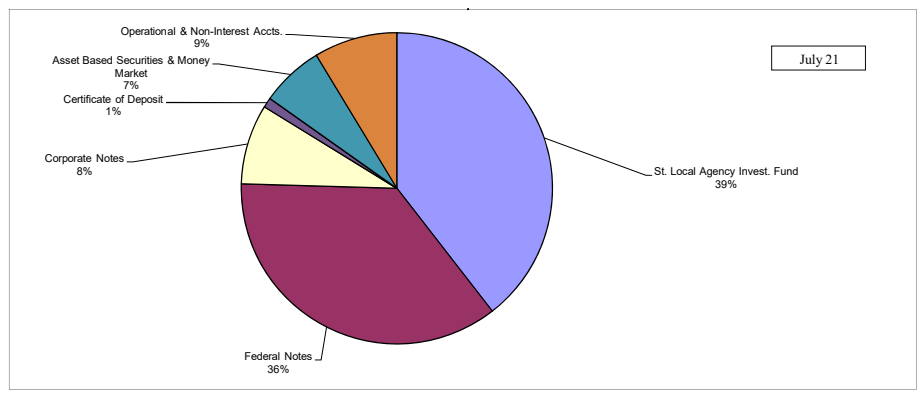
	7/31/21 (Unaudited)	June 30, 2021 (Unaudited)
ASSETS		
Current Assets		
Cash	\$1,598,173	\$3,118,166
Investments:		
Investments Cash	6,956,057	7,043,535
Investments FMV Adjustment	604	9,241
Receivables:		
Accounts Receivable	4,838,026	3,591,474
Inventories	1,155,166	1,192,207
Prepaid Expenses	528,272	150,916
Total Current Assets	\$15,076,298	15,105,540
Restricted Assets		
Cash & Investments	9,888,220	9,787,357
Total Restricted Assets	9,888,220	9,787,357
Non-Current Assets		
Utility Plant:		
Land & Easements	7,451,585	7,451,585
Long Term Leases	342,382	342,382
Equipment	121,957,993	121,918,078
Collection & Impound Reservoirs	6,243,706	6,243,706
Structure & Improvements	34,950,613	34,950,613
Total Utility Plant	170,946,280	170,906,365
Less Accumulated Depreciation & Amortization	(84,300,080)	(83,904,879)
Net Utility Plant	86,646,200	87,001,486
Construction Work in Progress	3,132,170	2,956,254
Deffered Outflow OPEB	3,634,674	3,634,674
Total Non-current Assets	93,413,044	93,592,414
TOTAL ASSETS	\$118,377,563	\$118,485,312

**EL TORO WATER DISTRICT
BALANCE SHEET**

	7/31/21 (Unaudited)	June 30, 2021 (Unaudited)
LIABILITIES and EQUITY		
Liabilities		
Current Liabilities Payable		
Accounts Payable	\$1,773,967	\$2,225,218
Current Portion of Long-Term Debt	1,897,591	6,180
Other Current Liabilities	3,093,358	1,987,469
Total Current Liabilities Payable		
From Current Assets	6,764,916	4,218,867
Long Term Debt		
Long Term Debt	48,348,566	50,591,444
Total Long Term Debt	48,348,566	50,591,444
Total Liabilities	55,113,483	54,810,311
Fund Equity		
Retained Earnings - Reserved	17,034,893	17,034,893
Contributed Capital	8,744,767	8,744,767
Retained Earnings - Unreserved	37,155,035	36,959,626
Net Income	329,385	935,715
Total Fund Equity	63,264,080	63,675,001
Total Liabilities & Fund Equity	\$118,377,563	\$118,485,312

CASH & INVESTMENTS (General Fund)
SUMMARY OF INVESTMENTS BY TYPE

	Maturity Dates	Par	Market Value 7/31/21	Financial Institution	YTM 7/31/21	Original Cost 7/31/21
State Local Agency Investment Fund	NA	NA	\$7,283,523	LAIF	0.22%	\$7,283,523
US Treasury N/B - Coupon Rate 1.875%	5/31/2022	500,000	507,422	US Bank/CAMP	0.09%	508,223
US Treasury N/B - Coupon Rate 0.125%	7/31/2022	600,000	600,281	US Bank/CAMP	0.11%	600,117
US Treasury N/B - Coupon Rate 0.125%	9/30/2022	500,000	500,156	US Bank/CAMP	0.11%	500,098
US Treasury N/B - Coupon Rate 1.875%	10/31/2022	250,000	255,508	US Bank/CAMP	0.10%	256,328
US Treasury N/B - Coupon Rate 1.875%	10/31/2022	500,000	511,016	US Bank/CAMP	0.12%	513,027
US Treasury N/B - Coupon Rate 0.125%	11/30/2022	400,000	400,062	US Bank/CAMP	0.11%	400,109
US Treasury N/B - Coupon Rate 0.125%	12/31/2022	400,000	400,000	US Bank/CAMP	0.11%	400,125
US Treasury N/B - Coupon Rate 0.125%	1/31/2023	200,000	199,969	US Bank/CAMP	0.13%	199,977
US Treasury N/B - Coupon Rate 0.125%	1/31/2023	400,000	399,938	US Bank/CAMP	0.11%	400,141
US Treasury N/B - Coupon Rate 0.250%	6/15/2023	400,000	400,562	US Bank/CAMP	0.14%	401,047
US Treasury N/B - Coupon Rate 0.125%	7/15/2023	200,000	199,813	US Bank/CAMP	0.19%	199,688
US Treasury N/B - Coupon Rate 0.125%	7/15/2023	400,000	399,625	US Bank/CAMP	0.14%	399,828
US Treasury N/B - Coupon Rate 0.125%	8/15/2023	500,000	499,375	US Bank/CAMP	0.23%	498,809
US Treasury N/B - Coupon Rate 0.250%	11/15/2023	90,000	90,056	US Bank/CAMP	0.26%	89,982
US Treasury N/B - Coupon Rate 0.125%	2/15/2024	400,000	398,625	US Bank/CAMP	0.27%	398,313
Intl BK of Recon and Dev Note - Coupon Rate 0.125%	4/20/2023	135,000	134,878	US Bank/CAMP	0.23%	134,721
NJ TPK Auth -B- Txbl Muni Bond - Coupon Rate 0.897%	1/1/2025	20,000	20,122	US Bank/CAMP	0.90%	20,000
FNA 2018-M5 A2- Coupon Rate 3.560%	9/1/2021	533	533	US Bank/CAMP	1.58%	544
FHMS K724 A2 - Coupon Rate 3.062%	11/1/2023	60,000	62,841	US Bank/CAMP	0.58%	64,052
FHMS K133 A1 - Coupon Rate 0.440%	12/1/2025	14,829	14,615	US Bank/CAMP	0.44%	14,828
Federal Farm Credit Bank Note - Coupon Rate 0.125%	2/3/2023	230,000	229,956	US Bank/CAMP	0.15%	229,871
Freddie Mac Notes - Coupon Rate 0.250	11/6/2023	155,000	155,024	US Bank/CAMP	0.23%	155,087
Fannie Mae Notes - Coupon Rate 0.250	11/27/2023	250,000	250,040	US Bank/CAMP	0.24%	250,107
Federal Notes		6,605,362	6,630,418			6,635,021
Toyota Motor Credit Corp Corporate Note - Coupon Rate 0.450%	1/11/2024	70,000	69,931	US Bank/CAMP	0.45%	69,996
John Deere Corp Notes - Coupon Rate 0.450%	1/17/2024	55,000	54,902	US Bank/CAMP	0.48%	54,961
Morgan Stanley Corp Notes - Coupon Rate 0.529%	1/25/2024	55,000	54,937	US Bank/CAMP	0.53%	55,000
PACCAR Financial Corp Corporate Note - Coupon Rate 0.350%	2/2/2024	65,000	64,859	US Bank/CAMP	0.39%	64,925
National Rural Util Coop Corporate Note - Coupon Rate 0.350%	2/8/2024	25,000	24,867	US Bank/CAMP	0.37%	24,983
Goldman Sachs Corp Notes - Coupon Rate 4.000%	3/3/2024	40,000	43,326	US Bank/CAMP	0.69%	44,062
Goldman Sachs Corp Notes - Coupon Rate 0.673%	3/8/2024	20,000	20,025	US Bank/CAMP	0.67%	20,000
JPMorgan Chase & Co Corp Note Call - Coupon Rate 0.697%	3/16/2024	70,000	70,166	US Bank/CAMP	0.70%	70,000
Charles Schwab Corp Note - Coupon Rate 0.750%	3/18/2024	30,000	30,227	US Bank/CAMP	0.77%	29,985
Bank of NY Mellon Corp Note - Coupon Rate 0.500%	4/26/2024	55,000	55,061	US Bank/CAMP	0.54%	54,941
Amazon.com Inc Corp Note - Coupon Rate 0.450%	5/12/2024	80,000	80,062	US Bank/CAMP	0.50%	79,883
Unitedhealth Group Inc Corp Note - Coupon Rate 0.550%	5/15/2024	30,000	29,987	US Bank/CAMP	0.59%	29,969
Caterpillar Finl Service Corp Note - Coupon Rate 0.450%	5/17/2024	45,000	45,004	US Bank/CAMP	0.50%	44,940
Astrazeneca Finance LLC (Callable) Corp - Coupon Rate 0.700%	5/28/2024	50,000	50,006	US Bank/CAMP	0.70%	49,996
John Deere Capital Corp Notes - Coupon Rate 0.450%	6/7/2024	10,000	9,977	US Bank/CAMP	0.49%	9,988
Clorox Company Corp Notes - Coupon Rate 3.5%	12/15/2024	35,000	37,999	US Bank/CAMP	0.88%	38,048
Apple Inc Corp Note - Coupon Rate 2.750%	1/13/2025	40,000	42,800	US Bank/CAMP	0.89%	42,786
Merck & Co Inc Corp Note - Coupon Rate 2.750%	2/10/2025	20,000	21,331	US Bank/CAMP	0.94%	21,389
JPMorgan Chase & Co Corp Note Call - Coupon Rate 0.563%	2/16/2025	30,000	29,828	US Bank/CAMP	0.56%	30,000
Lockheed Martin Corp Note - Coupon Rate 2.900%	3/1/2025	20,000	21,485	US Bank/CAMP	1.06%	21,422
Bank of America Corp Notes - Coupon Rate 3.458%	3/15/2025	40,000	42,693	US Bank/CAMP	1.53%	42,714
Burlington North Santa Fe Corp Note Call - Coupon Rate 3.000%	4/1/2025	20,000	21,636	US Bank/CAMP	1.07%	21,533
Bank of America Corp Notes (Callable) - Coupon Rate 0.976%	4/22/2025	70,000	70,351	US Bank/CAMP	0.98%	70,000
Bank of NY Mellon Corp Note - Coupon Rate 1.600%	4/24/2025	45,000	46,406	US Bank/CAMP	0.97%	46,148
Pepsico Inc Corp Note Call - Coupon Rate 2.750%	4/30/2025	20,000	21,427	US Bank/CAMP	1.02%	21,400
Citigroup Inc Corp Notes - Coupon Rate 0.981%	5/1/2025	35,000	35,222	US Bank/CAMP	0.98%	35,000
Morgan Stanley Corp Notes (Callable) - Coupon Rate 0.790%	5/30/2025	10,000	9,951	US Bank/CAMP	0.79%	10,000
Honeywell Intl Corp Note - Coupon Rate 1.350%	6/1/2025	20,000	20,457	US Bank/CAMP	0.91%	20,360
JPMorgan Chase & Co Corp Note - Coupon Rate 0.824%	6/1/2025	25,000	24,936	US Bank/CAMP	0.82%	25,000
MUFG Bank LTD/NY Comm Paper - Coupon Rate 0.000%	10/8/2021	100,000	99,982	US Bank/CAMP	0.10%	99,972
Sumitomo Mitui Trust NY Comm Paper - Coupon Rate 0.000%	11/1/2021	285,000	284,916	US Bank/CAMP	0.17%	284,758
Corporate Notes		1,515,000	1,534,756			1,534,157
Barclays Bank PLC NY CD- Coupon Rate 0.290%	2/4/2022	190,000	190,089	US Bank/CAMP	0.29%	190,000
Certificate of Deposit		190,000	190,089			190,000
MBart 2018-1 A3 - Coupon Rate 3.030%	1/15/2023	7,976	8,009	US Bank/CAMP	3.03%	7,976
MBalt 2021-1 A3 - Coupon Rate 0.250%	1/16/2024	15,000	15,001	US Bank/CAMP	0.25%	14,998
BMWLT 2021-1 A3 - Coupon Rate 0.290%	1/25/2024	15,000	15,020	US Bank/CAMP	0.29%	15,000
FordL 2021-A A3 - Coupon Rate 0.260%	2/15/2024	25,000	25,005	US Bank/CAMP	0.26%	24,997
Carmx 2021-1 A2A- Coupon Rate 0.220%	2/15/2024	85,024	85,050	US Bank/CAMP	0.24%	84,970
GMALT 2021-1 A3 - Coupon Rate 0.260%	2/20/2024	30,000	30,010	US Bank/CAMP	0.26%	29,997
FordO 2019-C A3 - Coupon Rate 1.870%	3/15/2024	48,893	49,421	US Bank/CAMP	1.38%	49,571
Harot 2021-A A3 - Coupon Rate 0.270%	4/21/2025	25,000	24,989	US Bank/CAMP	0.27%	25,000
Fordo 2021-A A3 - Coupon Rate 0.300%	8/15/2025	30,000	30,000	US Bank/CAMP	0.30%	29,997
Harot 2021-2 A3 - Coupon Rate 0.330%	8/15/2025	40,000	39,976	US Bank/CAMP	0.33%	39,998
GMCar 2021-1 A3 - Coupon Rate 0.350%	10/16/2025	15,000	14,998	US Bank/CAMP	0.35%	14,998
Carmx 2021-1 A3 - Coupon Rate 0.340%	12/15/2025	15,000	14,982	US Bank/CAMP	0.34%	14,997
CAMP Money Market Fund	NA	NA	853,057	US Bank/CAMP	0.05%	853,057
Asset Based Securities & Money Market		351,893	1,205,518			1,205,556
Total Camp Investments		8,662,254	9,560,782			9,564,733
Operational & Non-Interest Bearing Accounts						
ETWD General Cash Account	NA	NA	1,594,578	Union Bank of Cal.	0.00%	1,594,578
ETWD Capital Facilities Reserve Account	NA	NA	2,895	Union Bank of Cal.	0.00%	2,895
ETWD Payroll Account	NA	NA	0	Union Bank of Cal.	0.00%	0
ETWD Petty Cash Account	NA	NA	700	Union Bank of Cal.	0.00%	700
Operational & Non-Interest Accts.			1,598,173			1,598,173
			\$18,442,477	Total Investments & Cash		\$18,446,429



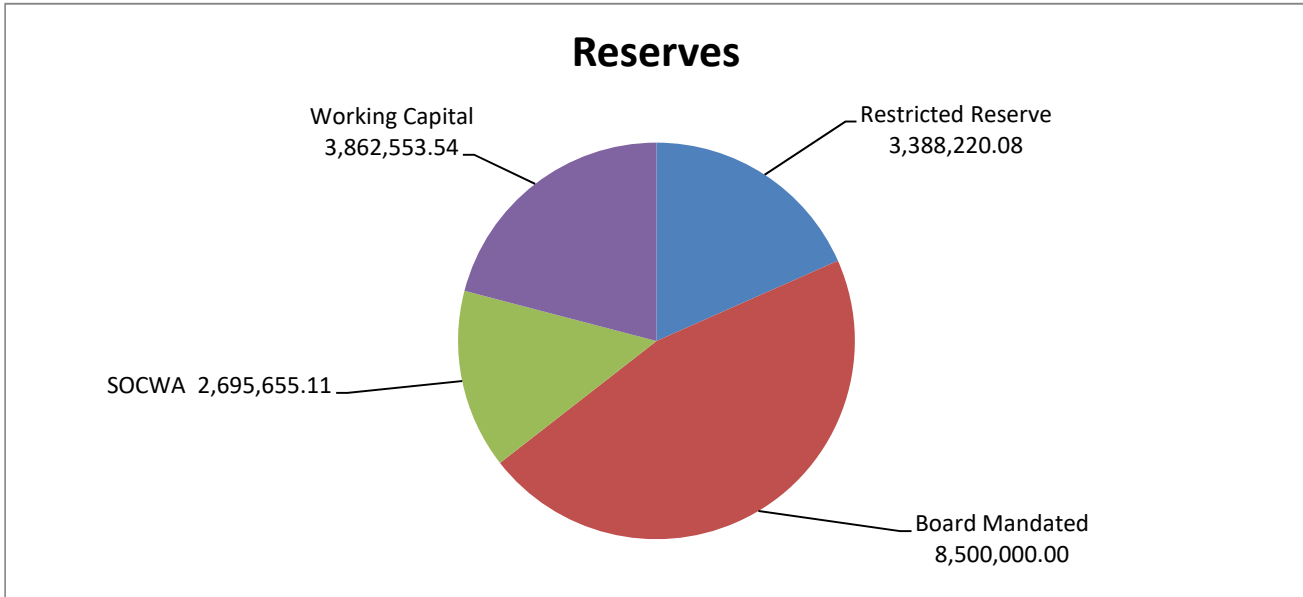
LIQUIDITY

	July 31, 2021		June 30, 2021	
	\$	%	\$	%
DEMAND	\$ 9,734,752	52.77%	\$ 12,245,220	61.74%
30 Days	\$ -	0.00%	\$ 208,880	1.05%
31-180 Days	\$ 385,273	2.09%	\$ 1,161,829	5.86%
181 - 360	\$ 698,223	3.79%	\$ 1,771,413	8.93%
361-1800 Days	\$ 7,628,181	41.35%	\$ 4,447,532	22.42%
TOTAL	\$ 18,446,429	100.00%	\$ 19,834,874	100.00%

* The portfolio is in compliance with the investment policy.

** PFM Investment Advisory Services (10bp on first \$25 mm, 8bp over)

**EL TORO WATER DISTRICT
RESERVE ANALYSIS
31-Jul-21**



Restricted Reserve	\$	3,388,220
Board Mandated	\$	8,500,000
SOCWA	\$	2,695,655
Capital Cash Flow / Compliance	\$	3,862,554
Total	\$	18,446,429

Restricted Reserve

SRFL-Recycled Phase I	\$	1,602,958
SRFL-Recycled Phase II	\$	409,046
Capital Facilities Reserve	\$	2,895
Tiered Cons Fund	\$	754,953
Baker Funding	\$	618,368
Total	\$	3,388,220

Board Mandated Minimum Reserve Levels

Capital Construction	\$	3,000,000
Rate Stabilization	\$	2,200,000
Operations	\$	1,300,000
Working Capital	\$	2,000,000
Total	\$	8,500,000

Six months operating expense requirement: \$12,800,791

Cash less restricted reserve on hand: \$15,058,209

ETWD has the ability to meet its expenditure requirements for the next six months.

EL TORO WATER DISTRICT CHANGE IN RESERVES

	<u>July 31, 2021</u>	<u>Year to Date</u>	<u>Year Ended June 30, 2021</u>
Operating Revenue	2,487,248	2,487,248	26,393,477
Non-operating Revenue	207,089	207,089	1,724,396
Total Revenue	<u>2,694,337</u>	<u>2,694,337</u>	<u>28,117,873</u>
Operating Expenses	1,949,745	1,949,745	22,725,135
Depreciation & Amortization	355,912	355,912	4,306,266
Non-operating Expenses	59,295	59,295	150,757
Total Expenses	<u>2,364,952</u>	<u>2,364,952</u>	<u>27,182,158</u>
NET INCOME	329,385	329,385	935,715
Add Depreciation & Amortization	355,912	355,912	4,072,824
Net Cash Provided by Operating Activities	(2,207,051)	(2,207,051)	(2,926,654)
Net Cash Provided by Investing Activities	(85,718)	(85,718)	(2,593,027)
Net Cash Provided by Financing Activities	-	-	-
Net Increase/(Decrease) Cash for the Period	<u>(1,607,471)</u>	<u>(1,607,471)</u>	<u>(511,142)</u>
Cash at End of Period from Balance Sheet		8,554,834	
Restricted Cash		9,888,220	
Unrealized (Gains)/Losses Fair Market Value		<u>(604)</u>	
Cash at End of Period		18,442,450	
Net (Increase)/Decrease Cash for the Period		1,607,471	
Net (Increase)/Decrease in Restricted Cash for the Period		(100,863)	
Net Increase/(Decrease) in Unrealized Gains/(Losses) Fair Market Value		-	
Void Checks in Prior Period			
Cash at Beginning of Period		<u>19,949,058</u>	

EL TORO WATER DISTRICT
Cash Sheet
For the month ending July 31, 2021

CHECK NUMBER	PAYMENT DATE	VENDOR NAME	PAYMENT AMOUNT
90787	07/08/2021	MUNICIPAL WATER DISTRICT OF ORANGE CO.	817,916.18
90802	07/08/2021	STATE WATER RESOURCES CONTROL BOARD	304,144.95
90800	07/08/2021	SOUTH ORANGE COUNTY WASTEWATER AUTHORITY	262,354.00
90887	07/29/2021	IRVINE RANCH WATER DISTRICT	183,098.60
90836	07/15/2021	SO. CALIFORNIA EDISON CO.	175,099.99
90899	07/29/2021	SO. CALIFORNIA EDISON CO.	133,567.22
90874	07/29/2021	ACWA HEALTH BENEFITS AUTHORITY	129,007.07
90809	07/08/2021	MUNICIPAL WATER DISTRICT OF ORANGE CO.	123,968.00
90904	07/29/2021	STATE WATER RESOURCES CONTROL BOARD	104,901.13
90810	07/15/2021	ACWA/JOINT POWERS INS. AUTH	86,689.09
90822	07/15/2021	J.R. FILANC CONSTRUCTION CO., INC.	84,608.93
90891	07/29/2021	MOULTON NIGUEL WATER DISTRICT	67,197.34
90786	07/08/2021	MOULTON NIGUEL WATER DISTRICT	53,985.60
TOTAL CHECKS OVER \$50,000			\$ 2,526,538.10
TOTAL CHECKS IN REGISTER			\$ 3,026,458.84

DEBIT TRANSFERS

07/02/2021	PAYROLL DIRECT DEPOSIT	153,448.00	
07/02/2021	FEDERAL DEPOSIT LIABILITY	35,478.53	
07/02/2021	SDI & STATE TAX	13,702.60	
07/02/2021	WAGE GARNISHMENTS	585.00	
07/02/2021	PRUDENTIAL (401K)	58,569.55	
07/02/2021	PRUDENTIAL (457)	18,000.92	
07/15/2021	PAYROLL BOARD OF DIRECTOR	6,277.12	
07/15/2021	SS, MEDICARE, SDI & STATE TAX	1,978.20	
07/15/2021	PRUDENTIAL (457)	2,767.06	
07/16/2021	PAYROLL DIRECT DEPOSIT	145,561.58	
07/16/2021	FEDERAL DEPOSIT LIABILITY	33,307.61	
07/16/2021	SDI & STATE TAX	12,780.99	
07/16/2021	WAGE GARNISHMENTS	585.00	
07/16/2021	PRUDENTIAL (401K)	55,412.38	
07/16/2021	PRUDENTIAL (457)	17,168.61	
07/30/2021	PAYROLL DIRECT DEPOSIT	148,610.77	
07/30/2021	FEDERAL DEPOSIT LIABILITY	34,606.34	
07/30/2021	SDI & STATE TAX	13,426.08	
07/30/2021	PRUDENTIAL (401K)	57,911.61	
07/30/2021	PRUDENTIAL (457)	18,322.51	
07/31/2021	ADP AND BANK FEES	6,112.29	
TOTAL INTERBANK WIRES / DEBIT TRANSFERS			\$ 834,612.75
TOTAL DISBURSEMENTS			\$ 3,861,071.59

REIMBURSEMENTS TO ETWD EMPLOYEES

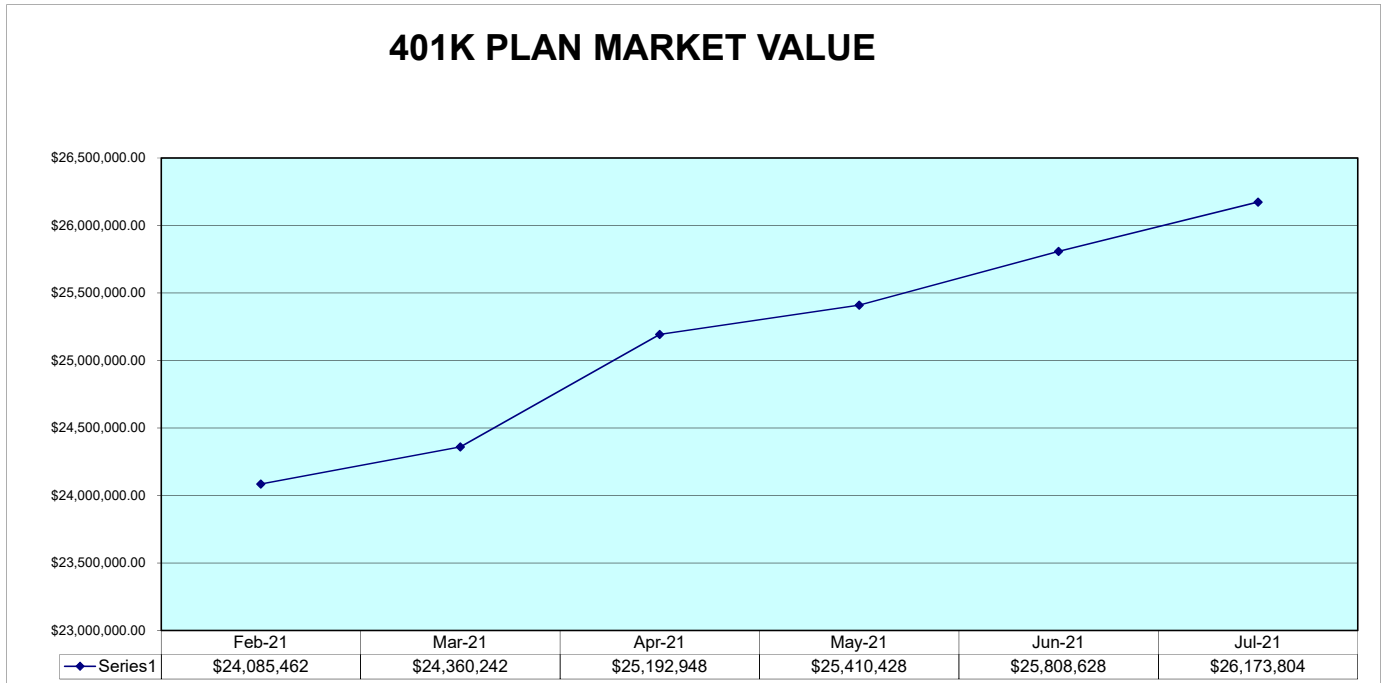
CHECK NUMBER	PAYMENT DATE	PAYEE (DESCRIPTION)	PAYMENT AMOUNT
90878	06/24/2021	CHRIS GOODCHILD (Membership & Certification)	298.00
90744	06/24/2021	ERIC NGUYEN (Membership)	192.00
90910	06/24/2021	WILLIAM WESSON (Workboots)	161.00
90848	06/24/2021	CHRIS GOODCHILD (Workboots)	159.46
90827	06/24/2021	NICHOLAS CARRERA (Test)	75.00
TOTAL CHECKS TO EMPLOYEES			\$ 885.46

REINBURSEMENTS TO ETWD DIRECTORS

CHECK NUMBER	PAYMENT DATE	PAYEE (DESCRIPTION)	PAYMENT AMOUNT
No Activity			
TOTAL CHECKS TO DIRECTORS			\$ -

**EL TORO WATER DISTRICT
401K PLAN SUMMARY**

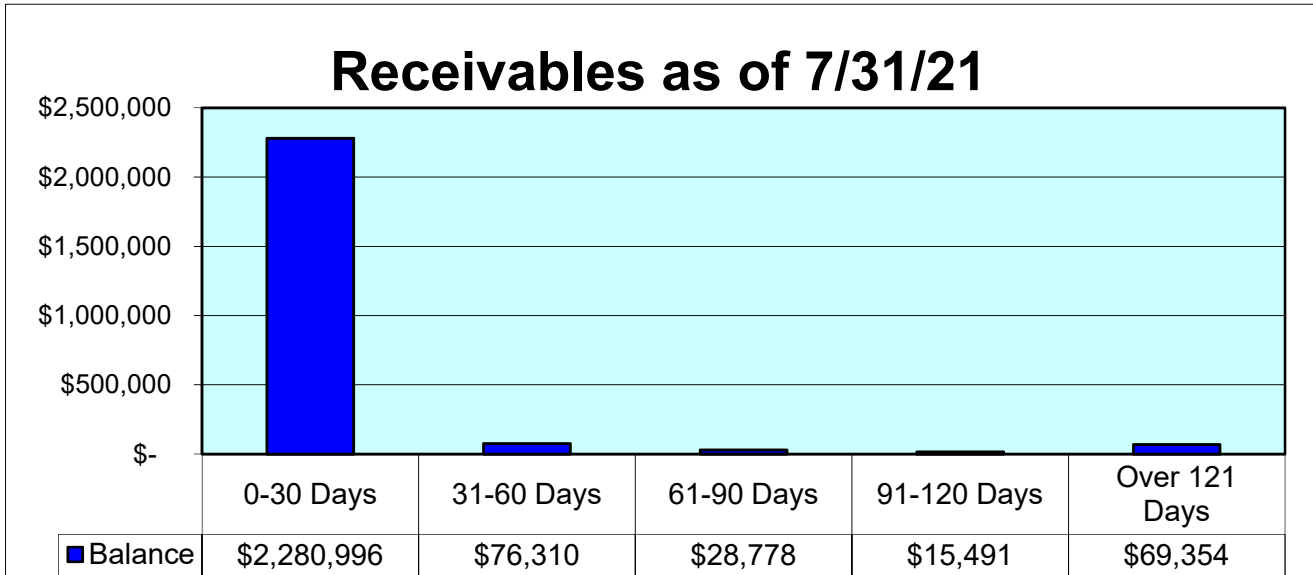
401K PLAN MARKET VALUE



MARKET VALUE SUMMARY							
	Growth Under 40 yrs. Old	Capital Appreciation 40 to 44 yrs. Old	Balanced 45 to 49 yrs. Old	Balanced Income 50 to 54 yrs. Old	Income & Growth 55 to 59 yrs. Old	Income 60 to 64 yrs. Old	Capital Pres. Port Over 65 yrs. Old
Balance at June 30, 2021	\$ 2,516,132.58	\$931,857.47	\$871,612.09	\$6,330,364.56	\$8,272,782.08	\$5,493,756.18	\$1,392,123.44
Contributions	34,473.40	11,581.40	16,110.66	15,258.81	33,520.10	36,101.63	17,107.42
Withdrawals	0.00	0.00	0.00	0.00	0.00	0.00	(16,208.99)
Transfers	(745,997.45)	644,927.49	101,069.96	(2,550,556.21)	789,398.55	1,375,194.76	385,962.90
Interest, dividends and appreciation net of fees and charges	15,331.39	12,408.45	8,215.34	33,156.22	80,005.88	54,335.39	13,778.91
Balance at July 31, 2021	\$ 1,819,939.92	\$1,600,774.81	\$997,008.05	\$3,828,223.38	\$9,175,706.61	\$6,959,387.96	\$1,792,763.68
Average return YTD July 31, 2021	0.61%	1.33%	0.94%	0.52%	0.97%	0.99%	0.99%

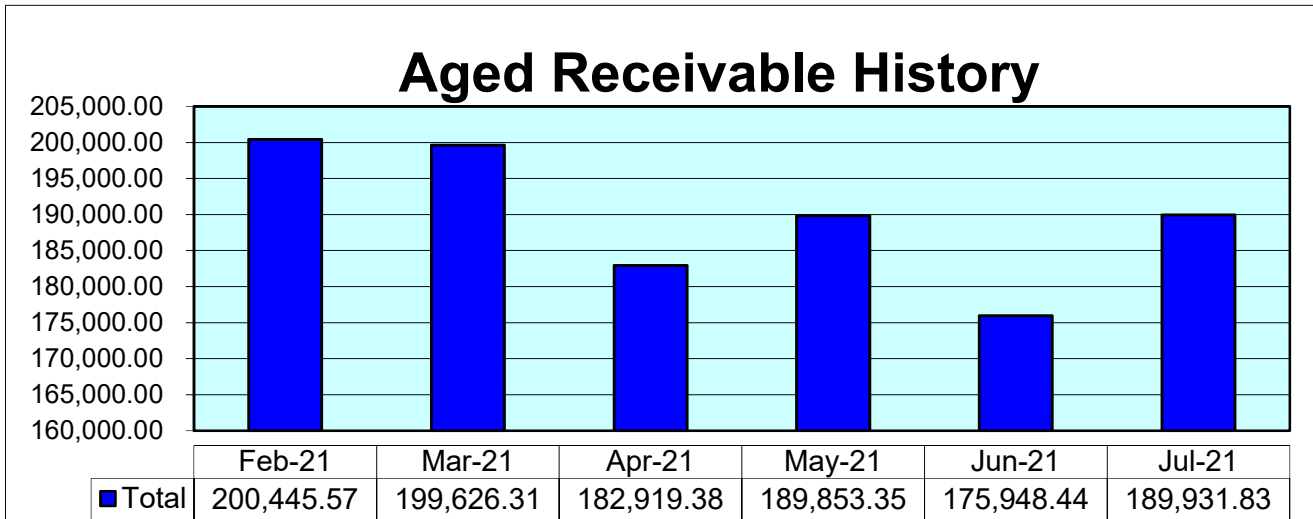
Average return is calculated by dividing the interest, dividends and appreciation, net of fees by beginning fiscal year fund balance.

RECEIVABLES AGEING



	0-30 Days	31-60 Days	61-90 Days	91-120 Days	Over 121 Days
Jul-20	1,308,166	89,674	20,626	11,947	29,753

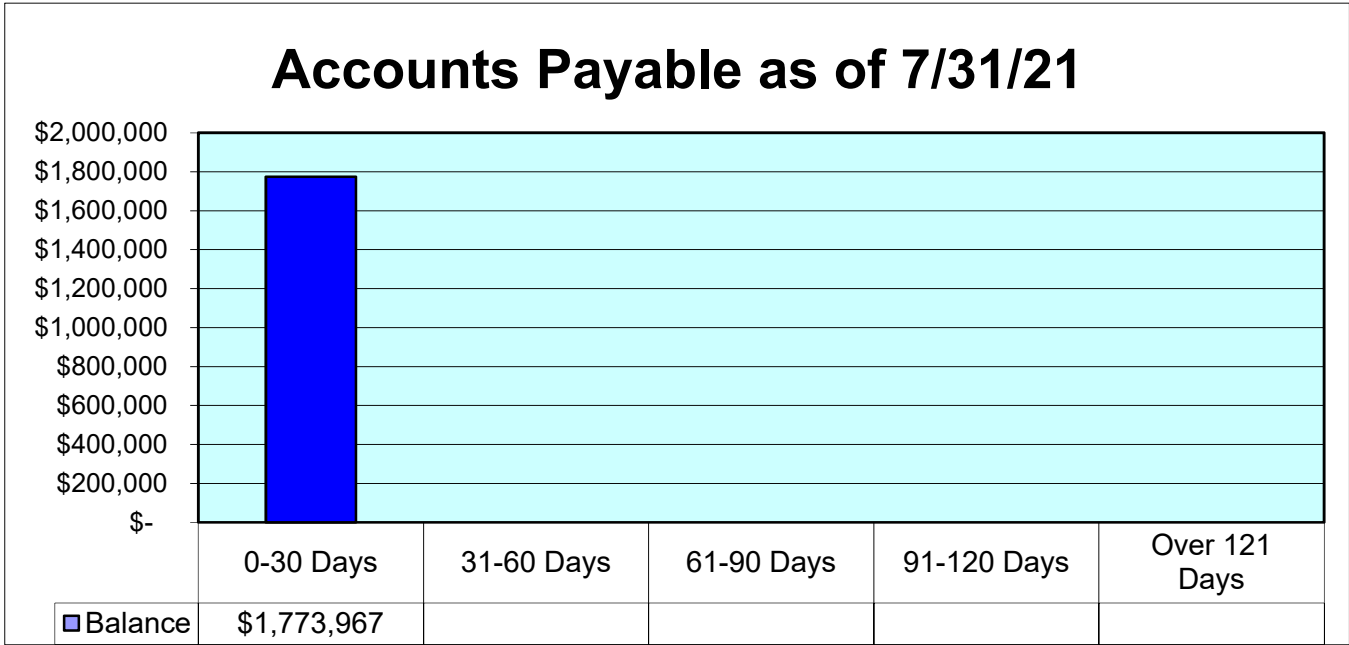
Bad Debts Year to Date: 1,199.49



Total receivables greater than 30 Days

	31-60 Days	61-90 Days	91-120 Days	Over 121 Days	Total
Feb-21	103,027.37	24,673.85	10,638.88	61,286.21	200,445.57
Mar-21	89,008.45	28,620.10	17,470.84	65,388.13	199,626.31
Apr-21	74,004.52	26,830.40	16,267.66	65,816.80	182,919.38
May-21	84,696.77	24,630.82	15,028.52	65,497.24	189,853.35
Jun-21	72,550.13	26,112.09	14,393.41	62,892.81	175,948.44
Jul-21	76,309.78	28,777.71	15,490.65	69,353.69	189,931.83

PAYABLES AGEING



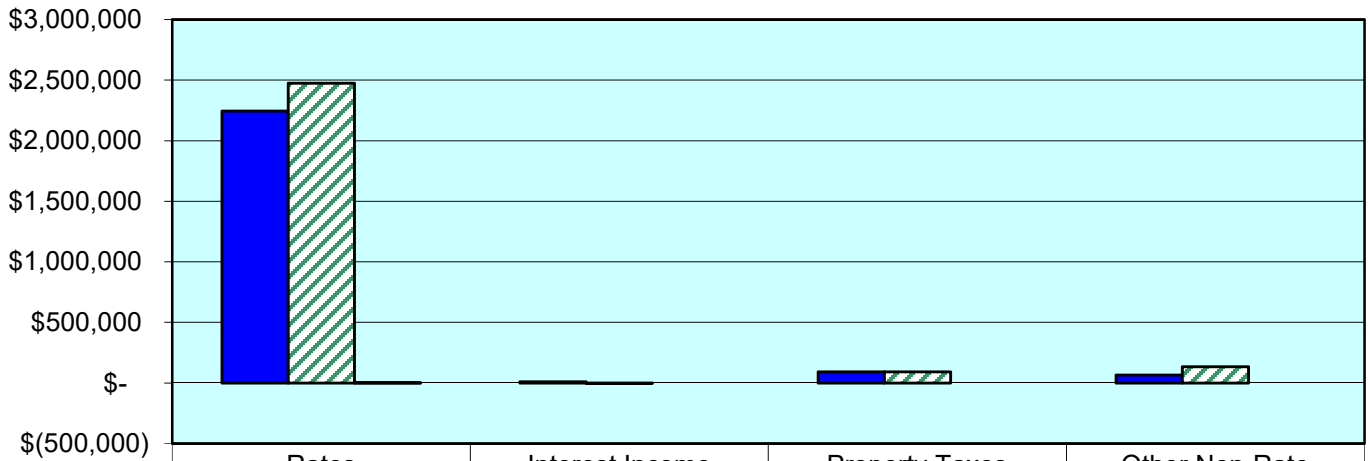
Year to Date Discounts Taken: \$591

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EI Toro Water District
Income Statement
July 2021

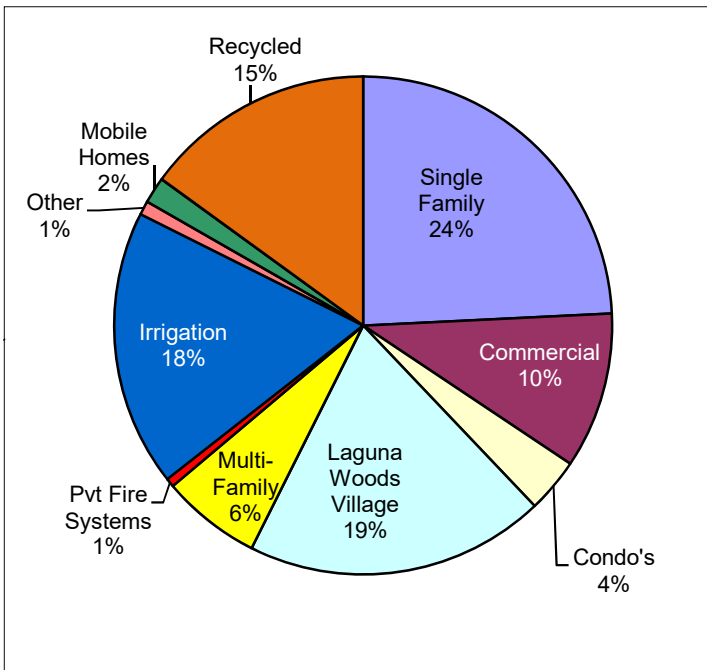
	<u>Jul 21</u>	<u>Budget</u>	<u>% of Budget</u>	<u>Jul 20</u>	<u>Jul 21</u>	<u>YTD Budget</u>	<u>% of Budget</u>	<u>Annual Budget</u>
Income								
4600 · Water Service Charge	322,089.11	352,427.49	91.39%	305,591.39	322,089.11	352,427.49	91.39%	4,229,130.00
4700 · Sanitary Service	656,879.58	686,461.43	95.69%	640,333.53	656,879.58	686,461.43	95.69%	8,237,537.00
4722 · Recycled Water Tertiary Sales	271,349.13	150,935.17	179.78%	249,345.19	271,349.13	150,935.17	179.78%	1,811,222.00
4724 · Service Charge - Recycled Water	27,696.04	32,325.00	85.68%	21,840.42	27,696.04	32,325.00	85.68%	387,900.00
4750 · Capital Facilities Charge	250,710.56	252,122.00	99.44%	250,722.21	250,710.56	252,122.00	99.44%	3,025,468.00
4800 · Commodity Charge	945,448.89	770,280.00	122.74%	997,986.34	945,448.89	770,280.00	122.74%	9,243,364.00
4950 · Other Operating Income	2,075.10	4,583.00	45.28%	980.00	2,075.10	4,583.00	45.28%	55,000.00
4960 · Other Income	120,609.36	48,467.00	248.85%	18,570.75	120,609.36	48,467.00	248.85%	581,625.00
4967 · SMWD	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00
4970 · Charges for Service/Facilities	11,000.00	11,123.00	98.89%	11,000.00	11,000.00	11,123.00	98.89%	133,500.00
4980 · Investment Income	-4,353.96	8,333.00	-52.25%	9,968.21	-4,353.96	8,333.00	-52.25%	100,000.00
4990 · Property Taxes	90,833.33	90,832.00	100.0%	87,791.67	90,833.33	90,832.00	100.0%	1,090,000.00
Total Income	2,694,337.14	2,407,889.09	111.9%	2,594,129.71	2,694,337.14	2,407,889.09	111.9%	28,894,746.00
Gross Profit	2,694,337.14	2,407,889.09	111.9%	2,594,129.71	2,694,337.14	2,407,889.09	111.9%	28,894,746.00
Expense								
5100 · Personnel Cost	708,325.98	752,722.00	94.1%	712,767.35	708,325.98	752,722.00	94.1%	9,032,900.00
5405 · Water Purchases	762,874.72	677,626.33	112.58%	779,977.61	762,874.72	677,626.33	112.58%	8,131,516.73
5410 · Electrical Power	151,434.76	104,216.41	145.31%	149,134.85	151,434.76	104,216.41	145.31%	1,250,600.00
5415 · Repair Parts & Materials	50,475.49	34,308.81	147.12%	21,399.54	50,475.49	34,308.81	147.12%	411,700.00
5420 · Equipment Maintenance & Repair	13,276.41	8,283.15	160.28%	12,752.23	13,276.41	8,283.15	160.28%	99,400.00
5425 · Pump Maintenance & Repair	0.00	6,958.26	0.0%	14,180.25	0.00	6,958.26	0.0%	83,500.00
5430 · Motor Maintenance & Repair	0.00	3,374.89	0.0%	0.00	0.00	3,374.89	0.0%	40,500.00
5440 · Electrical/Contl Maint & Repair	2,874.55	7,641.85	37.62%	677.40	2,874.55	7,641.85	37.62%	91,700.00
5445 · Meter Maintenance & Repair	0.00	833.26	0.0%	1,672.52	0.00	833.26	0.0%	10,000.00
5455 · Chemicals	16,239.06	19,250.11	84.36%	21,533.21	16,239.06	19,250.11	84.36%	231,000.00
5460 · Structure Maint & Repair	180.00	1,862.17	9.67%	2,001.00	180.00	1,862.17	9.67%	22,350.00
5465 · Asphalt Maintenance & Repair	0.00	6,416.52	0.0%	0.00	0.00	6,416.52	0.0%	77,000.00
5470 · Consultants	0.00	5,125.00	0.0%	0.00	0.00	5,125.00	0.0%	61,500.00
5475 · Contractors	88,914.22	101,525.33	87.58%	115,923.12	88,914.22	101,525.33	87.58%	1,218,300.00
5480 · Engineers	566.00	5,333.37	10.61%	1,528.84	566.00	5,333.37	10.61%	64,000.00
5482 · Dump Fees	0.00	1,500.00	0.0%	0.00	0.00	1,500.00	0.0%	18,000.00
5485 · Laboratory	305.44	2,775.00	11.01%	4,199.68	305.44	2,775.00	11.01%	33,300.00
5490 · License & Permits	866.67	15,116.52	5.73%	1,250.01	866.67	15,116.52	5.73%	181,400.00
5495 · Gas & Oil	9,360.46	8,500.00	110.12%	7,433.79	9,360.46	8,500.00	110.12%	102,000.00
5500 · Equipment Rental	475.91	1,616.63	29.44%	283.47	475.91	1,616.63	29.44%	19,400.00
5505 · Landscaping	4,747.14	13,683.26	34.69%	4,608.88	4,747.14	13,683.26	34.69%	164,200.00
5510 · Small Tools & Equipment	1,862.94	6,116.41	30.46%	2,684.25	1,862.94	6,116.41	30.46%	73,400.00
5515 · Security	0.00	1,599.89	0.0%	1,599.38	0.00	1,599.89	0.0%	19,200.00
5520 · Operating Supplies	2,798.56	4,933.37	56.73%	13,312.44	2,798.56	4,933.37	56.73%	59,200.00
5525 · Safety Equipment	0.00	3,458.48	0.0%	5,417.29	0.00	3,458.48	0.0%	41,500.00
5530 · Temporary Help	0.00	1,458.37	0.0%	0.00	0.00	1,458.37	0.0%	17,500.00
5535 · Other Employee Cost	13,736.94	11,333.37	121.21%	25,667.30	13,736.94	11,333.37	121.21%	136,000.00
5540 · Depreciation	355,342.00	362,500.00	98.03%	358,285.00	355,342.00	362,500.00	98.03%	4,350,000.00
5545 · Insurance	30,439.53	27,608.37	110.26%	25,347.09	30,439.53	27,608.37	110.26%	331,300.00
5548 · Retiree Medical Insurance	23,382.20	27,083.37	86.33%	21,941.30	23,382.20	27,083.37	86.33%	325,000.00
5555 · Advertising & Publicity	0.00	166.63	0.0%	0.00	0.00	166.63	0.0%	2,000.00
5560 · Amortization	570.49	575.00	99.22%	570.49	570.49	575.00	99.22%	6,900.00
5570 · Annual Event	0.00	500.00	0.0%	0.00	0.00	500.00	0.0%	6,000.00
5575 · Audit	0.00	2,141.63	0.0%	0.00	0.00	2,141.63	0.0%	25,700.00
5580 · Bad Debts	1,199.49	1,666.63	71.97%	0.00	1,199.49	1,666.63	71.97%	20,000.00
5585 · Bank Charges	6,112.29	5,916.63	103.31%	4,715.62	6,112.29	5,916.63	103.31%	71,000.00
5590 · Data Processing Supply & Access	309.46	2,500.11	12.38%	4,408.31	309.46	2,500.11	12.38%	30,000.00
5595 · Data Processing Equipment	1,372.84	2,916.85	47.07%	0.00	1,372.84	2,916.85	47.07%	35,000.00
5600 · Data Processing Consultants	1,341.00	5,000.00	26.82%	1,800.00	1,341.00	5,000.00	26.82%	60,000.00
5605 · Directors Fees	10,731.00	10,583.37	101.4%	10,731.00	10,731.00	10,583.37	101.4%	127,000.00
5610 · Dues & Memberships	6,951.01	7,266.63	95.66%	6,309.26	6,951.01	7,266.63	95.66%	87,200.00
5615 · Education & Training	356.00	1,300.00	27.39%	1,051.85	356.00	1,300.00	27.39%	15,600.00
5620 · Election Expense	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%	0.00
5625 · Employee Service Awards	346.96	316.63	109.58%	0.00	346.96	316.63	109.58%	3,800.00
5630 · Software Maintenance & Licenses	3,917.01	15,416.63	25.41%	5,717.69	3,917.01	15,416.63	25.41%	185,000.00
5640 · Interest Expense	59,294.54	59,833.37	99.1%	63,054.00	59,294.54	59,833.37	99.1%	718,000.00
5645 · Janitorial	6,724.75	3,750.00	179.33%	6,624.75	6,724.75	3,750.00	179.33%	45,000.00
5650 · Legal	5,920.87	8,791.74	67.35%	10,308.13	5,920.87	8,791.74	67.35%	105,500.00
5655 · Meets, Conventions & Travel	3,891.57	2,416.63	161.03%	251.36	3,891.57	2,416.63	161.03%	29,000.00
5657 · Meets, Con & Travel - Directors	609.45	3,658.59	16.66%	0.00	609.45	3,658.59	16.66%	43,900.00
5660 · Office Supplies	1,431.32	1,650.00	86.75%	1,414.46	1,431.32	1,650.00	86.75%	19,800.00
5670 · Postage	3,176.20	1,716.63	185.03%	124.00	3,176.20	1,716.63	185.03%	20,600.00
5675 · Printing & Reproduction	0.00	1,550.00	0.0%	0.00	0.00	1,550.00	0.0%	18,600.00
5680 · Property Tax	0.00	425.00	0.0%	0.00	0.00	425.00	0.0%	5,100.00
5685 · Public Education & Outreach	2,401.93	19,683.37	12.2%	4,022.87	2,401.93	19,683.37	12.2%	236,200.00
5690 · Publications & Subscriptions	0.00	125.00	0.0%	0.00	0.00	125.00	0.0%	1,500.00
5695 · Communications	9,161.73	9,475.11	96.69%	6,346.49	9,161.73	9,475.11	96.69%	113,700.00
5700 · Utilities	653.04	2,150.00	30.37%	772.93	653.04	2,150.00	30.37%	25,800.00
Total Expense	2,364,951.93	2,396,252.68	98.69%	2,433,801.01	2,364,951.93	2,396,252.68	98.69%	28,755,266.73
Net Income								
	329,385.21	11,636.41	2,830.64%	160,328.70	329,385.21	11,636.41	2,830.64%	139,479.27

EL TORO WATER DISTRICT REVENUES FROM WATER & WASTE WATER SALES AS OF 7/31/21

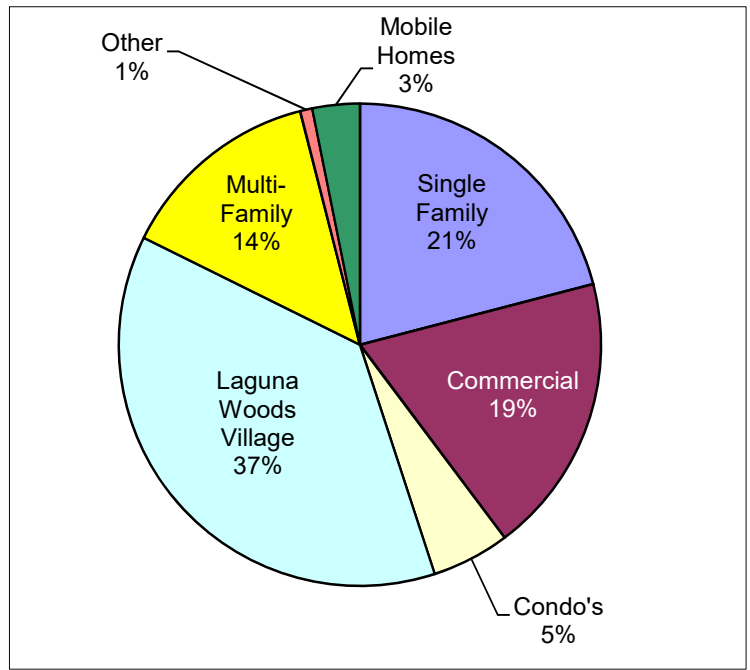
Where the Money Comes From



	Rates	Interest Income	Property Taxes	Other Non-Rate
■ Budget YTD	\$2,244,551	\$8,333	\$90,832	\$64,173
■ Actual YTD	\$2,474,173	\$(4,354)	\$90,833	\$133,684
□ % of Total	91.83%	-0.16%	3.37%	4.96%



WATER REVENUE YTD 2021/2022



WASTE WATER REVENUE YTD 2021/2022

**EL TORO WATER DISTRICT
REVENUE COMPARISON
For the Month Ended July 31, 2021**

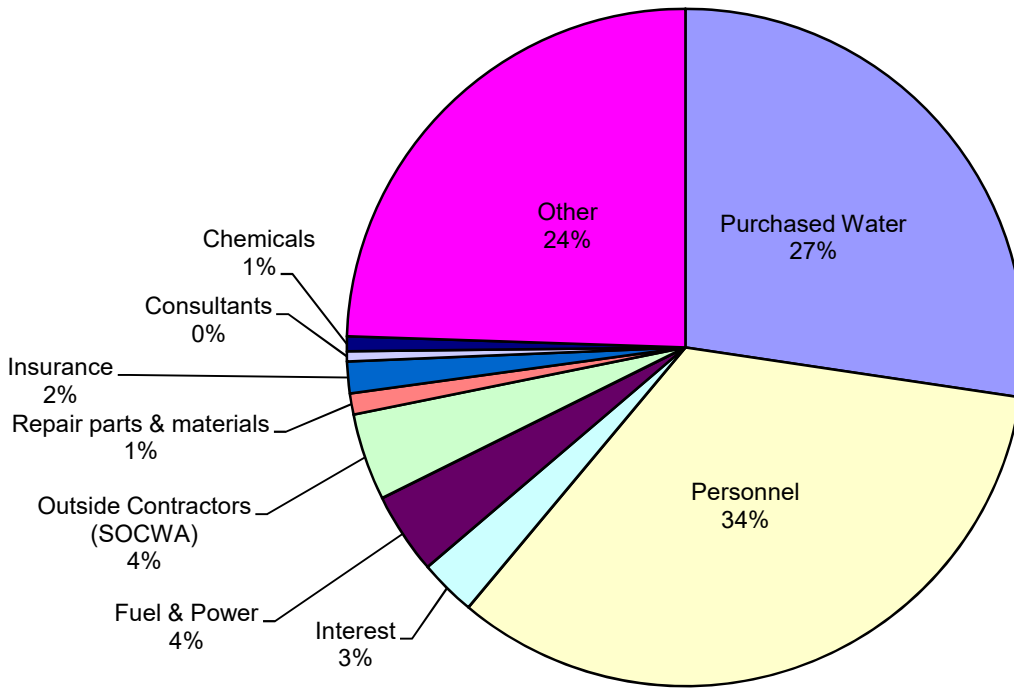
	ACTUAL	CURRENT MONTH BUDGET	VARIANCE DOLLARS	% +/-	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	VARIANCE DOLLARS	% +/-	BUDGET	REMAINING BUDGET
<u>From Rates</u>										
Capital Facilities Charge	\$ 250,711	\$ 252,122	\$ (1,411)	-1%	\$ 250,711	\$ 252,122	\$ (1,411)	-1%	\$ 3,025,468	\$ 2,774,757
Water sales - Commodity	945,449	770,280	175,169	23%	945,449	770,280	175,169	23%	9,243,364	8,297,915
Water sales - Fixed Meter	322,089	352,427	(30,338)	-9%	322,089	352,427	(30,338)	-9%	4,229,130	3,907,041
Waste water sales	656,880	686,461	(29,582)	-4%	656,880	686,461	(29,582)	-4%	8,237,537	7,580,657
Recycled water tertiary sales	271,349	150,935	120,414	80%	271,349	150,935	120,414	80%	1,811,222	1,539,873
Service charge - Recycled water	27,696	32,325	(4,629)	-14%	27,696	32,325	(4,629)	-14%	387,900	360,204
TOTAL FROM RATES	2,474,173	2,244,551	229,622	10%	2,474,173	2,244,551	229,622	10%	26,934,621	24,460,448
<u>Non-rate Revenue</u>										
Admin fee	2,060	1,600	460	29%	2,060	1,600	460	29%	19,200	17,140
48 Hour notice fee	-	2,451	(2,451)	-100%	-	2,451	(2,451)	-100%	29,416.44	29,416
Restoration fee	-	370	(370)	-100%	-	370	(370)	-100%	4,440	4,440
Unpaid check fee	15	150	(135)	-90%	15	150	(135)	-90%	1,800	1,785
Cut lock fee	-	12	(12)	-100%	-	12	(12)	-100%	144	144
TOTAL NON-RATE	2,075	4,583	(2,508)	-55%	2,075	4,583	(2,508)	-55%	55,000	52,925
<u>Other Revenue</u>										
Investment Income	(4,354)	8,333	(12,687)	-152%	(4,354)	8,333	(12,687)	-152%	100,000	104,354
Property taxes	90,833	90,832	1	0%	90,833	90,832	1	0%	1,090,000	999,167
Other	120,609	48,467	72,141	149%	120,609	48,467	72,142	149%	581,625	461,016
TOTAL OTHER REVENUE	207,089	147,632	59,457	40%	207,089	147,632	59,457	40%	1,771,625	1,564,536
<u>Contract Service</u>										
Santa Margarita W. D.	-	-	-	0%	-	-	-	0%	0	0
Moulton Niguel W. D.	11,000	11,123	(123)	-1%	11,000	11,123	(123)	-1%	133,500	122,500
TOTAL CONTRACT SERVICES	11,000	11,123	(123)	-1%	11,000	11,123	(123)	-1%	133,500	122,500
TOTAL REVENUE	\$ 2,694,337	\$ 2,407,889	\$ 286,448	12%	\$ 2,694,337	\$ 2,407,889	\$ 286,448	12%	\$ 28,894,746	\$ 26,200,409

**EL TORO WATER DISTRICT
NON-RATE REVENUE ANALYSIS
FOR THE MONTH ENDING July 31, 2021**

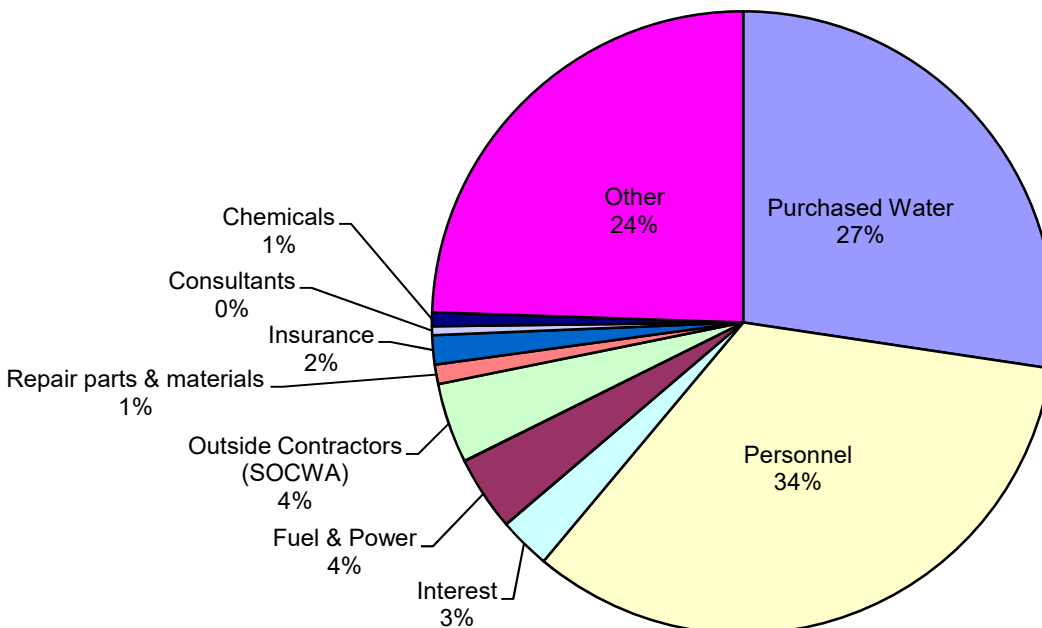
	Jul-21 Actual	Jul-21 Budget	Jul 21- Jul 21 YTD Actual	Jul 21- Jul 21 YTD Budget
Site Leases	13,699	19,583	13,699	19,583
MWD Recycled Water LRP Rebate	106,320	27,219	106,320	27,219
JPIA Refund	-	-	-	-
SOCWA Refund	-	-	-	-
Recycled Metal	-	-	-	-
Diesel Fuel Tax Refund	-	-	-	-
Sale of District Trucks	-	-	-	-
Purchase Discounts Taken	591	-	591	-
Misc Work for Customers	-	1,667	-	1,667
	<u>\$ 120,609</u>	<u>\$ 48,469</u>	<u>\$ 120,609</u>	<u>\$ 48,469</u>
Other Operating Income				
Sales to Santa Margarita	-		-	
Sales to Moulton Niguel	-		-	
	<u>-</u>		<u>-</u>	
	<u>-</u>		<u>-</u>	
Total	<u><u>120,609</u></u>		<u><u>120,609</u></u>	

WHERE THE MONEY GOES

YTD EXPENSES AT 7/31/21



EXPENSES YEAR ENDING 6/30/21



EL TORO WATER DISTRICT
Expense Comparison
For the Month Ended July 31, 2021

	ACTUAL	CURRENT MONTH BUDGET	VARIANCE DOLLARS	% +/-	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	VARIANCE DOLLARS	% +/-	Annual BUDGET	REMAINING BUDGET
<u>Operating Expenses</u>										
Personnel cost	\$708,326	\$752,722	\$44,396	6%	\$708,326	\$752,722	\$44,396	6%	\$9,032,900	8,324,574
Purchased water	762,875	677,626	(85,248)	-13%	762,875	677,626	(85,248)	-13%	8,131,517	7,368,642
Electrical power	151,435	104,216	(47,218)	-45%	151,435	104,216	(47,218)	-45%	1,250,600	1,099,165
Repair parts & materials	50,475	34,309	(16,167)	-47%	50,475	34,309	(16,167)	-47%	411,700	361,225
Equipment repairs & maintenance	13,276	8,283	(4,993)	-60%	13,276	8,283	(4,993)	-60%	99,400	86,124
Pump repairs & maintenance	0	6,958	6,958	100%	0	6,958	6,958	100%	83,500	83,500
Motor repairs & maintenance	0	3,375	3,375	100%	0	3,375	3,375	100%	40,500	40,500
Electrical repairs & maintenance	2,875	7,642	4,767	62%	2,875	7,642	4,767	62%	91,700	88,825
Meter repairs & maintenance	0	833	833	100%	0	833	833	100%	10,000	10,000
Chemicals	16,239	19,250	3,011	16%	16,239	19,250	3,011	16%	231,000	214,761
Structure repairs & maintenance	180	1,862	1,682	90%	180	1,862	1,682	90%	22,350	22,170
Asphalt repairs & maintenance	0	6,417	6,417	100%	0	6,417	6,417	100%	77,000	77,000
Consultants - outside	-	5,125	5,125	100%	0	5,125	5,125	100%	61,500	61,500
Contractors - outside	88,914	101,525	12,611	12%	88,914	101,525	12,611	12%	1,218,300	1,129,386
Engineers - outside	566	5,333	4,767	89%	566	5,333	4,767	89%	64,000	63,434
Dump fees	-	1,500	1,500	100%	0	1,500	1,500	100%	18,000	18,000
Laboratories	305	2,775	2,470	89%	305	2,775	2,470	89%	33,300	32,995
License & permits	867	15,117	14,250	94%	867	15,117	14,250	94%	181,400	180,533
Automotive fuel & oil	9,360	8,500	(860)	-10%	9,360	8,500	(860)	-10%	102,000	92,640
Equipment rental	476	1,617	1,141	71%	476	1,617	1,141	71%	19,400	18,924
Landscaping	4,747	13,683	8,936	65%	4,747	13,683	8,936	65%	164,200	159,453
Small tools & equipment	1,863	6,116	4,253	70%	1,863	6,116	4,253	70%	73,400	71,537
Security	0	1,600	1,600	100%	-	1,600	1,600	100%	19,200	19,200
Operating supplies	2,799	4,933	2,135	43%	2,799	4,933	2,135	43%	59,200	56,401
Safety equipment	0	3,458	3,458	100%	0	3,458	3,458	100%	41,500	41,500
Temporary help	0	1,458	1,458	100%	0	1,458	1,458	100%	17,500	17,500
Other employee cost	13,737	11,333	(2,404)	-21%	13,737	11,333	(2,404)	-21%	136,000	122,263
Employee service awards	347	317	(30)	-10%	347	317	(30)	-10%	3,800	3,453
Education & training	356	1,300	944	73%	356	1,300	944	73%	15,600	15,244
Total Operating Expenses	1,830,018	1,809,185	(20,833)	-1%	1,830,018	1,809,185	(20,833)	-1%	21,710,467	19,880,449

EL TORO WATER DISTRICT
Expense Comparison
For the Month Ended July 31, 2021

	ACTUAL	CURRENT MONTH BUDGET	VARIANCE DOLLARS	% +/-	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	VARIANCE DOLLARS	% +/-	Annual BUDGET	REMAINING BUDGET
<u>Indirect Cost</u>										
Depreciation	355,342	362,500	7,158	2%	355,342	362,500	7,158	2%	4,350,000	3,994,658
Amortization	570	575	5	1%	570	575	5	1%	6,900	6,330
Insurance	30,440	27,608	(2,831)	-10%	30,440	27,608	(2,831)	-10%	331,300	300,860
Retiree Medical Insurance	23,382	27,083	3,701	14%	23,382	27,083	3,701	14%	325,000	301,618
Data processing supplies & assoc.	309	2,500	2,191	88%	309	2,500	2,191	88%	30,000	29,691
Data processing equipment	1,373	2,917	1,544	53%	1,373	2,917	1,544	53%	35,000	33,627
Data processing consultants	1,341	5,000	3,659	73%	1,341	5,000	3,659	73%	60,000	58,659
Software maintenance & licenses	3,917	15,417	11,500	75%	3,917	15,417	11,500	75%	185,000	181,083
Janitorial	6,725	3,750	(2,975)	-79%	6,725	3,750	(2,975)	-79%	45,000	38,275
Printing & reproduction	0	1,550	1,550	100%	0	1,550	1,550	100%	18,600	18,600
Publications & subscriptions	0	125	125	100%	0	125	125	100%	1,500	1,500
Communications - voice	984	1,333	349	26%	984	1,333	349	26%	16,000	15,016
Communications - data	5,436	5,058	(378)	-7%	5,436	5,058	(378)	-7%	60,700	55,264
Communications - mobile	2,742	3,083	342	11%	2,742	3,083	342	11%	37,000	34,258
Utilities	653	2,150	1,497	70%	653	2,150	1,497	70%	25,800	25,147
Total Indirect Cost	433,214	460,650	27,436	6%	433,214	460,650	27,436	6%	5,527,800	5,094,586
<u>Overhead Cost</u>										
Annual events	0	500	500	100%	0	500	500	100%	6,000	6,000
Audit	0	2,142	2,142	100%	-	2,142	2,142	100%	25,700	25,700
Bad debts	1,199	1,667	467	28%	1,199	1,667	467	28%	20,000	18,801
Bank charges	6,112	5,917	(196)	-3%	6,112	5,917	(196)	-3%	71,000	64,888
Directors fees	10,731	10,583	(148)	-1%	10,731	10,583	(148)	-1%	127,000	116,269
Dues & memberships	6,951	7,267	316	4%	6,951	7,267	316	4%	87,200	80,249
Election Expense	0	0	0	0%	0	0	0	0%	0	0
Interest	59,295	59,833	539	1%	59,295	59,833	539	1%	718,000	658,705
Legal	5,921	8,792	2,871	33%	5,921	8,792	2,871	33%	105,500	99,579
Meetings, conventions & travel	3,892	2,417	(1,475)	-61%	3,892	2,417	(1,475)	-61%	29,000	25,108
Meets, con & travel - Directors	609	3,659	3,049	83%	609	3,659	3,049	83%	43,900	43,291
Office supplies	1,431	1,650	219	13%	1,431	1,650	219	13%	19,800	18,369
Postage	3,176	1,717	(1,460)	-85%	3,176	1,717	(1,460)	-85%	20,600	17,424
Property taxes	-	425	425	100%	-	425	425	100%	5,100	5,100
Advertising & Publicity	0	167	167	100%	-	167	167	100%	2,000	2,000
Public education & outreach	2,402	19,683	17,281	88%	2,402	19,683	17,281	88%	236,200	233,798
Total Overhead Cost	101,720	126,417	24,697	20%	101,720	126,417	24,697	20%	1,517,000	1,415,280
TOTAL EXPENSES	\$2,364,952	\$2,396,253	\$31,301	1%	\$2,364,952	\$2,396,253	\$31,301	1%	\$28,755,267	\$26,390,315

MINUTES OF THE REGULAR MEETING
& OF THE
ENGINEERING COMMITTEE MEETING

July 19, 2021

At approximately 8:40 a.m. Director Vergara called the Engineering Committee meeting to order.

Committee Members MIKE GASKINS, KATHRYN FRESHLEY, JOSE VERGARA, MARK MONIN, and KAY HAVENS participated.

Also participating were DENNIS P. CAFFERTY, General Manager, JUDY CIMORELL, Human Resources Manager, JASON HAYDEN, CFO, GILBERT J. GRANITO, General Counsel, SCOTT HOPKINS, Operations Superintendent, JOSH PEREZ, SCADA Supervisor, and POLLY WELSCH, Recording Secretary.

Consent Calendar

Director Vergara asked for a Motion.

Motion: Vice President Freshley made a Motion, seconded by Director Monin and unanimously carried across the Board to approve the June 21, 2021 Engineering Committee meeting minutes.

Roll Call Vote:

Director Havens	aye
Vice President Freshley	aye
Director Vergara	aye
President Gaskins	aye
Director Monin	aye

Engineering Action Items

WRP Electrical Power Breakers Replacement Project

Mr. Cafferty stated that the electrical system at the Plant is provided through a 3000 amp main circuit breaker. He further stated that it is then divided into two halves going through two 1600 amp breakers.

Mr. Cafferty stated that all 3 breakers were installed in the late 1990's and have come to the end of their useful life. He further stated that staff worked with Schneider Electric Group which tried to do some maintenance to extend the useful life of the breakers, but they are failing and need to be replaced.

Mr. Cafferty stated that staff received 3 proposals, and staff is recommending a contract with Royal Wholesale Electric in the amount of \$134,491.40 for the WRP Main Electrical Power Breakers.

Director Havens asked when they do the power shutoff, does it affect our breakers at all. Mr. Perez replied no.

Director Havens asked when the project will be completed. Mr. Perez replied 2 months after the purchase order is issued.

Director Vergara asked for a Motion.

Motion: Director Monin made a Motion, seconded by Vice President Freshley and unanimously carried across the Board to authorize the District's General Manager to enter into a contract with Royal Wholesale Electric in the amount of \$134,491.40 for the WRP Main Electrical Power Breakers Replacement Project.

Roll Call Vote:

Director Havens	aye
Director Vergara	aye
Director Monin	aye
Vice President Freshley	aye
President Gaskins	aye

At approximately 8:30 a.m. Mr. Perez left the meeting Oso Lift Station

Improvement Project Change Orders

Mr. Cafferty stated that there were a series of smaller dollar value items that were incorporated in Change Orders 2 & 3 which fell within the General Manager's authority to approve. He further stated that there are now additional items that, when added to the amounts approved in Change Orders 2 & 3, will result in an amount which requires Board approval.

Mr. Cafferty stated that staff is asking to ratify Change Orders 2 & 3 and approve Change Order 4. He further stated that we are scheduled to cut over to the new pump station on July 28th.

Director Vergara asked for a Motion.

Motion: President Gaskins made a Motion, seconded by Vice President Freshley and unanimously carried across the Board to authorize the District's General Manager to issue Construction Change Order 4 to the existing contract with Filanc Construction in the amount of \$19,070.65 for the construction of the Oso Lift Station Improvement Project and ratify the approval of Change Order No. 2 in the amount of \$15,289.00, and Change Order No. 3 in the amount of \$27,075.86.

Roll Call Vote:

Director Havens	aye
Director Vergara	aye
Director Monin	aye
Vice President Freshley	aye
President Gaskins	aye

Engineering General Information Items

There were no comments.

ETWD Capital Project Status Report

Phase II Recycled Water Distribution System Expansion Project

Mr. Cafferty stated that all on-site meters have been converted and currently in service delivering recycled water. He further stated that the contractor is completing final site retrofit tasks including installation of signage and hose bib vacuum breakers.

Oso Lift Station Improvement Project

Mr. Cafferty stated that completion is anticipated to be in October. He further stated that we are nearly complete in finalizing the property transaction.

Filter Plant Building/WEROC EOC

Mr. Cafferty stated that we will be issuing an RFP soon and expecting proposals back in August, and recommended contract award in October. He further stated that we will work on a design for the buildings.

R-6 Reservoir Cover Replacement & Improvement Project

Mr. Cafferty stated that design is in progress and discussions regarding the material selection for the cover are planned soon.

Director Vergara asked if MNWD is involved in the decision on the cover. Mr. Cafferty replied yes they will be involved.

Main Office HVAC Replacement and Improvement Project

Mr. Cafferty stated that the low bid for this project did not comply with the bid document, and therefore the District is not in a position to award a contract due to an error in the bid documents. He further stated that District Staff is working with the design consultant to evaluate the most cost effective project.

Energy Efficiency Analysis

Mr. Cafferty stated that we should have information to present to the Board in August or September.

Engineering Items Discussed at Various Conferences and Meetings

There were no comments.

Comments Regarding Non-Agenda Engineering Committee Items

Mr. Cafferty stated that the Ocean Outfall Pump Station Generator project lead time went from a 13-15 week window to 27-30 weeks, and could be due to material shortages. He further stated that the Aeration Basin Diffuser project is similarly affected.

Close Engineering Committee Meeting

At approximately 9:25 a.m. the Engineering Committee meeting was closed and the Board returned to Regular session.

Attorney Report

Mr. Granito reported that there is no need for a Closed Session today, as such Regular session continued.

Adjournment

There being no further business, the Engineering Committee meeting was adjourned at approximately 9:30 a.m.

Respectfully submitted,

POLLY WELSCH
Recording Secretary

APPROVED:

MIKE GASKINS, President
of the El Toro Water District and the
Board of Directors thereof

DENNIS P. CAFFERTY, Secretary
of the El Toro Water District and the
Board of Directors thereof



STAFF REPORT

To: Board of Directors

Meeting Date: August 23, 2021

From: Dennis Cafferty, General Manager

Subject: Advanced Metering Infrastructure

At the Special Board Meeting in July staff provided a presentation reintroducing the concept of Advanced Metering Infrastructure (AMI) within the ETWD service area. During the course of the presentation staff noted that many of the District’s meters had aged significantly and that the District would incur significant cost to replace meters as part of a normal meter replacement program regardless of the decision about implementation of AMI. Staff was requested to provide further detail about the cost of the meters that would be replaced compared to the cost of AMI capable meters.

Staff performed a detailed analysis of the age of the existing billing meters. More than 40% of the 9,800 meters are already older than 20 years of age. The largest quantity of meters are 3/4” meters which provide service to much of the District’s single family residential customers. Over 47% of the nearly 4,900 3/4” meters are older than 20 years of age. As noted at the meeting, the District’s normal meter replacement program has been suspended until a decision about AMI is reached.

The total estimated project cost identified in the previous alternatives analysis for the full implementation of AMI in the District service area was approximately \$6.4 million. The cost of the AMI capable meters makes up approximately \$2.8 million of the total project cost. Based on current pricing, the cost to purchase meters to replace the District’s existing non-AMI meters in kind is approximately \$1.7 million.

The total project cost estimate breaks down as follows:

Project Component	Cost
Current Meter Replacements	\$ 1,700,000
Incremental Cost for AMI Capable Meters	\$ 1,100,000
Meter Box Lid Replacements	\$ 450,000
Meter & Lid Installation	\$ 800,000
Data Transmission System/Hardware/Software	\$ 1,300,000
Taxes/Engineering/Contingency	\$ 1,100,000
Total	\$ 6,450,000

As illustrated above, the incremental cost to pursue AMI over the cost of a replacement meter program is approximately \$4.7 million. It should also be noted that the current meter replacement cost does not include any installation cost. With over 4,000 meters already over 20 years of age, the District would be hard pressed to catch up on necessary meter replacements with existing labor resources.

Staff was also requested to investigate the status of AMI at neighboring agencies. The following table provides an update of staff’s understanding of the AMI status or aspirations of several other Orange County water purveyors.

Agency	AMI Status
Moulton Niguel Water District	Within 3-6 months of completing full conversion to AMI.
Laguna Beach County Water District	Completed full conversion to AMI.
Santa Margarita Water District	Implemented AMI for commercial and irrigation accounts. Installing AMI capable meters in new developments. No data transmission system at this point. Using radio drive by reading system. No current plans to convert older residential meters.
South Coast Water District	Approximately 25% of meters are on AMI. Remaining 75% are AMR capable with no data transmission system.
City of Newport Beach	Planning full AMI conversion.
East Orange County Water District	Comparing AMR and AMI. Planning full conversion.
City of San Clemente	No current AMI plans.

As noted above several agencies have Automated Meter Reading (AMR) capability. The difference between AMR and AMI is the data transmission capability. An AMI system automatically transmits usage data, on a daily basis, to the data collection facility. An AMR system includes an electronic transmitting device but requires the District drive by the meters to collect the data.

Staff continues to work with the District’s financial advisors to assess the impacts of funding an AMI project and will report the results of the financial analysis at an upcoming Board meeting.



STAFF REPORT

To: Board of Directors

Meeting Date: August 23, 2021

From: Dennis Cafferty, General Manager

Subject: Capital Project Status Report

I Phase II Recycled Water Distribution System Expansion Project

All of the Phase II West (B) sites meters have been converted and are currently in service, delivering recycled water. The contractor has completed all site retrofit tasks. The project Notice of Completion has been recorded. Staff has submitted the final rebate documentation for the MWD On-Site Retrofit Rebate Program. Upon receipt of the on-site rebates, the Phase II Recycled Water Distribution System Expansion Project will be complete.



II Oso Lift Station Improvement Project

The cutover to the new lift station pumping facilities is complete. The new pumps have been operating since July 29. The existing pump station building has been demolished and the contractor is working on the layout of the proposed generator pad and the installation of the generator electrical conduit installation. The total project is anticipated to be complete by October of 2021.



The District has received the recorded amended judgement from the court finalizing the Quiet Title Action and thereby documenting the District's ownership of the existing Oso Lift Station property. The District has also received the Title Report Endorsement amending title to reflect the property is owned by the El Toro Water District. Staff is working with the City of Laguna Woods to finalize the Lot Line Adjustment for the additional property incorporated into the Oso Lift Station site.

The financial summary of the project is as follows:

	Contract Amount	Billed to Date
Total Construction Contract Bid Amount	\$ 1,954,236	\$ 1,589,946
Approved Change Orders	\$ 133,294	\$ 114,223
Anticipated Deduct Change Order	(\$20,000)	
Specialty Inspections (Env., Geotech)	\$ 15,875	\$ 12,996
Eng. Services During Construction	\$ 84,000	\$ 82,838
Property Ownership Legal Costs	\$ 78,622	\$78,622
Utility Costs (SCE/AT&T)	\$ 18,147	\$ 18,147
Permit Costs	\$ 6,650	\$6,650
Contingency	\$ 17,412	\$ 0
Total	\$2,288,236	\$ 1,903,422

III Filter Plant Building / WEROC EOC

The Request for Proposals for design engineering and geotechnical services to prepare contract documents for both the demolition of the existing filter plant building and the construction of a warehouse/storage building for the District and a new WEROC EOC has been published through the PlanetBids portal. Proposals are due on September 2. Staff anticipates bringing a design contract award recommendation to the Board for approval in October.



IV R-6 Reservoir Cover Replacement & Improvement Project

The design contract has been issued to Hilt Consulting Group (HCG). The design effort is in progress. HCG has submitted a Technical Memorandum addressing a variety of design issues. Staff is reviewing the document and preparing to meet with HCG to confirm key design assumptions. Staff recently conducted a meeting with HCG and the R-6 Reservoir partners to discuss the selection of a material for the cover and the implications of leaving the existing liner in place. Staff



is coordinating with a diver to retrieve samples of the liner material below the water level to conduct further testing of the existing liner material properties in order to make a more informed decision about the remaining useful life of the existing liner. The current schedule anticipates construction of the new cover commencing in approximately September, 2022.

V Main Office HVAC Replacement and Improvement Project

As noted at the June Engineering Committee meeting, the Main Office HVAC Project was previously bid with a low bid in the amount of \$370,000. The bids were rejected while Staff evaluates the project to determine if design modifications can implement efficiencies that would achieve the project objectives at a lower cost. Staff is coordinating with a structural engineer to evaluate the structural capacity of the existing roof relative to the weight of the air conditioning units as well as further discussing project options with the design engineer and the District's HVAC maintenance vendor.

VI Aeration Basin Diffuser Project

The construction contract has been issued to Filanc Construction. The District recently received notice of a delay due to COVID related material supply chain challenges. The project is currently in the submittal phase. The current schedule anticipates delivery of materials by November, 2021 with project completion by the end of December.

VII OOPS Generator Replacement Project

The contract for the replacement of the Ocean Outfall Pump Station Generator has been issued to Filanc. The District recently received notice of a delay due to COVID related material supply chain challenges. The generator is now in production now and staff is closing out remaining project submittals. The projected delivery of the generator from the manufacturer is scheduled for April of 2022. The contractor is scheduled to commission the generator and complete the project by May of 2022.



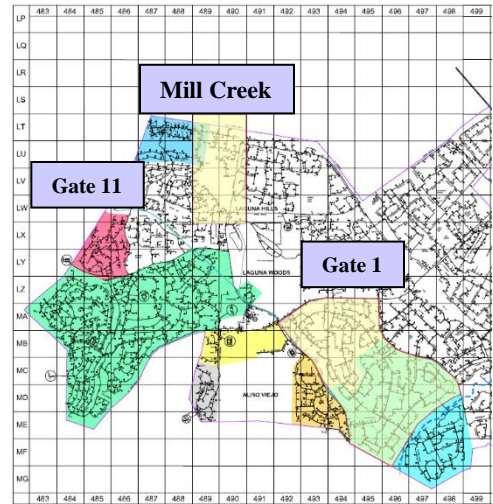
VIII WRP Main Electrical Power Breakers Replacement Project

The contract has recently been issued to Royal Wholesale Electric. Staff anticipates a 14-16 week lead time for the delivery of the breakers with installation to follow immediately thereafter.

IX Phase III Recycled Water Project

Staff has engaged the services of Tetra Tech to evaluate the most promising recycled water distribution system expansion opportunities as well as provide an opinion of estimated cost. Tetra Tech is reviewing potential recycled water service locations in an effort to determine distribution system layouts for three distinct areas in the ETWD service area. These areas include:

- Gate 11
- Mill Creek
- Gate 1



Upon completion of the Tetra Tech analysis Staff will present options for a Phase III Recycled Water Project to the Board.

X JTM Pump Station Project

Staff has engaged the services of Tetra Tech to develop a preliminary cost estimate for the construction of the proposed JTM Pump Station. Staff will provide a detailed evaluation of the project costs and benefits at an upcoming Board meeting.

XI Energy Efficiency Analysis

Staff continues in its effort to evaluate energy efficiency opportunities that might allow the District to save money on energy costs.

Staff recently met with both SoCalRen and AESC to discuss preliminary findings and recommendations. Certain of the recommendations were already in use by District staff. Staff has also immediately implemented other recommended operational changes that did not require infrastructure investment.

The Southern California Edison efficiency testing of the District’s existing pumps is complete. AESC is analyzing the Edison Pump test data and will make recommendations regarding pump overhauls or replacements to improve the pump efficiencies.

EL TORO WATER DISTRICT

Glossary of Water Terms

Accumulated overdraft: The amount of water necessary to be replaced in the intake area of the groundwater basin to prevent the landward movement of ocean water into the fresh groundwater body.

Acre-foot, AF: A common water industry unit of measurement. An acre-foot is 325,851 gallons, or the amount of water needed to cover one acre with water one foot deep. An acre-foot serves annual needs of two typical California families.

ACWA: Association of California Water Agencies.
A statewide group based in Sacramento that actively lobbies State and Federal Government on water issues.

Advanced treatment: Additional treatment processes used to clean wastewater even further following primary and secondary treatment. Also known as tertiary treatment.

AFY: Acre-foot per year.

Alluvium: A stratified bed of sand, gravel, silt, and clay deposited by flowing water.

AMP: Allen McCulloch pipeline.

Major pipeline transporting treated water to water districts between Yorba Linda, where it starts to El Toro Water District reservoir, where it terminates.

Annexation: The inclusion of land within a government agency's jurisdiction.

Annual overdraft: The quantity by which the production of water from the groundwater supplies during the water year exceeds the natural replenishment of such groundwater supplies during the same water year.

Aqueduct: A man-made canal or pipeline used to transport water.

Aquifer: An underground geologic formation of rock, soil or sediment that is naturally saturated with water; an aquifer stores groundwater.

Arid: Dry; deserts are arid places. Semi-arid places are almost as dry as a desert.

Artesian: An aquifer in which the water is under sufficient pressure to cause it to rise above the bottom of the overlying confining bed, if the opportunity is provided.

Artificial recharge: The addition of surface water to a groundwater reservoir by human activity, such as putting surface water into recharge basins. (See also: groundwater recharge and recharge basin.)

AWWA American Water Works Association
Nationwide group of public and private water purveyors and related industrial suppliers.

Base flow: The portion of river surface flow which remains after deduction of storm flow and/or purchased imported water.

Bay-Delta: The Sacramento-San Joaquin Bay-Delta is a unique natural resource of local, state and national significance. The Delta is home to more than 500,000 people; contains 500,000 acres of agriculture; provides habitat for 700 native plant and animal species; provides water for more than 25 million Californians and 3 million acres of agriculture; is traversed by energy, communications and transportation facilities vital to the economic health of California; and supports a \$400 billion economy.

BIA: Building Industry Association.

Biofouling: The formation of bacterial film (biofilm) on fragile reverse osmosis membrane surfaces.

Biosolids: Solid organic matter recovered from a sewage treatment process and used especially as fertilizer.

BMP: Best Management Practice. An engineered structure or management activity, or combination of these, that eliminates or reduces adverse environmental effects.

Brackish water: A mixture of freshwater and saltwater.

Brown Act: Ralph M. Brown Act enacted by the State legislature governing all meetings of legislative bodies. Also known as the Open Meeting requirements.

Canal: A ditch used to move water from one location to another.

CASA: California Association of Sanitation Agencies The sanitation equivalent of ACWA concerned solely with issues affecting the treatment and disposal of solid waste and wastewater.

CEQA: California Environmental Quality Act.

CERCLA: Comprehensive Environmental Response, Compensation and Liability Act. This federal law establishes the Superfund program for hazardous waste sites. It provides the legal basis for the United States EPA to regulate and clean up hazardous waste sites, and if appropriate, to seek financial compensation from entities responsible for the site.

CFS: Cubic feet per second.

Chloramines: A mixture of ammonia and chlorine used to purify water.

Clarify: To make clear or pure by separation and elimination of suspended solid material.

Coagulation: The clumping together of solids so they can more easily be settled out or filtered out of water. A chemical called aluminum sulfate (alum) is generally used to aid coagulation in water treatment and reclamation.

Coastkeepers: A non-profit organization dedicated to the protection and preservation of the marine habitats and watersheds of Orange County through programs of education, restoration, enforcement and advocacy.

Colored water: Groundwater extracted from the basin that is unsuitable for domestic use without treatment due to high color and odor exceeding drinking water standards.

Condensation: The process of water vapor (gas) changing into liquid water. An example of condensation can be seen in the tiny water droplets that form on the outside of a glass of iced tea as warmer air touches the cooler glass.

Confined aquifer: An aquifer that is bound above and below by dense layers of rock and contains water under pressure.

Conjunctive use: Storing imported water in a local aquifer, in conjunction with groundwater, for later retrieval and use.

Contaminate: To make unclean or impure by the addition of harmful substances.

CPCFA: California Pollution Control Financing Authority. State agency providing funds for wastewater reclamation projects.

Crisis:

1. **a:** The turning point for better or worse **b:** a paroxysmal attack of pain, distress, or disordered function **c:** an emotionally significant event or radical change of status in a person's life <a midlife *crisis*>
2. The decisive moment (as in a literary plot)
3. **a:** An unstable or crucial time or state of affairs in which a decisive change is impending; *especially* : one with the distinct possibility of a highly undesirable outcome <a financial *crisis*> **b:** a situation that has reached a critical phase

CTP Coastal Treatment Plant

CWPCA California Water Pollution Control Association. A 7000 member non-profit educational organization dedicated to water pollution control.

Dam: A barrier built across a river or stream to hold water.

Decompose: To separate into simpler compounds, substances or elements.

Deep percolation: The percolation of surface water through the ground beyond the lower limit of the root zone of plants into a groundwater aquifer.

Degraded water: Water within the groundwater basin that, in one characteristic or another, does not meet primary drinking water standards.

Delta: Where the rivers empty; an outlet from land to ocean, also where the rivers deposit sediment they carry forming landforms.

Delta Vision: Delta Vision is intended to identify a strategy for managing the Sacramento-San Joaquin Delta as a sustainable ecosystem that would continue to support environmental and economic functions that are critical to the people of California.

Demineralize: To reduce the concentrations of minerals from water by ion exchange, distillation, electro-dialysis, or reverse osmosis.

De-nitrification: The physical process of removing nitrate from water through reverse osmosis, microfiltration, or other means.

Desalting (or desalination): Removing salts from salt water by evaporation or distillation. Specific treatment processes, such as reverse osmosis or multi-stage flash distillation, to demineralize seawater or brackish (saline) waters for reuse. Also sometimes used in wastewater treatment to remove salts other pollutants.

Desilting: The physical process of removing suspended particles from water.

Dilute: To lessen the amount of a substance in water by adding more water.

Disinfection: Water treatment which destroys potentially harmful bacteria.

Drainage basin: The area of land from which water drains into a river, for example, the Sacramento River Basin, in which all land area drains into the Sacramento River. Also called catchment area, watershed, or river basin.

Drought: A prolonged period of below-average precipitation.

DPHS: California Department of Public Health Services. Regulates public water systems; oversees water recycling projects; permits water treatment devices; certifies drinking water treatment and distribution operators; supports and promotes water system security; provides support for small water systems and for improving technical, managerial, and financial (TMF) capacity; provides funding opportunities for water system improvements.

DVL: Diamond Valley Lake. Metropolitan's major reservoir near Hemet, in southwestern Riverside County.

DWR: California Department of Water Resources. Guides development/management of California's water resources; owns/operates State Water Project and other water facilities.

Endangered Species: A species of animal or plant threatened with extinction.

Endangered Species Act of 1973 (ESA): The most wide-ranging of the dozens of United States environmental laws passed in the 1970s. As stated in section 2 of the act, it was designed to protect critically imperiled species from extinction as a "consequence of economic growth and development untended by adequate concern and conservation.

Ecosystem: Where living and non-living things interact (coexist) in order to survive.

Effluent: Wastewater or other liquid, partially or completely treated or in its natural state, flowing from a treatment plant.

Evaporation: The process that changes water (liquid) into water vapor (gas).

Estuary: Where fresh water meets salt water.

Evapotranspiration: The quantity of water transpired (given off), retained in plant tissues, and evaporated from plant tissues and surrounding soil surface. Quantitatively, it is expressed in terms of depth of water per unit area during a specified period of time.

FCH Federal Clearing House – Environmental Review/Processing

FEMA Federal Emergency Management Agency

Filtration: The process of allowing water to pass through layers of a porous material such as sand, gravel or charcoal to trap solid particles. Filtration occurs in nature when rain water soaks into the ground and it passes through hundreds of feet of sand and gravel. This same natural process of filtration is duplicated in water and wastewater treatment plants, generally using sand and coal as the filter media.

Flocculation: A chemical process involving addition of a coagulant to assist in the removal of turbidity in water.

Forebay: A reservoir or pond situated at the intake of a pumping plant or power plant to stabilize water level; also, a portion of a groundwater basin where large quantities of surface water can recharge the basin through infiltration.

Gray water reuse: Reuse, generally without treatment, of domestic type wastewater for toilet flushing, garden irrigation and other non-potable uses. Excludes water from toilets, kitchen sinks, dishwashers, or water used for washing diapers.

Green Acres Project (GAP): A 7.5 million gallons per day (MGD) water reclamation project that serves tertiary treated recycled water to irrigation and industrial users in Costa Mesa, Fountain Valley, Huntington Beach, Newport Beach, and Santa Ana.

God Squad: A seven-member committee that is officially called the "Endangered Species Committee". Members consist of Secretary of the Interior, the Secretary of Agriculture, the Secretary of the Army, the Chairman of the Council of Economic Advisers, the Administrator of the National Oceanic and Atmospheric Administration and one individual from the affected state. The squad was established in 1978 by an amendment to the 1973 Endangered Species Act (ESA). It has only been called into action three times to deal with proposed federal agency actions that have been determined to cause "jeopardy" to any listed species. Such actions may receive an exemption from the ESA if five members of the committee determine that the action is of regional or national significance, that the benefits of the action clearly outweigh the benefits of conserving the species and that there are no reasonable and prudent alternatives to the action.

Groundwater: Water that has percolated into natural, underground aquifers; water in the ground, not water puddled on the ground.

Groundwater basin: A groundwater reservoir defined by the overlying land surface and the underlying aquifers that contain water stored in the reservoir. Boundaries of success-ively deeper aquifers may differ and make it difficult to define the limits of the basin.

Groundwater mining: The withdrawal of water from an aquifer in excess of recharge over a period of time. If continued, the underground supply would eventually be exhausted or the water table could drop below economically feasible pumping lifts.

Groundwater overdraft: The condition of a groundwater basin in which the amount of water withdrawn by pumping exceeds the amount of water that recharges the basin over a period of years during which water supply conditions approximate average.

Groundwater recharge: The action of increasing groundwater storage by natural conditions or by human activity. See also: Artificial recharge.

Ground Water Replenishment System (GWRS): A joint project of the Orange County Water District and the Orange County Sanitation District that will provide up to 100,000 acre-feet of reclaimed water annually. The high-quality water will be used to expand an existing underground seawater intrusion barrier and to replenish the groundwater basin underlying north and central Orange County.

Groundwater table: The upper surface of the zone of saturation (all pores of subsoil filled with water), except where the surface is formed by an impermeable body.

GPM: Gallons per minute.

Ground Water Replenishment System (GWRS): Orange County Water District's state-of-the-art, highly advanced, waste-water treatment facility.

Hydrologic balance: An accounting of all water inflow to, water outflow from, and changes in water storage within a hydrologic unit over a specified period.

Hydrologic cycle: The process of water constantly circulating from the ocean, to the atmosphere, to the earth in a form of precipitation, and finally returning to the ocean.

Imported water: Water that has originated from one hydrologic region and is transferred to another hydrologic region.

Inflatable rubber dams: Designed to replace temporary sand levees that wash out during heavy storm flow, the dams hold back high-volume river flows and divert the water into the off-river system for percolation.

Influent: Water or wastewater entering a treatment plant, or a particular stage of the treatment process.

Irrigation: Applying water to crops, lawns or other plants using pumps, pipes, hoses, sprinklers, etc.

JPIA Joint Powers Insurance Authority. A group of water agencies providing self-insurance to members of the ACWA.

LAIF Local Agency Investment Fund. Statewide pool of surplus public agency money managed by State Treasurer.

Leach: To remove components from the soil by the action of water trickling through.

MAF: Million acre feet.

MCL: Maximum contaminant level set by EPA for a regulated substance in drinking water. According to health agencies, the maximum amount of a substance that can be present in water that's safe to drink and which looks, tastes and smells good.

MET: Metropolitan Water District of Southern California.

MGD: Million gallons per day.

Microfiltration: A physical separation process where tiny, hollow filaments members separate particles from water.

Microorganism: An animal or plant of microscopic size.

MWD: Metropolitan Water District of Southern California.

MWDOC: Municipal Water District of Orange County. Intermediate wholesaler between MWD and 27 member agencies including ETWD.

Non-point source pollution: Pollution that is so general or covers such a wide area that no single, localized source of the pollution can be identified.

NPDES National Pollution Discharge Elimination System

OCBC: Orange County Business Council.

OCEMA Orange County Environmental Management Agency

OCWD: Orange County Water District.

Opportunity:

1. A favorable juncture of circumstances.
2. A good chance for advancement or progress .

Organism: Any individual form of life, such as a plant, animal or bacterium.

PCM Professional Community Management, Inc. Property Management company providing services to Laguna Woods Village and other homeowner associations.

Perched groundwater: Groundwater supported by a zone of material of low permeability located above an underlying main body of groundwater with which it is not hydrostatically connected.

Percolation: The downward movement of water through the soil or alluvium to the groundwater table.

Permeability: The capability of soil or other geologic formations to transmit water.

Point source: A specific site from which waste or polluted water is discharged into a water body, the source of which is identified. See also: non-point source.

Potable water: Suitable and safe for drinking.

PPB: Parts per billion.

Precipitation: Water from the atmosphere that falls to the ground as a liquid (rain) or a solid (snow, sleet, hail).

Primary treated water: First major treatment in a wastewater treatment facility, usually sedimentation but not biological oxidation.

Primary treatment: Removing solids and floating matter from wastewater using screening, skimming and sedimentation (settling by gravity).

Prior appropriation doctrine: Allocates water rights to the first party who diverts water from its natural source and applies the water to beneficial use. If at some point the first appropriator fails to use the water beneficially, another person may appropriate the water and gain rights to the water. The central principle is beneficial use, not land ownership.

Pumping Plant: A facility that lifts water up and over hills.

Recharge: The physical process where water naturally percolates or sinks into a groundwater basin.

Recharge basin: A surface facility, often a large pond, used to increase the infiltration of surface water into a groundwater basin.

Reclaimed wastewater: Wastewater that becomes suitable for a specific beneficial use as a result of treatment. See also: wastewater reclamation.

Reclamation project: A project where water is obtained from a sanitary district or system and which undergoes additional treatment for a variety of uses, including landscape irrigation, industrial uses, and groundwater recharge.

Recycling: A type of reuse, usually involving running a supply of water through a closed system again and again. Legislation in 1991 legally equates the term "recycled water" to reclaimed water.

Reservoir: A place where water is stored until it is needed. A reservoir can be an open lake or an enclosed storage tank.

Reverse osmosis: (RO) A method of removing salts or other ions from water by forcing water through a semi-permeable membrane.

RFP Request for Proposal

Riparian: Of or on the banks of a stream, river, or other body of water.

RO: Reverse osmosis. See the listing under "reverse osmosis."

R-O-W Right-of-way

Runoff: Liquid water that travels over the surface of the Earth, moving downward due to gravity. Runoff is one way in which water that falls as precipitation returns to the ocean.

RWQCB Regional Water Quality Control Board. State agency regulating discharge and use of recycled water.

Safe Drinking Water Act (SDWA): The Safe Drinking Water Act (SDWA) was originally passed by Congress in 1974 to protect public health by regulating the nation's public drinking water supply. The law was amended in 1986 and 1996 and requires many actions to protect drinking water and its sources: rivers, lakes, reservoirs, springs, and ground water wells. (SDWA does not regulate private wells which serve fewer than 25 individuals.) SDWA authorizes the United States Environmental Protection Agency (US EPA) to set national health-based standards for drinking water to protect against both naturally-occurring and man-made contaminants that may be found in drinking water. US EPA, states, and water systems work together to make sure that these standards are met.

Safe yield: The maximum quantity of water that can be withdrawn from a groundwater basin over a long period of time without developing a condition of overdraft, sometimes referred to as sustained yield.

SAFRA Santa Ana River Flood Protection Agency

Salinity: Generally, the concentration of mineral salts dissolved in water. Salinity may be measured by weight (total dissolved solids - TDS), electrical conductivity, or osmotic pressure. Where seawater is known to be the major source of salt, salinity is often used to refer to the concentration of chlorides in the water.

SAWPA: Santa Ana Watershed Project Authority.

SCADA Supervisory Control and Data Acquisition

SCAP Southern California Alliance of Publicly. Newly formed group of public agencies seeking reasonable regulation of sewer industry.

SCH State Clearing House – Environmental Review/Processing

Seasonal storage: A three-part program offered by Metropolitan Water District of Southern California:

STSS (Short Term Seasonal Storage) financially encourages agencies with local groundwater production capabilities to produce a higher percentage of their demand in the summer from their local groundwater supplies, thus shifting a portion of their demand on the MWD system from the summer to winter;

LTSS (Long Term Seasonal Storage) financially encourages retail agencies to take and store additional amounts of MWD water above their normal annual demands for later use; Replenishment Water provides less expensive interruptible water that is generally available and used to increase the operating yield of groundwater basins.

Seawater intrusion: The movement of salt water into a body of fresh water. It can occur in either surface water or groundwater basins.

Seawater barrier: A physical facility or method of operation designed to prevent the intrusion of salt water into a body of freshwater.

Secondary treatment: The biological portion of wastewater treatment which uses the activated sludge process to further clean wastewater after primary treatment. Generally, a level of treatment that produces 85 percent removal efficiencies for biological oxygen demand and suspended solids. Usually carried out through the use of trickling filters or by the activated sludge process.

Sedimentation: The settling of solids in a body of water using gravity.

Settle: To clarify water by causing impurities/solid material to sink to a container's bottom.

Sewer: The system of pipes that carries wastewater from homes and businesses to a treatment plant or reclamation plant. Sewers are separate from storm drains, which is a system of drains and pipes that carry rain water from urban streets back to the ocean. Overwatering your yard can also cause water to run into the streets and into storm drains. Storm drain water is not treated before it is discharged.

SigAlert: Any unplanned event that causes the closing of one lane of traffic for 30 minutes or more, as opposed to a planned event, like road construction, which is planned.

SJBA San Juan Basin Authority

Sludge: The solids that remain after wastewater treatment. This material is separated from the cleaned water, treated and composted into fertilizer. Also called biosolids.

SOCWA South Orange County Wastewater Authority. Regional Joint Powers Authority formed for collection and treatment of sewerage (previously known as AWMA/SERRA/SOCRA). SOCWA member agencies:

CSC – City of San Clemente

CSJC – City of San Juan Capistrano

CLB – City of Laguna Beach

ETWD – El Toro Water District

EBSD – Emerald Bay Service District

IRWD – Irvine Ranch Water District

MNWD – Moulton Niguel Water District

SCWD – South Coast Water District

SMWD – Santa Margarita Water District

TCWD – Trabuco Canyon Water District

SRF State Revolving Fund

Storm Drain: The system of pipes that carries rain water from urban streets back to the ocean. Overwatering your yard can also cause water to run into the streets and into storm drains. Storm drain

water is not treated before it is discharged. Storm drains are separate from sewers, which is a separate system of pipes to carry wastewater from homes and businesses to a treatment plant or reclamation plant for cleaning.

Storm flow: Surface flow originating from precipitation and run-off which has not percolated to an underground basin.

SWP: State Water Project. An aqueduct system that delivers water from northern California to central and southern California.

SWRCB State Water Resources Control Board

TDS: Total dissolved solids. A quantitative measure of the residual minerals dissolved in water that remain after evaporation of a solution. Usually expressed in milligrams per liter.

Tertiary treatment: The treatment of wastewater beyond the secondary or biological stage. Normally implies the removal of nutrients, such as phosphorous and nitrogen, and a high percentage of suspended solids.

THM: Trihalomethanes. Any of several synthetic organic compounds formed when chlorine or bromine combine with organic materials in water.

TMA: Too many acronyms.

TMDL: Total maximum daily load; A quantitative assessment of water quality problems, contributing sources, and load reductions or control actions needed to restore and protect bodies of water.

Transpiration: The process in which plant tissues give off water vapor to the atmosphere as an essential physiological process.

Turbidity: Thick or opaque with matter in suspension; muddy water.

Ultraviolet light disinfection: A disinfection method for water that has received either secondary or tertiary treatment used as an alternative to chlorination.

VE Value Engineering

VOC: Volatile organic compound; a chemical compound that evaporates readily at room temperature and contains carbon.

Wastewater: Water that has been previously used by a municipality, industry or agriculture and has suffered a loss of quality as a result.

Water Cycle: The continuous process of surface water (puddles, lakes, oceans) evaporating from the sun's heat to become water vapor (gas) in the atmosphere. Water condenses into clouds and then falls back to earth as rain or snow (precipitation). Some precipitation soaks into the ground (percolation) to replenish groundwater supplies in underground aquifers.

Water rights: A legally protected right to take possession of water occurring in a natural waterway and to divert that water for beneficial use.

Water-use Efficiency: The water requirements of a particular device, fixture, appliance, process, piece of equipment, or activity.

Water year (USGS): The period between October 1st of one calendar year to September 30th of the following calendar year.

Watermaster: A court appointed person(s) that has specific responsibilities to carry out court decisions pertaining to a river system or watershed.

Water Reclamation: The treatment of wastewater to make it suitable for a beneficial reuse, such as landscape irrigation. Also called water recycling.

Watershed: The total land area that from which water drains or flows to a river, stream, lake or other body of water.

Water table: The top level of water stored underground.

WEF Water Environment Federation. Formerly – Water Pollution Control Federation (WPCF). International trade group advising members of sewage treatment techniques and their effect on the environment.

Weir box: A device to measure/control surface water flows in streams or between ponds.

Wellhead treatment: Water quality treatment of water being produced at the well site.

Wetland: Any area in which the water table stands near, at, or above the land surface for a portion of the year. Wetlands are characterized by plants adapted to wet soil conditions.

Xeriscape: Landscaping that requires minimal water.