



**AGENDA
MEETING OF THE
INLAND EMPIRE UTILITIES AGENCY
BOARD OF DIRECTORS**

**WEDNESDAY, JULY 19, 2017
10:00 A.M.**

**INLAND EMPIRE UTILITIES AGENCY*
AGENCY HEADQUARTERS
BOARD ROOM
6075 KIMBALL AVENUE, BUILDING A
CHINO, CALIFORNIA 91708**

CALL TO ORDER OF THE INLAND EMPIRE UTILITIES AGENCY BOARD OF DIRECTORS MEETING

FLAG SALUTE

PUBLIC COMMENT

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those persons wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to complete and submit to the Board Secretary a "Request to Speak" form which are available on the table in the Board Room. Comments will be limited to five minutes per speaker. Thank you.

ADDITIONS TO THE AGENDA

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require two-thirds vote of the legislative body, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

1. NEW EMPLOYEE INTRODUCTIONS

- Jennifer Hy-Luk, Administrative Assistant I, hired 7/17/17 (General Manager Joseph Grindstaff)

2. CONSENT ITEMS

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

A. MINUTES

The Board will be asked to approve the minutes from the June 21, 2017 and July 6, 2017 Board meetings.

B. ADOPTION OF RESOLUTION NO. 2017-7-4, COMMENDING EXECUTIVE DIRECTOR EUNICE ULLOA FOR HER 12 YEARS OF PUBLIC SERVICE WITH THE CHINO BASIN WATER CONSERVATION DISTRICT

It is recommended that the Board adopt Resolution No. 2017-7-4, commending Executive Director Eunice Ulloa for her 12 years of Public Service with the Chino Basin Water Conservation District.

C. REPORT ON GENERAL DISBURSEMENTS (*Fin/Admin*)

It is recommended that the Board approve the total disbursements for the month of May 2017, in the amount of \$11,742,874.41.

D. ADOPTION OF RESOLUTION NO. 2017-7-2, AMENDING THE PERSONNEL MANUAL FOR THE UNREPRESENTED EMPLOYEES AND RESOLUTION NO. 2017-7-3, AMENDING THE SALARY SCHEDULE/MATRIX FOR UNREPRESENTED EMPLOYEES, EXECUTIVE MANAGEMENT EMPLOYEES, THE LABORATORY UNIT, THE GENERAL UNIT, THE PROFESSIONAL UNIT, AND THE OPERATORS' ASSOCIATION

It is recommended that the Board adopt Resolution No. 2017-7-2, amending the Personnel Manual for the Unrepresented Employees and Resolution No. 2017-7-3, amending the salary schedule/matrix for Unrepresented Employees, Executive Management Employees, the Laboratory Unit, the General Unit, the Professional Unit, and the Operators' Association.

E. RATIFY PURCHASES FROM THE EXPIRED THATCHER COMPANY OF CALIFORNIA CONTRACT (*Eng/Ops/WR*)

It is recommended that the Board ratify the purchases from the expired Thatcher Company of California Contract No. 4600001078 for aluminum sulfate in the amount of \$23,435.64.

F. RP-1 MIXED LIQUOR RETURN PUMPS CONSTRUCTION CHANGE ORDER (*Eng/Ops/WR*)

It is recommended that the Board:

1. Approve a construction contract change order with J.F. Shea for the RP-1 Mixed Liquor Return Pumps, Project No. EN16024, for the not-to-exceed amount of \$152,168; and
2. Authorize the General Manager to execute the construction contract change order.

G. FOUNDATION WINDPOWER DIRECT AGREEMENT (Eng/Ops/WR)

It is recommended that the Board:

1. Approve the Direct Agreement between Inland Empire Utilities Agency and Foundation HA Energy Generation, LLC for the benefit of ZB, N.A. dba National Bank of Arizona; and
2. Authorize the General Manager to execute the Direct Agreement.

H. AGENCY MEMBERSHIP IN THE CALIFORNIA DATA COLLABORATIVE (Eng/Ops/WR)

It is recommended that the Board approve IEUA membership in the California Data Collaborative for FY 2017/18, in the amount of \$27,500.

I. IEUA-POMONA-MVWD RW INTERTIE PROJECT CONSULTANT CONTRACT AWARD (Eng/Ops/WR)

It is recommended that the Board:

1. Award the consulting engineering services contract for Phase 2 of the Feasibility Study for the Recycled Water Intertie Project No. EN16060, to Carollo Engineers for the not-to-exceed amount of \$119,900; and
2. Authorize the General Manager to execute the agreement, subject to non-substantive changes.

J. SAN BERNARDINO LIFT STATION CONSULTANT CONTRACT AWARD (Eng/Ops/WR)

It is recommended that the Board:

1. Award a consulting engineering services contract for the San Bernardino Lift Station, Project No. EN17077, to CDM Smith, Inc., for the not-to-exceed amount of \$224,360; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes.

K. ENVIRONMENTAL SERVICES MASTER CONTRACT AMENDMENT NO. 2 (Eng/Ops/WR)

It is recommended that the Board:

1. Approve contract amendment 4600001385-002 with Tom Dodson and Associates (TDA), for an on-call environmental services contract, for an additional amount of \$300,000; and

2. Authorize the General Manager, or in his absence, his designee to execute the contract amendment, subject to non-substantive changes.

L. IERCF SOLAR PHOTOVOLTAIC AND ENERGY STORAGE AGREEMENT AMENDMENT (Eng/Ops/WR)

It is recommended that the Board:

1. Approve the amendment to the Energy Management Services Agreement between Inland Empire Utilities Agency and Advanced Microgrid Solutions, Inc. (AMS);
2. Authorize the General Manager to finalize and execute the agreement amendment subject to non-substantive changes; and
3. Authorize the General Manager to negotiate and execute the agreement between Inland Empire Regional Composting Authority (IERCA) and IEUA for the installation of a solar photovoltaic power plant, subject to engineering evaluation.

M. MEMORANDUM OF UNDERSTANDING FOR THE DEVELOPMENT OF A RENEWABLE NATURAL GAS PROJECT WITH ANAERGIA (Eng/Ops/WR)

It is recommended that the Board:

1. Approve the Memorandum of Understanding (MOU) between IEUA and Anaergia for the Development of a Renewable Natural Gas Project at RP-1, and
2. Authorize the General Manager to execute the MOU with Anaergia.

3. ACTION ITEMS

A. PUBLIC CONTRACT CODE SECTION 3400(c) – SOLE SOURCE REQUESTS (Eng/Ops/WR) (Fin/Admin)

It is recommended that the Board authorize the General Manager, or his designee, to review and approve sole source requests for materials, projects, things, or services per Public Contract Code Section 3400(c) consistent with the protocol defined herein.

B. ADOPTION OF RESOLUTION NO. 2017-7-1, FOR APPROVAL OF MASTER AMENDMENT NO. 1 (Fin/Admin)

It is recommended that the Board adopt Resolution No. 2017-7-1, for approval of Master Amendment No. 1 (Amendment) to consistently amend the lien positions, financing terms and certain definitions among the nineteen (19) Clean Water State Revolving Fund (SRF) financing agreements (Agreements) between the Agency and the California State Water Resources Control Board (State Water Board) as identified in the proposed Amendment.

4. **INFORMATION ITEMS**

- A. **CITY OF UPLAND SEWAGE BILLING ERROR REVIEW (WRITTEN)**
- B. **RP-2 MICROTURBINE CONTRACT TERMINATION (WRITTEN)**
- C. **MWD UPDATE (ORAL)**

RECEIVE AND FILE INFORMATION ITEMS

- D. **PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)**
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- M. **ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)**

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- A. **SAWPA REPORT (WRITTEN)**
(MEETING AGENDA NOT AVAILABLE AT TIME OF POSTING)
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(MEETING RESCHEDULED TO JULY 27, 2017)
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9. CLOSED SESSION

**A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) –
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

1. Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010
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Negotiating Party: General Manager P. Joseph Grindstaff
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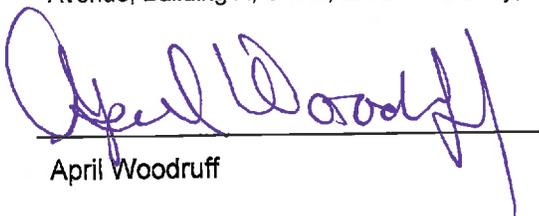
**A Municipal Water District*

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary (909) 993-1736, 48 hours prior to the scheduled meeting so that the Agency can make reasonable arrangements.

Proofed by: 

Declaration of Posting

I, April Woodruff, Board Secretary/Office Manager of the Inland Empire Utilities Agency*, A Municipal Water District, hereby certify that a copy of this agenda has been posted by 5:30 p.m. at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA on Thursday, July 13, 2017.


April Woodruff



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Two (2) Cases

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**A Municipal Water District*

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Declaration of Posting

I, Michael Camacho, Director of the Inland Empire Utilities Agency*, A Municipal Water District, hereby certify that a copy of this agenda has been posted by 5:30 p.m. Casa Dorada Los Cabos, Av. Del Pescador SN, Col, El Medano, Cabo San Lucas BCS, Mexico on Thursday, July 13, 2017.



Michael Camacho

**CONSENT
CALENDAR
ITEM**

2A



**MINUTES OF THE REGULAR
MEETING OF
THE
INLAND EMPIRE UTILITIES AGENCY
BOARD OF DIRECTORS**

**WEDNESDAY, JUNE 21, 2017
10:00 A.M.**

DIRECTORS PRESENT:

Steven J. Elie, President
Jasmin A. Hall, Secretary/Treasurer
Paul Hofer
Kati Parker

DIRECTORS ABSENT:

Michael Camacho, Vice President

STAFF PRESENT:

P. Joseph Grindstaff, General Manager
Sharon Acosta-Grijalva, Human Resources Analyst II
Michael Arana, Accountant II
Kathleen Baxter, Supervising Contracts and Programs Administrator
Chris Berch, Executive Manager of Engineering/AGM
Sharmeen Bhojani, Manager of Human Resources
Andy Campbell, Groundwater Recharge Coordinator/Hydrogeologist
Andrea Carruthers, Senior External Affairs Specialist
Javier Chagoyen-Lazaro, Manager of Finance and Accounting
Tina Cheng, Budget Officer
Michael Dias, Assistant Engineer
Brian Fenton, Mechanic I
Nel Groenveld, Manager of Laboratories
Jason Gu, Grants Officer
Joel Ignacio, Senior Engineer
Randy Lee, Executive Manager of Operations/AGM
Sally Lee, Executive Assistant
Chander Letulle, Manager of Operations and Maintenance
Lisa Morgan-Perales, Senior Water Resources Analyst
Jason Pivovaroff, Senior Engineer
Shaun Stone, Manager of Engineering
Christina Valencia, Chief Financial Officer/AGM
Carlos Vargas, Control Systems Analyst I
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager
Anthony Ybarra, Electrical & Instrumentation Technician

OTHERS PRESENT:

Vivian Castro, CBWCD
Jean Cihigoyenetché, JC Law Firm
Karen Williams, SAWPA

A regular meeting of the Board of Directors of the Inland Empire Utilities Agency* was held at the office of the Agency, 6075 Kimball Avenue, Bldg. A, Chino, California on the above date.

President Elie called the meeting to order at 10:00 a.m. Manager of Internal Audit Teresa Velarde led the Pledge of Allegiance to the flag. A quorum was present.

President Elie stated that members of the public may address the Board. There was no one desiring to do so.

President Elie asked if there were any changes/additions/deletions to the agenda. General Counsel Jean Cihigoyenetché stated that due to a confusion of the date of SAWPA's General Manager Celeste Cantú's retirement, a ceremonial resolution from the Board of Directors thanking her for her years of service was not included in the agenda. It requires the vote of the Board to add this item to the agenda.

Upon motion by Director Hall, seconded by Director Parker, and unanimously carried (4-0):

M2017-6-2

MOVED, to add the adoption of Resolution 2017-6-17, commending General Manager Celeste Cantú for her 10 years of public service with the Santa Ana Water Project Authority (SAWPA) to the agenda.

NEW HIRE INTRODUCTIONS

Chief Financial Officer/AGM Christina Valencia introduced the following new hire:

- Mr. Michael Arana, Accountant II, hired 4/3/17

Executive Manager of Operations/AGM Randy Lee introduced the following new hires:

- Mr. Michael Campbell, Mechanic I, hired 5/22/17
- Mr. Brian Fenton, Mechanic I, hired 5/22/17
- Mr. Carlos Vargas, Control System Analyst I, hired 5/22/17
- Mr. Anthony Ybarra, Electrical & Instrumentation Technician I, hired 5/22/17
- Mr. Johnathan Burns, Mechanic I, hired 6/19/17

The Board of Directors welcomed Michael Arana, Michael Campbell, Brian Fenton, Carlos Vargas, Anthony Ybarra, and Johnathan Burns to the IEUA team.

PUBLIC HEARING

PUBLIC HEARING AND ADOPTION OF RESOLUTION NO. 2017-6-10, APPROVING THE AGENCY'S BIENNIAL BUDGET FOR FYS 2017/18 AND 2018/19, AND FYS 2018-2027 TEN YEAR CAPITAL IMPROVEMENT PLAN, AND RESOLUTION NO. 2017-6-1 THROUGH 2017-6-8 FOR THE NON-RECLAIMABLE WASTEWATER SYSTEM RATES AND OTHER SERVICE FEES

Chief Financial Officer Christina Valencia started her presentation by stating that both the Regional Sewerage Program Technical and Policy Committees recommended for the Board to approve the biennial budget and the Ten Year Capital Improvement Plan (TYCIP). The key areas of focus are succession planning, cost containment, the upkeep of Agency assets, the optimization of low interest debt, upholding transparency, TYCIP, and emphasized there are no adjustments to approved rates and fees.

Ms. Valencia stated that the planned expenditures in the TYCIP is \$833 Million, 80 percent going toward the Regional Wastewater program. The RP-1 rehabilitation will take place at the end of the 10 year window. Director Parker asked if the large expenditure on Recycled Water in FYS 2028-32 along with the Regional Wastewater expenditure also related to the rehabilitation of the Recycled Water Pump Station at RP-1. Ms. Valencia answered by stating that most of the projects for recycled water is to enhance the capacity. The Agency is going back to ensure that all pumps stations and pipelines are revamped. Executive Manager of Engineering Chris Berch also stated that in the long-term planning, the Agency has the potential of processing some reverse osmosis (RO) at RP-1, which may be a part of the Recycled Water expenditures as well.

Ms. Valencia continued by stating that in the FY 2017/18 the total expenditures will be \$237 Million and \$252 Million the following year, with 60 percent in both years being the Operations and Maintenance costs, 30 percent of the budget going toward capital projects, and the remainder being the debt service costs. How this is paid for is through operating revenues, property tax, connection fees, other revenues such as anticipated grants and loans, and use of reserves. The Agency is anticipating a shortfall of \$13 Million in FY 2017/18 and \$3 Million in FY 2018/19 due to the projected shortfall is primarily the uncertainty of the State Revolving Fund (SRF) loan funding over the next two years. The Agency is assuming any Recycled Water projects critical to move forward will be funded on a pay-go basis. FY 2017/18 is the third year of the five year rates; the Agency is still on the path to achieve cost of service.

President Elie asked if this was a conservative way of budgeting and in reality, is it likely for the Agency to receive SRF funding. Ms. Valencia answered by stating yes, she had recently learned that the Agency has received a preliminary financing agreement for two projects that the Agency had assumed would be funded by pay go. It's possible that some grant funding will be issued out from the state, which will reduce the shortfall significantly.

She stated that based on the conservative projections, the Agency is projecting a decrease in the consolidated fund reserve. However, like mentioned before, if financing is made available through the SRF loans, fund balances are going to be much higher than projected. She stated that the Notice of Public Hearing on the proposed resolutions no. 2017-6-10, approving and adopting budgets for the Regional Sewage, Recycled Water, Non-Reclaimable Wastewater, and Water Resources Programs for FYS 2017/18 and 2018/19 has been posted in the Inland Valley Daily Bulletin on May 30, 2017 and June 12, 2017 and no public comments were received. Ms. Valencia concluded her presentation. President Elie asked if the Board of Directors had any questions for the staff before he opened the public hearing and there were no questions.

President Elie opened the Public Hearing at 10:19 a.m. and hearing no public comments, closed the Public Hearing 10:20 a.m.

Upon motion by Director Parker, seconded by Director Hofer, and unanimously carried (4-0):

M2017-6-3

MOVED, to adopt Resolution No. 2017-6-10, approving the Agency's Biennial Budget for FYs 2017/18 and 2018/19, and FYs 2018-2027 TYCIP, including the inter-fund transfers, Agency-wide department goals and objectives, and Rate Resolution Nos. 2017-6-1 through 2017-6-8 for the Non-Reclaimable Wastewater system rates, and other service fees.

RESOLUTION 2017-6-10

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING AND ADOPTING ITS BUDGET FOR FISCAL YEARS 2017/2018 AND 2018/2019 *(for full text, see Resolution Book)*

RESOLUTION 2017-6-1

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING SERVICE RATES FOR WASTEWATER DISCHARGES TO THE REGIONAL WASTEWATER SYSTEM FOR SEPTAGE, COMMERCIAL OR INDUSTRIAL WASTEWATERS, AND EXCESSIVE STRENGTH CHARGES FOR FISCAL YEAR 2017/18 *(for full text, see Resolution Book)*

RESOLUTION 2017-6-2

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING CAPACITY CHARGES, VOLUMETRIC CHARGES, STRENGTH CHARGES, CAPITAL IMPROVEMENT PROJECT (CIP) CHARGES, IEUA ADMINISTRATIVE CHARGES, APPLICATION AND WASTEWATER DISCHARGE PERMIT APPLICATION FEES FOR THE ETIWANDA WASTEWATER LINE (EWL) FOR FISCAL YEAR 2017/18 *(for full text, see Resolution Book)*

RESOLUTION 2017-6-3

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING CAPACITY CHARGES, VOLUMETRIC CHARGES, STRENGTH CHARGES, AGENCY PROGRAM CHARGES, AND APPLICATION FEES FOR THE NON-RECLAIMABLE WASTEWATER SYSTEM (NRWS) FOR FISCAL YEAR 2017/18 *(for full text, see Resolution Book)*

(Continued...)

M2017-6-3, continued.

RESOLUTION 2017-6-4

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING INITIAL AND MONTHLY CAPACITY CHARGES, CAPITAL IMPROVEMENT PROJECT (CIP) CHARGES, IEUA ADMINISTRATIVE CHARGES, APPLICATION AND WASTEWATER DISCHARGE PERMIT APPLICATION FESS FOR THE INLAND EMPIRE BRINE LINE (BRINELINE) FOR FISCAL YEAR 2017/18 *(for full text, see Resolution Book)*

RESOLUTION 2017-6-5

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING CHARGES FOR LABORATORY ANALYSES FOR FISCAL YEAR 2017/18 *(for full text, see Resolution Book)*

RESOLUTION 2017-6-6

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING EXTRA-TERRITORIAL SEWER SERVICE CHARGE FOR SYSTEM USERS OUTSIDE THE AGENCY'S BOUNDARIES FOR FISCAL YEAR 2017/18 *(for full text, see Resolution Book)*

RESOLUTION 2017-6-7

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING IMPORTED WATER RATES FOR FISCAL YEAR 2017/18 *(for full text, see Resolution Book)*

RESOLUTION 2017-6-8

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING EQUIPMENT RENTAL RATES FOR FISCAL YEAR 2017/2018 *(for full text, see Resolution Book)*

CONSENT ITEMS

President Elie asked if there were any Board members wishing to pull an item from the Consent Calendar for discussion. There was no one desiring to do so.

Upon motion by Director Hofer, seconded by Director Hall, and unanimously carried (4-0):

M2017-6-4

MOVED, to approve the Consent Calendar.

- A. Approved the minutes from the May 17, and June 7, 2017 Board meetings.
- B. Recommended that the Board approve the total disbursements for the month of April 2017, in the amount of \$10,529,057.72.
- C. The Board:
 - 1. Ratified the Santa Ana Watershed Project Authority (SAWPA) adopted Budget for Fiscal Years 2017/18 and 2018/19, as submitted; and
 - 2. Adopted Resolution No. 2017-6-11, approving the SAWPA general and specific project budgets for FYs 2017/18 and 2018/19.

RESOLUTION 2017-6-11

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE BUDGET OF THE SANTA ANA WATERSHED PROJECT AUTHORITY FOR FISCAL YEAR 2017/18 AND FISCAL YEAR 2018/19 *(for full text, see Resolution Book)*

- D. Adopted Resolution No. 2017-6-9, establishing the appropriation limits for Fiscal Year 2017/18.

RESOLUTION 2017-6-9

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING APPROPRIATION LIMITS FOR FISCAL YEAR 2017/18 *(for full text, see Resolution Book)*

- E. Adopted Resolution Nos. 2017-6-15 and 2017-6-16, amending the salary schedules/matrices for Unrepresented Employees, Executive Management Employees, the Laboratory Unit, the General Unit, the Professional Unit, the Operators' Association, and the Supervisors' Unit.

RESOLUTION 2017-6-15

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE AMENDMENT OF THE UNREPRESENTED, EXECUTIVE MANAGEMENT, LABORATORY UNIT, OPERATORS' ASSOCIATION, PROFESSIONAL UNIT AND GENERAL UNIT SALARY SCHEDULE/MATRIX *(for full text, see Resolution Book)*

(Continued...)

M2017-6-4, continued.

RESOLUTION 2017-6-16
RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND
EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY,
CALIFORNIA, APPROVING THE AMENDMENT OF THE
SUPERVISORS' UNIT SALARY SCHEDULE/MATRIX *(for full*
text, see Resolution Book)

- F. Adopted Resolution No. 2017-6-14, amending the Employer Paid Member Contributions (EMPC) to CalPERS for all classic employees.

RESOLUTION 2017-6-14
RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND
EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY,
CALIFORNIA, PROVIDING FOR EMPLOYER PAID MEMBER
CONTRIBUTIONS TO CALPERS FOR ALL CLASSIC
EMPLOYEES *(for full text, see Resolution Book)*

- G. The Board:

1. Approved the FY 2017/18 Annual Audit Plan; and
2. Directed the Manager of Internal Audit to finalize the FY 2017/18 Annual Audit Plan.

- H. Adopted Resolution No. 2017-6-13, authorizing the General Manager or his/her designee to file the Groundwater Quality Grant application and execute the grant agreement received from the State Water Resources Control Board (SWRCB) for the Chino Basin Improvement and Groundwater Clean-up Project (Project).

RESOLUTION 2017-6-13
RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND
EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY,
CALIFORNIA, AUTHORIZING ENTERING INTO A
PROPOSITION 1 GRANT FOR THE CHINO BASIN
IMPROVEMENT AND GROUNDWATER CLEAN-UP PROJECT
(for full text, see Resolution Book)

- I. The Board:

1. Awarded Contract No. 4600002329 to West Valley Mosquito and Vector Control District establishing a new contract through June 30, 2019, for midge fly treatment services at recharge basins for a not-to-exceed amount of \$200,000; and
2. Authorize the General Manager to execute the contract.

(Continued...)

J. The Board:

1. Awarded a consulting engineering services contract for the RP-1 Digester Nos. 6 & 7 Roof Repairs, Project No. EN17042, to GHD Inc., for the not-to-exceed amount of \$130,406; and
2. Authorized the General Manager to execute the contract subject to non-substantive changes.

- K. Authorized the purchase of the following Agency-wide insurance policies with an effective date of July 2, 2017, providing coverage through July 1, 2018 for the not-to-exceed budgeted amount of \$843,000;

General Liability: Provides third party liability coverage for bodily injury and property damage for up to \$20,000,000 per policy year;

Automobile Liability: Covers losses to other parties for bodily injury and property damage caused by Agency vehicles for up to \$20,000,000 per accident;

Public Entity Errors and Omissions: Provides a minimum of \$20,000,000 per policy year of protection against claims for damages arising from the negligent acts, errors, and omissions of the Board of Directors and/or Agency staff acting within their professional capacity;

Property, Boiler and Machinery: Provides insurance protection resulting from damage and destruction of property through the California Sanitation Risk Management Authority (CSMRA) Property Program, with a deductible level of \$25,000; and

Excess Workers' Compensation and Employers' Liability: Provides coverage against bodily injury and illness to employees in the scope of their employment insurance, with a Self-Insured Retention (SIR) of \$1,000,000.

- L. Authorized the purchase of 15 to 19 vehicles, including a passenger van, plug-in hybrid and utility trucks; for a combined, not-to-exceed price of \$558,905, including extended warranties, taxes, fees, and delivery charges through the informal bid process and/or negotiated procurements with local dealerships.

M. The Board:

1. Amended and increased the not-to-exceed amount of Contract No. 4600001864 to Vaughn's Industrial Repair, Inc. by \$300,000 to

(Continued...)

M2017-6-3, continued.

provide repair, rebuild, or refurbishment services of rotating machinery for a total aggregate not-to-exceed amount of \$690,000 over the existing three-year period with a one-year option to extend; and

2. Authorize the General Manager to negotiate and finalize the contract amendment.

N. The Board:

1. Awarded a consulting engineering services contract for the Recharge Master Plan Update Basin Improvement Projects, Project Nos. RW15003 and RW15004, to Carollo Engineering, Inc. for the not-to-exceed amount of \$1,510,628; and
2. Authorized the General Manager to execute the contract subject to non-substantive changes.

O. The Board:

1. Approved a task order to master services contract 4600002275 for consulting services related to the Chino Basin Water Bank Program, Project No. WR18028, to Arcadis U.S., Inc. for the not-to-exceed amount of \$472,687;
2. Amended the Cost Sharing Letter agreement with the Chino Basin Water Bank parties to increase the not-to-exceed cost sharing amount of \$150,000 per party; and
3. Authorized the General Manager to execute the task order and the cost sharing letter agreement amendment, subject to non-substantive changes.

P. The Board:

1. Approved the SARCCUP Cost Sharing Letter Agreement for conservation measures for the not-to-exceed amount of \$165,200; and
2. Authorized the General Manager to execute the requisite document.

ACTION ITEM

ADOPTION OF RESOLUTION NO. 2017-6-17, COMMENDING GENERAL MANAGER CELESTE CANTÚ FOR HER 10 YEARS OF PUBLIC SERVICE WITH THE SANTA ANA WATER PROJECT AUTHORITY

Upon motion by Director Hofer, seconded by Director Elie, and unanimously carried (4-0):

M2017-6-5

MOVED, to adoption of Resolution 2017-6-17, commending General Manager Celeste Cantú for her 10 years of public service with the Santa Ana Water Project Authority (SAWPA).

**RESOLUTION 2017-6-17
RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND
EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY,
CALIFORNIA, COMMENDING GENERAL MANAGER CELESTE
CANTÚ FOR 10 YEARS OF SERVICE WITH THE SANTA ANA
WATERSHED PROJECT AUTHORITY (for full text, see Resolution
Book)**

INFORMATION ITEMS

**ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES
(POWERPOINT)**

Manager of Engineering Shaun Stone gave a PowerPoint presentation on the Engineering and Construction Management project updates. He provided updates on the following projects: EN15008 – Water Quality Laboratory; EN14018 – RP-4 Disinfection Facility Improvements; EN17044 – RP-1 Power Reliability Generator Control Upgrades; EN17059 – RP-1 Iron Sponges Installation; EN17006 – CCWRF Asset Management and Improvements; EN17042 – RP-1 Digester 6 and 7 Roof Repairs.

MWD UPDATE (ORAL)

Senior Engineer Jason Pivovarovoff gave an update on the water condition and sales at Metropolitan Water District of Southern California. He stated that the State Water Project allocations remain at 85 percent; north Sierra precipitation is at 195 percent (95 inches); snowpack is at 166 percent (run-off of about 40 million acre feet); and an increase in storage forecast of an increase of up to 1.3 million acre feet (MAF). He also gave an update and discussion ensued about the issue of the quagga mussels. Mr. Pivovarovoff also gave an update on the Dry Year Yield (DYY) Program. Discussion ensued about the different recharge basins, identified losses, and scheduled rates from MWD.

THE FOLLOWING INFORMATION ITEMS WERE RECEIVED AND FILED BY THE BOARD:

PUBLIC OUTREACH AND COMMUNICATION

LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES

LEGISLATIVE REPORT FROM WEST COAST ADVISORS

LEGISLATIVE REPORT FROM AGRICULTURAL RESOURCES

CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT

FEDERAL LEGISLATIVE TRACKING MATRIX

STATE LEGISLATIVE TRACKING MATRIX

TREASURER’S REPORT OF FINANCIAL AFFAIRS

FISCAL YEAR 2016/17 THIRD QUARTER BUDGET VARIANCE, PERFORMANCE GOALS UPDATES, AND BUDGET TRANSFERS

INTERNAL AUDIT DEPARTMENT STATUS REPORT FOR JUNE 2017

AUDIT COMMITTEE FINANCIAL ADVISOR – REQUEST FOR PROPOSAL PROCESS

AUDIT PLANNING COMMUNICATION AS REQUIRED BY SAS 114

WATER USE EFFICIENCY PROGRAM AUDIT

2017 PETTY CASH AUDIT AND FOLLOW-UP REVIEW

FOLLOW-UP REVIEW – HUMAN RESOURCES

AGENCY REPRESENTATIVES’ REPORTS

SAWPA REPORT

Director Hall reported that SAWPA was fairly routine. Eastern Municipal Water District had a discussion comment in regards to the budget. IEUA has approved the budget and SAWPA’s Chief Financial Officer Karen Williams gave a brief report of the status of the approval of SAWPA’s budget by other member agencies.

MWD REPORT

Nothing reported.

REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

Director Parker reported that the Regional Sewerage Program Policy Committee met on June 1, 2017. She stated that Chief Financial Officer Christina Valencia gave a report about the Ten Year Capital Improvement Plan (TYCIP) and IEUA’s biennial budget.

CHINO BASIN WATERMASTER REPORT

Director Elie reported that the Safe Yield has been completed and now Chino Basin Watermaster has moved onto storage.

GENERAL MANAGER’S REPORT

General Manager Joe Grindstaff mentioned that the Agency has just started the summer business casual dress code for the next three months. He reported that Jerry Meral, who was a Deputy Secretary for Governor Brown is working on his own proposed water bond and has sent out a draft proposal of \$7.6 billion. Governor Brown is opposed to the proposed water bond. Mr. Grindstaff wants to make sure that if we bond for money, it’s for projects that should be paid for over time. It’s a big issue that is going on behind the scenes. He is planning on sending his comments back to Mr. Meral. Mr. Grindstaff lastly reported that the American Society for Civil Engineers has awarded IEUA another award for the battery storage.

BOARD OF DIRECTORS’ REQUESTED FUTURE AGENDA ITEMS

There were no Board requested future agenda items.

DIRECTORS' COMMENTS

Director Parker reported that she attended the SAWPA OWOW Conference on May 25, 2017 and they did a great job in discussing key issues in the Santa Ana Watershed, data collection for water and turf removal projects, and other issues.

President Elie reported that he attended the State of the City of Chino with Mayor Ulloa on May 31, 2017. IEUA had a table to support the new mayor. He presented the commendation resolution at the retirement luncheon for Councilmember Glenn Duncan's Retirement Luncheon on June 15, 2017. He reported that he had the pleasure of assisting staff with the tour of the battery storage program and most of RP-5 with Assemblymember Freddie Rodriguez on June 16, 2017. He also completed the last of the meet and greet meetings with Agency staff.

Director Hall reported that she attended the Fontana Parade on June 3, 2017. She was selected by the executive board of CASA to be on the CASA Board of Directors for the next three years.

NEW LAB BUILDING SITE VISIT

The Board of Directors and IEUA staff went on a tour of the lab construction site at RP-5 at 11:09 a.m.

CLOSED SESSION

The Board went into Closed Session at 11:36 a.m., A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(a) – CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: (1) Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010; (2) Mwembu vs. IEUA, Case No. CIVDS 1415762; B. PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR: (1) Supplemental Water Transfer/Purchase, Negotiating Party: General Manager P. Joseph Grindstaff, Under Negotiation: Price and Terms of Purchase; C. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(4) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION; INITIATION OF LITIGATION: Two (2) Cases

The meeting resumed at 12:43 p.m., and General Counsel Jean Cihigoyenetché stated that the below-mentioned matters were discussed in Closed Session, and the Board took the following actions:

Regarding Conference with Legal Counsel – Existing Litigation:

Chino Basin Municipal Water District vs. City of Chino, Case No. RCV51010

Mwembu vs. IEUA, Case No. CIVDS 1415762

The Board took no reportable action.

Regarding Conference with Real Property Negotiator:

Supplemental Water Transfer/Purchase

The Board took no reportable action.

Regarding Conference with Legal Counsel – Anticipated Litigation; Initiation of Litigation:

Two Cases

The Board took no reportable action.

With no further business, President Elie adjourned the meeting at 12:44 p.m.

Jasmin A. Hall, Secretary/Treasurer

APPROVED: JULY 19, 2017



**MINUTES OF THE SPECIAL
MEETING OF
THE
INLAND EMPIRE UTILITIES AGENCY
BOARD OF DIRECTORS**

**WEDNESDAY, JULY 6, 2017
9:00 A.M.**

DIRECTORS PRESENT:

Steven J. Elie, President
Michael Camacho, Vice President
Jasmin A. Hall, Secretary/Treasurer
Paul Hofer
Kati Parker

DIRECTORS ABSENT:

None

STAFF PRESENT:

P. Joseph Grindstaff, General Manager
April Woodruff, Board Secretary/Office Manager

OTHERS PRESENT:

Jean Cihigoyenette, JC Law Firm
Norm Roberts, Roberts Consulting Group, Inc.

A special meeting of the Board of Directors of the Inland Empire Utilities Agency* was held at the office of the Agency, 6075 Kimball Avenue, Bldg. A, Chino, California on the above date.

President Elie called the meeting to order at 9:05 a.m. He dispensed with the Pledge of Allegiance to the flag. A quorum was present.

President Elie stated that members of the public may address the Board. There was no one desiring to do so.

President Elie asked if there were any changes/additions/deletions to the agenda. There were no changes/additions/deletions to the agenda.

(Director Camacho entered the meeting room at 9:09 a.m.)

CLOSED SESSION

The Board went into Closed Session at 9:08 a.m., A. PURSUANT TO GOVERNMENT CODE SECTION 54954.5 – PUBLIC EMPLOYMENT

General Manager

The meeting resumed at 10:17 a.m., and General Counsel Jean Cihigoyenette stated that the below-mentioned matters were discussed in Closed Session:

Pursuant to Government Code Section 54954.5 – Public Employment

General Manager

The Board took no reportable action.

With no further business, President Elie adjourned the meeting at 10:17 a.m.

Jasmin A. Hall, Secretary/Treasurer

APPROVED: JULY 19, 2017

CONSENT
CALENDAR
ITEM

2B

Date: July 19, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff
General Manager 

Subject: Adoption of Resolution No. 2017-7-4, Commending Executive Director Eunice Ulloa for Her 12 Years of Public Service with the Chino Basin Water Conservation District

RECOMMENDATION

It is recommended that the Board of Directors adopt Resolution No. 2017-7-4, commending Executive Director Eunice Ulloa for her 12 years of public service with the Chino Basin Water Conservation District.

BACKGROUND

Executive Director Eunice Ulloa is retiring from the Chino Basin Water Conservation District (District) after 12 years of service. Executive Director Eunice Ulloa is the Mayor for the City of Chino and the City's representative on the Santa Ana Watershed Advisory Council and the Southern California Water Committee. She also serves as the Vice Chairperson of the Industrial Development Authority and serves as a Council representative at the Chino Valley Unified School Board meetings and is a member of the Ontario International Airport Interagency Collaborative.

Executive Director Eunice Ulloa has overseen the development of a Strategic Plan for the District that would guide the evolution of the agency's focus and its establishment as a leader in water conservation education, outreach, and landscape transformation. Under the leadership of Executive Director Eunice Ulloa, the District created the Recycled Water Conversion Programs which, between 2008 and 2015, provided over \$300,000 to convert 15 parks and 18 schools to recycled water for landscape irrigation and has contributed to numerous water conservation projects and programs.

This Resolution will be formally presented, along with best wishes, to Executive Director Eunice Ulloa at her Retirement Celebration on Monday, July 31, 2017.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

None.

RESOLUTION NO. 2017-7-4

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, COMMENDING EXECUTIVE DIRECTOR EUNICE ULLOA FOR 12 YEARS OF SERVICE WITH THE CHINO BASIN WATER CONSERVATION DISTRICT

EXECUTIVE DIRECTOR EUNICE ULLOA

WHEREAS, Executive Director Eunice Ulloa is retiring from the Chino Basin Water Conservation District (District) after 12 years of service;

WHEREAS, Executive Director Eunice Ulloa is the Mayor for the City of Chino and the City's representative on the Santa Ana Watershed Advisory Council and the Southern California Water Committee;

WHEREAS, Executive Director Eunice Ulloa serves as the Vice Chairperson of the Industrial Development Authority and serves as a Council representative at the Chino Valley Unified School Board meetings and is a member of the Ontario International Airport Interagency Collaborative;

WHEREAS, Executive Director Eunice Ulloa has overseen the development of a Strategic Plan for the District that would guide the evolution of the District's focus and its establishment as a leader in water conservation education, outreach, and landscape transformation;

WHEREAS, under the leadership of Executive Director Eunice Ulloa, the District created the Recycled Water Conversion Programs which, between 2008 and 2015, provided over \$300,000 to convert 15 parks and 18 schools to recycled water for landscape irrigation; and

WHEREAS, under the leadership of Executive Director Eunice Ulloa, the District has contributed to numerous water conservation projects and programs.

NOW, THEREFORE, BE IT RESOLVED, that the Inland Empire Utilities Agency's Board of Directors does hereby publicly extend its most sincere appreciation to General Manager Eunice Ulloa for her 12 years of service as the Executive Director of the Chino Basin Water Conservation District. Her work ethic and dedication to the region and the residents of the Inland Empire are to be commended.

ADOPTED this 19th day of July, 2017.

Steven J. Elie, President of the Inland Empire Utilities Agency* and of the Board of Directors thereof

Resolution No. 2017-7-4

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ATTEST:

Jasmin A. Hall, Secretary/Treasurer of the
Inland Empire Utilities Agency* and of the
Board of Directors Thereof

CONSENT
CALENDAR
ITEM

2C



Date: July 19, 2017

To: The Honorable Board of Directors

Through: Finance and Administration Committee (7/12/17)

From:  P. Joseph Grindstaff
General Manager

Submitted by:  Christina Valencia
Chief Financial Officer/Assistant General Manager

 #882 Javier Chagoyen-Lazaro
Manager of Finance and Accounting

Subject: Report on General Disbursements

RECOMMENDATION

It is recommended that the Board of Directors approve the total disbursements for the month of May 2017, in the amount of \$11,742,874.41.

BACKGROUND

May disbursement activity includes vendor check payments of \$4,877,612.35 and worker's compensation check payments of \$2,032.77. The total amount of ACH payments was \$1,720,427.73. The total amount of wire transfer payments (excluding payroll) was \$3,744,936.20. The total pay for the Board of Directors was \$5,912.85. The total pay for employees was \$1,391,952.51.

Attachment	Payment Type	Amount
1	Vendor Checks	\$4,877,612.35
2	Workers' Comp Checks	\$2,032.77
3	Vendor ACHs	\$1,720,427.73
4	Vendor Wires (excludes Payroll)	\$3,744,936.20
5	Payroll-Net Pay-Directors	\$5,912.85
6	Payroll-Net Pay-Employees	\$1,391,952.51
Total Disbursements		\$11,742,874.41

Report on General Disbursements

July 19, 2017

Page 2

Payments to vendors this month above \$500,000 include:

Vendor	Amount	Description
MWD	1,735,148.63	March 2017 Water Purchase
J F SHEA	1,646,505.11	EN16024 Pay Est 5, EN17040 Pay Est 4
I R S	968,194.78	P/R 9, 10, 11, DIR 005 Taxes
PERS	849,988.43	5/17 Hlth Ins; P/R 10,11, DIR 005 PERS Cont
KEMP BROS CONST	612,340.86	EN15008-Water Quality Lab 4/17 Pay Est 8

The report on general disbursements is consistent with the Agency's Business Goal of Fiscal Responsibility in providing financial reporting that accounts for general disbursements associated with operating requirements.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The cash held by the Agency's various funds, including the Administrative Services (GG) Fund, is reduced as a result of paying the Agency's authorized expenditures.

Attachment 1

Vendor Checks

Bank			CITIZENS BUSINESS BANK			ONTARIO CA 917610000	
Bank Key			122234149				
Acct number			CHECK 231167641				
Check number from to	Payment	Part date	Cray	Amount paid (FC)	Recipient/void reason code	Enca./void	
219017	2200082665	05/04/2017	USD	1,145.96	ACCUSTANDARD INC NEW HAVEN CT	05/12/2017	
219018	2200082673	05/04/2017	USD	1,566.00	AEROTEK INC ATLANTA GA	05/08/2017	
219019	2200082653	05/04/2017	USD	1,373.92	AIRGAS WEST INC PASADENA CA	05/08/2017	
219020	2200082682	05/04/2017	USD	116.00	ALLIANT INSURANCE SERVICES INCSAN DIEGO CA	05/10/2017	
219021	2200082688	05/04/2017	USD	8,402.16	ALLIED UNIVERSAL SECURITY SERVPASADENA CA	05/08/2017	
219022	2200082698	05/04/2017	USD	350.00	ALTA LOMA SCHOOL DISTRICT ALTA LOMA CA	05/09/2017	
219023	2200082663	05/04/2017	USD	232.05	AMERICAN COMPRESSOR CO SANTA FE SPRINGS CA	05/18/2017	
219024	2200082732	05/04/2017	USD	239.14	AMERICAN HERITAGE LIFE INSURANDALLAS TX	05/11/2017	
219025	2200082659	05/04/2017	USD	1,021.60	APPELONE EMPLOYMENT SERVICES GLENDALE CA	05/09/2017	
219026	2200082689	05/04/2017	USD	1,724.00	ASAP INDUSTRIAL SUPPLY FONTANA CA	05/10/2017	
219027	2200082670	05/04/2017	USD	384.00	ASBCSD HESPERIA CA	05/09/2017	
219028	2200082692	05/04/2017	USD	1,185.80	AUTOZONE INC ATLANTA GA	05/10/2017	
219029	2200082720	05/04/2017	USD	175.00	BARRON, GREG CHINO HILLS CA	05/10/2017	
219030	2200082662	05/04/2017	USD	7,357.50	BLACK & VEATCH CORPORATION KANSAS CITY MO	05/08/2017	
219031	2200082672	05/04/2017	USD	495.22	BOGT BARN INC IRVINE CA	05/15/2017	
219032	2200082695	05/04/2017	USD	23,977.50	BRIGHTVIEW LANDSCAPE SERVICES LOS ANGELES CA	05/08/2017	
219033	2200082696	05/04/2017	USD	7,328.93	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	05/10/2017	
219034	2200082666	05/04/2017	USD	145.49	CALOLYMPIC SAFETY CORONA CA	05/09/2017	
219035	2200082641	05/04/2017	USD	1,683.62	CALTROL INC LOS ANGELES CA	05/08/2017	
219036	2200082707	05/04/2017	USD	500.00	CENTRALIA SCHOOL DISTRICT BUENA PARK CA	05/15/2017	
219037	2200082674	05/04/2017	USD	387.86	CHINO VALLEY UNIFIED SCHOOL DICHINO CA	05/09/2017	
219038	2200082683	05/04/2017	USD	1,890.81	CINTAS CORPORATION LOC#150 PHOENIX AZ	05/09/2017	
219039	2200082697	05/04/2017	USD	31,411.03	CIVILTEC ENGINEERING, INC. MONROVIA CA	05/09/2017	
219040	2200082643	05/04/2017	USD	830.29	COLE PARMER INSTRUMENT CO CHICAGO IL	05/08/2017	
219041	2200082714	05/04/2017	USD	347.26	COLONIAL LIFE & ACCIDENT INSURCOLUMBIA SC	05/10/2017	
219042	2200082685	05/04/2017	USD	340.00	CRB SECURITY SOLUTIONS WESTMINSTER CA	05/10/2017	
219043	2200082719	05/04/2017	USD	90.30	DAVIS, MARTHA CHINO HILLS CA	06/02/2017	
219044	2200082661	05/04/2017	USD	2,171.42	DELL MARKETING L P PASADENA CA	05/08/2017	
219045	2200082723	05/04/2017	USD	1,702.73	DIAS, MICHAEL CHINO HILLS CA	05/10/2017	
219046	2200082690	05/04/2017	USD	918.53	DOWNES ENERGY CORONA CA	05/09/2017	
219047	2200082721	05/04/2017	USD	296.67	ELIE, STEVE CHINO HILLS CA	05/16/2017	
219048	2200082700	05/04/2017	USD	500.00	ETIWANDA SCHOOL DISTRICT ETIWANDA CA	05/17/2017	
219049	2200082691	05/04/2017	USD	250.00	EUROFINS EATON ANALYTICAL, INCGRAPEVINE TX	05/09/2017	
219050	2200082699	05/04/2017	USD	126,741.40	FERREIRA COASTAL CONSTRUCTION BRANCBURG NJ	05/09/2017	
219051	2200082718	05/04/2017	USD	2,217.90	FIDELITY SECURITY LIFE INSURANCINCINNATI OH	05/09/2017	
219052	2200082645	05/04/2017	USD	637.88	FISHER SCIENTIFIC LOS ANGELES CA	05/08/2017	
219053	2200082667	05/04/2017	USD	374.76	FLORENCE FILTER CORP COMPTON CA	05/15/2017	
219054	2200082710	05/04/2017	USD	648.02	FONTANA WATER COMPANY FONTANA CA	05/10/2017	
219055	2200082711	05/04/2017	USD	2,315.58	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	05/12/2017	
219056	2200082656	05/04/2017	USD	2,636.81	GRAINGER PALATINE IL	05/09/2017	
219057	2200082684	05/04/2017	USD	197.72	GRISWOLD INDUSTRIES COSTA MESA CA	05/10/2017	
219058	2200082676	05/04/2017	USD	903.91	HACH COMPANY CHICAGO IL	05/08/2017	
219059	2200082646	05/04/2017	USD	4,377.22	HARRINGTON INDUSTRIAL PLASTICSCHINO CA	05/09/2017	
219060	2200082647	05/04/2017	USD	1,307.65	HOME DEPOT CREDIT SERVICES DES MOINES IA	05/11/2017	
219061	2200082657	05/04/2017	USD	306.00	HSW RR INC RANCHO CUCAMONGA CA	05/09/2017	
219062	2200082658	05/04/2017	USD	2,129.14	HUB CONSTRUCTION SPECIALTIES ISAN BERNARDINO CA	05/09/2017	

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219063	2200082680	05/04/2017	USD	700.21	I D SYSTEMS & SUPPLIES CO CARSON CA	06/01/2017
219064	2200082706	05/04/2017	USD	275.77	IE GOURMET FOOD TRUCKS LLC REDLANDS CA	05/09/2017
219065	2200082655	05/04/2017	USD	292.95	INTERSTATE BATTERY SYSTEM ALTA LOMA CA	05/30/2017
219066	2200082686	05/04/2017	USD	1,150.00	JB'S POOLS & PONDS INC UPLAND CA	05/09/2017
219067	2200082648	05/04/2017	USD	3,809.12	JENSEN INSTRUMENT CO AZUSA CA	05/11/2017
219068	2200082649	05/04/2017	USD	1,190.24	JOHNSON POWER SYSTEMS LOS ANGELES CA	05/08/2017
219069	2200082705	05/04/2017	USD	470.00	KELLY ASSOCIATES MANAGEMENT GRFULLERTON CA	05/10/2017
219070	2200082664	05/04/2017	USD	2,387.09	KONICA MINOLTA BUSINESS SOLUTIPASADENA CA	05/09/2017
219071	2200082671	05/04/2017	USD	32,191.80	LEE & RO INC CITY OF INDUSTRY CA	05/09/2017
219072	2200082725	05/04/2017	USD	147.45	LEE, SALLY H CHINO HILLS CA	05/05/2017
219073	2200082717	05/04/2017	USD	281.00	LEGALSHIELD ADA OK	05/12/2017
219074	2200082716	05/04/2017	USD	29,187.54	LIFE INSURANCE COMPANY OF PHILADELPHIA PA	05/10/2017
219075	2200082726	05/04/2017	USD	44.41	LIN, EDDIE CHINO HILLS CA	05/11/2017
219076	2200082704	05/04/2017	USD	3,313.63	LOCAL GOVERNMENT COMMISSION SACRAMENTO CA	05/10/2017
219077	2200082724	05/04/2017	USD	29.03	MANTILLA, LAURA CHINO HILLS CA	05/09/2017
219078	2200082687	05/04/2017	USD	684.50	MARS ENVIRONMENTAL INC ANAHEIM CA	05/18/2017
219079	2200082694	05/04/2017	USD	103,967.13	MICROAGE PHOENIX AZ	05/10/2017
219080	2200082668	05/04/2017	USD	129.30	MIDPOINT BEARING ONTARIO CA	05/08/2017
219081	2200082654	05/04/2017	USD	1,294.30	MISSION REPROGRAPHICS RIVERSIDE CA	05/11/2017
219082	2200082660	05/04/2017	USD	7,500.00	MOODY'S INVESTORS SERVICE ATLANTA GA	05/10/2017
219083	2200082675	05/04/2017	USD	125.00	NATIONAL BUSINESS INVESTIGATIONMURRIETA CA	05/10/2017
219084	2200082681	05/04/2017	USD	2,389.83	NEW RESOURCES GROUP INC FAIRFIELD CT	05/09/2017
219085	2200082644	05/04/2017	USD	275.22	OFFICE DEPOT PHOENIX AZ	05/09/2017
219086	2200082702	05/04/2017	USD	8,627.20	PACIFIC COURTIERS INC FULLERTON CA	05/09/2017
219087	2200082715	05/04/2017	USD	193.08	PERS LONG TERM CARE PROGRAM PASADENA CA	05/10/2017
219088	2200082678	05/04/2017	USD	2,970.11	PLUMBERS DEPOT INC HAWTHORNE CA	05/09/2017
219089	2200082701	05/04/2017	USD	346.97	PROGROUP IRVINE CA	05/10/2017
219090	2200082650	05/04/2017	USD	4,533.17	RAMONA TIRE & SERVICE CENTERS HEMET CA	05/18/2017
219091	2200082642	05/04/2017	USD	253.04	RBM LOCK & KEY ONTARIO CA	05/12/2017
219092	2200082651	05/04/2017	USD	10,985.75	RMA GROUP RANCHO CUCAMONGA CA	05/11/2017
219093	2200082703	05/04/2017	USD	1,781.25	SIERRA WATER GROUP INC LAGUNA NIGUEL CA	05/16/2017
219094	2200082708	05/04/2017	USD	14,193.90	SO CALIF EDISON ROSEMEAD CA	05/08/2017
219095	2200082709	05/04/2017	USD	536.80	SO CALIF GAS MONTEREY PARK CA	05/17/2017
219096	2200082693	05/04/2017	USD	1,200.00	STAFFING NETWORK LLC CAROL STREAM IL	05/09/2017
219097	2200082679	05/04/2017	USD	48,250.00	STANTEC CONSULTING INC CHICAGO IL	05/08/2017
219098	2200082669	05/04/2017	USD	1,642.62	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	05/10/2017
219099	2200082722	05/04/2017	USD	2,500.00	TRAN, TIFFANY CHINO HILLS CA	05/18/2017
219100	2200082652	05/04/2017	USD	5,970.67	WEST VALLEY MOSQUITO AND ONTARIO CA	05/08/2017
219101	2200082713	05/04/2017	USD	2,756.60	WESTERN DENTAL PLAN ORANGE CA	05/11/2017
219102	2200082677	05/04/2017	USD	194.77	WORLDWIDE EXPRESS ALBANY NY	05/09/2017
219103	2200082728	05/04/2017	USD	288.00	MARIA FRESQUEZ N LAS VEGAS NV	05/10/2017
219104	2200082785	05/11/2017	USD	783.00	AEROTEK INC ATLANTA GA	05/16/2017
219105	2200082756	05/11/2017	USD	1,420.69	AIRGAS WEST INC PASADENA CA	05/17/2017
219106	2200082818	05/11/2017	USD	653.97	ALTA FOODCRAFT COFFEE LONG BEACH CA	05/17/2017
219107	2200082765	05/11/2017	USD	191.00	AMERICAN CHEMICAL SOCIETY COLUMBUS OH	05/18/2017
219108	2200082812	05/11/2017	USD	3,500.00	AMP MECHANICAL INC COSTA MESA CA	05/18/2017

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219109	2200082760	05/11/2017	USD	2,043.20	APPLSONE EMPLOYMENT SERVICES GLENDALE CA	05/17/2017	
219110	2200082820	05/11/2017	USD	482.38	ASAP INDUSTRIAL SUPPLY FONTANA CA	05/16/2017	
219111	2200082777	05/11/2017	USD	32.00	ASBCSD HESPERIA CA	05/22/2017	
219112	2200082829	05/11/2017	USD	1,354.54	AUTOZONE INC ATLANTA GA	05/19/2017	
219113	2200082821	05/11/2017	USD	14,400.00	BAGHOUSE & INDUSTRIAL SHEET MECORONA CA	05/16/2017	
219114	2200082783	05/11/2017	USD	169.70	BOOT BARN INC IRVINE CA	05/19/2017	
219115	2200082770	05/11/2017	USD	6,985.40	BRAGG CRANE SERVICE LONG BEACH CA	05/17/2017	
219116	2200082832	05/11/2017	USD	2,040.00	BRIGHTVIEW LANDSCAPE SERVICES LOS ANGELES CA	05/15/2017	
219117	2200082859	05/11/2017	USD	7,204.30	BURRTEC WASTE INDUSTRIES INC FONTANA CA	05/17/2017	
219118	2200082840	05/11/2017	USD	21,153.76	BUSINESS CARD WILMINGTON DE	05/16/2017	
219119	2200082763	05/11/2017	USD	516.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	05/24/2017	
219120	2200082769	05/11/2017	USD	736.32	CALIFORNIA NEWSPAPER SERVICE BLOS ANGELES CA	05/16/2017	
219121	2200082811	05/11/2017	USD	8,000.00	CALIFORNIA STRATEGIES LLC SACRAMENTO CA	05/17/2017	
219122	2200082835	05/11/2017	USD	10,567.92	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	05/16/2017	
219123	2200082836	05/11/2017	USD	1,125.00	CAMET RESEARCH, INC. GOLETA CA	05/17/2017	
219124	2200082882	05/11/2017	USD	115.56	CAMPOS, JESSE CHINO HILLS CA	05/23/2017	
219125	2200082875	05/11/2017	USD	147.63	CARE H TAYLOR III CRYSTAL RIVER FL	05/17/2017	
219126	2200082745	05/11/2017	USD	411.04	CARL WARREN & COMPANY LOS ANGELES CA	05/15/2017	
219127	2200082767	05/11/2017	USD	13,304.81	CAROLLO ENGINEERS INC BALT LAKE CITY UT	05/17/2017	
219128	2200082778	05/11/2017	USD	127.77	CHAPPEY JOINT UNION SCHOOL DISONTARIO CA	05/19/2017	
219129	2200082773	05/11/2017	USD	165.00	CHINO VALLEY INDEPENDENT FIRE CHINO HILLS CA	05/18/2017	
219130	2200082786	05/11/2017	USD	291.70	CHINO VALLEY UNIFIED SCHOOL DICHINO CA	05/18/2017	
219131	2200082803	05/11/2017	USD	5,302.56	CINTAS CORPORATION LOC#150 PHOENIX AZ	05/19/2017	
219132	2200082873	05/11/2017	USD	446.50	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	05/23/2017	
219133	2200082759	05/11/2017	USD	55,145.40	CITY OF CHINO CHINO CA	05/15/2017	
219134	2200082853	05/11/2017	USD	7,326.38	CITY OF CHINO CHINO CA	05/15/2017	
219135	2200082825	05/11/2017	USD	15,887.22	CONSERV CONSTRUCTION INC MURRIETA CA	05/23/2017	
219136	2200082849	05/11/2017	USD	2,825.00	COOMBS SERVICE GROUP ESCONDIDO CA	05/16/2017	
219137	2200082813	05/11/2017	USD	1,065.92	CRB SECURITY SOLUTIONS WESTMINSTER CA	05/22/2017	
219138	2200082795	05/11/2017	USD	3,848.95	CS-AMSCO HUNTINGTON BEACH CA	05/22/2017	
219139	2200082808	05/11/2017	USD	7,339.46	CUMMINS PACIFIC LLC LOS ANGELES CA	05/16/2017	
219140	2200082841	05/11/2017	USD	1,040.00	DAVIS BARBER PRODUCTIONS INC FULLERTON CA	05/16/2017	
219141	2200082887	05/11/2017	USD	95.59	DELGADO, ROBERTO CHINO HILLS CA	05/23/2017	
219142	2200082850	05/11/2017	USD	23,475.52	DORGAN LEGAL SERVICES LLP PASADENA CA	05/22/2017	
219143	2200082817	05/11/2017	USD	100.00	DORST-PORADA, DEBRA ONTARIO CA	05/23/2017	
219144	2200082828	05/11/2017	USD	815.75	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA	05/16/2017	
219145	2200082798	05/11/2017	USD	100.00	ELROD, EARL CHINO CA	05/30/2017	
219146	2200082827	05/11/2017	USD	75.00	EUROFINS EATON ANALYTICAL, INC GRAPEVINE TX	05/16/2017	
219147	2200082747	05/11/2017	USD	259.54	FISHER SCIENTIFIC LOS ANGELES CA	05/15/2017	
219148	2200082796	05/11/2017	USD	1,337.38	FLEMING USA INC DALLAS TX	05/22/2017	
219149	2200082834	05/11/2017	USD	341.25	FONTANA UNIFIED SCHOOL DISTRICT FONTANA CA	05/31/2017	
219150	2200082861	05/11/2017	USD	2,817.64	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	05/23/2017	
219151	2200082823	05/11/2017	USD	12,500.00	GHD PASADENA CA	05/16/2017	
219152	2200082757	05/11/2017	USD	3,297.51	GRAINGER PALATINE IL	05/17/2017	
219153	2200082791	05/11/2017	USD	3,591.07	HACH COMPANY CHICAGO IL	05/16/2017	
219154	2200082886	05/11/2017	USD	124.02	HALL, JASMIN CHINO HILLS CA	05/22/2017	

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219155	2200082748	05/11/2017	USD	777.46	HOME DEPOT CREDIT SERVICES DES MOINES IA	05/22/2017
219156	2200082883	05/11/2017	USD	54.00	HUNTER, BONNIE CHINO HILLS CA	05/22/2017
219157	2200082858	05/11/2017	USD	62,988.79	ENLAND BIOENERGY LLC PONTANA CA	05/23/2017
219158	2200082868	05/11/2017	USD	66.00	ENLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	05/24/2017
219159	2200082794	05/11/2017	USD	189.00	INSTITUTE OF INDUSTRIAL ENGINEER NCROSS GA	05/16/2017
219160	2200082802	05/11/2017	USD	1,107.60	INTEGRATED DESIGN SERVICES INC IRVINE CA	05/16/2017
219161	2200082749	05/11/2017	USD	524.57	LASER LINE RANCHO CUCAMONGA CA	06/08/2017
219162	2200082879	05/11/2017	USD	1,391.72	LAU, ALAN CHINO HILLS CA	05/18/2017
219163	2200082851	05/11/2017	USD	4,200.00	LEARNING TREE INTERNATIONAL USHERNDON VA	05/22/2017
219164	2200082780	05/11/2017	USD	10,267.80	LEE & RO INC CITY OF INDUSTRY CA	05/16/2017
219165	2200082877	05/11/2017	USD	2,523.83	LEE, RANDY CHINO HILLS CA	05/12/2017
219166	2200082881	05/11/2017	USD	99.38	LETJILLE, CHANDER CHINO HILLS CA	06/07/2017
219167	2200082860	05/11/2017	USD	932.88	LEVEL 3 COMMUNICATIONS LLC DENVER CO	05/17/2017
219168	2200082837	05/11/2017	USD	71.00	LITTLE SISTER'S TRUCK WASH, INBONSALL CA	05/17/2017
219169	2200082876	05/11/2017	USD	288.00	MARIA FRESQUEZ N LAS VEGAS NV	05/16/2017
219170	2200082781	05/11/2017	USD	720.00	MCO - THE MICROFILM CO CORONA CA	05/06/2017
219171	2200082771	05/11/2017	USD	1,078.98	MIDPOINT BEARING ONTARIO CA	05/15/2017
219172	2200082880	05/11/2017	USD	217.90	MORGAN-PERALES, LISA CHINO HILLS CA	05/15/2017
219173	2200082889	05/11/2017	USD	144.96	MYKITIA, RICK CHINO HILLS CA	05/22/2017
219174	2200082884	05/11/2017	USD	100.64	NOH, BRIAN CHINO HILLS CA	05/16/2017
219175	2200082746	05/11/2017	USD	1,201.81	OFFICE DEPOT PHOENIX AZ	05/22/2017
219176	2200082854	05/11/2017	USD	641.45	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	05/16/2017
219177	2200082792	05/11/2017	USD	750.00	OSTS INC CHINO CA	05/16/2017
219178	2200082826	05/11/2017	USD	25,141.75	PAMCO MACHINE WORKS INC RANCHO CUCAMONGA CA	05/19/2017
219179	2200082788	05/11/2017	USD	294.00	PANTHER PROTECTION ORANGE CA	05/17/2017
219180	2200082888	05/11/2017	USD	78.38	PARKER, KATI CHINO HILLS CA	05/18/2017
219181	2200082874	05/11/2017	USD	430.50	PATRICK W HUNTER PHELAN CA	05/17/2017
219182	2200082750	05/11/2017	USD	173.69	PATTON SALES CORP ONTARIO CA	05/16/2017
219183	2200082885	05/11/2017	USD	707.80	POMPA, JESSE CHINO HILLS CA	05/16/2017
219184	2200082789	05/11/2017	USD	2,487.60	PONTON INDUSTRIES INC YORBA LINDA CA	05/22/2017
219185	2200082815	05/11/2017	USD	14,180.54	RAFTELIS FINANCIAL CONSULTANTS CHARLOTTE NC	05/18/2017
219186	2200082751	05/11/2017	USD	590.00	RMA GROUP RANCHO CUCAMONGA CA	05/23/2017
219187	2200082805	05/11/2017	USD	100.00	ROGERS, PETER J CHINO HILLS CA	
219188	2200082784	05/11/2017	USD	3,469.56	ROSEMOUNT INC CHICAGO IL	05/16/2017
219189	2200082752	05/11/2017	USD	5,451.33	ROYAL WHOLESALE ELECTRIC ORANGE CA	05/16/2017
219190	2200082800	05/11/2017	USD	51.17	RSD LAKE FOREST CA	05/17/2017
219191	2200082845	05/11/2017	USD	16,145.00	SDT NORTH AMERICA COBOURG ON	05/24/2017
219192	2200082862	05/11/2017	USD	175.70	SHERIFF'S COURT SERVICES SAN BERNARDINO CA	05/25/2017
219193	2200082822	05/11/2017	USD	836.00	SINNOTT, PUEBLA, CAMPAGNE & CULOS ANGELES CA	05/19/2017
219194	2200082753	05/11/2017	USD	337.32	SMART & FINAL LOS ANGELES CA	05/25/2017
219195	2200082824	05/11/2017	USD	1,185.25	SNAP GRAPHICS & DESIGN RANCHO CUCAMONGA CA	05/16/2017
219196	2200082855	05/11/2017	USD	55,427.82	SO CALIF EDISON ROSEMEAD CA	05/16/2017
219197	2200082856	05/11/2017	USD	704.93	SO CALIF GAS MONTEREY PARK CA	05/22/2017
219198	2200082801	05/11/2017	USD	199.00	SOCIETY FOR HUMAN RESOURCE MGBALTIMORE MD	05/16/2017
219199	2200082799	05/11/2017	USD	406.73	STANTEC CONSULTING INC CHICAGO IL	05/17/2017
219200	2200082833	05/11/2017	USD	100.00	STONE, DEBRA KAYE UPLAND CA	

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219202	2200082809	05/11/2017	USD	4,870.43	SUN WIRELESS SAN DIEGO CA	05/18/2017
219203	2200082758	05/11/2017	USD	3,154.19	SUNRISE COLLISION CENTER FONTANA CA	05/22/2017
219204	2200082842	05/11/2017	USD	822.65	SUPERIOR ELECTRIC MOTOR SERVICVERNON CA	05/17/2017
219205	2200082787	05/11/2017	USD	11,730.16	SYSTEMS SOURCE INC IRVINE CA	05/16/2017
219206	2200082764	05/11/2017	USD	129.67	TELEDYNE INSTRUMENTS INC CHICAGO IL	05/17/2017
219207	2200082775	05/11/2017	USD	12,761.91	TELEDYNE INSTRUMENTS INC CHICAGO IL	05/16/2017
219208	2200082843	05/11/2017	USD	33.00	THE SHREDDERS LOS ANGELES CA	05/19/2017
219209	2200082772	05/11/2017	USD	20.00	THREE VALLEYS MWD CLAREMONT CA	
219210	2200082830	05/11/2017	USD	100.00	TIEGS, KATHLEEN ALTA LOMA CA	06/01/2017
219211	2200082776	05/11/2017	USD	17,721.76	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	05/18/2017
219212	2200082766	05/11/2017	USD	150.00	TRI STATE ENVIRONMENTAL SAN BERNARDINO CA	05/22/2017
219213	2200082839	05/11/2017	USD	350.00	TRIEPEI SMITH AND ASSOCIATES, IRVINE CA	05/16/2017
219214	2200082864	05/11/2017	USD	24,297.47	U S BANK FARGO ND	05/16/2017
219215	2200082782	05/11/2017	USD	441.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	05/15/2017
219216	2200082870	05/11/2017	USD	243.33	US DEPARTMENT OF EDUCATION ATLANTA GA	05/19/2017
219217	2200082831	05/11/2017	USD	10,902.58	UTILIQUEST LLC ATLANTA GA	05/16/2017
219218	2200082838	05/11/2017	USD	1,090.00	VEIT CONSULTING INC NAPERVILLE IL	05/17/2017
219219	2200082797	05/11/2017	USD	21,490.00	VALLEY POWER SERVICES INC SAN FRANCISCO CA	05/18/2017
219220	2200082779	05/11/2017	USD	420.38	VERIZON WIRELESS DALLAS TX	05/18/2017
219221	2200082844	05/11/2017	USD	100.00	VINCENT, TRISHA LYNN MONTCLAIR CA	
219222	2200082846	05/11/2017	USD	22,605.00	WALLACE & ASSOCIATES CONSULTINPARK CITY UT	05/16/2017
219223	2200082774	05/11/2017	USD	19,920.51	WATERMAN INDUSTRIES PASADENA CA	05/16/2017
219224	2200082755	05/11/2017	USD	1,306.47	WAXIE SANITARY SUPPLY LOS ANGELES CA	05/17/2017
219225	2200082878	05/11/2017	USD	340.00	WELBORN, ROCKY CHINO HILLS CA	05/16/2017
219226	2200082814	05/11/2017	USD	9,975.50	WESTIN ENGINEERING INC RANCHO CORDOVA CA	05/16/2017
219227	2200082816	05/11/2017	USD	4,315.00	WORKFORCE SAFETY MURRIETA CA	05/26/2017
219228	2200082793	05/11/2017	USD	2,226.12	WORLDWIDE EXPRESS ALBANY NY	05/17/2017
219229	2200082892	05/11/2017	USD	137.44	SO CALIF EDISON ROSEMEAD CA	05/16/2017
219230	2200082985	05/18/2017	USD	350.00	ACOSTA-GRILJALVA, SHARON CHINO HILLS CA	05/30/2017
219231	2200082912	05/18/2017	USD	3,896.58	AIRGAS WEST INC PASADENA CA	05/22/2017
219232	2200082917	05/18/2017	USD	2,369.57	ALL AMERICAN CRANE MAINTENANCEWALNUT CA	05/23/2017
219233	2200082951	05/18/2017	USD	635.76	ALLIED UNIVERSAL SECURITY SERVPASADENA CA	05/22/2017
219234	2200082961	05/18/2017	USD	146.15	ALMASRI, ADHAM CHINO HILLS CA	05/30/2017
219235	2200082947	05/18/2017	USD	1,437.32	AMERICAN PRINTING & PROMOTIONSEASTVALE CA	05/24/2017
219236	2200082986	05/18/2017	USD	371.21	ARELLANO, TONY CHINO HILLS CA	05/30/2017
219237	2200082932	05/18/2017	USD	270.00	BABCOCK LABORATORIES, INC RIVERSIDE CA	05/23/2017
219238	2200082958	05/18/2017	USD	726.19	BERLIN PACKAGING LLC CHICAGO IL	05/22/2017
219239	2200082925	05/18/2017	USD	3,069.75	BRAGG CRANE SERVICE LONG BEACH CA	05/23/2017
219240	2200082959	05/18/2017	USD	10,397.44	BRIGHTVIEW LANDSCAPE SERVICES LOS ANGELES CA	05/22/2017
219241	2200082949	05/18/2017	USD	168.00	BURLINGTON SAFETY LAB OF CALIFWESTMINSTER CA	05/23/2017
219242	2200082960	05/18/2017	USD	14,402.12	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	05/22/2017
219243	2200082924	05/18/2017	USD	2,160.28	CAROLLO ENGINEERS INC SALT LAKE CITY UT	05/23/2017
219244	2200082936	05/18/2017	USD	1,444.50	CASC ENGINEERING AND CONSULTINCOLTON CA	05/26/2017
219245	2200082923	05/18/2017	USD	295.00	CHINO VALLEY CHAMBER OF COMMERCHINO CA	05/23/2017
219246	2200082946	05/18/2017	USD	3,958.54	CINTAS CORPORATION LOC#150 PHOENIX AZ	05/23/2017

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219248	2200082915	05/18/2017	USD	460.00	CITY OF CHINO CHINO CA	05/22/2017
219249	2200082902	05/18/2017	USD	64.43	CITY RENTALS INC ONTARIO CA	05/25/2017
219250	2200082963	05/18/2017	USD	476.00	COLTON UNIFIED SCHOOL DISTRICTCOLTON CA	
219251	2200082916	05/18/2017	USD	60.00	CUCAMONGA VALLEY WATER DISTRICTRANCHO CUCAMONGA CA	05/30/2017
219252	2200082940	05/18/2017	USD	22,335.26	DAVIS ELECTRIC INC YUCAIPA CA	05/23/2017
219253	2200082937	05/18/2017	USD	1,742.88	DESERT PUMPS AND PARTS INC BELLA VISTA AR	05/23/2017
219254	2200082955	05/18/2017	USD	460.17	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA	05/23/2017
219255	2200082956	05/18/2017	USD	1,550.00	EPI-USE AMERICA INC ATLANTA GA	05/30/2017
219256	2200082953	05/18/2017	USD	1,000.00	EPIC LAND SOLUTIONS INC PHOENIX AZ	05/23/2017
219257	2200082978	05/18/2017	USD	199.00	ESCOBAR, MARY CHINO HILLS CA	06/05/2017
219258	2200082954	05/18/2017	USD	120.00	EUROFINS EATON ANALYTICAL, INCGRAPEVINE TX	05/23/2017
219259	2200082966	05/18/2017	USD	108,341.97	FACILITY SOLUTIONS GROUP INC PLACENTIA CA	05/30/2017
219260	2200082962	05/18/2017	USD	84,065.93	FERREIRA COASTAL CONSTRUCTION BRANCBURG NJ	05/23/2017
219261	2200082904	05/18/2017	USD	2,379.75	FISHER SCIENTIFIC LOS ANGELES CA	05/22/2017
219262	2200082976	05/18/2017	USD	3,097.29	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	05/26/2017
219263	2200082914	05/18/2017	USD	442.14	GRAINGER PALATINE IL	05/24/2017
219264	2200082905	05/18/2017	USD	83.64	HOME DEPOT CREDIT SERVICES DES MOINES IA	05/25/2017
219265	2200082928	05/18/2017	USD	591.33	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	05/23/2017
219266	2200082921	05/18/2017	USD	1,646,505.11	J F SHEA CONSTRUCTION INC WALNUT CA	05/23/2017
219267	2200082906	05/18/2017	USD	9,876.84	J R FILANC CONSTRUCTION CO. INCESCONDIDO CA	05/23/2017
219268	2200082907	05/18/2017	USD	9,060.45	JOHNSON POWER SYSTEMS LOS ANGELES CA	05/22/2017
219269	2200082968	05/18/2017	USD	612,340.86	KEMP BROS CONSTRUCTION INC SANTA FE SPRINGS CA	05/23/2017
219270	2200082919	05/18/2017	USD	2,927.15	KONICA MINOLTA PASADENA CA	05/22/2017
219271	2200082918	05/18/2017	USD	980.33	KONICA MINOLTA BUSINESS SOLUTIPASADENA CA	05/22/2017
219272	2200082982	05/18/2017	USD	350.00	LOPEZ, ALEX CHINO HILLS CA	05/23/2017
219273	2200082965	05/18/2017	USD	503.58	MANAGED MOBILE INC PLACENTIA CA	05/24/2017
219274	2200082987	05/18/2017	USD	350.00	MANTILLA, LAURA CHINO HILLS CA	05/22/2017
219275	2200082988	05/18/2017	USD	393.25	KYKITA, RICK CHINO HILLS CA	05/22/2017
219276	2200082933	05/18/2017	USD	290.00	NATIONAL BUSINESS INVESTIGATIONMURRIETA CA	05/23/2017
219277	2200082942	05/18/2017	USD	2,202.00	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	05/23/2017
219278	2200082920	05/18/2017	USD	4,942.30	NEPTUNE CHEMICAL PUMP CO CHICAGO IL	05/23/2017
219279	2200082948	05/18/2017	USD	863.53	NESTLE WATERS NORTH AMERICA LOUISVILLE KY	05/30/2017
219280	2200082969	05/18/2017	USD	12,639.34	NEW MILLENNIUM CONSTRUCTION CHINO HILLS CA	05/23/2017
219281	2200082964	05/18/2017	USD	18,623.50	O C VACUUM INC CITY OF INDUSTRY CA	05/24/2017
219282	2200082903	05/18/2017	USD	483.05	OFFICE DEPOT PHOENIX AZ	05/23/2017
219283	2200082930	05/18/2017	USD	150.91	ONTARIO MONTCLAIR SCHOOL DISTRONTARIO CA	05/24/2017
219284	2200082972	05/18/2017	USD	4,376.17	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	05/22/2017
219285	2200082977	05/18/2017	USD	96.54	PERS LONG TERM CARE PROGRAM PASADENA CA	05/22/2017
219286	2200082913	05/18/2017	USD	182.75	PETE'S ROAD SERVICE FULLERTON CA	05/24/2017
219287	2200082983	05/18/2017	USD	78.65	PIVOVAROFF, JASON CHINO HILLS CA	06/12/2017
219288	2200082908	05/18/2017	USD	676.99	RAMONA TIRE & SERVICE CENTERS HEMET CA	06/01/2017
219289	2200082901	05/18/2017	USD	1,971.25	REB LOCK & KEY ONTARIO CA	05/26/2017
219290	2200082927	05/18/2017	USD	225.00	RED WING SHOE STORE CORONA CA	05/25/2017
219291	2200082926	05/18/2017	USD	431.52	RED WING SHOE STORE UPLAND CA	05/26/2017
219292	2200082909	05/18/2017	USD	20,684.20	RMA GROUP RANCHO CUCAMONGA CA	06/01/2017

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219293	2200082922	05/18/2017	USD	29,905.00	RMS ENGINEERING & DESIGN CORONA DEL MAR CA	05/23/2017
219294	2200082910	05/18/2017	USD	1,713.49	ROYAL WHOLESALE ELECTRIC ORANGE CA	05/23/2017
219295	2200082943	05/18/2017	USD	120.14	RSD LAKE FOREST CA	05/24/2017
219296	2200082945	05/18/2017	USD	214,025.50	SCW CONTRACTING CORPORATION FALLBROOK CA	05/26/2017
219297	2200082911	05/18/2017	USD	243.14	SMART & FINAL LOS ANGELES CA	05/31/2017
219298	2200082973	05/18/2017	USD	124,407.44	SO CALIF EDISON ROSEMEAD CA	05/23/2017
219299	2200082974	05/18/2017	USD	138.86	SO CALIF GAS MONTEREY PARK CA	05/31/2017
219300	2200082957	05/18/2017	USD	1,140.00	STAFFING NETWORK LLC CAROL STREAM IL	05/23/2017
219301	2200082941	05/18/2017	USD	55,337.37	SWRCB ACCOUNTING OFFICE SACRAMENTO CA	05/24/2017
219302	2200082971	05/18/2017	USD	100.00	TAHAN, MICHAEL FONTANA CA	05/30/2017
219303	2200082929	05/18/2017	USD	1,598.94	TOM DODSON & ASSOCIATES SAN BERNARDINO CA	05/23/2017
219304	2200082935	05/18/2017	USD	1,273.00	TRIMAX SYSTEMS INC BREA CA	06/02/2017
219305	2200082931	05/18/2017	USD	323.00	U-S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	05/22/2017
219306	2200082944	05/18/2017	USD	530.00	UC REGENTS RIVERSIDE CA	05/30/2017
219307	2200082934	05/18/2017	USD	4.70	UNITED STATES PLASTIC CORP LIMA OH	05/26/2017
219308	2200082950	05/18/2017	USD	8,908.27	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	05/23/2017
219309	2200082984	05/18/2017	USD	96.21	VANBREUKELN, ALBERT CHINO HILLS CA	
219310	2200082980	05/18/2017	USD	350.00	VELARDE, TERESA CHINO HILLS CA	05/24/2017
219311	2200082975	05/18/2017	USD	454.01	VBRIZON BUSINESS ALBANY NY	05/23/2017
219312	2200082970	05/18/2017	USD	7,846.89	VIRAMONTES EXPRESS INC CORONA CA	06/08/2017
219313	2200082967	05/18/2017	USD	25,542.00	WALLACE & ASSOCIATES CONSULTING PARK CITY UT	05/23/2017
219314	2200082952	05/18/2017	USD	60.00	WHITE NELSON DIEHL EVANS LLP IRVINE CA	05/24/2017
219315	2200082939	05/18/2017	USD	370.68	WORLDWIDE EXPRESS ALBANY NY	05/23/2017
219316	2200082938	05/18/2017	USD	4,611.79	XYLEM DEWATERING SOLUTIONS IN CHICAGO IL	05/25/2017
219317	2200082979	05/18/2017	USD	195.84	ZIEGENBEIN, JEFF CHINO HILLS CA	06/02/2017
219318	2200083001	05/18/2017	USD	32,228.47	BANNER BANK SACRAMENTO CA	05/24/2017
219319	2200083000	05/18/2017	USD	70,395.00	W-A RASIC CONSTRUCTION CO INC LONG BEACH CA	05/26/2017
219320	2200083163	05/25/2017	USD	58.00	ABROTEK INC ATLANTA GA	05/30/2017
219321	2200083138	05/25/2017	USD	553.11	AIRGAS WEST INC PASADENA CA	05/30/2017
219322	2200083187	05/25/2017	USD	8,508.12	ALLIED UNIVERSAL SECURITY SERV PASADENA CA	05/30/2017
219323	2200083150	05/25/2017	USD	142.47	AMERICAN COMPRESSOR CO SANTA FE SPRINGS CA	05/31/2017
219324	2200083143	05/25/2017	USD	1,021.60	APPLEONE EMPLOYMENT SERVICES GLENDALE CA	06/01/2017
219325	2200083189	05/25/2017	USD	967.05	ASAP INDUSTRIAL SUPPLY FONTANA CA	05/31/2017
219326	2200083167	05/25/2017	USD	220.00	ATMAA INC CALABASAS CA	
219327	2200083216	05/25/2017	USD	172.48	BREIG, ANNA VICTORVILLE CA	
219328	2200083148	05/25/2017	USD	83.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	
219329	2200083157	05/25/2017	USD	6,239.91	CALIFORNIA BOILER INC HUNTINGTON BEACH CA	06/01/2017
219330	2200083197	05/25/2017	USD	11,008.61	CALIFORNIA WATER TECHNOLOGIES PASADENA CA	05/30/2017
219331	2200083239	05/25/2017	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	06/01/2017
219332	2200083152	05/25/2017	USD	35,238.49	CAROLLO ENGINEERS INC SALT LAKE CITY UT	05/31/2017
219333	2200083242	05/25/2017	USD	350.00	CATALAN, MARIA CHINO HILLS CA	
219334	2200083149	05/25/2017	USD	450.00	CHINO BASIN WATER CONSERVATION MONTCLAIR CA	06/05/2017
219335	2200083182	05/25/2017	USD	1,370.26	CINTAS CORPORATION LOC#150 PHOENIX AZ	06/05/2017
219336	2200083158	05/25/2017	USD	1,103.20	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH	06/02/2017
219337	2200083236	05/25/2017	USD	446.50	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	05/31/2017
219338	2200083191	05/25/2017	USD	28,819.00	CIVIC PUBLICATIONS INC LA VERNE CA	06/01/2017

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219339		2200083230	05/25/2017	USD	347.26	COLONIAL LIFE & ACCIDENT INSURANCE COLUMBIA SC	05/31/2017
219340		2200083233	05/25/2017	USD	25.00	CONSECO LIFE INSURANCE COMPANY ATLANTA GA	06/05/2017
219341		2200083186	05/25/2017	USD	685.50	CPS HUMAN RESOURCE SERVICES SAN FRANCISCO CA	06/01/2017
219342		2200083212	05/25/2017	USD	464.37	CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA	05/31/2017
219343		2200083209	05/25/2017	USD	176.30	DAISY IT SUPPLIES SALES & SERVICE RANCHO CUCAMONGA CA	06/01/2017
219344		2200083190	05/25/2017	USD	24,302.18	DAVID T WARDEN INC RIVERSIDE CA	05/31/2017
219345		2200083188	05/25/2017	USD	1,917.64	DAVID WHEELER'S PEST CONTROL, NORCO CA	06/01/2017
219346		2200083169	05/25/2017	USD	1,269.27	DESERT PUMPS AND PARTS INC BELLA VISTA AR	05/31/2017
219347		2200083193	05/25/2017	USD	2,340.53	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA	05/31/2017
219348		2200083222	05/25/2017	USD	3,720.00	EMPLOYMENT DEVELOPMENT DEPARTMENT SACRAMENTO CA	05/31/2017
219349		2200083210	05/25/2017	USD	642.96	ES ENGINEERING SERVICES LLC IRVINE CA	06/06/2017
219350		2200083192	05/25/2017	USD	45.00	EUROFINS EATON ANALYTICAL, INC GRAPEVINE TX	05/31/2017
219351		2200083238	05/25/2017	USD	2,262.56	FIDELITY SECURITY LIFE INSURANCE CINCINNATI OH	06/01/2017
219352		2200083127	05/25/2017	USD	692.04	FISHER SCIENTIFIC LOS ANGELES CA	05/30/2017
219353		2200083154	05/25/2017	USD	495.79	FLORENCE FILTER CORP COMPTON CA	06/05/2017
219354		2200083142	05/25/2017	USD	356.32	FONTANA HERALD NEWS FONTANA CA	06/01/2017
219355		2200083215	05/25/2017	USD	4,714.31	FOUNDATION HA ENERGY GENERATION SAN FRANCISCO CA	
219356		2200083207	05/25/2017	USD	1,385.00	GILLIS + PANICHAPAN ARCHITECTS COSTA MESA CA	06/02/2017
219357		2200083141	05/25/2017	USD	2,619.44	GRAINGER PALATINE IL	05/31/2017
219358		2200083170	05/25/2017	USD	422.03	HACH COMPANY CHICAGO IL	05/30/2017
219359		2200083244	05/25/2017	USD	1,492.00	HALL, JASMIN CHINO HILLS CA	06/05/2017
219360		2200083219	05/25/2017	USD	472.96	HOBBS, DIANA APPLE VALLEY CA	06/02/2017
219361		2200083128	05/25/2017	USD	1,631.00	HOME DEPOT CREDIT SERVICES DES MOINES IA	06/05/2017
219362		2200083217	05/25/2017	USD	472.96	HORNE, WILLIAM YUCCA VALLEY CA	06/02/2017
219363		2200083155	05/25/2017	USD	55.02	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	05/31/2017
219364		2200083225	05/25/2017	USD	66.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	05/30/2017
219365		2200083172	05/25/2017	USD	8,358.67	INNOVATIVE FEDERAL STRATEGIES WASHINGTON DC	06/07/2017
219366		2200083174	05/25/2017	USD	8,869.15	INSIDE PLANTS INC CORONA CA	06/01/2017
219367		2200083129	05/25/2017	USD	222.10	J G TUCKER & SON INC COVINA CA	05/31/2017
219368		2200083151	05/25/2017	USD	3,036.48	KONICA MINOLTA BUSINESS SOLUTIONS PASADENA CA	06/01/2017
219369		2200083246	05/25/2017	USD	100.70	KORISAL, VIJAYAKUMAR S CHINO HILLS CA	05/31/2017
219370		2200083235	05/25/2017	USD	281.00	LEGALSHIELD ADA OK	06/02/2017
219371		2200083234	05/25/2017	USD	14,352.39	LIFE INSURANCE COMPANY OF PHILADELPHIA PA	06/01/2017
219372		2200083245	05/25/2017	USD	62.66	MANTILLA, LAURA CHINO HILLS CA	06/05/2017
219373		2200083240	05/25/2017	USD	288.00	MARIA FRESQUEZ N LAS VEGAS NV	06/02/2017
219374		2200083195	05/25/2017	USD	900.00	MICROAGE PHOENIX AZ	06/01/2017
219375		2200083218	05/25/2017	USD	746.37	MILLER, ELMER L BLUE JAY CA	06/02/2017
219376		2200083177	05/25/2017	USD	211.55	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	05/31/2017
219377		2200083243	05/25/2017	USD	49.76	O'BRIEN, MICHELLE CHINO HILLS CA	06/05/2017
219378		2200083126	05/25/2017	USD	5,596.65	OFFICE DEPOT PHOENIX AZ	06/05/2017
219379		2200083162	05/25/2017	USD	652.50	OLSON HAGEL & FISHBURN LLP SACRAMENTO CA	05/31/2017
219380		2200083211	05/25/2017	USD	49.64	ONTARIO MUNICIPAL UTILITIES ONTARIO CA	05/30/2017
219381		2200083179	05/25/2017	USD	114.00	PACE SCIENTIFIC INC DBEP GAP NC	06/05/2017
219382		2200083202	05/25/2017	USD	4,106.98	PACIFIC COURIERS INC FULLERTON CA	06/02/2017
219383		2200083159	05/25/2017	USD	2,005.20	PALM AUTO DETAIL INC COLTON CA	06/05/2017
219384		2200083241	05/25/2017	USD	74.94	PANTAYATI WONG, KANES CHINO HILLS CA	06/07/2017

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219385	2200083164	05/25/2017	USD	585.60	PANTHER PROTECTION ORANGE CA	06/05/2017
219386	2200083237	05/25/2017	USD	430.50	PATRICK W HUNTER PHELAN CA	06/02/2017
219387	2200083130	05/25/2017	USD	45.20	PATTON SALES CORP ONTARIO CA	05/31/2017
219388	2200083232	05/25/2017	USD	96.54	PERS LONG TERM CARE PROGRAM PASADENA CA	06/01/2017
219389	2200083139	05/25/2017	USD	1,016.27	PETE'S ROAD SERVICE FULLERTON CA	06/01/2017
219390	2200083140	05/25/2017	USD	894.50	PETTY CASH EXPENDITURES CHINO CA	06/01/2017
219391	2200083147	05/25/2017	USD	6,807.65	POLYOYNE INC ATLANTA GA	05/30/2017
219392	2200083168	05/25/2017	USD	1,245.62	PONTON INDUSTRIES INC YORBA LINDA CA	06/05/2017
219393	2200083203	05/25/2017	USD	15,251.00	PRIORITY BUILDING SERVICES ELCBREA CA	05/31/2017
219394	2200083131	05/25/2017	USD	1,354.98	RAMONA TIRE & SERVICE CENTERS HEMET CA	06/01/2017
219395	2200083132	05/25/2017	USD	110.50	RAYNE WATER CONDITIONING COVINA CA	05/30/2017
219396	2200083125	05/25/2017	USD	11.31	RBM LOCK & KEY ONTARIO CA	06/02/2017
219397	2200083133	05/25/2017	USD	4,654.06	RMA GROUP RANCHO CUCAMONGA CA	06/01/2017
219398	2200083196	05/25/2017	USD	10,000.00	ROBERTS CONSULTING GROUP INC RANCHO MIRAGE CA	05/31/2017
219399	2200083134	05/25/2017	USD	4,178.57	ROYAL WHOLESALE ELECTRIC ORANGE CA	05/31/2017
219400	2200083178	05/25/2017	USD	45.39	RSD LAKE FOREST CA	06/01/2017
219401	2200083220	05/25/2017	USD	310.87	SHERIFF'S COURT SERVICES SAN BERNARDINO CA	06/09/2017
219402	2200083173	05/25/2017	USD	9,240.80	SRI INTERNATIONAL CORP DALLAS TX	06/01/2017
219403	2200083135	05/25/2017	USD	49.86	SMART & FINAL LOS ANGELES CA	06/08/2017
219404	2200083213	05/25/2017	USD	3,170.16	SO CALIF EDISON ROSEMEAD CA	05/31/2017
219405	2200083214	05/25/2017	USD	164.36	SO CALIF GAS MONTEREY PARK CA	06/06/2017
219406	2200083146	05/25/2017	USD	30,000.00	SOUTHERN CALIFORNIA WATER COMMSTUDIO CITY CA	
219407	2200083194	05/25/2017	USD	1,200.00	STAFFING NETWORK LLC CAROL STREAM IL	06/01/2017
219408	2200083206	05/25/2017	USD	804.34	STORETRIEVE LLC MONTEBELLO CA	05/31/2017
219409	2200083200	05/25/2017	USD	702.17	SUPERIOR ELECTRIC MOTOR SERVICVERNON CA	05/31/2017
219410	2200083176	05/25/2017	USD	8,146.00	THE AUSTIN COMPANY CLEVELAND OH	05/31/2017
219411	2200083198	05/25/2017	USD	2,119.45	TRIPPEI SMITH AND ASSOCIATES, IRVINE CA	05/31/2017
219412	2200083165	05/25/2017	USD	1,366.65	U S BANK NA MINNEAPOLIS MN	05/30/2017
219413	2200083160	05/25/2017	USD	50.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	05/30/2017
219414	2200083136	05/25/2017	USD	280.50	UNDERGROUND SERVICE ALERT/SC CORONA CA	06/07/2017
219415	2200083175	05/25/2017	USD	668.56	UPLAND UNIFIED SCHOOL DISTRICTUPLAND CA	
219416	2200083171	05/25/2017	USD	36.64	URIMAGE BLOOMINGTON CA	06/02/2017
219417	2200083229	05/25/2017	USD	243.33	US DEPARTMENT OF EDUCATION ATLANTA GA	06/02/2017
219418	2200083181	05/25/2017	USD	14,912.88	V & A CONSULTING ENGINEERS OAKLAND CA	05/31/2017
219419	2200083199	05/25/2017	USD	2,456.00	VARIGREEN MECHANICAL SERVICES CERRITOS CA	06/12/2017
219420	2200083156	05/25/2017	USD	8,435.88	VERIZON WIRELESS DALLAS TX	06/01/2017
219421	2200083166	05/25/2017	USD	90,614.80	V W A BASIC CONSTRUCTION CO INC LONG BEACH CA	06/01/2017
219422	2200083137	05/25/2017	USD	2,086.50	WAXIE SANITARY SUPPLY LOS ANGELES CA	05/31/2017
219423	2200083226	05/25/2017	USD	2,747.80	WESTERN DENTAL PLAN ORANGE CA	06/01/2017
219424	2200083251	05/25/2017	USD	57,204.79	FERREIRA COASTAL CONSTRUCTION BRANCHBURG NJ	05/31/2017

Total of all entries

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Check number from to	Payment	Post date	Ccy	Amount paid (FC)	Recipient/void reason code	Rec'd./void
*			USD	4,877,612.35		

Attachment 2

Workers' Comp Checks

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Check Register

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Bank		CITIZENS BUSINESS BANK		ONTARIO CA 917610000			
Bank Key		122234149					
Acct number		WCOMP 231159290					
Check number from to	Payment	Post date	Crcy	Amount paid (FC)	Recipient/void reason code	Recd./void	
04778	2200083370	05/03/2017	USD	119.80	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	05/12/2017	
04779	2200083371	05/10/2017	USD	146.57	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	05/10/2017	
04780	2200083372	05/10/2017	USD	286.41	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	05/15/2017	
04781	2200083373	05/10/2017	USD	930.19	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	05/18/2017	
04782	2200083374	05/10/2017	USD	129.38	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	05/22/2017	
04783	2200083375	05/10/2017	USD	67.29	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	05/22/2017	
04784	2200083376	05/10/2017	USD	32.92	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	05/22/2017	
04785	2200083377	05/10/2017	USD	13.69	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	05/22/2017	
04786	2200083378	05/10/2017	USD	2.07	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	05/22/2017	
04787	2200083379	05/10/2017	USD	12.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	05/17/2017	
04788	2200083380	05/17/2017	USD	12.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	05/22/2017	
04789	2200083381	05/17/2017	USD	247.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	05/23/2017	
04790	2200083382	05/31/2017	USD	19.64	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	06/06/2017	
04791	2200083383	05/31/2017	USD	13.81	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA		

Total of all entries

Check Register

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Check number from to	Payment	Post date	Ctry	Amount paid (FC)	Recipient/void reason code	Rec'd /void
*			USD	2,032.77		

Attachment 3

Vendor ACHs

Check	Payee / Description	Amount
ACH	HASCO OIL COMPANY, INC. RP5-Hydraulic AW 68, Drum Deposit 0209648-IN	799.56
	HASCO OIL COMPANY, INC. \$	799.56
ACH	SANTA ANA WATERSHED March 2017 Service 9030	153,498.46
	March 2017 Truck Discharge 9024	1,937.11
	SANTA ANA WATERSHED \$	155,435.57
ACH	UNIVAR USA INC RP5-12,928 Lbs Sodium Bisulfite LA532085	2,791.50
	TP1-13,494 Lbs Sodium Bisulfite LA526292	2,913.73
	UNIVAR USA INC \$	5,705.23
ACH	ENVIRONMENTAL RESOURCES ASSOC Ceriodaphnia Dubia 826048	342.40
	ENVIRONMENTAL RESOURCES ASSOC \$	342.40
ACH	MCMASTER-CARR SUPPLY CO 25' Corrosion Resistant Chain 25818810	245.87
	Taps, Eyebolts 25908837	293.46
	On/Off Valve, Pipe, Connector 25918924	341.00
	MCMASTER-CARR SUPPLY CO \$	880.33
ACH	INVENSYS SYSTEMS INC 4/14/17-8/13/17 IA/DCS Tech Support Svc 93551240	24,932.26
	INVENSYS SYSTEMS INC \$	24,932.26
ACH	OLIN CORP CCWRP-4,942 Gals Sodium Hypochlorite 2312637	2,816.94
	TP1-4,936 Gals Sodium Hypochlorite 2316110	2,813.52
	CCWRP-4,874 Gals Sodium Hypochlorite 2316111	2,778.18
	RP5-4,968 Gals Sodium Hypochlorite 2316616	2,831.76
	TP1-5,012 Gals Sodium Hypochlorite 2316617	2,856.84
	RP4-3,986 Gals Sodium Hypochlorite 2316618	2,272.02
	TP1-4,948 Gals Sodium Hypochlorite 2317219	2,820.36
	CCWRP-2,976 Gals Sodium Hypochlorite 2317798	1,696.32
	TP1-4,862 Gals Sodium Hypochlorite 2317799	2,771.34
	TP1-4,896 Gals Sodium Hypochlorite 2317800	2,790.72
	TP1-4,926 Gals Sodium Hypochlorite 2318068	2,807.82
	RP5-4,710 Gals Sodium Hypochlorite 2318069	2,684.70
	RP4-2,966 Gals Sodium Hypochlorite 2318070	1,690.62
	OLIN CORP \$	33,631.14
ACH	PREFERRED BENEFIT INSURANCE 4/17 Agency Dental Plan EIA20510 4/17	15,194.60
	PREFERRED BENEFIT INSURANCE \$	15,194.60
ACH	DISCOVERY BENEFITS INC March 2017 Admin Fees 0000744663-IN	171.00

Check	Payee / Description	Amount
	DISCOVERY BENEFITS INC	\$ 171.00
ACH	AQUA BEN CORPORATION	
	RP2-23,000 Lbs Polymer 748E 35699	20,321.65
	DAFT-6,900 Lbs Polymer 748E 35705	6,096.50
	DAFT-4,600 Lbs Polymer 748E 35609	4,064.33
	AQUA BEN CORPORATION	\$ 30,482.48
ACH	UNIVAR USA INC	
	TP1-12,928 Lbs Sodium Bisulfite LA533319	2,791.50
	UNIVAR USA INC	\$ 2,791.50
ACH	MARK IV COMMUNICATIONS INC	
	EN16049-HQB Conference Room Cable 21475	460.13
	MARK IV COMMUNICATIONS INC	\$ 460.13
ACH	DEZURIK INC	
	1 Lugged Butterfly Valve RPI/63005587	654.05
	DEZURIK INC	\$ 654.05
ACH	MCMASTER-CARR SUPPLY CO	
	Round Shank Masonry Drill Bit 27716838	56.40
	MCMASTER-CARR SUPPLY CO	\$ 56.40
ACH	PARSONS WATER & INFRASTRUCTURE	
	EN16028/EN16025-1/7-2/3 Prof Svcs 1703A405	157,732.64
	PARSONS WATER & INFRASTRUCTURE	\$ 157,732.64
ACH	OLIN CORP	
	TP1-4,912 Gals Sodium Hypochlorite 2321536	2,799.84
	TP1-4,954 Gals Sodium Hypochlorite 2320922	2,823.78
	TP1-4,954 Gals Sodium Hypochlorite 2319174	2,823.78
	TP1-4,920 Gals Sodium Hypochlorite 2318597	2,804.40
	RP4-4,000 Gals Sodium Hypochlorite 2319790	2,280.00
	TP1-4,908 Gals Sodium Hypochlorite 2318199	2,797.56
	RP5-4,984 Gals Sodium Hypochlorite 2319789	2,840.88
	TP1-4,954 Gals Sodium Hypochlorite 2320399	2,823.78
	CCWRP-3,004 Gals Sodium Hypochlorite 2319173	1,712.28
	CCWRP-4,870 Gals Sodium Hypochlorite 2320724	2,775.90
	TP1-4,806 Gals Sodium Hypochlorite 2320723	2,739.42
	TP1-4,858 Gals Sodium Hypochlorite 2320722	2,769.06
	RP4-3,996 Gals Sodium Hypochlorite 2321047	2,277.72
	OLIN CORP	\$ 34,268.40
ACH	GK & ASSOCIATES INC	
	46-2054-3/17 Prof Svcs 17-017	22,997.00
	46-2054-3/17 Prof Svcs 17-019	16,744.00
	46-2054-3/17 Prof Svcs 17-020	22,326.00
	46-2054-3/17 Prof Svcs 17-018	14,080.00
	GK & ASSOCIATES INC	\$ 76,147.00

Check	Payee / Description	Amount
	IEUA PROFESSIONAL EMPLOYEES ASS	490.00
ACH	DISCOVERY BENEFITS INC P/R 10 4/12/17 Cafeteria Plan HR 0055200	3,178.93
	DISCOVERY BENEFITS INC \$	3,178.93
ACH	ICMA RETIREMENT TRUST 401 P/R 10 4/12/17 Exec Deferred Comp HR 0055200	8,389.11
	ICMA RETIREMENT TRUST 401 \$	8,389.11
ACH	AQUA BEN CORPORATION RP1-16,100 Lbs Polymer 750A 35707 21,608.36 DAFT-13,800 Lbs Polymer 748E 35706 12,192.99 RP1-18,400 Lbs Polymer 750A 35610 24,695.27 RP1-18,400 Lbs Polymer 750A 35629 24,695.27 RP1-18,400 Lbs Polymer 750A 35658 24,695.27 RP1-18,400 Lbs Polymer 750A 35687 24,695.27	
	AQUA BEN CORPORATION \$	132,582.43
ACH	MCMASTER-CARR SUPPLY CO Pipe,Drill Set,Tubing,Roller Cover,Case, 28966867	715.50
	MCMASTER-CARR SUPPLY CO \$	715.50
ACH	AGRICULTURAL RESOURCES 6/17 Wtr Quality Consult 6/17 WTR QLTY	3,500.00
	AGRICULTURAL RESOURCES \$	3,500.00
ACH	INVENSYS SYSTEMS INC CCWRP-Elctrdlss Cndctvty-Trmsmttr,Snsr 93560029	5,060.16
	INVENSYS SYSTEMS INC \$	5,060.16
ACH	INLAND EMPIRE REGIONAL 4/17 Biosolids 90019990	265,507.55
	INLAND EMPIRE REGIONAL \$	265,507.55
ACH	OLIN CORP CCWRP-3,016 Gals Sodium Hypochlorite 2322242 1,719.12 RP5-4,858 Gals Sodium Hypochlorite 2322922 2,769.06 RP4-2,974 Gals Sodium Hypochlorite 2322923 1,695.18 CCWRP-4,894 Gals Sodium Hypochlorite 2324206 2,789.58 RP4-3,484 Gals Sodium Hypochlorite 2324669 1,985.88 TP1-4,954 Gals Sodium Hypochlorite 2325229 2,823.78 TP1-4,884 Gals Sodium Hypochlorite 2324205 2,783.88 TP1-4,960 Gals Sodium Hypochlorite 2322243 2,827.20 TP1-4,944 Gals Sodium Hypochlorite 2323538 2,818.08	
	OLIN CORP \$	22,211.76
ACH	SOLAR STAR CALIFORNIA V LLC CCWRP/TP/RWPS-3/1-3/31 14950 Telephone A M0613-1208955 3,238.17 RP1-3/1-3/31 2450 Phila St M0616-1208958 3,848.77	

Check	Payee / Description	Amount
	RP1-3/1-3/31 2450 Phila St M0615-1208957	22,408.77
	SOLAR STAR CALIFORNIA V LLC \$	29,495.71
ACH	DISCOVERY BENEFITS INC April 2017 Admin Fees 0000754326-IN	166.25
	DISCOVERY BENEFITS INC \$	166.25
ACH	JC LAW FIRM 3/17 General Legal 00225	56,195.00
	3/17 Regional Contract 00226	25,050.00
	JC LAW FIRM \$	81,245.00
ACH	ESTRADA, JIMMIE J Reim Monthly Health Prem HEALTH PREM	472.96
	ESTRADA, JIMMIE J \$	472.96
ACH	LICHTI, ALICE Reim Monthly Health Prem HEALTH PREM	172.48
	LICHTI, ALICE \$	172.48
ACH	MORASSE, EDNA Reim Monthly Health Prem HEALTH PREM	172.48
	MORASSE, EDNA \$	172.48
ACH	NOWAK, THEO T Reim Monthly Health Prem HEALTH PREM	472.96
	NOWAK, THEO T \$	472.96
ACH	SONNENBURG, ILSE Reim Monthly Health Prem HEALTH PREM	172.48
	SONNENBURG, ILSE \$	172.48
ACH	DYKSTRA, BETTY Reim Monthly Health Prem HEALTH PREM	172.48
	DYKSTRA, BETTY \$	172.48
ACH	TORRES, ROBERT G Reim Monthly Health Prem HEALTH PREM	172.48
	TORRES, ROBERT G \$	172.48
ACH	MUELLER, CAROLYN Reim Monthly Health Prem HEALTH PREM	172.48
	MUELLER, CAROLYN \$	172.48
ACH	GRIFFIN, GEORGE Reim Monthly Health Prem HEALTH PREM	172.48
	GRIFFIN, GEORGE \$	172.48

Check	Payee / Description	Amount
ACH	CANADA, ANGELA Reim Monthly Health Prem	HEALTH PREM 172.48
	CANADA, ANGELA	\$ 172.48
ACH	CUPERSMITH, LEIZAR Reim Monthly Health Prem	HEALTH PREM 172.48
	CUPERSMITH, LEIZAR	\$ 172.48
ACH	DELGADO-ORAMAS JR, JOSE Reim Monthly Health Prem	HEALTH PREM 300.48
	DELGADO-ORAMAS JR, JOSE	\$ 300.48
ACH	GRANGER, BRANDON Reim Monthly Health Prem	HEALTH PREM 150.24
	GRANGER, BRANDON	\$ 150.24
ACH	GADDY, CHARLES L Reim Monthly Health Prem	HEALTH PREM 150.24
	GADDY, CHARLES L	\$ 150.24
ACH	BAKER, CHRIS Reim Monthly Health Prem	HEALTH PREM 22.24
	BAKER, CHRIS	\$ 22.24
ACH	WEBB, DANNY C Reim Monthly Health Prem	HEALTH PREM 128.00
	WEBB, DANNY C	\$ 128.00
ACH	HUMPHREYS, DEBORAH E Reim Monthly Health Prem	HEALTH PREM 150.24
	HUMPHREYS, DEBORAH E	\$ 150.24
ACH	MOUAT, FREDERICK W Reim Monthly Health Prem	HEALTH PREM 150.24
	MOUAT, FREDERICK W	\$ 150.24
ACH	MORGAN, GARTH W Reim Monthly Health Prem	HEALTH PREM 128.00
	MORGAN, GARTH W	\$ 128.00
ACH	ALLINGHAM, JACK Reim Monthly Health Prem	HEALTH PREM 22.24
	ALLINGHAM, JACK	\$ 22.24
ACH	MAZUR, JOHN Reim Monthly Health Prem	HEALTH PREM 437.19

Check	Payee / Description	Amount
	MAZUR, JOHN	\$ 437.19
ACH	RUDDER, LARRY Reim Monthly Health Prem	HEALTH PREM 22.24
	RUDDER, LARRY	\$ 22.24
ACH	HAMILTON, MARIA Reim Monthly Health Prem	HEALTH PREM 128.00
	HAMILTON, MARIA	\$ 128.00
ACH	PICENO, TONY Reim Monthly Health Prem	HEALTH PREM 172.48
	PICENO, TONY	\$ 172.48
ACH	RAMOS, CAROL Reim Monthly Health Prem	HEALTH PREM 22.24
	RAMOS, CAROL	\$ 22.24
ACH	FISHER, JAY Reim Monthly Health Prem	HEALTH PREM 128.00
	FISHER, JAY	\$ 128.00
ACH	KING, PATRICK Reim Monthly Health Prem	HEALTH PREM 22.24
	KING, PATRICK	\$ 22.24
ACH	HOWARD, ROBERT JAMES Reim Monthly Health Prem	HEALTH PREM 22.24
	HOWARD, ROBERT JAMES	\$ 22.24
ACH	DIETZ, JUDY Reim Monthly Health Prem	HEALTH PREM 128.00
	DIETZ, JUDY	\$ 128.00
ACH	DAVIS, GEORGE Reim Monthly Health Prem	HEALTH PREM 150.24
	DAVIS, GEORGE	\$ 150.24
ACH	MONZAVI, TAGHI Reim Monthly Health Prem	HEALTH PREM 22.24
	MONZAVI, TAGHI	\$ 22.24
ACH	PETERSEN, KENNETH Reim Monthly Health Prem	HEALTH PREM 172.48
	PETERSEN, KENNETH	\$ 172.48
ACH	TRAUTERMAN, HELEN Reim Monthly Health Prem	HEALTH PREM 172.48

Check	Payee / Description	Amount
	TRAUTERMAN, HELEN	\$ 172.48
ACH	TIEGS, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 874.37
	TIEGS, KATHLEEN	\$ 874.37
ACH	DIGGS, GEORGE Reim Monthly Health Prem	HEALTH PREM 772.02
	DIGGS, GEORGE	\$ 772.02
ACH	HAYES, KENNETH Reim Monthly Health Prem	HEALTH PREM 472.96
	HAYES, KENNETH	\$ 472.96
ACH	HUNTON, STEVE Reim Monthly Health Prem	HEALTH PREM 150.24
	HUNTON, STEVE	\$ 150.24
ACH	RODRIGUEZ, LOUIS Reim Monthly Health Prem	HEALTH PREM 150.24
	RODRIGUEZ, LOUIS	\$ 150.24
ACH	VARBEL, VAN Reim Monthly Health Prem	HEALTH PREM 573.89
	VARBEL, VAN	\$ 573.89
ACH	CLIFTON, NEIL Reim Monthly Health Prem	HEALTH PREM 445.89
	CLIFTON, NEIL	\$ 445.89
ACH	DELGADO, FRANCOIS Reim Monthly Health Prem	HEALTH PREM 128.00
	DELGADO, FRANCOIS	\$ 128.00
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health Prem	HEALTH PREM 573.89
	WELLMAN, JOHN THOMAS	\$ 573.89
ACH	SPEARS, SUSAN Reim Monthly Health Prem	HEALTH PREM 20.62
	SPEARS, SUSAN	\$ 20.62
ACH	TROXEL, WYATT Reim Monthly Health Prem	HEALTH PREM 172.48
	TROXEL, WYATT	\$ 172.48
ACH	CORLEY, WILLIAM	

Check	Payee / Description	Amount
	Reim Monthly Health Prem	HEALTH PREM 437.19
	CORLEY, WILLIAM	\$ 437.19
ACH	CALLAHAN, CHARLES Reim Monthly Health Prem	HEALTH PREM 342.34
	CALLAHAN, CHARLES	\$ 342.34
ACH	LESNIAKOWSKI, NORBERT Reim Monthly Health Prem	HEALTH PREM 172.48
	LESNIAKOWSKI, NORBERT	\$ 172.48
ACH	VER STEEG, ALLEN J Reim Monthly Health Prem	HEALTH PREM 470.34
	VER STEEG, ALLEN J	\$ 470.34
ACH	HACKNEY, GARY Reim Monthly Health Prem	HEALTH PREM 437.19
	HACKNEY, GARY	\$ 437.19
ACH	CAREL, LARRY Reim Monthly Health Prem	HEALTH PREM 22.24
	CAREL, LARRY	\$ 22.24
ACH	TOL, HAROLD Reim Monthly Health Prem	HEALTH PREM 322.01
	TOL, HAROLD	\$ 322.01
ACH	BANKSTON, GARY Reim Monthly Health Prem	HEALTH PREM 471.54
	BANKSTON, GARY	\$ 471.54
ACH	ATWATER, RICHARD Reim Monthly Health Prem	HEALTH PREM 128.00
	ATWATER, RICHARD	\$ 128.00
ACH	FIESTA, PATRICIA Reim Monthly Health Prem	HEALTH PREM 450.01
	FIESTA, PATRICIA	\$ 450.01
ACH	DIGGS, JANET Reim Monthly Health Prem	HEALTH PREM 900.02
	DIGGS, JANET	\$ 900.02
ACH	CARAZA, TERESA Reim Monthly Health Prem	HEALTH PREM 158.95
	CARAZA, TERESA	\$ 158.95

Check	Payee / Description	Amount
ACH	ANDERSON, JOHN Reim Monthly Health Prem	HEALTH PREM 472.96
	ANDERSON, JOHN	\$ 472.96
ACH	SANTA CRUZ, JACQUELYN Reim Monthly Health Prem	HEALTH PREM 779.40
	SANTA CRUZ, JACQUELYN	\$ 779.40
ACH	HECK, ROSELYN Reim Monthly Health Prem	HEALTH PREM 22.24
	HECK, ROSELYN	\$ 22.24
ACH	SOPICKI, LEO Reim Monthly Health Prem	HEALTH PREM 300.48
	SOPICKI, LEO	\$ 300.48
ACH	HERNANDEZ, BENJAMIN Reim Monthly Health Prem	HEALTH PREM 322.01
	HERNANDEZ, BENJAMIN	\$ 322.01
ACH	GOSE, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 128.00
	GOSE, ROSEMARY	\$ 128.00
ACH	KEHL, BARRETT Reim Monthly Health Prem	HEALTH PREM 128.00
	KEHL, BARRETT	\$ 128.00
ACH	RITCHIE, JANN Reim Monthly Health Prem	HEALTH PREM 128.00
	RITCHIE, JANN	\$ 128.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health Prem	HEALTH PREM 445.89
	LONG, ROCKWELL DEE	\$ 445.89
ACH	FATTAHI, MIR Reim Monthly Health Prem	HEALTH PREM 128.00
	FATTAHI, MIR	\$ 128.00
ACH	VERGARA, FLORENTINO Reim Monthly Health Prem	HEALTH PREM 300.48
	VERGARA, FLORENTINO	\$ 300.48
ACH	WARMAN, RALPH Reim Monthly Health Prem	HEALTH PREM 172.48
	WARMAN, RALPH	\$ 172.48

Check	Payee / Description	Amount
ACH	ROGERS, SHIRLEY Reim Monthly Health Prem	HEALTH PREM 172.48
	ROGERS, SHIRLEY	\$ 172.48
ACH	WALL, DAVID Reim Monthly Health Prem	HEALTH PREM 286.95
	WALL, DAVID	\$ 286.95
ACH	CHUNG, MICHAEL Reim Monthly Health Prem	HEALTH PREM 150.24
	CHUNG, MICHAEL	\$ 150.24
ACH	ADAMS, PAMELA Reim Monthly Health Prem	HEALTH PREM 172.48
	ADAMS, PAMELA	\$ 172.48
ACH	BLASINGAME, MARY Reim Monthly Health Prem	HEALTH PREM 1,019.78
	BLASINGAME, MARY	\$ 1,019.78
ACH	ANDERSON, KENNETH Reim Monthly Health Prem	HEALTH PREM 22.24
	ANDERSON, KENNETH	\$ 22.24
ACH	MOE, JAMES Reim Monthly Health Prem	HEALTH PREM 22.24
	MOE, JAMES	\$ 22.24
ACH	POLACEK, KEVIN Reim Monthly Health Prem	HEALTH PREM 746.06
	POLACEK, KEVIN	\$ 746.06
ACH	ELROD, SONDRAL Reim Monthly Health Prem	HEALTH PREM 286.95
	ELROD, SONDRAL	\$ 286.95
ACH	FRAZIER, JACK Reim Monthly Health Prem	HEALTH PREM 171.77
	FRAZIER, JACK	\$ 171.77
ACH	HOAK, JAMES Reim Monthly Health Prem	HEALTH PREM 128.00
	HOAK, JAMES	\$ 128.00
ACH	DEZHAM, PARIVASH Reim Monthly Health Prem	HEALTH PREM 171.77

Check	Payee / Description	Amount
	DEZHAM, PARTVASH	\$ 171.77
ACH	FOLEY III, DANIEL J. Reim Monthly Health Prem	HEALTH PREM 158.95
	FOLEY III, DANIEL J.	\$ 158.95
ACH	CLEVELAND, JAMES Reim Monthly Health Prem	HEALTH PREM 128.00
	CLEVELAND, JAMES	\$ 128.00
ACH	LANGNER, CAMERON Reim Monthly Health Prem	HEALTH PREM 238.70
	LANGNER, CAMERON	\$ 238.70
ACH	HAMILTON, LEANNE Reim Monthly Health Prem	HEALTH PREM 158.95
	HAMILTON, LEANNE	\$ 158.95
ACH	HOOSHMAND, RAY Reim Monthly Health Prem	HEALTH PREM 128.00
	HOOSHMAND, RAY	\$ 128.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health Prem	HEALTH PREM 128.00
	SCHLAPKOHL, JACK	\$ 128.00
ACH	POOLE, PHILLIP Reim Monthly Health Prem	HEALTH PREM 171.77
	POOLE, PHILLIP	\$ 171.77
ACH	ADAMS, BARBARA Reim Monthly Health Prem	HEALTH PREM 150.24
	ADAMS, BARBARA	\$ 150.24
ACH	RUESCH, GENECE Reim Monthly Health Prem	HEALTH PREM 481.35
	RUESCH, GENECE	\$ 481.35
ACH	VANDERPOOL, LARRY Reim Monthly Health Prem	HEALTH PREM 471.54
	VANDERPOOL, LARRY	\$ 471.54
ACH	AMBROSE, JEFFREY Reim Monthly Health Prem	HEALTH PREM 573.89
	AMBROSE, JEFFREY	\$ 573.89
ACH	MERRILL, DIANE Reim Monthly Health Prem	HEALTH PREM 286.95

Check	Payee / Description	Amount
	MERRILL, DIANE	\$ 286.95
ACH	HOUSER, ROD Reim Monthly Health Prem	HEALTH PREM 620.58
	HOUSER, ROD	\$ 620.58
ACH	RUSSO, VICKI Reim Monthly Health Prem	HEALTH PREM 158.95
	RUSSO, VICKI	\$ 158.95
ACH	HUSS, KERRY Reim Monthly Health Prem	HEALTH PREM 445.89
	HUSS, KERRY	\$ 445.89
ACH	BINGHAM, GREGG Reim Monthly Health Prem	HEALTH PREM 618.06
	BINGHAM, GREGG	\$ 618.06
ACH	CHARLES, DAVID Reim Monthly Health Prem	HEALTH PREM 128.00
	CHARLES, DAVID	\$ 128.00
ACH	YEBOAH, ERNEST Reim Monthly Health Prem	HEALTH PREM 128.00
	YEBOAH, ERNEST	\$ 128.00
ACH	ALVARADO, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 309.19
	ALVARADO, ROSEMARY	\$ 309.19
ACH	BARELA, GEORGE Reim Monthly Health Prem	HEALTH PREM 128.00
	BARELA, GEORGE	\$ 128.00
ACH	FETZER, ROBERT Reim Monthly Health Prem	HEALTH PREM 746.06
	FETZER, ROBERT	\$ 746.06
ACH	SPAETH, ERIC Reim Monthly Health Prem	HEALTH PREM 158.95
	SPAETH, ERIC	\$ 158.95
ACH	DAVIS, MARTHA Reim Monthly Health Prem	HEALTH PREM 158.95
	DAVIS, MARTHA	\$ 158.95
ACH	BRULE, CHRISTOPHER	

Check	Payee / Description		Amount
	Reim Monthly Health Prem	HEALTH PREM	158.95
	BRULE, CHRISTOPHER	\$	158.95
ACH	ROOS, JAMES Reim Monthly Health Prem	HEALTH PREM	445.89
	ROOS, JAMES	\$	445.89
ACH	MULLANEY, JOHN Reim Monthly Health Prem	HEALTH PREM	286.95
	MULLANEY, JOHN	\$	286.95
ACH	VALENZUELA, DANIEL Reim Monthly Health Prem	HEALTH PREM	2,229.45
	VALENZUELA, DANIEL	\$	2,229.45
ACH	ICMA RETIREMENT TRUST 457 P/R 11 5/25/17 Deferred Comp Ded	HR 0055300	15,402.82
	ICMA RETIREMENT TRUST 457	\$	15,402.82
ACH	LINCOLN NATIONAL LIFE INS CO P/R 11 5/25/17 Deferred Comp Ded	HR 0055300	24,705.57
	LINCOLN NATIONAL LIFE INS CO	\$	24,705.57
ACH	ICMA RETIREMENT TRUST 401 P/R 11 5/25/17 Exec Deferred Comp	HR 0055300	8,389.11
	ICMA RETIREMENT TRUST 401	\$	8,389.11
ACH	AQUA BEN CORPORATION DAFT-2,300 Lbs Polymer 748E RP1-16,100 Lbs Polymer 750A	35748 35749	2,032.17 21,608.36
	AQUA BEN CORPORATION	\$	23,640.53
ACH	MARK IV COMMUNICATIONS INC HQA-Install Board Room Cable	21504	212.70
	MARK IV COMMUNICATIONS INC	\$	212.70
ACH	DEZURIK INC 3 Butterfly Valves	RPI/63006999	8,685.73
	DEZURIK INC	\$	8,685.73
ACH	MCMaster-CARR SUPPLY CO Brass Control Valve Hose Couplings, Sign Holders Hose Couplings, Sign Holders	30445937 30614822 30402228	123.84 882.62 1,264.85
	MCMaster-CARR SUPPLY CO	\$	2,271.31
ACH	CHINO BASIN DESALTER AUTHORITY CDA-EN16021.90-IEUA Contrib #10—Proj C1 RSTRCTD CNTRB		319,821.42

Check	Payee / Description		Amount
	CHINO BASIN DESALTER AUTHORITY\$		319,821.42
ACH	PEST OPTIONS INC April 2017 Weed Abatement Services	275556	2,920.48
	PEST OPTIONS INC	\$	2,920.48
ACH	SUNGARD AVAILABILITY SERVICES 6/17 Disaster Recovery Svc	152651088	4,152.00
	SUNGARD AVAILABILITY SERVICES	\$	4,152.00
ACH	OLIN CORP TP1-4,864 Gals Sodium Hypochlorite	2325927	2,772.48
	CCWRP-4,928 Gals Sodium Hypochlorite	2325928	2,808.96
	RP4-2,974 Gals Sodium Hypochlorite	2325929	1,695.18
	RP5-4,934 Gals Sodium Hypochlorite	2326612	2,812.38
	TP1-4,944 Gals Sodium Hypochlorite	2327267	2,818.08
	TP1-4,950 Gals Sodium Hypochlorite	2327829	2,821.50
	CCWRP-4,962 Gals Sodium Hypochlorite	2327830	2,828.34
	RP4-2,528 Gals Sodium Hypochlorite	2328128	1,440.96
	TP1-4,928 Gals Sodium Hypochlorite	2328129	2,808.96
	RP5-4,904 Gals Sodium Hypochlorite	2328294	2,795.28
	TP1-4,924 Gals Sodium Hypochlorite	2328295	2,806.68
	TP1-4,914 Gals Sodium Hypochlorite	2328883	2,800.98
	OLIN CORP	\$	31,209.78
ACH	GK & ASSOCIATES INC 46-2054-4/17 Prof Svcs	17-025	21,472.00
	46-2054-4/17 Prof Svcs	17-026	12,800.00
	46-2054-4/17 Prof Svcs	17-028	22,082.00
	GK & ASSOCIATES INC	\$	56,354.00
ACH	WEST COAST ADVISORS 5/17 Prof Svcs	10727	9,800.00
	WEST COAST ADVISORS	\$	9,800.00
ACH	TRIBOLOGIK CORPORATION Oil Analysis	32398	180.00
	Oil Analysis	32399	90.00
	TRIBOLOGIK CORPORATION	\$	270.00
ACH	JC LAW FIRM 4/17 IEUA vs Mwembu	00240	660.00
	4/17 IEUA vs Martin	00239	5,505.23
	JC LAW FIRM	\$	6,165.23
ACH	MSDSONLINE INC E Binder Library Build	160158	116.00
	MSDSONLINE INC	\$	116.00
ACH	IEUA EMPLOYEES' ASSOCIATION		

Check	Payee / Description	Amount
	P/R 11 5/26/17 Employee Ded	183.00
	IEUA EMPLOYEES' ASSOCIATION \$	183.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 11 5/26/17 Employee Ded	345.00
	IEUA SUPERVISORS UNION ASSOCIAS	345.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 11 5/26/17 Employee Ded	1,044.10
	IEUA GENERAL EMPLOYEES ASSOCIAS	1,044.10
ACH	PREFERRED BENEFIT INSURANCE 5/17 Agency Dental Plan	15,661.30
	PREFERRED BENEFIT INSURANCE \$	15,661.30
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 11 5/26/17 Employee Ded	490.00
	IEUA PROFESSIONAL EMPLOYEES ASS	490.00
ACH	DISCOVERY BENEFITS INC P/R 11 5/26/17 Cafeteria Plan	3,178.93
	DISCOVERY BENEFITS INC \$	3,178.93
ACH	Inland Empire Reg. Composting 3/17 O&M Expenses	84.85
	Inland Empire Reg. Composting \$	84.85

Grand Total Payment Amount: \$ 1,720,427.73

Attachment 4

Vendor Wires
(excludes Payroll)

Check	Payee / Description		Amount
Wire	EMPLOYMENT DEVELOPMENT DEPARTM		
	P/R 9 4/28 Taxes	HR 0053600	49,282.30
	P/R 9 4/28 Taxes	HR 0053600	10,109.64
	EMPLOYMENT DEVELOPMENT DEPARTM\$		59,391.94
Wire	INTERNAL REVENUE SERVICE		
	P/R 9 4/28 Taxes	HR 0053600	305,739.36
	INTERNAL REVENUE SERVICE	\$	305,739.36
Wire	EMPLOYMENT DEVELOPMENT DEPARTM		
	P/R 109 5/2 Taxes	HR 0054200	6,489.20
	P/R 109 5/2 Taxes	HR 0054200	998.12
	EMPLOYMENT DEVELOPMENT DEPARTM\$		7,487.32
Wire	INTERNAL REVENUE SERVICE		
	P/R 109 5/2 Taxes	HR 0054200	38,510.02
	INTERNAL REVENUE SERVICE	\$	38,510.02
Wire	EMPLOYMENT DEVELOPMENT DEPARTM		
	P/R DIR 005 4/12/17 Taxes	HR 0055100	393.18
	EMPLOYMENT DEVELOPMENT DEPARTM\$		393.18
Wire	INTERNAL REVENUE SERVICE		
	P/R DIR 005 4/12/17 Taxes	HR 0055100	2,505.31
	INTERNAL REVENUE SERVICE	\$	2,505.31
Wire	EMPLOYMENT DEVELOPMENT DEPARTM		
	P/R 10 4/12/17 Taxes	HR 0055200	49,889.40
	P/R 10 4/12/17 Taxes	HR 0055200	10,118.62
	EMPLOYMENT DEVELOPMENT DEPARTM\$		60,008.02
Wire	INTERNAL REVENUE SERVICE		
	P/R 10 4/12/17 Taxes	HR 0055200	310,731.72
	INTERNAL REVENUE SERVICE	\$	310,731.72
Wire	EMPLOYMENT DEVELOPMENT DEPARTM		
	P/R 11 5/26/17 Taxes	HR 0055300	50,203.08
	P/R 11 5/26/17 Taxes	HR 0055300	10,091.64
	EMPLOYMENT DEVELOPMENT DEPARTM\$		60,294.72
Wire	INTERNAL REVENUE SERVICE		
	P/R 11 5/26/17 Taxes	HR 0055300	310,708.37
	INTERNAL REVENUE SERVICE	\$	310,708.37
Wire	STATE DISBURSEMENT UNIT		
	P/R 9 4/28	HR 0053600	1,145.06
	P/R 9 4/28	HR 0053600	198.00

Check	Payee / Description		Amount
	STATE DISBURSEMENT UNIT	\$	1,343.06
Wire	PUBLIC EMPLOYEES RETIREMENT SY		
	P/R 9 4/28 PERS	HR 0053600	273,716.98
	P/R 9 4/28 PERS Adj	P/R 9 4/28 AD	11.06
	PUBLIC EMPLOYEES RETIREMENT SY\$		273,728.04
Wire	PUBLIC EMPLOYEE'S RETIREMENT S		
	P/R 10 4/12/17 Deferred Comp Ded	HR 0055200	24,778.01
	PUBLIC EMPLOYEE'S RETIREMENT S\$		24,778.01
Wire	PUBLIC EMPLOYEES RETIREMENT SY		
	P/R 10 4/12/17 PERS	HR 0055200	272,229.86
	PUBLIC EMPLOYEES RETIREMENT SY\$		272,229.86
Wire	STATE DISBURSEMENT UNIT		
	P/R 10 4/12/17	HR 0055200	1,145.06
	P/R 10 4/12/17	HR 0055200	198.00
	STATE DISBURSEMENT UNIT	\$	1,343.06
Wire	PUBLIC EMPLOYEE'S RETIREMENT S		
	P/R 11 5/26/17 Deferred Comp Ded	HR 0055300	24,761.29
	PUBLIC EMPLOYEE'S RETIREMENT S\$		24,761.29
Wire	STATE DISBURSEMENT UNIT		
	P/R 11 5/26/17	HR 0055300	198.00
	P/R 11 5/26/17	HR 0055300	1,145.06
	STATE DISBURSEMENT UNIT	\$	1,343.06
Wire	PUBLIC EMPLOYEES' RETIREMENT S		
	5/17 Health Ins-Retirees, Employees	14942808 5/17	249,077.35
	5/17 Health Ins-Board	14942810 5/17	5,413.88
	PUBLIC EMPLOYEES' RETIREMENT S\$		254,491.23
Wire	METROPOLITAN WATER DISTRICT		
	March 2017 Water Purchase	8978	1,735,148.63
	METROPOLITAN WATER DISTRICT	\$	1,735,148.63

Grand Total Payment Amount: \$ 3,744,936.20

Attachment 5

Payroll-Net Pay-Directors

INLAND EMPIRE UTILITIES AGENCY

Ratification of Board of Directors

Payroll for May 12 ,2017
Presented at Board Meeting on May 14, 2017

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
Jasmin Hall	\$2,874.92	\$1,788.33
Katherine Parker	\$3,188.65	\$1,412.36
Michael Camacho	\$3,931.54	\$1,371.87
Steven J. Elie	\$4,300.72	\$1,340.29
Paul Hofer	\$0.00	\$0.00
TOTALS	\$14,295.83	\$5,912.85

	Count	Amount
TOTAL EFTS PROCESSED	3	\$3,200.69
TOTAL CHECKS PROCESSED	2	\$2,712.16
CHECK NUMBERS USED	105995 - 105996	

**Directors' Meetings
Pay Period 05**

	Compensation	Meetings		Total Compensation
		Paid		
Michael Camacho - Emp#1140 (Division 5)				
IEUA (59)	\$ 225.00	6	\$	1,350.00
MWD (60)	\$ 225.00	4	\$	900.00
SAWPA (61)	\$ 225.00		\$	-
Watermaster (61)	\$ 97.35		\$	-
Regional Policy Committee (61)	\$ 125.00		\$	-
CDA (61)	\$ 75.00		\$	-
Retro Adj IEUA	\$ 225.00		\$	-
<i>Total (CC 110095)</i>		<u>10</u>	\$	<u>2,250.00</u>

	Compensation	Meetings		Total Compensation
		Paid		
Steven J. Elie - Emp #1175 (Division 3)				
IEUA (59)	\$ 225.00	10	\$	2,250.00
MWD (60)	\$ 225.00		\$	-
SAWPA (61)	\$ 225.00		\$	-
Watermaster (61)	\$ 97.35		\$	-
Regional Policy Committee (61)	\$ 125.00		\$	-
CDA (61)	\$ 225.00		\$	-
<i>Total (CC 110093)</i>		<u>10</u>	\$	<u>2,250.00</u>

	Compensation	Meetings		Total Compensation
		Paid		
Jasmin A Hall - Emp#1256 (Division 4)				
IEUA (59)	\$ 225.00	10	\$	2,250.00
MWD (60)	\$ 225.00		\$	-
SAWPA (61) Alternate	\$ 27.18		\$	-
Watermaster (61)	\$ 97.35		\$	-
Regional Policy Committee (61)	\$ 125.00		\$	-
CDA (61)	\$ 75.00		\$	-
CDA -IEUA to pay	\$ 225.00		\$	-
IEUA (59) Correction 11/2015	\$ 225.00		\$	-
SAWPA (61) Alternate Correction 11/2015	\$ 45.57		\$	-
<i>Total (CC 110094)</i>		<u>10</u>	\$	<u>2,250.00</u>

	Compensation	Meetings		Total Compensation
		Paid		
Paul Hofer - Emp#1349 (Division 2)				
IEUA (59)	\$ 225.00		\$	-
MWD (60)	\$ 225.00		\$	-
SAWPA (61)	\$ 225.00		\$	-
Watermaster (61)	\$ 97.35		\$	-
Regional Policy Committee (61)	\$ 125.00		\$	-
CDA (61)	\$ 225.00		\$	-
IEUA (59) correction	\$ 225.00		\$	-
<i>Total (CC 110092)</i>		<u>0</u>	\$	<u>-</u>

	Compensation	Meetings		Total Compensation
		Paid		
Katherine Parker - Emp#1362 (Division 1)				
IEUA (59)	\$ 225.00	5	\$	1,125.00
MWD (60)	\$ 225.00		\$	-
SAWPA (61) Alternate	\$ 27.18	2	\$	54.36
Watermaster (61) Alternate	\$ 225.00	1	\$	225.00
Regional Policy Committee (61)	\$ 125.00	1	\$	125.00
CDA (61)	\$ 225.00		\$	-
Watermaster (61) Alternate	\$ 125.00		\$	-
<i>Total (CC110091)</i>		<u>9</u>	\$	<u>1,529.36</u>

Sub Totals	
Camacho	\$ 2,250.00
Elie	\$ 2,250.00
Hall	\$ 2,250.00
Hofer	\$ -
Parker	\$ 1,529.36

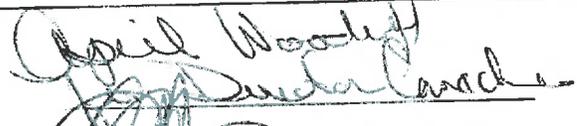
Grand Total \$ 8,279.36

IEUA DIRECTOR PAYSHEET

MICHAEL CAMACHO
 EMPLOYEE NO. 1140
 ACCOUNT NO. 10200 110100 100000 501010

APRIL 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-05-17	IEUA Board Meeting	Yes	\$225.00
04-06-17	Southern Coalition/Inland Caucus Meeting	Yes	\$225.00
04-12-17	Community and Legislative Affairs Committee	Cancelled	\$-0-
04-12-17	Engineering, Operations and Water Resources Committee	Yes	\$225.00
04-19-17	IEUA Board Meeting	Yes	\$225.00
04-20-17	Telecon with N Roberts-GM	Yes	\$225.00
04-21-17	Legislative Luncheon	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings)			\$1,350.00 ✓
Total No. of Meetings Attended			6 ✓
Total No. of Meetings Paid			6

DIRECTOR SIGNATURE 

Approved by: 
 Steven J. Elie
 President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON MWD BOARD**

MICHAEL CAMACHO
EMPLOYEE NO. 1140
ACCOUNT NO. 10700 110115 110000 511010

APRIL 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-04-17	MWD OP&T Telecon	Yes	\$225.00
04-10-17	MWD Committee	Yes	\$225.00
04-11-17	MWD Standing Committee Meetings and Board Meeting	Yes	\$225.00
04-11-17	MWD Real Property Update Telecon	Yes (same day)	\$-0-
04-25-17	MWD other Committee Meetings	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83, including MWD meetings)			\$900.00 ✓
Total No. of Meetings Attended			5
Total No. of Meetings Paid			4

DIRECTOR
SIGNATURE

April Woodruff
~~*Michael Camacho*~~

Approved by:

Steven J. Elie
Steven J. Elie
President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON REGIONAL POLICY COMMITTEE (ALTERNATE)**

MICHAEL CAMACHO
EMPLOYEE NO. 1140
ACCOUNT NO. 10900 110100 500000 501215

APRIL 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-06-17	Regional Policy Committee Meeting.	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 73, Section 1 (d) (i.e., \$125.00 – difference between Regional Policy Committee (\$100.00 and Agency meetings \$225.00), including Agency meetings			
Total No. of Meetings Attended			0
Total No. of Meetings Paid			0

**DIRECTOR
SIGNATURE**

Michael Camacho
April Woodley

Approved by:

Steven J. Elie
President, Board of Directors

IEUA DIRECTOR PAYSHEET

JASMIN A. HALL
 EMPLOYEE NO. 1256
 ACCOUNT NO. 10200 110100 100000 501010

APRIL 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-05-17	IEUA Board Meeting	Yes	\$225.00
04-05-17	IEUA's Annual Poster Contest Judging	Yes (same day)	\$-0-
04-05-17	AWWEE Calif. Social Mixer	Yes (same day)	\$-0-
04-06-17	Annual Calif. Water Policy Conference	Yes	\$225.00
04-07-17	Annual Calif. Water Policy Conference	Yes	\$225.00
04-10-17	CBWCD Percolation Basin Tour	Yes	\$225.00
04-10-17	CASA Board Telecon Mtg.	Yes (same day)	\$-0-
04-10-17	Mtg. w/W To re; iPad	Yes (staff)	\$-0-
04-10-17	Mtg. w/J. Grindstaff re; mtg. w/Supervisor J. Gonzales	Yes (staff)	\$-0-
04-10-17	IEUA Special Board Meeting (Closed Session)	Yes (same day)	\$-0-
04-12-17	Finance and Admin. Committee Meeting	Cancelled	\$-0-
04-12-17	AAESS Award, Washington,	Yes	\$225.00
04-13-17	AAESS Award, Washington	Yes	\$225.00
04-14-17	AAESS Award, Washington	Yes	\$225.00
04-17-17	ASBCSD Dinner Meeting	Yes	\$225.00
04-19-17	IEUA Board Meeting	Yes	\$225.00
04-20-17	Telecon mtg. w/N. Roberts-GM	Yes	\$225.00
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$2,250.00
Total No. of Meetings Attended			16
Total No. of Meetings Paid			10

DIRECTOR
SIGNATURE

Approved by:

[Handwritten Signature]
 Steven J. Elie, President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA
ON SAWPA COMMISSION**

JASMIN A. HALL
 EMPLOYEE NO. 1256
 ACCOUNT NO. 10500 110100 165000 501010

APRIL 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-04-17	SAWPA Commission Workshop	Yes (10 mtg max)	\$-0-
04-04-17	SAWPA Commission Meeting	Yes (same day)	\$-0-
04-18-17	SAWPA Reg. Commission Meeting	Yes (10 mtg max)	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$27.18 – difference between SAWPA (\$197.82 (eff. 2/16/16) and Agency meetings \$225.00), including Agency meetings			
Total No. of SAWPA Meetings Attended			3
Total No. of SAWPA Meetings Paid			0

DIRECTOR SIGNATURE 

Approved by: 
 Steven J. Elie
 President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY**

JASMIN A. HALL
 EMPLOYEE NO. 1256
 ACCOUNT NO. 10200 110100 100000 501010

APRIL 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-06-17	CDA Board Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$225.00 excludes alternate) including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR SIGNATURE 

Approved by: 
 Steven J. Elie
 President, Board of Directors

*Chino Desalter Authority will pay \$150.00 per meeting directly to the Agency.

IEUA DIRECTOR PAYSHEET

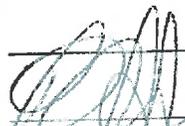
PAUL HOFER
 EMPLOYEE NO. 1349
 ACCOUNT NO. 10200 110100 100000 501010

APRIL 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-05-17	IEUA Board Meeting	Yes	\$-0-
04-10-17	Special Board Meeting – Closed Session	Yes	\$-0-
04-12-17	Engineering, Operations & Water Resources Committee	Yes	\$-0-
04-19-17	IEUA Board Meeting	Yes	\$-0-
04-24-17	Telecon w/N Roberts-GM		
04-27-17	Ontario Oversight Meeting	Yes	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$-0-
Total No. of Meetings Attended			5
Total No. of Meetings Paid			0

DIRECTOR
SIGNATURE

Approved by:



 Steven J. Elie
 President, Board of Directors

Director Hofer has waived all stipend payments.

IEUA DIRECTOR PAYSHEET

STEVEN J. ELIE
 EMPLOYEE NO. 1175
 ACCOUNT NO. 10200 110100 100000 501010

APRIL 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-03-17	Bill Intro Telecon w/West Coast Advisors	Yes	\$225.00
04-05-17	IEUA Board Meeting	Yes	\$225.00
04-10-17	IEUA Special Board Meeting (Closed Session)	Yes	\$225.00
04-12-17	IEUA Community & Leg. Affairs Committee	Cancelled	\$-0-
04-12-17	AAESS Award, Washington DC	Yes	\$225.00
04-13-17	AAESS Award, Washington DC	Yes	\$225.00
04-14-17	AAESS Award, Washington DC	Yes (same day)	\$-0-
04-14-17	Board Agenda Review w/JC/JG	Yes	\$225.00
04-17-17	SCWC Legislative Call	Yes	\$225.00
04-19-17	Board Meeting	Yes	\$225.00
04-20-17	WaterNow Alliance Award Summit	Yes	\$225.00
04-21-17	WaterNow Alliance Award Summit	Yes (decline pymt)	\$-0-
04-24-17	Telecon Mtg. w/N Roberts-GM	Yes	\$225.00
04-25-17	President's Meet & Greet w/Staff	Yes (staff)	\$-0-
04-26-17	President's Meet & Greet w/Staff	Yes (staff)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$2,250.00
Total No. of Meetings Attended			14
Total No. of Meetings Paid			10

DIRECTOR
SIGNATURE

Steven J. Elie

Approved by:

Jasmin Hall
 Jasmin Hall
 Secretary/Treasurer

**DIRECTOR PAYSHEET FOR IEUA
ON WATERMASTER BOARD**

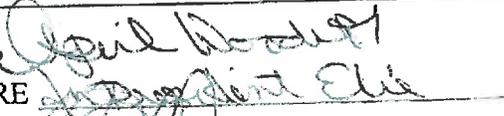
STEVEN J. ELIE
EMPLOYEE NO. 1175
ACCOUNT NO. 10200 110100 100000 501010

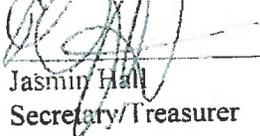
APRIL 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-04-17	CBWM Special Board Meeting - Closed Session	Yes*	\$-0-
04-21-17	CBWM Special Board Meeting - Closed Session	Yes*	\$-0-
04-27-17	CBWM Board Meeting	Yes*	\$-0-

TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$100.00 - difference between Watermaster \$125.00 and Agency meetings \$225.00), including District meetings	\$-0-
Total No. of Watermaster Meetings Attended	3
Total No. of Watermaster Meetings Paid	0

***Decline IEUA portion**

DIRECTOR SIGNATURE 

Approved by: 
Jasmin Hall
Secretary/Treasurer

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON CHINO DESALTER AUTHORITY (ALTERNATE)**

STEVEN J. ELIE
EMPLOYEE NO. 1175
ACCOUNT NO. 10200 110100 100000 501010

APRIL 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-06-16	CDA Board Meeting	Yes (10 mtg max)	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$225.00), including Agency meetings			
Total No. of CDA Meetings Attended			1
Total No. of CDA Meetings Paid			0

DIRECTOR SIGNATURE *Steven J. Elie*
 Approved by: *Jasmin Hall*
 Jasmin Hall
 Secretary/Treasurer

IEUA DIRECTOR PAYSHEET

KATI PARKER
 EMPLOYEE NO. 1362
 ACCOUNT NO. 10200 1100100 100000 501010

APRIL 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-05-17	IEUA Board Meeting	Yes	\$225.00
04-05-17	IEUA Annual Poster Contest Judging	Yes (same day)	\$-0-
04-10-17	Special IEUA Board Meeting – Closed Session	Yes	\$225.00
04-12-17	Engineering, Operations & Water Resources Committee	Yes	\$225.00
04-12-17	Meeting with A Woodruff/Board Secretary Performance	Yes (staff)	\$-0-
04-19-17	IEUA Board Meeting	Yes	\$225.00
04-20-17	Telecon meeting w/N Roberts - GM	Yes	\$225.00
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$27.18 – difference between SAWPA (\$197.82 (eff. 2/16/16) and Agency meetings \$225.00 including Agency meetings			\$1,125.00
Total No. of Meetings Attended			7
Total No. of Meetings Paid			5

DIRECTOR
SIGNATURE

[Handwritten Signature: Kati Parker]

Approved by:

[Handwritten Signature: Steven J. Elie]
 Steven J. Elie
 President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON REGIONAL POLICY COMMITTEE**

KATI PARKER
EMPLOYEE NO. 1362
ACCOUNT NO. 10900 110100 500000 501215

APRI 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-06-17	Regional Policy Committee Meeting.	Yes	\$125.00
TOTAL REIMBURSEMENT			\$125.00
Up to 10 days of service per month per Ordinance No. 73, Section 1 (d) (i.e., \$125.00 – difference between Regional Policy Committee (\$100.00 and Agency meetings \$225.00) including Agency meetings			
Total No. of Meetings Attended			1
Total No. of Meetings Paid			1

**DIRECTOR
SIGNATURE**

[Handwritten Signature]
[Handwritten Signature]

Approved by:

Steven L. Elie
President, Board of Directors

DIRECTOR PAYSHEET FOR IEUA
ON SAWPA COMMISSION (ALTERNATE)

KATI PARKER
EMPLOYEE NO. 1362
ACCOUNT NO. 10500 110100 165000 501010

APRIL 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-04-17	SAWPA Commission Workshop	Yes	\$27.18
04-18-17	SAWPA Commission	Yes	\$27.18
TOTAL REIMBURSEMENT			\$54.36
Up to 10 days of service per month per Ordinance No. 83, Section 1 (d) (i.e., \$27.18 – difference between SAWPA (\$197.82 (eff. 2/16/16) and Agency meetings \$225.00), including Agency meetings			
Total No. of SAWPA Meetings Attended			2
Total No. of SAWPA Meetings Paid			2

DIRECTOR
SIGNATURE

Paul Woodard
Kati Parker

Approved by:

Steven J. Elie
Steven J. Elie
President, Board of Directors

**DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON WATERMASTER BOARD (ALTERNATE)**

KATI PARKER
EMPLOYEE NO. 1362
ACCOUNT NO. 10200 110100 100000 501010

APRIL 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-20-17	CBWM New Board Member Orientation #2	Yes (same day)	\$-0-
04-27-17	CBWM Board Meeting	Yes	\$225.00
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 98, Section 1 (d) (i.e., \$100.00 – difference between Watermaster \$125.00 and Agency meetings \$225.00), including Agency meetings			\$225.00
Total No. of Watermaster Meetings Attended			2
Total No. of Watermaster Meetings Paid			1

DIRECTOR
SIGNATURE

[Handwritten Signature]

Approved by:

[Handwritten Signature]

Steven J. Elie
President, Board of Directors

- * Chino Basin Watermaster does not compensate an alternate Director unless the alternate Director is attending on behalf of an absent primary Director. In accordance to Ordinance No. 98, Section 1, (i) Attendance at any meeting provided for under Sections 1.b, c, e, and f, shall also include payment to both the primary representative and the alternate representative to said body if they both attend said meeting.

Attachment 6

Payroll-Net Pay-Employees

Non-Board Members	PP 10 Checks	PP 10 EFTs	PP 11 Checks	PP 11 EFTs	April
NET PAY TO EE	\$0.00	\$695,623.59	\$0.00	\$696,328.92	\$1,391,952.51

INLAND EMPIRE UTILITIES AGENCY

Payroll for May 12, 2017

Presented at Board Meeting on June 14, 2017

GROSS PAYROLL COSTS			\$1,266,993.05
DEDUCTIONS			(\$571,369.46)
NET PAYROLL			695,623.59
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	0		
TRANSACTION PROCESSED	0	363	363
AMOUNT	\$0.00	\$695,623.59	<u>\$695,623.59</u>

INLAND EMPIRE UTILITIES AGENCY

Payroll for May 26, 2017

Presented at Board Meeting on June 14, 2017

GROSS PAYROLL COSTS			\$1,262,765.16
DEDUCTIONS			(\$566,436.24)
NET PAYROLL			696,328.92
NET PAYROLL BREAKDOWN	CHECKS	EFT	TOTAL
CHECKS USED	0		
TRANSACTION PROCESSED	0	364	364
AMOUNT	\$0.00	\$696,328.92	<u>\$696,328.92</u>

**CONSENT
CALENDAR
ITEM**

2D



Date: July 19, 2017

To: The Honorable Board of Directors

From: *for* P. Joseph Grindstaff *PG*
General Manager

Submitted by: Christina Valencia *CV*
Executive Manager of Finance and Administration/AGM

Sharmeen Bhojani *SB*
Manager of Human Resources

Subject: Adoption of Resolution No. 2017-7-2, Amending the Personnel Manual for the Unrepresented Employees and Resolution No. 2017-7-3, Amending the Salary Schedule/Matrix for Unrepresented Employees, Executive Management Employees, the Laboratory Unit, the General Unit, the Professional Unit, and the Operators' Association

RECOMMENDATION

It is recommended that the Board of Directors adopt Resolution No. 2017-7-2, amending the Personnel Manual for the Unrepresented Employees and Resolution No. 2017-7-3, amending the salary schedule/matrix for Unrepresented Employees, Executive Management Employees, the Laboratory Unit, the General Unit, the Professional Unit, and the Operators' Association.

BACKGROUND

The floating holidays that each employee is entitled to receive varies by each bargaining unit. Currently, the Unrepresented Employees (non-management) receive four floating holidays which is lower than the amount received by some of the other bargaining units. Since the Unrepresented Employees do not collectively bargain at the table, their floating holidays were not adjusted during the last round of negotiations in 2013 during which time some of the other units received additional days of floating holiday. To maintain internal equity, a proposal is being made to increase the floating holiday benefit for Unrepresented Employees (non-management) from four days to six days. To facilitate this change, Section 10.04 of the Personnel Manual shall be amended to reflect "Floating Holiday (Non-management) 6 days per FY." It should be noted that the floating holidays for this group has remained unchanged since 2007.

Maintenance of the Agency's salary schedules/matrices falls under the responsibility of the Human Resources Department, including presenting a comprehensive salary resolution incorporating changes to the Board of Directors as changes occur in accordance with the California Code of Regulations (CCR) §570.5 [Requirement for a Publicly Available Pay Schedule]. The last update for all the groups was approved by the Board on June 21, 2017. An error was discovered in the salary matrix that was approved last month for salary ranges 201 and 203; the formula for the COLA adjustment was not applied to these positions and needs to be corrected. As a result, a recommendation is being made for the Board to adopt the revised salary matrix which is attached to the Resolution and Personnel Manual as "Exhibit 1."

The California Public Employees' Retirement System (CalPERS) employers may only report payrates, for the purposes of calculating retirement benefits, that meet the definition of a Publicly Available Salary Schedule as defined by CCR 570.5. The code states in part:

"(a) For purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:

- (1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
- (2) Identifies the position title for every employee position;
- (3) Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- (4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- (5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- (6) Indicates an effective date and date of any revisions;
- (7) Is retained by the employer and available for public inspection for not less than five years; and
- (8) Does not reference another document in lieu of disclosing the payrate.

PRIOR BOARD ACTION

The last update to the salary schedule/matrix for all groups was approved by the Board on June 21, 2017.

IMPACT ON BUDGET

The annual fiscal impact of the additional floating holidays is anticipated to be approximately \$85,000; adequate funds are budgeted in the Administrative Services Fund.

RESOLUTION NO. 2017-7-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE AMENDMENT OF THE PERSONNEL MANUAL

WHEREAS, the Board of Directors of the Inland Empire Utilities Agency* approved a Personnel Manual for the Unrepresented Employees on September 4, 2013; and

WHEREAS, the Agency now desires to update Section 10.04 of the Personnel Manual to reflect six floating holidays for the Unrepresented Employees (non-management).

NOW, THEREFORE, the Board of Directors of the Inland Empire Utilities Agency* does hereby **RESOLVE, DETERMINE AND ORDER** as follows:

SECTION 1. That the amendment be included herein as part of the Personnel Manual.

SECTION 2. The amendment shall be effective as of July 1, 2017.

ADOPTED the 19th day of July 2017.

Steven J. Elie
President of the Inland Empire
Utilities Agency* and of the
Board of Directors thereof

ATTEST:

Jasmin A. Hall
Secretary/Treasurer of the Inland Empire
Utilities Agency* and of the
Board of Directors thereof

*A Municipal Water District

STATE OF CALIFORNIA)
COUNTY OF) SS
SAN BERNARDINO)

I, Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2017-7-2, was adopted at a regular
Board Meeting on July 19, 2017, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jasmin A. Hall
Secretary/Treasurer of the Inland Empire
Utilities Agency* and of the
Board of Directors thereof

(SEAL)

*A Municipal Water District

RESOLUTION NO. 2017-7-3

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING THE AMENDMENT OF THE UNREPRESENTED, EXECUTIVE MANAGEMENT, LABORATORY UNIT, OPERATORS' ASSOCIATION, PROFESSIONAL UNIT AND GENERAL UNIT SALARY SCHEDULE/MATRIX

WHEREAS, the Agency has compensation changes for the Unrepresented, Executive Management, Laboratory Unit, Operators' Association, Professional Unit and General Unit employees; and

WHEREAS, the Agency now desires to update the salary and classification information to comply with the California Code of Regulations (CCR) §570.5.

NOW, THEREFORE, the Board of Directors of the Inland Empire Utilities Agency* does hereby **RESOLVE, DETERMINE AND ORDER** as follows:

SECTION 1. The Unrepresented, Executive Management, Laboratory Unit, Operators' Association, Professional Unit and General Unit salary schedule/matrix is hereby adopted and set forth in Exhibit "1" of this resolution.

SECTION 2. The salary information contained in Exhibit "1" shall be effective as of July 1, 2017.

ADOPTED the 19th day of July 2017.

Steven J. Elie
President of the Inland Empire
Utilities Agency* and of the
Board of Directors thereof

ATTEST:

Jasmin A. Hall
Secretary/Treasurer of the Inland Empire
Utilities Agency* and of the
Board of Directors thereof

*A Municipal Water District

STATE OF CALIFORNIA)
COUNTY OF) SS
SAN BERNARDINO)

I, Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2017-7-3, was adopted at a regular
Board Meeting on July 19, 2017, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jasmin A. Hall
Secretary/Treasurer of the Inland Empire
Utilities Agency* and of the
Board of Directors thereof

(SEAL)

*A Municipal Water District

**Salary Matrix
Effective July 1, 2017**

EXHIBIT 1

CLASSIFICATION TITLE	Salary Range	Unit	FLSA
Accountant I	173	UN	Exempt
Accountant II	175	PR	Exempt
Accounting Technician I	169	UN	Non-exempt
Accounting Technician I	170	GU	Non-exempt
Accounting Technician II	173	GU	Non-exempt
Administrative Assistant I	171	GU	Non-exempt
Administrative Assistant I (confidential)	171	UN	Non-exempt
Administrative Assistant II	174	PR	Non-exempt
Administrative Assistant II (confidential)	174	UN	Non-exempt
Assistant Engineer	179	UN	Exempt
Associate Engineer	182	UN	Exempt
Biologist ¹	181	LB	Exempt
Board Secretary/Office Manager	188	UN	Exempt
Budget Officer	186	UN	Exempt
Business Systems Analyst I	179	PR	Exempt
Business Systems Analyst II	181	PR	Exempt
CAD Designer	178	UN	Non-exempt
Chemist	181	LB	Exempt
Chief Financial Officer	192	UN	Exempt
Chief Information Technology Officer	192	UN	Exempt
Collection System Operator I	171	GU	Non-exempt
Collection System Operator II	175	GU	Non-exempt
Collection System Operator III	177	GU	Non-exempt
Compost Operator	174	GU	Non-exempt
Compost Sales Representative	181	PR	Exempt
Compost Worker	170	GU	Non-exempt
Construction Project Inspector	180	UN	Non-exempt
Construction Project Manager - PE	186	PR	Exempt
Contracts Administrator I	177	PR	Exempt
Contracts Administrator II	180	PR	Exempt
Control Systems Analyst I	180	GU	Non-exempt
Control Systems Analyst II	182	GU	Non-exempt
Deputy Manager of Capital Improvement Projects	188	UN	Exempt
Deputy Manager of Construction Management	188	UN	Exempt
Deputy Manager of Engineering	189	UN	Exempt
Deputy Manager of Grants	188	UN	Exempt
Deputy Manager of Human Resources	188	UN	Exempt
Deputy Manager of Integrated Systems Services	188	UN	Exempt
Deputy Manager of Maintenance	188	UN	Exempt
Deputy Manager of Operations	188	UN	Exempt
Deputy Manager of Planning & Environmental Resources	189	UN	Exempt
Deputy Manager of Safety	188	UN	Exempt
Electrical & Instrumentation Technician I	176	GU	Non-exempt

**Salary Matrix
Effective July 1, 2017**

EXHIBIT 1

CLASSIFICATION TITLE	Salary Range	Unit	FLSA
Electrical & Instrumentation Technician II	179	GU	Non-exempt
Electrical & Instrumentation Technician III	181	GU	Non-exempt
Electrical & Instrumentation Technician III ²	182	GU	Non-exempt
Electrical & Instrumentation Technician IV	182	GU	Non-exempt
Engineering Services Analyst	182	PR	Exempt
Engineering Services Specialist	179	UN	Exempt
Engineering Technician	175	GU	Non-exempt
Environmental Resources Planner I	179	UN	Exempt
Environmental Resources Planner II	182	UN	Exempt
Executive Assistant	178	UN	Exempt
Executive Manager of Engineering/Assistant General Manager	196	EX	Exempt
Executive Manager of External Affairs and Policy Development/AGM	196	EX	Exempt
Executive Manager of Finance & Administration/Assistant General Manager	196	EX	Exempt
Executive Manager of Operations/Assistant General Manager	196	EX	Exempt
External Affairs Analyst	180	UN	Exempt
External Affairs Specialist I	171	UN	Exempt
External Affairs Specialist I (Y-Rated) ³	202	UN	Exempt
External Affairs Specialist II	177	UN	Exempt
Facilities Specialist	177	PR	Exempt
Facilities Specialist - Landscape	177	UN	Exempt
Financial Analyst I	179	PR	Exempt
Financial Analyst II	181	PR	Exempt
General Manager	203	EX	Exempt
GIS Specialist	178	UN	Exempt
Grants Administrator	179	PR	Exempt
Grants Officer	186	UN	Exempt
Human Resources Analyst I	177	UN	Exempt
Human Resources Analyst II	179	UN	Exempt
Human Resources Officer	183	UN	Exempt
Human Resources Technician	171	UN	Non-exempt
HVAC Technician	177	GU	Non-exempt
Industrial Engine Technician I	177	GU	Non-exempt
Industrial Engine Technician II	181	GU	Non-exempt
Information Systems Analyst I	179	PR	Exempt
Information Systems Analyst II	181	PR	Exempt
Intern	001	OTR	Non-exempt
Internal Auditor	179	UN	Exempt
Inventory Resources Coordinator	181	PR	Exempt
Laboratory Assistant	172	LB	Non-exempt
Laboratory Scientist I	177	LB	Non-exempt
Laboratory Scientist II	179	LB	Non-exempt
Maintenance Planner	181	GU	Non-exempt
Maintenance Specialist	201	UN	Exempt

Salary Matrix
Effective July 1, 2017

EXHIBIT 1

CLASSIFICATION TITLE	Salary Range	Unit	FLSA
Manager of Business Information Services	190	UN	Exempt
Manager of Contracts & Procurement	190	UN	Exempt
Manager of Engineering	192	UN	Exempt
Manager of External Affairs	190	UN	Exempt
Manager of Finance & Accounting	190	UN	Exempt
Manager of Grants	190	UN	Exempt
Manager of Human Resources	190	UN	Exempt
Manager of Integrated Systems Services	190	UN	Exempt
Manager of Internal Audit	190	UN	Exempt
Manager of Laboratories	190	UN	Exempt
Manager of Operations & Maintenance	192	UN	Exempt
Manager of Planning & Environmental Resources	192	UN	Exempt
Manager of Regional Compost Authority	190	UN	Exempt
Manager of Technical Services	190	UN	Exempt
Materials Specialist	182	PR	Exempt
Mechanic I	172	GU	Non-exempt
Mechanic I ⁴	173	GU	Non-exempt
Mechanic II	176	GU	Non-exempt
Mechanic III	179	GU	Non-exempt
Mechanic IV	181	GU	Non-exempt
Network Administrator	183	PR	Exempt
Office Assistant (confidential)	166	UN	Non-exempt
Office Assistant	166	GU	Non-exempt
Operations Specialist	179	UN	Exempt
Pretreatment & Source Control Inspector I	174	GU	Non-exempt
Pretreatment & Source Control Inspector II	177	GU	Non-exempt
Principal Accountant	186	UN	Exempt
Procurement Specialist I ⁵	174	PR	Non-exempt
Procurement Specialist II	175	PR	Non-exempt
Project Manager I	184	PR	Exempt
Project Manager II	185	PR	Exempt
Records Specialist	173	GU	Non-exempt
Recycled Water Distribution Operator	179	OP	Non-exempt
Risk Specialist	174	UN	Non-exempt
RW/Groundwater Recharge Systems Maintenance Technician	176	GU	Non-exempt
RW/Groundwater Recharge Operations & Maintenance Specialist	179	UN	Exempt
Safety Analyst	178	UN	Exempt
Safety Officer	183	UN	Exempt
Senior Accountant	179	PR	Exempt
Senior Associate Engineer	184	UN	Exempt
Senior Associate Engineer - PE	185	UN	Exempt
Senior Compost Operations & Maintenance Technician	181	GU	Non-exempt
Senior Construction Project Inspector	182	UN	Exempt

Salary Matrix
Effective July 1, 2017

EXHIBIT 1

CLASSIFICATION TITLE	Salary Range	Unit	FLSA
Senior Engineer	187	PR	Exempt
Senior Environmental Resources Planner	184	UN	Exempt
Senior External Affairs Specialist	180	UN	Exempt
Senior Financial Analyst	183	PR	Exempt
Senior Information Systems Analyst	182	PR	Exempt
Senior Internal Auditor	182	UN	Exempt
Senior Inventory Analyst	182	PR	Exempt
Senior Management Analyst	182	PR	Exempt
Senior Operations Specialist	184	UN	Exempt
Senior Project Manager	187	PR	Exempt
Senior Pretreatment & Source Control Inspector	180	GU	Non-exempt
Senior Wastewater Treatment Plant Operator	181	OP	Non-exempt
Senior Water Plant Operator	181	OP	Non-exempt
Senior Water Resources Analyst	182	PR	Exempt
Systems Administrator	181	PR	Exempt
Technology Specialist I	178	GU	Non-exempt
Technology Specialist II	180	GU	Non-exempt
Technology Specialist III	182	GU	Non-exempt
Warehouse Technician	171	GU	Non-exempt
Wastewater Treatment Plant Operator I	174	OP	Non-exempt
Wastewater Treatment Plant Operator II	176	OP	Non-exempt
Wastewater Treatment Plant Operator III	178	OP	Non-exempt
Wastewater Treatment Plant Operator IV, V	180	OP	Non-exempt
Wastewater Treatment Plant Operator-in-Training	171	OP	Non-exempt
Water Plant Operator I	174	OP	Non-exempt
Water Plant Operator II	176	OP	Non-exempt
Water Plant Operator III	178	OP	Non-exempt
Water Plant Operator IV, V	180	OP	Non-exempt

Notes:

1. Incumbent Biologist in this position prior to 7/1/01 shall be non-exempt.
2. Salary range for incumbent Senior Electrical & Instrumentation Tech employee reclassified to Electrical & Instrumentation Technician III .
3. The Y-Rated salary for this position is reflective of the incumbent in the position effective 11/1/14 formerly classified as CIP Coordinator.
4. Salary range for incumbent Plant Maintenance Technician II employees reclassified to Mechanic I.
5. Incumbent Procurement Specialist I in this position prior to 3/15/15 shall be exempt.

**Unrepresented, Executive, General Unit, Laboratory Unit, Operators' Association,
and Professional Unit Salary Matrix**

EXHIBIT 1

Effective July 1, 2017

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
165				
1	18.8344	1,506.75	3,264.63	39,176
2	19.3052	1,544.42	3,346.23	40,155
3	19.7878	1,583.02	3,429.89	41,159
4	20.2825	1,622.60	3,515.64	42,188
5	20.7895	1,663.16	3,603.52	43,242
6	21.3093	1,704.75	3,693.62	44,323
7	21.8420	1,747.36	3,785.95	45,431
8	22.3881	1,791.05	3,880.60	46,567
9	22.9478	1,835.83	3,977.62	47,731
166				
1	19.7748	1,581.98	3,427.63	41,132
2	20.2691	1,621.53	3,513.31	42,160
3	20.7759	1,662.07	3,601.15	43,214
4	21.2952	1,703.62	3,691.17	44,294
5	21.8276	1,746.21	3,783.45	45,401
6	22.3733	1,789.86	3,878.04	46,536
7	22.9326	1,834.61	3,974.98	47,700
8	23.5059	1,880.47	4,074.36	48,892
9	24.0936	1,927.48	4,176.22	50,115
167				
1	20.7631	1,661.04	3,598.93	43,187
2	21.2821	1,702.57	3,688.89	44,267
3	21.8141	1,745.13	3,781.11	45,373
4	22.3595	1,788.76	3,875.65	46,508
5	22.9185	1,833.48	3,972.54	47,670
6	23.4915	1,879.32	4,071.85	48,862
7	24.0788	1,926.30	4,173.65	50,084
8	24.6808	1,974.46	4,278.00	51,336
9	25.2978	2,023.82	4,384.95	52,619
168				
1	21.7992	1,743.94	3,778.53	45,342
2	22.3442	1,787.53	3,872.99	46,476
3	22.9028	1,832.22	3,969.82	47,638
4	23.4753	1,878.03	4,069.06	48,829
5	24.0622	1,924.98	4,170.79	50,049
6	24.6639	1,973.11	4,275.07	51,301
7	25.2804	2,022.44	4,381.94	52,583
8	25.9125	2,073.00	4,491.49	53,898
9	26.5602	2,124.82	4,603.77	55,245
169				
1	22.8877	1,831.02	3,967.20	47,606
2	23.4599	1,876.79	4,066.38	48,797
3	24.0463	1,923.71	4,168.03	50,016
4	24.6476	1,971.80	4,272.24	51,267

**Unrepresented, Executive, General Unit, Laboratory Unit, Operators' Association,
and Professional Unit Salary Matrix**

EXHIBIT 1

Effective July 1, 2017

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
5	25.2637	2,021.09	4,379.04	52,548
6	25.8953	2,071.63	4,488.53	53,862
7	26.5427	2,123.42	4,600.73	55,209
8	27.2063	2,176.50	4,715.75	56,589
9	27.8864	2,230.91	4,833.64	58,004
170				
1	24.0328	1,922.62	4,165.68	49,988
2	24.6335	1,970.68	4,269.81	51,238
3	25.2493	2,019.95	4,376.55	52,519
4	25.8806	2,070.45	4,485.96	53,832
5	26.5276	2,122.21	4,598.11	55,177
6	27.1908	2,175.26	4,713.07	56,557
7	27.8706	2,229.65	4,830.90	57,971
8	28.5674	2,285.39	4,951.68	59,420
9	29.2816	2,342.53	5,075.47	60,906
171				
1	25.2343	2,018.75	4,373.95	52,487
2	25.8652	2,069.22	4,483.31	53,800
3	26.5118	2,120.94	4,595.38	55,145
4	27.1746	2,173.97	4,710.26	56,523
5	27.8540	2,228.32	4,828.03	57,936
6	28.5504	2,284.03	4,948.73	59,385
7	29.2641	2,341.13	5,072.45	60,869
8	29.9957	2,399.65	5,199.25	62,391
9	30.7456	2,459.65	5,329.24	63,951
172				
1	26.4969	2,119.75	4,592.80	55,114
2	27.1594	2,172.75	4,707.62	56,491
3	27.8384	2,227.07	4,825.32	57,904
4	28.5343	2,282.74	4,945.94	59,351
5	29.2477	2,339.82	5,069.60	60,835
6	29.9789	2,398.31	5,196.34	62,356
7	30.7283	2,458.26	5,326.24	63,915
8	31.4966	2,519.73	5,459.40	65,513
9	32.2839	2,582.71	5,595.88	67,151
173				
1	27.8205	2,225.64	4,822.22	57,867
2	28.5159	2,281.28	4,942.76	59,313
3	29.2289	2,338.31	5,066.35	60,796
4	29.9596	2,396.77	5,192.99	62,316
5	30.7085	2,456.68	5,322.81	63,874
6	31.4763	2,518.10	5,455.89	65,471
7	32.2632	2,581.05	5,592.28	67,107
8	33.0698	2,645.59	5,732.11	68,785
9	33.8966	2,711.73	5,875.41	70,505

**Unrepresented, Executive, General Unit, Laboratory Unit, Operators' Association,
and Professional Unit Salary Matrix
Effective July 1, 2017**

EXHIBIT 1

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
174				
1	29.2093	2,336.74	5,062.94	60,755
2	29.9395	2,395.16	5,189.51	62,274
3	30.6880	2,455.04	5,319.26	63,831
4	31.4553	2,516.42	5,452.25	65,427
5	32.2417	2,579.33	5,588.56	67,063
6	33.0477	2,643.81	5,728.26	68,739
7	33.8739	2,709.91	5,871.47	70,458
8	34.7207	2,777.66	6,018.25	72,219
9	35.5887	2,847.10	6,168.71	74,025
175				
1	30.6678	2,453.43	5,315.76	63,789
2	31.4346	2,514.76	5,448.66	65,384
3	32.2204	2,577.63	5,584.86	67,018
4	33.0259	2,642.07	5,724.50	68,694
5	33.8516	2,708.13	5,867.61	70,411
6	34.6979	2,775.83	6,014.30	72,172
7	35.5653	2,845.23	6,164.66	73,976
8	36.4544	2,916.35	6,318.76	75,825
9	37.3658	2,989.26	6,476.74	77,721
176				
1	32.2004	2,576.03	5,581.40	66,977
2	33.0054	2,640.43	5,720.94	68,651
3	33.8305	2,706.44	5,863.95	70,367
4	34.6762	2,774.10	6,010.55	72,127
5	35.5431	2,843.45	6,160.81	73,930
6	36.4318	2,914.54	6,314.84	75,778
7	37.3425	2,987.40	6,472.70	77,672
8	38.2761	3,062.08	6,634.52	79,614
9	39.2330	3,138.64	6,800.39	81,605
177				
1	33.8112	2,704.90	5,860.61	70,327
2	34.6565	2,772.52	6,007.12	72,085
3	35.5230	2,841.84	6,157.31	73,888
4	36.4110	2,912.88	6,311.25	75,735
5	37.3213	2,985.71	6,469.03	77,628
6	38.2543	3,060.35	6,630.75	79,569
7	39.2107	3,136.86	6,796.52	81,558
8	40.1909	3,215.28	6,966.43	83,597
9	41.1957	3,295.65	7,140.58	85,687
178				
1	35.5004	2,840.04	6,153.41	73,841
2	36.3880	2,911.04	6,307.25	75,687
3	37.2977	2,983.82	6,464.94	77,579
4	38.2302	3,058.41	6,626.56	79,519

**Unrepresented, Executive, General Unit, Laboratory Unit, Operators' Association,
and Professional Unit Salary Matrix
Effective July 1, 2017**

EXHIBIT 1

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
5	39.1859	3,134.87	6,792.22	81,507
6	40.1656	3,213.25	6,962.03	83,544
7	41.1697	3,293.58	7,136.09	85,633
8	42.1990	3,375.92	7,314.49	87,774
9	43.2539	3,460.31	7,497.34	89,968
179				
1	37.2769	2,982.15	6,461.32	77,536
2	38.2088	3,056.70	6,622.85	79,474
3	39.1639	3,133.11	6,788.42	81,461
4	40.1431	3,211.44	6,958.13	83,498
5	41.1467	3,291.73	7,132.09	85,585
6	42.1753	3,374.03	7,310.39	87,725
7	43.2297	3,458.38	7,493.15	89,918
8	44.3105	3,544.84	7,680.48	92,166
9	45.4182	3,633.46	7,872.49	94,470
180				
1	39.1402	3,131.22	6,784.30	81,412
2	40.1188	3,209.50	6,953.92	83,447
3	41.1217	3,289.74	7,127.77	85,533
4	42.1497	3,371.98	7,305.96	87,671
5	43.2035	3,456.28	7,488.60	89,863
6	44.2835	3,542.68	7,675.81	92,110
7	45.3906	3,631.25	7,867.71	94,413
8	46.5255	3,722.04	8,064.41	96,773
9	47.6886	3,815.09	8,266.03	99,192
181				
1	41.0950	3,287.60	7,123.14	85,478
2	42.1225	3,369.80	7,301.23	87,615
3	43.1755	3,454.04	7,483.76	89,805
4	44.2548	3,540.39	7,670.84	92,050
5	45.3613	3,628.90	7,862.62	94,351
6	46.4953	3,719.63	8,059.19	96,710
7	47.6577	3,812.62	8,260.67	99,128
8	48.8491	3,907.93	8,467.18	101,606
9	50.0703	4,005.63	8,678.86	104,146
182				
1	43.1501	3,452.00	7,479.34	89,752
2	44.2288	3,538.30	7,666.33	91,996
3	45.3345	3,626.76	7,857.98	94,296
4	46.4679	3,717.43	8,054.43	96,653
5	47.6296	3,810.37	8,255.80	99,070
6	48.8203	3,905.63	8,462.19	101,546
7	50.0408	4,003.26	8,673.73	104,085
8	51.2919	4,103.35	8,890.59	106,687
9	52.5741	4,205.93	9,112.84	109,354

**Unrepresented, Executive, General Unit, Laboratory Unit, Operators' Association,
and Professional Unit Salary Matrix
Effective July 1, 2017**

EXHIBIT 1

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
183				
1	45.3094	3,624.76	7,853.64	94,244
2	46.4423	3,715.38	8,049.99	96,600
3	47.6033	3,808.27	8,251.24	99,015
4	48.7934	3,903.47	8,457.53	101,490
5	50.0132	4,001.05	8,668.95	104,027
6	51.2635	4,101.08	8,885.68	106,628
7	52.5452	4,203.61	9,107.83	109,294
8	53.8587	4,308.70	9,335.51	112,026
9	55.2053	4,416.42	9,568.91	114,827
184				
1	47.5734	3,805.87	8,246.06	98,953
2	48.7627	3,901.02	8,452.21	101,427
3	49.9818	3,998.55	8,663.52	103,962
4	51.2314	4,098.51	8,880.11	106,561
5	52.5122	4,200.97	9,102.11	109,225
6	53.8250	4,306.00	9,329.66	111,956
7	55.1706	4,413.65	9,562.91	114,755
8	56.5498	4,523.99	9,801.97	117,624
9	57.9637	4,637.09	10,047.04	120,564
185				
1	49.9506	3,996.05	8,658.11	103,897
2	51.1994	4,095.95	8,874.56	106,495
3	52.4793	4,198.34	9,096.41	109,157
4	53.7913	4,303.31	9,323.83	111,886
5	55.1361	4,410.89	9,556.92	114,683
6	56.5145	4,521.16	9,795.85	117,550
7	57.9274	4,634.19	10,040.74	120,489
8	59.3755	4,750.04	10,291.76	123,501
9	60.8600	4,868.80	10,549.07	126,589
186				
1	52.4496	4,195.97	9,091.27	109,095
2	53.7609	4,300.87	9,318.55	111,823
3	55.1049	4,408.39	9,551.51	114,618
4	56.4825	4,518.60	9,790.30	117,484
5	57.8946	4,631.57	10,035.06	120,421
6	59.3420	4,747.36	10,285.95	123,431
7	60.8255	4,866.04	10,543.08	126,517
8	62.3461	4,987.69	10,806.66	129,680
9	63.9048	5,112.39	11,076.84	132,922
187				
1	55.0707	4,405.65	9,545.58	114,547
2	56.4473	4,515.79	9,784.20	117,410
3	57.8585	4,628.68	10,028.81	120,346
4	59.3050	4,744.40	10,279.54	123,354

**Unrepresented, Executive, General Unit, Laboratory Unit, Operators' Association,
and Professional Unit Salary Matrix
Effective July 1, 2017**

EXHIBIT 1

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
5	60.7876	4,863.01	10,536.52	126,438
6	62.3074	4,984.59	10,799.95	129,599
7	63.8650	5,109.20	11,069.93	132,839
8	65.4617	5,236.93	11,346.69	136,160
9	67.0982	5,367.85	11,630.35	139,564
188				
1	57.8222	4,625.78	10,022.52	120,270
2	59.2677	4,741.42	10,273.07	123,277
3	60.7494	4,859.96	10,529.90	126,359
4	62.2681	4,981.45	10,793.14	129,518
5	63.8248	5,105.99	11,062.97	132,756
6	65.4205	5,233.64	11,339.56	136,075
7	67.0560	5,364.48	11,623.05	139,477
8	68.7324	5,498.59	11,913.61	142,963
9	70.4508	5,636.06	12,211.46	146,538
189				
1	60.7130	4,857.04	10,523.59	126,283
2	62.2309	4,978.47	10,786.69	129,440
3	63.7867	5,102.93	11,056.36	132,676
4	65.3814	5,230.51	11,332.77	135,993
5	67.0159	5,361.27	11,616.09	139,393
6	68.6912	5,495.30	11,906.48	142,878
7	70.4085	5,632.68	12,204.14	146,450
8	72.1688	5,773.50	12,509.26	150,111
9	73.9730	5,917.84	12,821.99	153,864
190				
1	63.7476	5,099.81	11,049.59	132,595
2	65.3413	5,227.30	11,325.83	135,910
3	66.9748	5,357.99	11,608.97	139,308
4	68.6492	5,491.93	11,899.19	142,790
5	70.3655	5,629.24	12,196.68	146,360
6	72.1246	5,769.96	12,501.59	150,019
7	73.9277	5,914.21	12,814.13	153,770
8	75.7759	6,062.07	13,134.49	157,614
9	77.6703	6,213.62	13,462.85	161,554
191				
1	66.9346	5,354.76	11,601.99	139,224
2	68.6079	5,488.63	11,892.04	142,704
3	70.3231	5,625.85	12,189.34	146,272
4	72.0812	5,766.50	12,494.07	149,929
5	73.8832	5,910.66	12,806.42	153,677
6	75.7303	6,058.43	13,126.59	157,519
7	77.6236	6,209.89	13,454.76	161,457
8	79.5642	6,365.14	13,791.13	165,494
9	81.5533	6,524.27	14,135.91	169,631

**Unrepresented, Executive, General Unit, Laboratory Unit, Operators' Association,
and Professional Unit Salary Matrix
Effective July 1, 2017**

EXHIBIT 1

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
192				
1	70.2826	5,622.61	12,182.32	146,188
2	72.0397	5,763.18	12,486.88	149,843
3	73.8407	5,907.26	12,799.06	153,589
4	75.6866	6,054.93	13,119.02	157,428
5	77.5789	6,206.31	13,447.01	161,364
6	79.5183	6,361.46	13,783.17	165,398
7	81.5063	6,520.51	14,127.76	169,533
8	83.5439	6,683.51	14,480.94	173,771
9	85.6326	6,850.61	14,842.98	178,116
193				
1	73.7961	5,903.69	12,791.33	153,496
2	75.6410	6,051.28	13,111.10	157,333
3	77.5320	6,202.56	13,438.88	161,267
4	79.4703	6,357.62	13,774.85	165,298
5	81.4571	6,516.57	14,119.23	169,431
6	83.4935	6,679.48	14,472.20	173,666
7	85.5808	6,846.47	14,834.01	178,008
8	87.7203	7,017.63	15,204.86	182,458
9	89.9134	7,193.07	15,584.99	187,020
194				
1	77.4881	6,199.05	13,431.27	161,175
2	79.4253	6,354.02	13,767.05	165,205
3	81.4109	6,512.87	14,111.22	169,335
4	83.4461	6,675.69	14,464.00	173,568
5	85.5324	6,842.59	14,825.61	177,907
6	87.6707	7,013.66	15,196.25	182,355
7	89.8624	7,188.99	15,576.15	186,914
8	92.1090	7,368.72	15,965.55	191,587
9	94.4117	7,552.93	16,364.69	196,376
195				
1	81.3629	6,509.03	14,102.90	169,235
2	83.3969	6,671.75	14,455.47	173,466
3	85.4820	6,838.56	14,816.87	177,802
4	87.6189	7,009.52	15,187.28	182,247
5	89.8095	7,184.76	15,566.97	186,804
6	92.0547	7,364.37	15,956.15	191,474
7	94.3561	7,548.49	16,355.05	196,261
8	96.7150	7,737.20	16,763.93	201,167
9	99.1329	7,930.63	17,183.03	206,196
196				
1	85.4293	6,834.35	14,807.75	177,693
2	87.5651	7,005.21	15,177.95	182,135
3	89.7542	7,180.33	15,557.39	186,689
4	91.9981	7,359.85	15,946.33	191,356

**Unrepresented, Executive, General Unit, Laboratory Unit, Operators' Association,
and Professional Unit Salary Matrix**

EXHIBIT 1

Effective July 1, 2017

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
5	94.2979	7,543.83	16,344.97	196,140
6	96.6555	7,732.44	16,753.62	201,043
7	99.0718	7,925.75	17,172.45	206,069
8	101.5486	8,123.88	17,601.75	211,221
9	104.0873	8,326.98	18,041.80	216,502
197				
1	89.7003	7,176.03	15,548.06	186,577
2	91.9428	7,355.42	15,936.75	191,241
3	94.2414	7,539.31	16,335.18	196,022
4	96.5974	7,727.80	16,743.56	200,923
5	99.0124	7,920.99	17,162.14	205,946
6	101.4878	8,119.02	17,591.21	211,095
7	104.0249	8,322.00	18,030.99	216,372
8	106.6256	8,530.05	18,481.77	221,781
9	109.2912	8,743.29	18,943.80	227,326
198				
1	94.1847	7,534.78	16,325.35	195,904
2	96.5393	7,723.14	16,733.48	200,802
3	98.9528	7,916.22	17,151.82	205,822
4	101.4266	8,114.13	17,580.62	210,967
5	103.9623	8,316.98	18,020.13	216,242
6	106.5614	8,524.91	18,470.63	221,648
7	109.2254	8,738.03	18,932.41	227,189
8	111.9560	8,956.48	19,405.71	232,869
9	114.7549	9,180.39	19,890.85	238,690
199				
1	101.2509	8,100.07	17,550.15	210,602
2	103.7821	8,302.57	17,988.90	215,867
3	106.3767	8,510.13	18,438.62	221,263
4	109.0361	8,722.89	18,899.59	226,795
5	111.7620	8,940.96	19,372.09	232,465
6	114.5561	9,164.49	19,856.39	238,277
7	117.4200	9,393.60	20,352.80	244,234
8	120.3555	9,628.44	20,861.62	250,339
9	123.3643	9,869.15	21,383.15	256,598
200				
1	108.8438	8,707.50	18,866.25	226,395
2	111.5649	8,925.19	19,337.91	232,055
3	114.3541	9,148.33	19,821.37	237,856
4	117.2129	9,377.03	20,316.90	243,803
5	120.1432	9,611.45	20,824.82	249,898
6	123.1468	9,851.74	21,345.44	256,145
7	126.2255	10,098.04	21,879.08	262,549
8	129.3811	10,350.49	22,426.05	269,113
9	132.6156	10,609.25	22,986.70	275,840

**Unrepresented, Executive, General Unit, Laboratory Unit, Operators' Association,
and Professional Unit Salary Matrix
Effective July 1, 2017**

EXHIBIT 1

Range/Step	Hourly	Bi-Weekly	Monthly	Annually
201				
1	57.6451	4,611.61	9,991.82	119,902
202				
1	42.9806	3,438.45	7,449.97	89,400
203				
1	144.7897	11,583.18	25,096.89	301,163
001				
1	11.0000			
2	12.0000			
3	13.0000			
4	14.0000			
5	15.0000			
6	16.0000			

CONSENT
CALENDAR
ITEM

2E

Date: July 19, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (7/12/17)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Randy Lee *RL*
Executive Manager of Operations/Assistant General Manager

Chander Letulle *RL for CL*
Manager of Maintenance and Operations

Subject: Ratify Purchases from the Expired Thatcher Company of California Contract

RECOMMENDATION

It is recommended that the Board of Directors ratify the purchases from the expired Thatcher Company of California Contract No. 4600001078 for aluminum sulfate in the amount of \$23,435.64.

BACKGROUND

The Agency's treatment plants use different chemicals to process water and wastewater in various unit processes. Aluminum sulfate is a chemical that is used in water recycling plants as a coagulant during tertiary process to meet Title 22 recycled water standards. The Board approved a new multi-year contract for aluminum sulfate in November 2016 with ChemTrade Chemical Corporation. However, a miscommunication occurred and staff continued to purchase aluminum sulfate from the previous supplier, Thatcher Company of California, totaling \$23,435.64 between November 2016 and May 2017. The Agency's contract for bulk supply of aluminum sulfate with Thatcher Company of California (Thatcher) expired on October 31, 2016. Operations should have used the current contract with ChemTrade Chemical Corporation, Contract No.4600002237, for purchasing this chemical during this period.

To alleviate future occurrences of purchases against expired contracts, Operations staff received training on June 7, 2017. The training covered periodic review of all contract expirations for chemicals, products, and services routinely required throughout all facilities, and stressed the need for communicating to the staff ordering supplies, pending contract expiration dates.

Ratify Purchases from Expired Thatcher Company of California Contract

July 19, 2017

Page 2 of 2

It is requested that the Board of Directors ratify purchases against the expired contract as these purchases support the Agency's primary objective of maintaining uninterrupted processing throughout all operating facilities.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

Purchases for aluminum sulfate are funded from FY 2016/17 Regional Operations and Maintenance (RO) Fund, as part of the chemicals budget.

CONSENT
CALENDAR
ITEM

2F

Date: July 19, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (7/12/17)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch 
Executive Manager of Engineering/Assistant General Manager

Shaun J. Stone 
Manager of Engineering

Subject: RP-1 Mixed Liquor Return Pumps Construction Change Order

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve a construction contract change order with J.F. Shea for the RP-1 Mixed Liquor Return Pumps, Project No. EN16024, for the not-to-exceed amount of \$152,168; and
2. Authorize the General Manager to execute the construction contract change order.

BACKGROUND

The secondary treatment system at Regional Water Recycling Plant No. 1 (RP-1) has three aeration basin systems with two trains each. In 2015, the RP-1 Mixed Liquor Return Pumps project was created to add new mixed liquor return pumps and baffle walls to each of the aeration basin systems to enhance the removal of total inorganic nitrogen (TIN) and to comply with the National Pollutant Discharge Elimination System (NPDES) and groundwater recharge program permit conditions.

A construction contract was awarded to J.F. Shea on September 21, 2016. On March 21, 2017, the contractor drained aeration train no. 2 and discovered multiple signs of failure of the existing submerged baffle wall. Staff retained the services of RMS Engineering & Design, Inc. (RMS), who designed the new baffle wall system, to investigate the failure of the existing baffle walls and

potential impacts on subsequent construction activities. Based on the investigation performed, modifications to the design of new baffle walls as well as repair of the existing baffle walls were recommended.

Following an extensive review and negotiation, J.F. Shea provided a proposed change order in the amount of \$194,173 (inclusive of all material, labor, and equipment costs) to upgrade all new baffle walls. To avoid construction delays, a change order of \$42,005 has been processed to make the proposed upgrades and repairs to aeration train no. 2 while it is offline. The total proposed change order of \$152,168 is for the remaining five trains. The upgrades to the new baffle walls will not impact the project schedule. It is expected that all construction activities will be completed by January 2018, as originally planned and within the approved project contingency.

The RP-1 Mixed Liquor Return Pumps Project is consistent with the *Agency's Business Goal of Wastewater Management*, specifically the Water Quality Objective where IEUA will ensure that Agency systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

PRIOR BOARD ACTION

On September 21, 2016, the Board of Directors awarded a construction contract for the RP-1 Mixed Liquor Return Pumps, Project No. EN16024, in the amount of \$4,888,000 and RP-1 Aeration Basin Panel Repairs, Project No. EN17040, to J.F. Shea Construction, Inc., in the amount of \$1,745,000 for a total contract amount of \$6,633,000, engineering services during construction contract amendment to RMC Water and Environment for the not-to-exceed amount of \$203,000, and approved a total project budget amendment in the amount of \$371,000.

On November 18, 2015, the Board of Directors approved an engineering services contract for the RP-1 Mixed Liquor Return Pumps, Project No. EN16024, for the not-to-exceed amount of \$424,198.

IMPACT ON BUDGET

If approved, the total construction contract change order for the RP-1 Mixed Liquor Return Pumps, Project No. EN16024, for a not-to-exceed cost of \$152,168 is within the total project budget of \$6,636,000 within the Regional Wastewater Capital (RC) Fund.

Attachment:
Change Order

PJG:CB:SS:nm

RP-1 Mixed Liquor Return Pumps Construction Contract Change Order Project No. EN16024

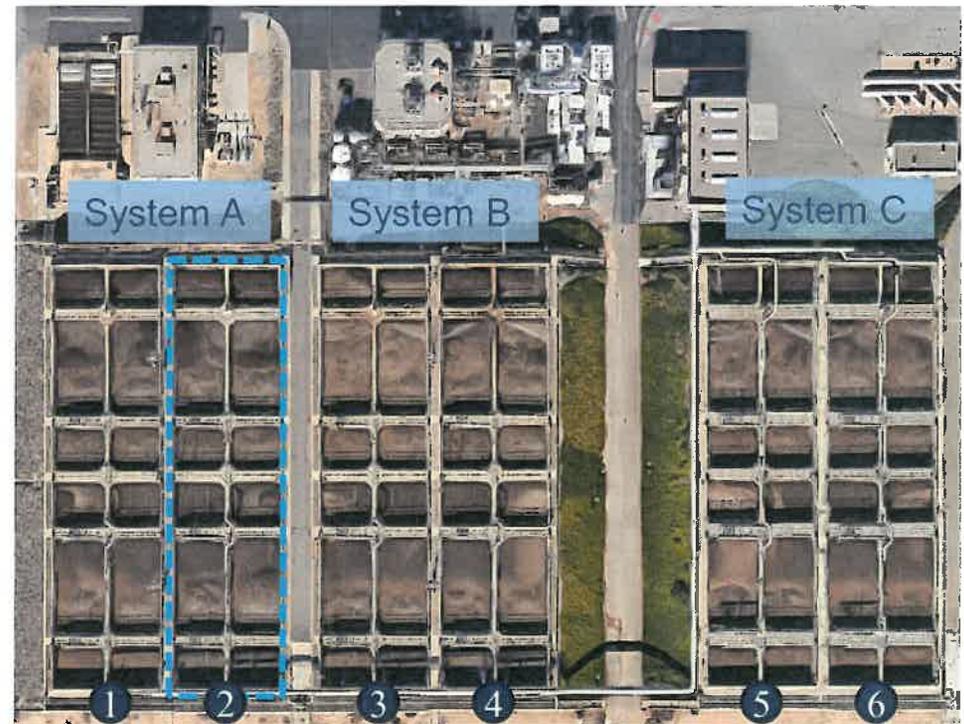


Project Location



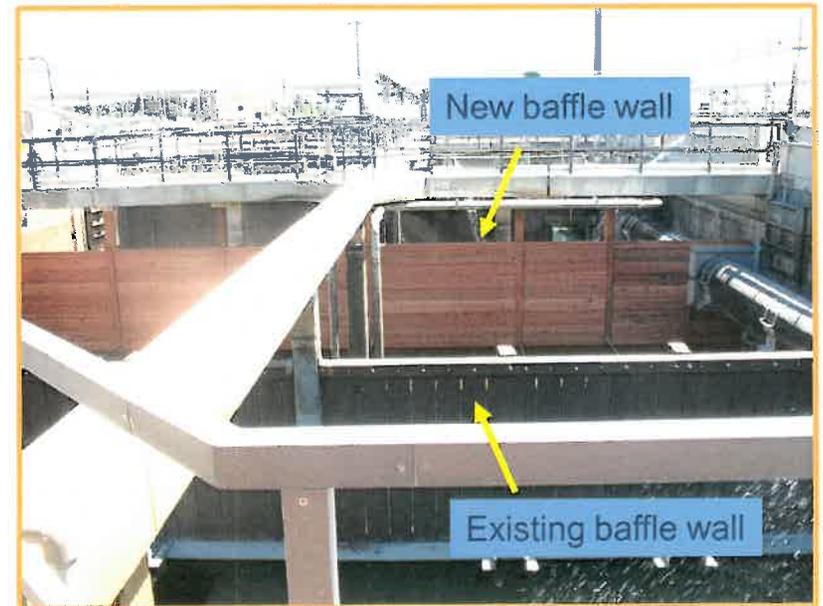
Project Background

- Construction Contract Award on September 2016
 - Contractor: J.F. Shea Construction
 - Contract Value: \$4,888,000
- Train No. 2 drained in March 2017
 - Hardware failure of existing baffle wall
 - Portions of the wall deformed by failure
- New swing zone baffle walls
 - Following inspection, design was modified to account for potential additional forces



Change Order Request

- Modifications to the new swing zone baffle walls
 - Upgrade the connection hardware
 - Install new rod support braces
- New baffle wall for Train No. 2 was upgraded:
 - A Change Order of \$42,005 was processed to avoid construction delays
- Total Change Order amount to upgrade the remaining new baffle walls: \$152,168



New and Existing Baffle Walls in Aeration Train No. 2

Recommendation

- Approve a construction contract change order with J.F. Shea for the RP-1 Mixed Liquor Return Pumps, Project No. EN16024, for the not-to-exceed amount of \$152,168; and
- Authorize the General Manager to execute the construction contract change order.

The RP-1 Mixed Liquor Return Pumps Project is consistent with the **Agency's Business Goal of Wastewater Management** specifically the Water Quality Objective where IEUA will ensure that Agency systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.



Purchase Requisition No. _____

Contract No. 46EN16024

Purchase Order No. 45EN16024

CONSTRUCTION CONTRACT CHANGE ORDER

Project Title: Mixed Liquor Return Pumps
Contractor Name: J F Shea
Subject: Proposed Baffle Wall Upgrades
Location: RP-1 Aeration trains
Change Order type: Lump Sum
Project No.: EN16024
Change Order No.: 0014
RFD No.: N/A
RFI No.: N/A
Classification Code: 200

Original Condition: During construction, Aeration Train No. 2 was drained and the existing submerged baffle wall indicated signs of movement and possible failure. Staff retained RMS Engineering & Design, Inc. (RMS), who designed the proposed baffle wall, to investigate the failure of the existing baffle walls and potential impacts on the proposed baffle wall design.

Change Condition/Justification:

RMS performed an inspection of the existing baffle wall and recommended upgrades to strengthen the proposed baffle walls due to forces unknown to him at design, those changes needed to upgrade the connection hardware of the proposed baffle walls with new vibration-resistant hardware, anchor bolts and installation of removable rod braces to the proposed wall.

J.F. Shea (Contractor) provided a proposed change order in the amount of \$194,173 (inclusive of all material, labor, and equipment costs) to upgrade all new swing zone baffle walls. The proposed cost was reviewed by staff and determined to be fair & equitable. To prevent potential construction delays, a change order for \$42,005 was approved and processed to make the proposed upgrades to the baffle wall in Train No.2 (RFD No. 18), which was out of service at the time. The total proposed change order is \$152,168 for the remaining five swing zone baffle walls. The upgrades to the new baffle walls will not impact the project schedule. It is expected that all construction activities will be completed by January 2018, as originally planned. This change order is a result of the additional costs incurred by the Contractor to accomplish the aforementioned task.

Time Change: 0.0 Calendar Days

Total Change Order Amount: \$152,168.00

We the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all labor, equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. The compensation offered herein represents full and final compensation for all direct and indirect costs arising from this change.

Contractors Acceptance: _____ Date: _____

IEUA Owner's Approval

Approval Recommended _____ Date: _____
Construction Project Coordinator

Approval Recommended _____ Date: _____
Construction Project Manager

Approval Recommended _____ Date: _____
Department Deputy Manager

Owner Authorization _____ Date: _____
Manager of Engineering

CONSTRUCTION CONTRACT CHANGE ORDER

Project No.: EN16024

Change Order No.: 0014

Change Order Details:

Exhibit A: Exhibit A - Contractor's Invoice (9 Pages) (2).pdf

Exhibit B: Exhibit B - Cost Analysis (6 Pages).pdf

Exhibit C: Exhibit C - Management Approval (xxxx Pages).pdf

EXHIBIT - A

Contractor's Invoice

9 Pages

RFD-016

DESCRIPTION: New Baffle Wall Modifications

DATE

5/19/17

Issued

04/12/17

Priced

JFS Cost Code 50-100-016

Date	Description	UM	Qty	MH/unit	Total MH	MH Cost	Total MH Cost	Material (Incl Tax)	Equipmnt	Sub	Total Cost
	Walkway Installation - Remaining Trains	EA	5				\$ -	\$ -	\$ -	\$ -	\$ -
	Install undercut anchors in walkway (w/S. Lift)	MH	50			\$ 63.97	\$ 3,198.50	\$ -	\$ 855.00	\$ -	\$ 4,053.50
	Foreman/Topman (1/2 time)	MH	25			\$ 76.74	\$ 1,918.50	\$ -	\$ 632.50	\$ -	\$ 2,551.00
	Install Anchor Rods - Trains 1,3,4,5,6	EA	5				\$ -	\$ -	\$ -	\$ -	\$ -
	Layout (w/Lift & Rebar Scanner)	MH	40			\$ 63.97	\$ 2,558.80	\$ -	\$ -	\$ -	\$ 2,558.80
	Drill Undercut Anchors (w/Lift)	MH	80			\$ 63.97	\$ 5,117.60	\$ -	\$ -	\$ -	\$ 5,117.60
	Install Undercut Anchors (w/Lift)	MH	80			\$ 63.97	\$ 5,117.60	\$ -	\$ -	\$ -	\$ 5,117.60
	Set Plate (w/Lift)	MH	25			\$ 63.97	\$ 1,599.25	\$ -	\$ -	\$ -	\$ 1,599.25
	Drill Baffle Wall (w/Lift)	MH	25			\$ 63.97	\$ 1,599.25	\$ -	\$ -	\$ -	\$ 1,599.25
	Install Rods (w/Lift)	MH	50			\$ 63.97	\$ 3,198.50	\$ -	\$ -	\$ -	\$ 3,198.50
	Reset Scissor Lifts (w/Crane & Operator)	CH	40			\$ 147.66	\$ 5,906.40	\$ -	\$ 5,932.00	\$ -	\$ 11,838.40
	Scissor Lift - 2 weeks / Train	Wk	10				\$ -	\$ -	\$ 3,130.00	\$ -	\$ 3,130.00
	Rebar Scan - each Train	HR	20				\$ -	\$ 3,500.00		\$ -	\$ 3,500.00
	Foreman/Topman (1/2 time)	MH	170			76.74	\$ 13,045.80	\$ -	\$ 4,301.00	\$ -	\$ 17,346.80
											\$ -
	Materials										\$ -
	5/8" Undercut Anchors (Hilti) 6 Trains	EA	200					\$ 30,816.07			\$ 30,816.07
	Setting Tool & Drill bits (Hilti)	EA	5					\$ 1,777.39			\$ 1,777.39
	3/4" Undercut Anchors (Drillco) 5 Trains	EA	200					\$ 14,854.00			\$ 14,854.00
	Drill bit & Setting Tool (Drillco)	EA	1					\$ 5,945.65			\$ 5,945.65
	Plates & Rods (Phillips Steel)	EA	5					\$ 17,297.61			\$ 17,297.61
											\$ -
											\$ -
											\$ -
	SUBTOTAL				0		\$ 43,260.20	\$ 74,190.71	\$ 14,850.50	\$ -	\$ 132,301.41
	MARKUP										
	Labor 15%						\$ 6,489.03				\$ 6,489.03
	Materials 15%							\$ 11,128.61			\$ 11,128.61
	Equipment 5%								\$ 742.53		\$ 742.53
	Subcontractor 10% / 5%									\$ -	\$ -
	SUBTOTAL						\$ 49,749.23	\$ 85,319.32	\$ 15,593.03	\$ -	\$ 150,661.58
	Bond 1%										\$ 1,506.62
	Total This change Order										\$ 152,168

Notes:

- 1.
- 2.



14280 Euclid Ave
Chino, CA 91710
1-888-90-BELOW

**Fee Proposal

Code	Service	Cost
Ground Penetrating Radar		
351	Supervising Technician Concrete / Masonry - Location of reinforcing steel, conduit	\$ 175.00 per hour
352	Travel Time Per Man.....	\$ 110.00 per hour
Utility Locating - Electromagnetic Locator		
374	Supervising Technician Locate Electrical, Comm., Water, Power, Gas, Sewer & Storm ..	\$ 175.00 per hour
375	Locating Technician See terms and conditions for requirements.....	\$ 130.00 per hour
376	Travel Time Per Crew	\$ 195.00 per hour
Mapping		
382	Mapping Party.....	\$ 215.00 per hour
383	AutoCAD drawings Utilities	\$ 85.00 per hour
384	Travel Time Per Man.....	\$ 110.00 per hour
CCTV Pipe Inspection		
385	Video Pipe Inspection	\$ 310.00 per hour
386	High Pressure Hydro-Jetting.....	\$ 300.00 per hour
387	Travel Time CCTV Crew	\$ 225.00 per hour
388	Travel Time Water Jetting Crew.....	\$ 225.00 per hour
Potholing		
600	Standard Pothole 1' x 1' x 5'	\$ 550.00 per hole
601	Pothole 1' x 1' x 5'-10' deep	\$ 600.00 per hole
602	Pothole 1' x 1' x 10'-15' deep	\$ 650.00 per hole
603	Pothole 1' x 1' x 15'-20' deep	\$ 850.00 per hole
604	Traffic Control - price subject to change without notice	\$ 800.00 per day
605	Traffic Control Plans	\$ 500.00 per page
606	Potholing Hourly.....	\$ 475.00 per hour
607	Travel Time Per Crew	\$ 225.00 per hour
Additional Fees		
389	Administration / Project Coordination.....	\$ 95.00 per hour
390	Per Diem Per technician	\$ 150.00 per day

C Below terms & Conditions apply to all services.

- **Potholes / Trenching deeper than 20 feet must call for additional pricing
- *15% Overtime charges applies to all services for Saturday work
- *20% Overtime charges applies to all services for Sunday work





BRANCH 513
16190 VALLEY BLVD
FONTANA CA 92335-7828
909-829-4881
909-356-7716 FAX

RECEIVED

APR 21 2017

4 WEEK BILLING
INVOICE

145417590-003

Job site
2662 WALNUT - 580
2662 WALNUT STREET J F SHEA CONSTRUCTION
x:ARCHABALD@WALNUT
ONTARIO CA 91710
Office: 909-444-4234 Cell: 909-349-1428

Customer # : 868343
Invoice Date : 04/15/17
Date Out : 03/31/17 04:00 PM
Billed Through : 04/28/17 00:00
UR Job Loc : 2662 WALNUT STREET,
UR Job # : 43
Customer Job ID:
P.O. # : 596-235708
Ordered By : ANDY THOMPSON
Written By : CHRISTOPHER GILLESPI
Salesperson : FILIBERTO CANCINO

3.1.890 1MB 0.420 33751S21.p01 245646 1-1 0



J F SHEA CONSTRUCTION INC
PO BOX 489
WALNUT CA 91788-0489

Invoice Amount: \$1,539.02

Terms: Due Upon Receipt
Payment options: Contact our credit office 704-916-2482
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
FILE 51122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10361830	SCISSOR LIFT 19' ELECTRIC Make: SKYJACK Model: SJIII3219 Serial: 22077401 Meter out: 40.00 Meter in: .00	171.00	171.00	313.00	705.00	705.00
1	10569459	SCISSOR LIFT 19' ELECTRIC Make: SKYJACK Model: SJIII3219 Serial: 22108188 Meter out: 2.00 Meter in: .00	171.00	171.00	313.00	705.00	705.00

Rental Subtotal: 1,410.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	ENVIRONMENTAL CHARGE [ENV/MCI]	18.320	EACH	18.32
Sales/Misc Subtotal:				18.32
Agreement Subtotal:				1,428.32
Tax:				110.70
Total:				1,539.02

COMMENTS/NOTES:

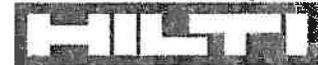
CURRENT CONTACT:
ANDY THOMPSON 909-821-9083
DELIVERY INSTRUCTIONS:
CALL EN ROUTE

BILLED FOR FOUR WEEKS 3/31/17 THRU 4/28/17 04:00 PM

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

THIS 4 WEEK BILLING INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

ORIGINAL INVOICE



INVOICE NUMBER: 4609384774
 INVOICE DATE: 04/14/2017
 CUSTOMER P.O. NUMBER:
 596-235718
 CUSTOMER ACCT: 10770200

DUNS: 00-117-3525
 FEDERAL ID: 06-0732334

Delivery Address:

SHEA CONSTR INC* J F
 PO BOX 489
 WALNUT CA 91788-0489

SHEA CONSTR INC* J F
 1950 S GROVE AVE
 ONTARIO CA 91761-5693
 ATTN: ANDY THOMPSON
 909-594-9500

HILTI SALES REP: DORIT GALLAGHER, TUS0871108	ORDER NUMBER: 518107694
PAYMENT TERMS: 30 DAYS NET	LOCATION ID: 24165613
INVOICE DUE DATE: 05/14/2017	
SHIPMENT NUMBER APPEARS ON PACKING SLIP(S). USE TO MATCH ALL DOCUMENTS AND CONFIRM RECEIPT.	

Material Number	Material Description	Quantity Invoiced	Quantity Shipped	Sell Price	Amount Due	*
332097	SHIPMENT NUMBER: 311824095 STOP DRILL BIT TE-Y-HDA-B 30 X 190	1 EA	1 EA	329.91	329.91	A
331846	SETTING TOOL HDA M16 W/TE-Y CONNECTION SHIPMENT NUMBER: 311827499	1 EA	1 EA	119.43	119.43	A
336350	UNDERCUT ANCHOR HDA-PR M16 X 190/60 FREIGHT	10 BOX	10 BOX of 4 EA = 40 EA	571.99	5,719.92 30.00	A

Taxes:	State: CA 6.00 % \$ 370.16	County: 1.25 % \$ 77.11	City: 0.00 % \$ 0.00	Spcl County: 0.50 % \$ 30.85	
*	A - Taxable	B - Non-Taxable	C - Limited Shelf Life	D - Non-Domestic Source	E - Non-Domestic Source NATO Exception
SUB TOTAL		TOTAL TAX		TOTAL AMOUNT (USD)	
\$6,199.26		\$478.12		\$6,677.38	

Product Sales: 800-879-8000 Hilti Credit Dept: 800-950-8196 Mail all written inquiries to Hilti SDS available at: www.us.hilti.com Fax certificate to Tax Dept or mail with
 Website: www.us.hilti.com Hilti Credit Fax: 818-282-3810 PO Box 21148 Tulsa, OK 74121-1148 Hilti Tax Fax: 800-950-5605 payment to remit to address

CUSTOMER ACCOUNT	INVOICE	INVOICE DATE	PREPAYMENT	AMOUNT DUE (USD)	PAYMENT ENCLOSED
10770200	4609384774	04/14/2017		\$6,677.38	

BILL TO: SHEA CONSTR INC* J F
 PO BOX 489
 WALNUT CA 91788-0489

Delivery Address: SHEA CONSTR INC* J F
 1950 S GROVE AVE
 ONTARIO CA 91761-5693
 ATTN: ANDY THOMPSON
 909-594-9500

Please make checks payable to Hilti and remit in USD. A fee of \$ 25.00 is assessed for return checks. Material returns after 90 days are subject to a \$ 125 restocking fee. Chemicals returnable within 14 days by the case only. Standard Hilti terms and conditions apply. Visit www.us.hilti.com/terms for full terms.

REMIT TO

HILTI INC.
 PO BOX 382002
 PITTSBURGH PA 15250-8002



1 10770200 4609384774 04142017 0000667738

INVOICE

TRIPAC MARKETING INC.

Branch: 01 TRIPAC FASTENERS

475 KLUG CIRCLE
CORONA, CA 92880
USA

951-280-4488

Bill To:

J.F. SHEA
667 BREA CANYON RD
SUITE 30
WALNUT, CA 91789
USA

Ship To:

J.F. SHEA
2662 E. WALNUT
ONTARIO, CA 91761
USA

INVOICE	
5710307	
Invoice Date	Page
4/25/2017 11:33:00	1 of 2
ORDER NUMBER	
1334344	

Ordered By: Mr. ANDY THOMPSON

Customer ID: 1014

PO Number		Term Description	Net Due Date	Disc Due Date	Discount Amount
235726-JOB596		3% 10 NET 30	5/25/2017	5/5/2017	34.60
Order Date	Pick Ticket No	Primary Salesrep Name			Taker
4/20/2017 13:22:30	1237532	TRIPAC PRODUCTS .			JD
Quantities					Extended Price
Ordered	Shipped	Remaining	UOM Unit Size	Item ID Item Description	Unit Price

Order Note: FILLED BY DANNY 1BOX 2BDLS SIGNED BY ARMANDO CASTRO 4/24

Delivery Instructions: DELIVER 4/21 OR 4/24 TRIPAC TRUCK B-4 3PM

Carrier: TRIPAC TRUCK

Tracking #: SIGNED BY ARMANDO CASTRO 4/24

Ordered	Shipped	Remaining	UOM Unit Size	Item ID Item Description	UOM Unit Size	Unit Price	Extended Price
1	1	0 EA	1.0	RETURN POLICY: ALL RETURNS MUST BE AUTHORIZED BY TRIPAC. ALL RETURNS ARE SUBJECT TO A 25% RESTOCKING FEE AND MUST BE RETURNED WITHIN 30 DAYS OF SHIPMENT AND BE IN ORIGINAL TRIPAC BOXES. ALL FABRICATED ITEMS & SPECIAL ORDER/NON-STOCK ITEMS ARE FINAL.	EA	0.0000	0.00
10	10	0 EA	1.0	75C14400RAT6 3/4-10 X 12 FT ALL THREAD ROD T316	EA	82.0000	820.00
Lot Number: 342052				Qty: 10 EA			
200	200	0 EA	1.0	75CNFH6 3/4-10 FINISH HEX NUT T316	EA	1.0900	218.00
Lot Number: 341370				Qty: 200 EA			
160	160	0 EA	1.0	75R150WSF6 3/4 X 1 1/2" FLAT WASHER T316	EA	0.7200	115.20
Lot Number: 321318				Qty: 160 EA			

ORIGINAL



Quotation

DRILLCO NATIONAL GROUP, Inc.
 24-32 44th Street
 Long Island City, NY 11103
 800-391-0052

Date	Estimate #
4/12/2017	44774

Bill To
J.F SHEA CONSTRUCTION

Ship To

Terms	Rep	FOB	Project
CREDIT CARD	H	Origin	

Item	Description	Qty	Unit Price	Total
SAMB-750-9 1/2-7 1/2	DRILLCO 3/4" ASTM A193 GR.B8 STAINLESS STEEL MAXI BOLT TYPE 316, 9 1/2" O.L 7 1/2 EMB	20	70.00	1,400.00
SAMB-750-8-6	DRILLCO 3/4" ASTM A193 GR.B8 STAINLESS STEEL MAXI BOLT TYPE 316, 8" O.L 6" EMB	20	66.00	1,320.00
MB-750-KIT-A	3/4 " MAXI BOLT TOOL KIT A CONSIST OF THE FOLLOWING: (2) MBTA-750-7 1/2-WC UNDERCUTTING TOOL 7 1/2" EMB (2) MBTA-750-6-WC UNDERCUTTING TOOL 6" EMB (3) XMBID-750 DIAMOND INSERT BLADES (2) MBT-750-10 U.C. TOOL CAM PIN (2) MBT-750-11 U.C. TOOL PIVOT PIN (2) MBT-750-12 U.C. TOOL INDICATOR PIN (1) MBT-PC-750 U.C TOOL PUNCH (1) DBGNG-750 GO/NO GO GAUGE (DRILL BIT) (1) UTGNG-750 GO/NO GO GAUGE (UND.TOOL) (1) HBS-750 HAND BOLT SETTER (2) MCB-750-12-SDSMAX CARBIDE HAMMER BIT (1) BRUSH-750 BRUSH FOR MAXI BOLT (1) 5426-21 MILWAUKKE 14AMP ROTARY HAMMER (1) D-125-CD-17 HIGH SPEED HAND HELD (5/8-11) FREIGHT PREPAID AND ADD OR COLLECT, WILL SHIP 3 WEEKS ARO	1	5,518.40	5,518.40
Total				\$8,238.40

INVOICE

TRIPAC MARKETING INC.

Branch: 01 TRIPAC FASTENERS

475 KLUG CIRCLE
CORONA, CA 92880
USA

951-280-4488

INVOICE	
5710307	
Invoice Date	Page
4/25/2017 11:33:00	2 of 2
ORDER NUMBER	
1334344	

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>	<i>Unit</i>	<i>Extended</i>
<i>Ordered</i>	<i>Shipped</i>	<i>Remaining</i>	<i>UOM</i>	<i>Disp.</i>				
					<i>Item Description</i>	<i>Unit Size</i>		

Total Lines: 4

SUB-TOTAL: 1,153.20
SAN BERNARDINO COUNTY: 89.38
AMOUNT DUE: 1,242.58

ORIGINAL

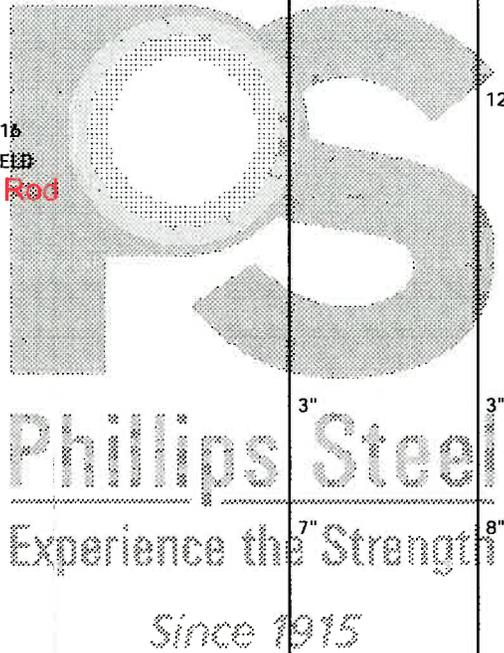
QUOTATION

No. 905353

PG 1 OF 2

 Phillips Steel Company 1368 W Anaheim Street Long Beach, CA 90813 TEL: (562) 435-7571 FAX: (562) 437-1072 Web: www.phillipssteel.com	PURCHASE ORDER #	BUYER	QUOTE DATE
	JOB NAME	ANDY THOMPSON	04/20/2017
	BAFFLE WALL ASSEMBLIES	Tel (909) 595-4397 Ext. 0	EXPIRES
	RESALE #	Fax (909) 444-4268	04/25/2017
QUOTED TO JF SHEA CONSTRUCTION INC P O. BOX 489 WALNUT, CA 91788	SHIP TO	SALES REP	SHIP VIA
	Will Call	GEOFF LARSON	WILL CALL
		CUST ID	PROCESS#
		J9909	
		JOBNAME	FAB CODE
		BAFFLE WAL	TO FABSHOP
		TERMS	
		1% 10 DAYS/NET 30	

LINE	QUANTITY	DESCRIPTION	WIDTH	LENGTH	WEIGHT	UNIT PRICE	TOTAL
1	10 60 PCS	S0 3/4" CAST TURNBUCKLE 316SS BOSUN SUPPLIES COMPANY			7.2	98.97/PC	5,938.20
2	15 90 PCS	SRB34T316 ROUND STAINLESS BAR 3/4" TYPE 316 CUT TO SIZE & THREAD ENDS IN FIELD Need 3/4" 316 Threaded Rod		12'	1,620	43.43/PC	3,908.70
3	60 360 PCS	S0 3/4" HEAVY HEX NUTS 316LSS			43.2	0.99/PC	356.40
4	60 360 PCS	S0 3/4" FLAT WASHERS 316LSS			43.2	0.38/PC	136.80
5	10 60 PCS	SSP14T316 PLATE STAINLESS 1/4" TYPE 316 PUNCH (1) 13/16" HOLE ON CENTER	3"	3"	41.858	5.18/PC	310.80
6	10 Assemblies 60 PCS	SSP34T316 PLATE STAINLESS 3/4" TYPE 316 PLASMA CUT W/ (1) 13/16" HOLE	7"	8"	713.999	27.48/PC	1,648.80



Please release the quantities in RED

Andy Thompson 4/25/2017

Job 596
PO 235732

QUOTATION

LINE	QUANTITY	DESCRIPTION	WIDTH	LENGTH	WEIGHT	UNIT PRICE	TOTAL
7	60 PCS	SSP34T316 PLATE STAINLESS 3/4" TYPE 316 PLASMA CUT W/ (4) 11/16" HOLES	8"	13"	1,325.999	48.41/PC	2,904.60
8	30 PCS	SSP12T316 PLATE STAINLESS 1/2" TYPE 316 SHEAR DIAGONALLY TO MAKE (60) GUSSETS	7"	7"	221.142	31.96/PC	958.80
9	1 PCS	SOTT FABRICATE (60) CONNECTION PLATES W/ STIFFNER				2,750.00/PC	2,750.00
TOTAL WT		SUBTOTAL	CUTTING	LA TAX	LBTX		TOTAL
4,016 LBS		\$18,913.10	\$0.00	\$1,654.90	\$189.13		\$20,757.13

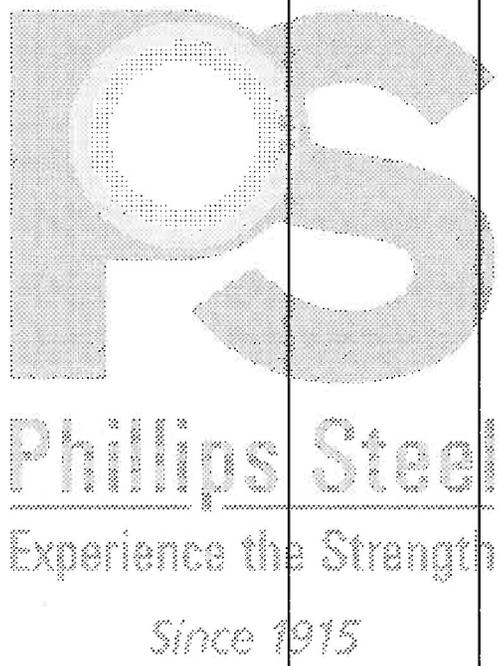


EXHIBIT - B

Cost Analysis

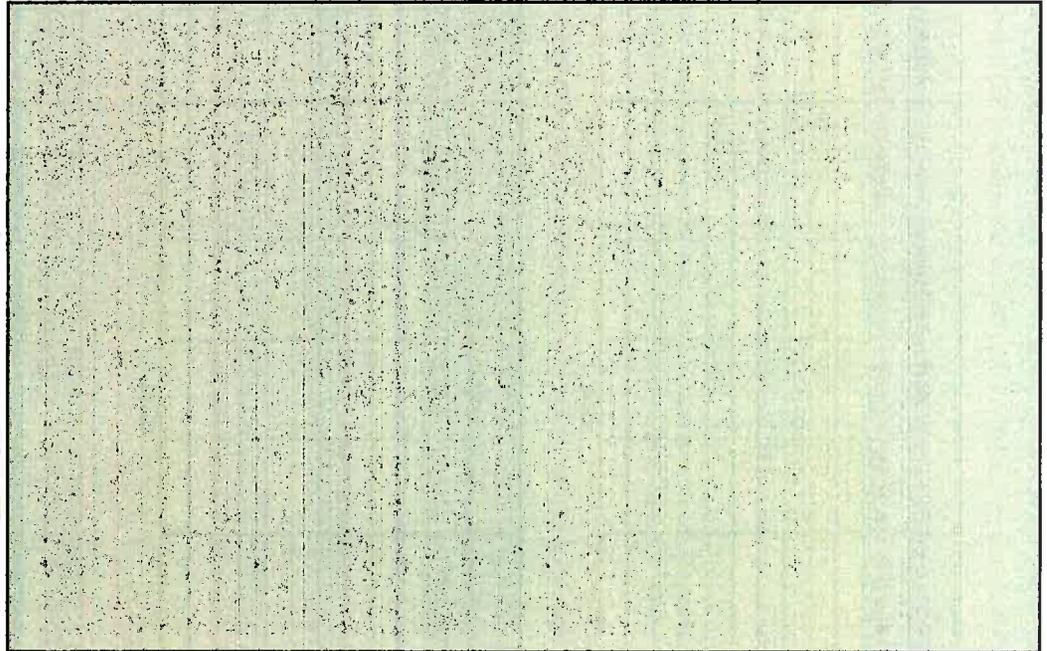
5 Pages

COST ESTIMATE

CONTRACTOR NAME:	J.F. SHEA CONSTRUCTION	RFD NO:	0016
PROJECT :	EN16024 MIXED LIQUOR RETURN PUMPS	DATE OF INPUT:	5/22/2017
DESCRIPTION OF WORK:	AERATION SYSTEM A OVERALL BAFFLE WALL UPGRADES		

TOTAL COST SUMMARY, STANDARD MARK-UPS & SUBCONTRACTOR MARK-UPS

Labor Costs (on sheet 2a, 2b, 2c)	\$	44,520.96
15% Mark-up	\$	6,678.14
TOTAL LABOR COST	\$	51,199.10
Equipment Costs (on Sheet 3a, 3b, 3c)	\$	14,880.00
5% Mark-up	\$	744.00
TOTAL EQUIPMENT COST	\$	15,624.00
Material Costs (on Sheet 4a, 4b, 4c)	\$	72,300.00
15% Mark-up	\$	10,845.00
TOTAL MATERIAL COST	\$	83,145.00
Subcontractor Costs (on Sheet 5)	\$	3,800.00
10% First \$2000.00 Mark-up	\$	200.00
5% Thereafter Mark-up	\$	90.00
TOTAL SUBCONTRACTOR COST	\$	4,090.00
TOTAL	\$	154,058.10
1% BOND	\$	1,540.58
GRAND TOTAL	\$	155,598.69
CONTRACTOR'S ACTUAL COST	\$	152,168.00
VARIENCE	\$	3,430.69



LABOR SHEET

CRAFT ID	NAME		REGULAR HOURS				PREMIUM HOURS (OT or Multishift)					
	LAST	FIRST	HOURS	RATE	*SURCH ARGE	COST	HOURS	RATE	*SURCH ARGE	COST		
1	FOREMAN		64	\$ 72.42		\$ 4,634.88				\$ -		
2	LABORER		160	\$ 55.08		\$ 8,812.80				\$ -		
3	LABORER		160	\$ 55.08		\$ 8,812.80				\$ -		
4	LABORER		160	\$ 55.08		\$ 8,812.80				\$ -		
5	LABORER		160	\$ 55.08		\$ 8,812.80				\$ -		
6	OPERATOR		64	\$ 72.42		\$ 4,634.88				\$ -		
7						\$ -				\$ -		
8						\$ -				\$ -		
9						\$ -				\$ -		
10						\$ -				\$ -		
			TOTAL				\$ 44,520.96	TOTAL				\$ -

CRAFT ID	NAME		REGULAR HOURS				PREMIUM HOURS (OT or Multishift)					
	LAST	FIRST	HOURS	RATE	*SURCH ARGE	COST	HOURS	RATE	*SURCH ARGE	COST		
1						\$ -				\$ -		
2						\$ -				\$ -		
3						\$ -				\$ -		
4						\$ -				\$ -		
5						\$ -				\$ -		
6						\$ -				\$ -		
7						\$ -				\$ -		
8						\$ -				\$ -		
9						\$ -				\$ -		
10						\$ -				\$ -		
			TOTAL				\$ -	TOTAL				\$ -

CRAFT ID	NAME		REGULAR HOURS				PREMIUM HOURS (OT or Multishift)					
	LAST	FIRST	HOURS	RATE	*SURCH ARGE	COST	HOURS	RATE	*SURCH ARGE	COST		
1						\$ -				\$ -		
2						\$ -				\$ -		
3						\$ -				\$ -		
4						\$ -				\$ -		
5						\$ -				\$ -		
6						\$ -				\$ -		
7						\$ -				\$ -		
8						\$ -				\$ -		
9						\$ -				\$ -		
10						\$ -				\$ -		
			TOTAL				\$ -	TOTAL				\$ -

TOTAL LABOR COSTS #####

ADDITIONAL COMMENTS/NOTES

EQUIPMENT SHEET

	EQUIPMENT ID NUMBER	EQUIPMENT DESCRIPTION				REGULAR HOURS			OVERTIME HOURS				
		CLASS	MAKE	CODE	ATTACH	HOURS	RATE	COST	OT FACTOR	HOURS	RATE	COST	
1	CREW TRUCK					64	\$35.00	\$ 2,240.00			\$ -	\$ -	
2	CREW TRUCK					64	\$35.00	\$ 2,240.00			\$ -	\$ -	
3	CRANE					40	\$ 160.00	\$ 6,400.00			\$ -	\$ -	
4	MAN LIFT					80	\$ 50.00	\$ 4,000.00			\$ -	\$ -	
5								\$ -			\$ -	\$ -	
6								\$ -			\$ -	\$ -	
7								\$ -			\$ -	\$ -	
8								\$ -			\$ -	\$ -	
9								\$ -			\$ -	\$ -	
10								\$ -			\$ -	\$ -	
TOTAL									\$ 14,880.00		TOTAL	\$ -	\$ -

	EQUIPMENT ID NUMBER	EQUIPMENT DESCRIPTION				REGULAR HOURS			OVERTIME HOURS				
		CLASS	MAKE	CODE	ATTACH	HOURS	RATE	COST	OT FACTOR	HOURS	RATE	COST	
1								\$ -			\$ -	\$ -	
2								\$ -			\$ -	\$ -	
3								\$ -			\$ -	\$ -	
4								\$ -			\$ -	\$ -	
5								\$ -			\$ -	\$ -	
6								\$ -			\$ -	\$ -	
7								\$ -			\$ -	\$ -	
8								\$ -			\$ -	\$ -	
9								\$ -			\$ -	\$ -	
10								\$ -			\$ -	\$ -	
TOTAL									\$ -		TOTAL	\$ -	\$ -

	EQUIPMENT ID NUMBER	EQUIPMENT DESCRIPTION				REGULAR HOURS			OVERTIME HOURS				
		CLASS	MAKE	CODE	ATTACH	HOURS	RATE	COST	OT FACTOR	HOURS	RATE	COST	
1								\$ -			\$ -	\$ -	
2								\$ -			\$ -	\$ -	
3								\$ -			\$ -	\$ -	
4								\$ -			\$ -	\$ -	
5								\$ -			\$ -	\$ -	
6								\$ -			\$ -	\$ -	
7								\$ -			\$ -	\$ -	
8								\$ -			\$ -	\$ -	
9								\$ -			\$ -	\$ -	
10								\$ -			\$ -	\$ -	
TOTAL									\$ -		TOTAL	\$ -	\$ -

TOTAL EQUIPMENT COSTS \$ 14,880.00

ADDITIONAL COMMENTS/NOTES

MATERIALS

0

DATE OF INVOICE		INV #	
VENDOR NAME		UNITS/LS	200
INVOICE DESCRIPTION	HILTI UNDERCUT ANCHORS 5/8"	UNIT COST	\$ 160.00
		INVOICE TOTAL	\$ 32,000.00

DATE OF INVOICE		INV #	
VENDOR NAME		UNITS/LS	1
INVOICE DESCRIPTION	316 SS ANGLE /FRAMES/PLATES	UNIT COST	\$ 16,500.00
		INVOICE TOTAL	\$ 16,500.00

DATE OF INVOICE		INV #	
VENDOR NAME		UNITS/LS	1
INVOICE DESCRIPTION	DRILLCO SETTING TOOL W/BITS	UNIT COST	\$ 6,000.00
		INVOICE TOTAL	\$ 6,000.00

DATE OF INVOICE		INV #	
VENDOR NAME		UNITS/LS	1
INVOICE DESCRIPTION	HILTI SETTING TOOL W/ BITS	UNIT COST	\$ 1,800.00
		INVOICE TOTAL	\$ 1,800.00

DATE OF INVOICE		INV #	
VENDOR NAME		UNITS/LS	1
INVOICE DESCRIPTION	MISC MATERIAL	UNIT COST	\$ 1,000.00
		INVOICE TOTAL	\$ 1,000.00

DATE OF INVOICE		INV #	
VENDOR NAME		UNITS/EA	200
INVOICE DESCRIPTION	DRILLCO UNDERCUT ANCHORS 3/4"	UNIT COST	\$ 75.00
		INVOICE TOTAL	\$ 15,000.00

DATE OF INVOICE		INV #	
VENDOR NAME		UNITS/LS	
INVOICE DESCRIPTION		UNIT COST	
		INVOICE TOTAL	\$ -

TOTAL MATERIAL/SERVICES COST \$ 72,300.00

ADDITIONAL COMMENTS/NOTES

SUBCONTRACTOR SHEET

DATE OF INVOICE		INV #	
SUBCONTRACTOR		UNITS/LS	1
SUB WORK	SCAN FOR EXISTING REBAR	UNIT COST	\$ 3,800.00
		INVOICE TOTAL	\$ 3,800.00

DATE OF INVOICE		INV #	
SUBCONTRACTOR		UNITS/LS	
SUB WORK		UNIT COST	
		INVOICE TOTAL	\$ -

DATE OF INVOICE		INV #	
SUBCONTRACTOR		UNITS	1
SUB WORK		UNIT COST	
		INVOICE TOTAL	\$ -

DATE OF INVOICE		INV #	
SUBCONTRACTOR		UNITS	1
SUB WORK		UNIT COST	
		INVOICE TOTAL	\$ -

DATE OF INVOICE		INV #	
SUBCONTRACTOR		UNITS	1
SUB WORK		UNIT COST	
		INVOICE TOTAL	\$ -

DATE OF INVOICE		INV #	
SUBCONTRACTOR		UNITS	1
SUB WORK		UNIT COST	
		INVOICE TOTAL	\$ -

DATE OF INVOICE		INV #	
SUBCONTRACTOR		UNITS	1
SUB WORK		UNIT COST	
		INVOICE TOTAL	\$ -

TOTAL MATERIAL/SERVICES COST \$ 3,800.00

ADDITIONAL COMMENTS/NOTES

EXHIBIT - C

Management Approval

Board Approval to Follow

CONSENT
CALENDAR
ITEM

2G

Date: July 19, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (7/12/17)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch 
Executive Manager of Engineering/Assistant General Manager

 Sylvie Lee
Manager of Planning and Environmental Resources

Subject: Foundation Windpower Direct Agreement

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Direct Agreement between Inland Empire Utilities Agency and Foundation HA Energy Generation, LLC for the benefit of ZB, N.A. dba National Bank of Arizona; and
2. Authorize the General Manager to execute the Direct Agreement.

BACKGROUND

In 2010, IEUA expanded its renewable energy portfolio by securing a Power Purchase Agreement (PPA) with Foundation HA Energy Generation, LLC (dba Foundation Windpower, LLC) for a one megawatt (MW) wind turbine located at the Regional Plant No. 4 (RP-4). In 2014, IEUA approved a new Direct Agreement (DA) between IEUA, Foundation Windpower, LLC, and Hat Obs Op A LLC, to enhance their project financing.

Foundation Windpower, LLC has since grown their operations and is seeking to refinance with commercial bank, ZB, N.A. (dba National Bank of Arizona), and, as such, is requesting assistance from IEUA in approving a new DA between IEUA, Foundation Windpower, LLC, and National Bank of Arizona. The attached DA authorizes a new Master Loan Agreement, and it acknowledges that Foundation Windpower, LLC is assigning security to National Bank of Arizona, the new lender for the project. Ownership of the RP-4 Wind Turbine, and all the terms of the PPA shall continue to remain unchanged.

This new DA will enable Foundation Windpower, LLC to improve their project financing terms, expand their capital base and their network of distributed wind turbines, and improve their operations and maintenance team. IEUA contracts and legal staff have reviewed the changes in detail and support the approval of the DA request.

The DA meets IEUA's adopted Business Goals for *Wastewater Management* by optimizing renewable resources, containing future energy costs, and progressing toward peak power independence.

PRIOR BOARD ACTION

On March 17, 2010, the Board of Directors awarded the PPA contract for the RP-4 Wind Turbine to Foundation Wind Power, LLC.

On January 15, 2014, the Board of Directors approved the execution of a DA between IEUA, Foundation Windpower, LLC, and Hat Obs Op A LLC.

IMPACT ON BUDGET

None.

Attachment: Direct Agreement

DIRECT AGREEMENT

This **DIRECT AGREEMENT**, dated as of July __, 2017 (as amended, supplemented or otherwise modified from time to time, this “Direct Agreement”) is entered into by **INLAND EMPIRE UTILITIES AGENCY**, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (“Contracting Party”), and **FOUNDATION HA ENERGY GENERATION, LLC**, a California limited liability company (“Project Owner”), for the benefit of **ZB, N.A. dba NATIONAL BANK OF ARIZONA** (“Lender”).

RECITALS

WHEREAS, in connection with a wind-powered electric generating facility located in Rancho Cucamonga, California (the “Project”) Contracting Party and Project Owner are party to (a) that certain Wind Power Purchase Agreement, dated as of March 17, 2010 (as amended, the “PPA”), and (b) that certain Wind Site Lease and Easement dated March 17, 2010, whereby, *inter alia*, Lessor has leased to Tenant the leased premises (“Leased Premises”) more fully described in the Lease Agreement (defined below) and incorporated herein by this reference, which was evidenced by a Memorandum of Lease dated April 27, 2011 and recorded in the official records of San Bernardino, County on May 3, 2011 as Document No. 2011-0177651 (“Memorandum of Lease”) (as amended, modified or assigned, the “Lease Agreement”; the Lease Agreement and the Memorandum of Lease are hereinafter collectively referred to as the “Leasehold Documents”). The PPA and the Leasehold Documents are referred to herein collectively as the “Assigned Agreements”;

WHEREAS, Project Owner and Lender entered into that certain Master Loan Agreement, dated as of June __, 2017 (as amended, the “Loan Agreement”), pursuant to which the Lender will make loans and other extensions of credit to Borrower; and

WHEREAS, Project Owner has entered into that certain Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing and a Security Agreement (collectively, the “Security Agreement”) with the Lender, pursuant to which Project Owner has assigned all of its right, title and interest in, to and under, and granted a first priority security interest in, the Assigned Agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree, notwithstanding anything to the contrary in the Assigned Agreements, as follows:

ARTICLE 1. CONSENT TO ASSIGNMENT, ETC.

1.1 CONSENT TO ASSIGNMENT. Contracting Party (a) acknowledges that the Lender is entering into the Loan Agreement and related financing documents and making a loan to Project Owner in reliance upon the execution and delivery by Contracting Party of this Direct Agreement,

(b) consents to the collateral assignment under the Security Agreement of all of Project Owner's right, title and interest in, to and under the Assigned Agreements, including all of Project Owner's rights to receive payment under or with respect to the PPA and all payments due and to become due to Project Owner under or with respect to the Assigned Agreements, whether as contractual obligations, damages, indemnity payments or otherwise (collectively, the "Assigned Interests"), (c) acknowledges the right of the Lender or its designee or assignee, in the exercise of the Lender's rights and remedies under the Security Agreement, to make all demands, give all notices, take all actions and exercise all rights of Project Owner under the Assigned Agreements and (d) acknowledges and agrees that notwithstanding anything to the contrary contained in the Assigned Agreements, the Lender shall have the rights and benefits of (i) a "Lender" as defined in the PPA and (ii) a "Mortgagee" as defined in the Leasehold Documents.

1.2 SUBSEQUENT OWNER.

1.2.1 Contracting Party agrees that if the Lender notifies Contracting Party that an Event of Default has occurred and is continuing and that the Lender has elected to exercise the rights and remedies set forth in the Security Agreement, then (a) the Lender or a Permitted Transferee (Lender or such Permitted Transferee, the "Subsequent Owner") shall be substituted for Project Owner under the Assigned Agreements and (b) Contracting Party will recognize the Subsequent Owner as its counterparty under the Assigned Agreements and will continue to perform its obligations under the Assigned Agreements in favor of the Subsequent Owner (including its obligations under any warranties). For purposes of this Direct Agreement, "Permitted Transferee" means Lender's designee or assignee or any other purchaser or transferee of the Assigned Interests in a judicial or nonjudicial foreclosure sale or by a conveyance made in lieu of foreclosure, which designee, assignee, purchaser, or transferee (i) has elected in writing to assume all of Project Owner's or Lender's (as applicable) rights and obligations under the Assigned Agreements and (ii) is (either directly or indirectly through a third party operator or contractor) capable of assuming and performing all of Project Owner's or Lender's (as applicable) obligations under the Assigned Agreements.

1.2.2 Contracting Party acknowledges and agrees that, notwithstanding anything to the contrary in the Assigned Agreements, none of (a) the assignment of the Assigned Agreements pursuant to the Security Agreement, (b) the foreclosure or any other enforcement action (any such action an "Enforcement Action") undertaken by the Lender in respect of its rights under the Security Agreement or any other related pledge agreement or mortgage, (c) the acquisition of the rights of Project Owner under the Assigned Agreements as a consequence of any Enforcement Action by the Lender or any Permitted Transferee (or acceptance of an absolute assignment of the Assigned Agreements in lieu of an Enforcement Action) or (d) the assignment of the Assigned Agreements by the Lender to a Permitted Transferee following a purchase after an Enforcement Action or following an absolute assignment thereof in lieu of an Enforcement Action, shall constitute a default by Project Owner under the Assigned Agreements or shall result in termination thereof.

1.2.3 Notwithstanding anything to the contrary herein, the recourse of Contracting Party in seeking the enforcement of any obligations under this Direct Agreement, the Assigned Agreements or under any replacement agreement shall be limited to the same assets of Project Owner as would be available to Contracting Party in a claim against Project Owner as of

the date of this Direct Agreement. The liability of Subsequent Owner or its successor(s), permitted assignee(s), or designee(s) to Contracting Party under this Direct Agreement, any Assigned Agreement or any replacement agreement shall not extend beyond such assets. Upon any sale or transfer of its interest in the Project by Subsequent Owner and assumption of liability as of the date of acquisition by the purchaser thereof, Subsequent Owner shall have no further liability under the Assigned Agreements or this Direct Agreement after the effective date to the extent such liabilities have effectively been assumed by such purchaser."

1.3 RIGHT TO CURE. In the event of a default by Project Owner in the performance of any of its obligations under an Assigned Agreements, or upon the occurrence or non-occurrence of any event or condition under an Assigned Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable Contracting Party to terminate or suspend its performance under an Assigned Agreement (each hereinafter a "Default"), notwithstanding any notice period provided in such Assigned Agreement, Contracting Party shall not terminate or suspend its performance under such Assigned Agreement until it first gives prompt written notice of such Default to the Lender or its designee or assignee and affords each such party a period of thirty (30) days, provided that it promptly commences in good faith to cure the Default within such cure period, and it diligently and continuously pursues such cure, (or if such Default is a non-monetary Default, such longer period as is required to cure such default so long as any such party has commenced and is diligently pursuing appropriate action to cure such Default, but in no event longer than sixty (60) days) from receipt of such notice to cure such Default; provided, however, that (a) if possession of the Project is necessary to cure such Default and the Lender or its designee or assignee has commenced foreclosure proceedings, the Lender or its designee or assignee will be allowed a reasonable time to complete such proceedings, provided Lender or its designee or assignee is diligently pursuing possession of the Project, and (b) if the Lender or its designee or assignee is prohibited from curing any such Default by any process, stay or injunction issued by any governmental authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving Project Owner, then the time periods specified herein for curing a Default shall be extended for the period of such prohibition.

1.4 REPLACEMENT AGREEMENT. In the event that an Assigned Agreement is terminated as a result of any bankruptcy, insolvency, reorganization or similar proceeding affecting Project Owner, and if, within sixty (60) days after such cancellation or termination, the Lender so requests, Contracting Party will enter into a new agreement with the Lender or its Permitted Transferee (i) having terms substantially the same as the terms of such Assigned Agreement, provided such terms are at least as favorable to Contracting Party as such Assigned Agreement, and (ii) producing the same economic effect and the same level of performance to Contracting Party as continuing such Assigned Agreement.

1.5 NO LIABILITY. Contracting Party acknowledges and agrees that neither the Lender nor its Permitted Transferee shall have any liability or obligation under the Assigned Agreements as a result of this Direct Agreement, the Security Agreement or otherwise, nor shall the Lender or its Permitted Transferee be obligated or required to perform any of Project Owner's obligations under the Assigned Agreements, except during any period in which the Lender (or its Permitted Transferee) is a Subsequent Owner pursuant to Section 1.2, in which case (i) the obligations of such Subsequent Owner shall be no more than that of Project Owner under the Assigned Agreements and (ii) such Subsequent Owner shall not be required to perform or be subject to any

defenses or offsets by reason of any of Project Owner's obligations under the Assigned Agreements that were unperformed at the time such Subsequent Owner became a Subsequent Owner (other than any defaults for failure to pay amounts owed under the Assigned Agreements).

1.6 TRANSFER. Provided Lender or its Permitted Transferee, as applicable, is not in default under the Assigned Agreements, he Lender shall have the right to assign the Assigned Agreements or a new agreement entered into pursuant to Section 1.4 to a person or entity to whom the Project is transferred, provided that such transferee is a Permitted Transferee. Upon such assignment, the Lender shall be released from any further liability under the Assigned Agreements or such new agreement to the extent of the interest assigned.

1.7 DELIVERY OF NOTICES AND NO AMENDMENT. Contracting Party shall deliver to the Lender and its Permitted Transferee, concurrently with the delivery thereof to Project Owner, a copy of each notice regarding defaults, suspensions, terminations, actual or threatened litigation or arbitration between Contracting Party and Project Owner, or material amendments given by Contracting Party to the Project Owner pursuant to the Assigned Agreements. Contracting Party acknowledges that Project Owner is not authorized, without the prior written consent of the Lender, to: (a) enter into any material supplement, restatement, extension, amendment or modification of the Assigned Agreements, (b) enter into any novation of the Assigned Agreements with any natural person, corporation, trust, business trust, joint venture, joint stock company, association, company, limited liability company, partnership, Governmental Entity or other entity, (c) consent to or accept any termination or suspension of Contracting Party's performance under the Assigned Agreements or (d) terminate or cancel the Assigned Agreements.

1.8 Entry on Leased Premises. Lessor agrees that upon and after any of (a) the assignment of the Leasehold Documents pursuant to the Security Agreement, (b) an Enforcement Action undertaken by the Lender in respect of its rights under the Security Agreement or any other related pledge agreement or mortgage, (c) the acquisition of the rights of Tenant under the Leasehold Documents as a consequence of any Enforcement Action by the Lender or any Permitted Transferee (or acceptance of an absolute assignment of the Leasehold Documents in lieu of an Enforcement Action) or (d) the assignment of the Leasehold Documents by the Lender to a Permitted Transferee following a purchase after an Enforcement Action or following an absolute assignment thereof in lieu of an Enforcement Action, Lender shall have the right to enter, possess and use the Leased Premises at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce the rights of Lender under the Loan Agreement, Leasehold Deed of Trust and other security documents.

ARTICLE 2. PAYMENTS UNDER THE ASSIGNED AGREEMENT

2.1 PAYMENTS. Contracting Party will pay all amounts payable by it under the PPA or in connection therewith in the manner and as and when required by the PPA pursuant to the wiring instructions provided in Schedule A, or to such other person or account as may be specified from time to time by the Lender to Contracting Party in writing. All payments required to be made by Contracting Party under the PPA or in connection therewith shall be made without any offset, recoupment, abatement, withholding, reduction or defense whatsoever, other than that expressly allowed by the terms of the PPA.

**ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF CONTRACTING PARTY**

Contracting Party makes the following representations and warranties in favor of the Lender as of the date hereof.

3.1 AUTHORIZATION. The execution, delivery and performance by Contracting Party of this Direct Agreement and the Assigned Agreements have been duly authorized by all necessary corporate or other action on the part of Contracting Party and do not require any approvals except approvals which have previously been obtained and which are in full force and effect or which are routinely obtained during the ordinary course of business during the execution of the Project.

3.2 EXECUTION AND DELIVERY; BINDING AGREEMENTS. Each of this Direct Agreement and the Assigned Agreements has been duly executed and delivered on behalf of Contracting Party by the appropriate officers of Contracting Party and constitutes the legal, valid and binding obligation of Contracting Party, enforceable against Contracting Party in accordance with its terms, except as the enforceability thereof may be limited by (a) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (b) general equitable principles (whether considered in a proceeding in equity or at law).

3.3 NO DEFAULT. Neither Contracting Party nor, to Contracting Party's knowledge, any other party to the Assigned Agreements is in default of any of its obligations thereunder, and as of the date hereof, to Contracting Party's knowledge, all payments that are required under the Assigned Agreements to have been made by any party thereto have been made. Contracting Party and, to Contracting Party's knowledge, each other party to the Assigned Agreements has complied with all conditions precedent to the respective obligations of such party to perform under the Assigned Agreements, except to the extent any such conditions precedent have been waived by the party or parties to the Assigned Agreements not obligated by such conditions precedent.

**ARTICLE 4.
MISCELLANEOUS**

4.1 GOVERNING LAW. THIS DIRECT AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

4.2 SUCCESSORS AND ASSIGNS. This Direct Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

4.3 FURTHER ASSURANCES. Each of the parties hereby agrees to execute and deliver all such instruments and take all such action as may be necessary to effectuate fully the purposes of this Direct Agreement.

4.4 ENTIRE AGREEMENT. This Direct Agreement and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of

this Direct Agreement and any such agreement, document or instrument, the terms, conditions and provisions of this Direct Agreement shall prevail.

[Signature page follows.]

IN WITNESS WHEREOF, the parties to this Direct Agreement have caused it to be duly executed and delivered as of the date first written above.

INLAND EMPIRE UTILITIES AGENCY,

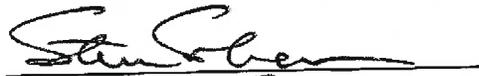
a Municipal Water District,
as Contracting Party

By: _____

Name:

Title:

**FOUNDATION HA ENERGY GENERATION,
LLC,**
a California limited liability company
as Project Owner

By: 
Name: STEVE SHEAR
Title: VICE PRESIDENT

Accepted and Agreed:

ZB, N.A. dba National Bank of Arizona,
as the Lender

By: 
Name: Jonathan Bouvet
Title: Vice President

Address for Notices:

6001 N. 24th Street
Phoenix, AZ 85016
(Tel) (602) 242-6440
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Schedule A
to Direct Agreement and Agreement

Wiring Instructions

[To be provided]

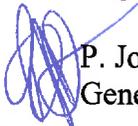
CONSENT
CALENDAR
ITEM

2H

Date: July 19, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (7/12/17)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch 
Executive Manager of Engineering/Assistant General Manager

 Sylvie Lee
Manager of Planning and Environmental Resources

Subject: Agency Membership in the California Data Collaborative

RECOMMENDATION

It is recommended that the Board of Directors approve IEUA membership in the California Data Collaborative for FY 2017/18, in the amount of \$27,500.

BACKGROUND

The California Data Collaborative (CaDC) is a coalition of water utilities that in January 2016 joined together to form a data infrastructure 501(c)3 non-profit to analyze and support water management efficiency and reliability objectives. Founding members included IEUA, Eastern Municipal Water District, Irvine Ranch Water District, Moulton Niguel Water District, East Bay Municipal Utility District, Santa Margarita Water District, Las Virgenes Municipal Water District, and UC Davis.

The goals of the CaDC are to merge water data with data science analytical tools, such as those utilized by Netflix and Microsoft. This is accomplished by working with a group of data scientists who ingest raw water usage and billing data from individual agencies, standardize the information, and make it available on a secure, centralized platform. This data can then be plugged into customized dashboards that were developed by water managers and analysts. Dashboards that have been developed over the past 18 months include an interactive rate modeling tool, a neighborhood level analysis of turf-rebate participation, and an in-process analysis of the impacts of proposed state water use efficiency standards.

Another benefit of the CaDC is that the standardized data makes it easier and more attractive for research institutions to partner with water resources to expand the industry's understanding of how different policies and demand management strategies across the State achieve water management goals. Since its inception, the CaDC has built partnerships with Stanford Business School, Claremont McKenna Graduate School, UC Riverside, and UC Los Angeles on a variety of topics from the impact price incentives for turf-grass rebate programs have on customer participation to cutting-edge remote imagery sensing to determine outdoor irrigated areas in alignment with State water use efficiency and drought requirements.

The CaDC operates as an inter-sectoral Memorandum of Understanding run through the National Center for Civic Innovation as a fiscally sponsored non-profit. To date, IEUA has contributed \$50,000 towards the work of the CaDC through Phase 1A and Phase 1B from January 2016 through June 2017. The CaDC is moving from an ad-hoc start-up to a membership driven organization in FY 2017/18. Due to the timing of this transition it is being presented separately from other memberships. In the future, this item will be included along with the Agency-Wide Memberships in December. The \$27,500 fee includes two components: \$10,000 for IEUA to continue to participate in the working group on the statewide efficiency work, analysis of landscape area by parcel, and involvement in regional research partnerships; and \$17,500 for one member agency, Monte Vista Water District, to continue to receive urban metered water use data integration with dashboards and tools. Monte Vista Water District has been the only member agency in IEUA's service area that has participated in the CaDC since the inception and has requested to continue receiving services from CaDC. If other IEUA member agencies request membership, the request will be presented to the Board for consideration.

The CaDC membership is consistent with Agency's Business Goal of increasing *Water Reliability* by promoting water use efficiency and education to enhance water supplies within the region; and meeting the region's need to develop reliable and diverse local water resources in order to reduce dependence on imported water supplies.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The proposed membership fee in the amount of \$27,500 will be paid as follows: \$10,000 from the Agency's FY 2017/18 Administrative Services Fund under account number 10200-112100-100000-514010, Agency-wide Memberships, and \$17,500 from Project No. WR15002, Drought Funds.

CaDC Fiscal Year 2017 - 2018 Scope of Work

July 1, 2017 through June 30, 2018

Summary of successes to date

Since launching in January of 2016, the California Data Collaborative partnership has grown from seven to fourteen water agencies and developed a broad network of academic, technology and industry collaborations. This visionary investment from leading water utilities has already shown results. Key successes are summarized below.

1. CaDC staff has completed a rapid assessment of Governor Brown's statewide water use efficiency targets in partnership with Claremont Graduate University.
2. Working in deep collaboration with members of the technical working group, CaDC staff has implemented the requested feature improvements to the rate comparison tool.
 - a. In addition, CaDC staff has developed a new open water rate specification to deploy tool more efficiently.
3. CaDC staff has also ongoing evaluation of outdoor water use efficiency programs.
 - a. Statistical analysis of water savings
 - b. CGU collaboration on remote sensing to measure changes in photosynthetically active turf to estimate the peer effect associated with turf rebate programs.
 - c. Civic Spark Survey of Outdoor water use attitudes

Perhaps of most long term value is the underlying investment in new 501(c)3 nonprofit data infrastructure and the ability to leverage that data to support water managers in ensuring water reliability for years to come.

CaDC Staffing

The CaDC project has been staffed cost effectively through ARGO Labs, a 501(c)3 civic data science nonprofit. This data team will work closely with the new data action teams in the coming fiscal year to improve how CaDC analytics are operationalized to support participating water utilities.

Position	Description	Current	Proposed FY 17-18
CaDC Project Manager	Ensure analytics support water managers	Full Time	Full Time
CaDC Data Scientist x2	Integrate data and develop analytics	Full Time x 2	Full Time x 2
Program Coordinator (Part time contractual)	Streamline integrating data, managing CaDC events, supporting deployment of tools	60 estimated hours a month	Full Time
Backend Engineering (Part time contractual)	Build underlying data infrastructure	100 estimated hours a month	Utility growth or expansion projects
Administrative Assistant (Part time)	Scheduling, invoicing, and other administrative tasks as necessary	N/A	40
TOTAL		3.5 FTE	4.5 FTE

The CaDC partnership has also benefited from its diverse network of academic and technological talent, enjoying low cost and pro bono internship and volunteer projects as detailed below.

Position	Description	Estimated Total Hours for Phase 1B
Research Fellows x3	<ul style="list-style-type: none"> Redeploying demand forecasting tool for EMWD Developed AB 1755 feasibility study Conduct open accuracy assessment with remote sensing vendors 	400 total or 40 hours a month
Analytics Interns x2 (In California)	Support core CaDC analytics development	400
CUSP Winter Internship (6x in NYC)	<ul style="list-style-type: none"> Inventory and develop metadata for every dataset in AB 1755 Supplement CIMIS evapotranspiration data with additional sources Standardize utility water rates across California 	240

The core CaDC budget for the next fiscal year focuses on funding staffing to support utilities in operationalizing CaDC analytics deployed for participating retailers including the CaDC efficiency explorer tool, rate comparison tool and demand forecasting tool.¹

FY 2017 - 2018 Core Dues Structure

¹ Note the demand forecasting tool is a tailored collaboration working to pilot the approach with specific agencies. This pilot is staffed primarily through a CaDC research fellow and the tool was initially developed by a DataKind volunteer team.

The following diagram details core CaDC revenue for the scope of work common across agencies.

Jan 2016	Sep 2016	July 2017	June 2018
Phase 1A	Phase 1B	FY 2017-18	
Budget: \$150k	Revenue to date: \$284.8k	Proposed core budget: \$402k	

At the March 10, 2017 CaDC Administrative meeting, staff across participating utilities discussed annualizing and expanding membership to fund additional staffing. The resulting fee structure is broken down by the number of retail metered connections that a utility serves:

1. Utility cost for full metered use data integration
 - a. Less than 15,000 meters = \$17,500
 - b. Between 15,000 – 150,000 meters = \$35,000
 - c. More than 150k = \$70,000

These resources will empower increased staffing to support CaDC utilities in operationalizing CaDC analytics. This plan is being implemented in collaboration with the technical working group through the targeted CaDC data action teams.

Participating wholesalers can sponsor retailers in their service with full metered use data integration fees determined as above. In addition, CaDC staff can develop customized open source analytics solutions for participating wholesalers using system operations data as detailed in the “potential additional work with system operations data” section.

In addition, utilities may elect to participate as a CaDC knowledge sharing member in order to participate in technical working group workshops, collaborate with other CaDC data action team members in monthly webinars, two tickets to the annual CaDC water data summit and have input into CaDC initiatives to set new data standards. That fee is a flat \$5,000 for member participation.

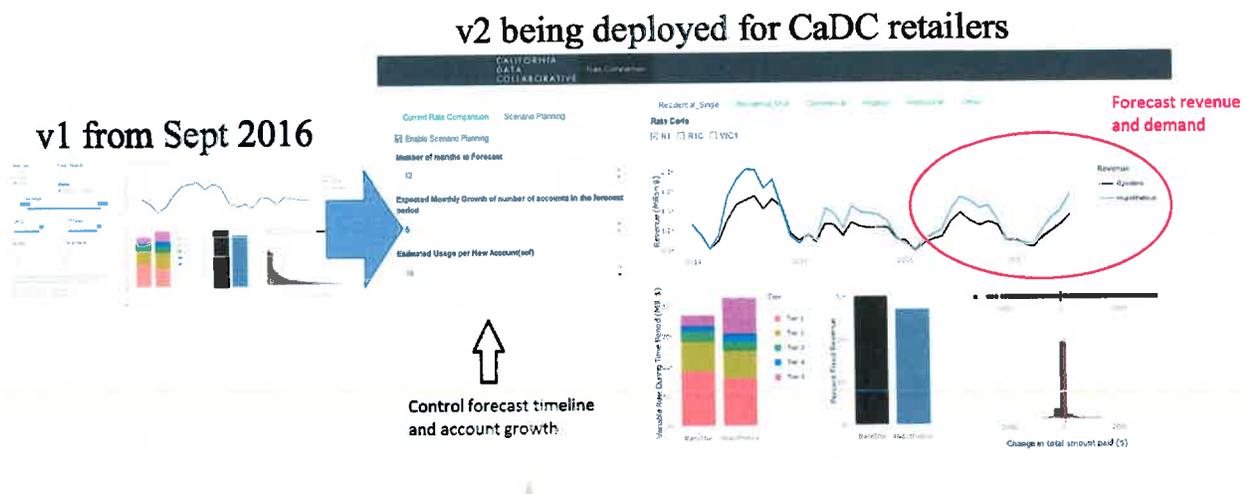
FY 2017-18 Focus: Operationalizing CaDC Analytics

CaDC staff has developed new cutting edge open source analytics to benefit participating utilities. These tools are described briefly below and the focus of the 2017-18 fiscal year is

expanding the impact and usefulness of these tools through targeted CaDC data action teams. These five teams coordinate CaDC work in 1) statewide efficiency targets 2) water use efficiency evaluation 3) rate modeling 4) demand forecasting and 5) events and communications.

Rate Comparison

The CaDC Rate Comparison tool is an open source software tool developed by the California Data Collaborative (CaDC) designed to estimate the impact of a water rate shift. Open source means the tool benefits from in-kind academic and other technology collaborations, as well as review and comments from other individuals and organizations. This tool has matured greatly in the past six months and has expanded to incorporate all customer classes and enhanced scenario planning functionality to project growth in accounts broken out by each customer class.



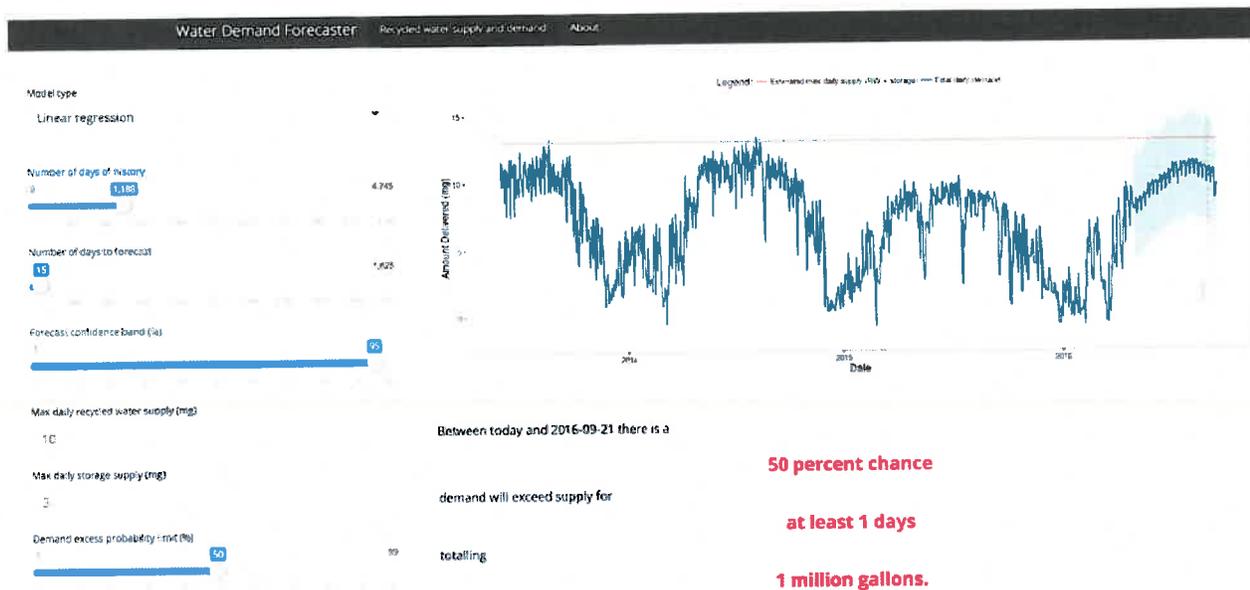
Efficiency Explorer

The efficiency explorer tool has a statewide and neighborhood level component. These interactive dashboards are supplemented by deeper analyses by CaDC staff responding to participating agency data action team member requests.

- *Statewide efficiency explorer*
- *Neighborhood level efficiency explorer*
- *CaDC staff analyses responding to agencies' requests*
 - These efficiency explorer tools are aimed to provide a simple, easy to navigate picture of water efficiency across a utility's service area. That simple water efficiency benchmarking exercise will be supplemented by CaDC staff responding to water use efficiency evaluation data action team member requests. Common requests across utilities will be formalized into a reuseable report generated by a CaDC programming tool.

Demand forecaster

Faced with a historic drought and future uncertainty, California water managers need all the tools they can get to ensure water reliability. Short term demand forecasting has a long track record of helping manage peak loads in energy, and this new tool created by DataKind brings that approach to help manage recycled water demand peak loads and reduce the need for potable makeup water for irrigation watering. The CaDC water demand forecasting tool allows users to select the number of days of history to use for the forecast and how long into the future to forecast. In addition, it shows the uncertainty with the forecast and calculates the probability that outdoor irrigation demand will exceed recycled water supply. This tool will be deployed for agencies with recycled water and outdoor irrigation demand optimization needs. The results of the pilot will be shared with CaDC members and the underlying demand forecasting technology improvements will be recorded so that they can be deployed for other agencies.



The foundation of the core CaDC project deliverables for FY 17-18 involves improving these CaDC analytics and operationalizing them with partner CaDC utilities via data action teams.

FY 2017-18 Core CaDC Project Deliverables

Over FY 2017-18 the CaDC will work with the CaDC data action teams to operationalize CaDC analytics. These data action teams will meet monthly and will work collaboratively to integrate these tools into ongoing CaDC utility workflows to benefit their utilities. In addition, the full technical working group will continue to meet quarterly to find common points of collaboration. Lastly CaDC staff will work with the Outreach / Events Data Action Team to put on the 2017 CaDC water data summit in September. Furthermore, CaDC staff will develop feature

improvements to CaDC analytics as described below to expand the value of the project for participating utilities.

There has been discussion of piloting a new system operations data integration project to explore in particular the nexus between indoor water use and recycled water flows. That work is currently being planned and would be covered by a separate scope of work.

Rate Comparison Feature Upgrades: Estimate the demand effects of price changes (Rate Comparison Data Action Team)

Currently, Rate Comparison assumes constant demand based on historical water use. After this work, the tool will update demand estimates based on change in price from a historical baseline and a user-provided price elasticity.

This involves the following functionality:

1. Allow users to specify a price elasticity, but provide a default from the literature.
 - a. The initial default for utilities can be the price elasticity developed² by USBR Economist Steven Piper in the 2014 study “The Influence of Conservation Pricing and Other Non-Price Factors on Residential Water Demand”, or another requested study.
2. Estimate hypothetical water demand given change in price and user-provided elasticity.
 - a. This will be implemented as the impact of a change in nominal average price on average demand in line with the methodology and data aggregation used in Steven Piper’s study. Potential methodological improvements will be discussed by the CaDC research committee and upon recommendation by said Committee, incorporated into the CaDC rate comparison tool.

This functionality will improve the CaDC rate comparison tool to support water managers in dynamic and industry leading “what if” analysis to understand and plan for the impact of prospective rate changes.

Statewide Efficiency Targets: Supporting Water Utilities in Planning for the Future (Statewide efficiency target data action team)

The CaDC powered by ARGO Labs has conducted a first assessment of statewide efficiency targets described in Governor Brown’s May 2016 Executive Order on “Making Conservation a California Way of Life” (EO).³

The CaDC statewide efficiency explorer tool allows users to navigate statewide residential water efficiency targets. The key excerpt from the EO is copied below:

² <http://www.usbr.gov/research/projects/detail.cfm?id=414>

³ https://www.gov.ca.gov/docs/5.9.16_Attested_Drought_Order.pdf

“These water use targets shall be customized to the unique conditions of each water agency, shall generate more statewide water conservation than existing requirements, and shall be based on strengthened standards for:

- A. Indoor residential per capita water use;*
- B. Outdoor irrigation, in a manner that incorporates landscape area, local climate, and new satellite imagery data;*
- C. Commercial, industrial, and institutional water use; and*
- D. Water lost through leaks.”*

This high level executive order is further specified in the draft report from the Department of Water Resources (DWR) and State Water Resources Control Board (SWRCB).⁴ This initial iteration funded by the Water Foundation focuses on residential water efficiency.

In particular, the CaDC Efficiency Explorer focuses on residential indoor and residential outdoor water use to set an initial target. The CaDC Efficiency Explorer tool incorporates this target calculation for any user-selected time period.

In addition, the CaDC Efficiency Explorer tool is policy-neutral and enables users to input an indoor GPCD and/or outdoor ET adjustment factor of their choosing. In each user-defined scenario, the aggregate statewide residential target for the previous twelve months is shown against the existing SBx7-7 target and the total residential usage for that same period.⁵

In FY 17-18, CaDC staff will maintain this tool for the benefit of CaDC member utilities to plan for future potential policy changes. In addition, staff will work collaboratively with other participating utilities to scope the data requirements to expand outdoor irrigation from residential to all customer types.

CaDC staff has also developed an applied research and development partnership with NYU CUSP to benchmark CII water use as called for by section 2C of the executive order. Working with Professor Constantine Kontokosta of NYU's Center for Urban Science and Progress, the CaDC is benchmarking efficient water use across Commercial, Industrial, Institutional and Multifamily Residential customer classes using our standardized data. This approach has been pioneered by CaDC staff for NYC, resulting in an award-winning Energy & Water Performance Map and associated journal paper. Lastly, CaDC staff looks forward to working with partner utility staff to scope the data requirements to improve leak loss detection.

Water Use Efficiency Report: Supplementing the Interactive Efficiency Explorer Dashboard

(Water Use Efficiency Evaluation Data Action Team)

⁴ http://www.water.ca.gov/wateruseefficiency/conservation/docs/EO_B-37-16_Report.pdf

⁵ Note the SBx7-7 target is an aggregate utility wide number that is adjusted by the percent of residential usage for the utility service area obtained from the monthly supplier report.

The Phase 1A Scope of Work involves integrating metered customer use data from participating agencies into the standardized “Strategic California Urban Water Use Data Waterhouse” (“SCUBA”) schema. In addition the Phase 1A Scope involves analyzing water use patterns by customer demographics, geographic, temporal and hydrologic factors.

Based on a request from WMWD for a Water Use Efficiency Master Planning Report, CaDC staff will stratify participating retailer customers by:

- Customer class
- Customer factors (household size and landscape area)
- Seasonal consumption trends
- Observed changes in water use due to policy factors (drought, rates, programs)
- Ranking of customers from least efficient to most efficient
- Water savings potential

This work will be developed through automated reporting code so that it benefits all CaDC participating agencies.

Streamlining participation in research projects and setting a new standard for statistical excellence in the water industry

(Research Committee and Water Use Efficiency Evaluation Data Action Team)

As part of the Phase 1B NDA, CaDC utilities can share data subject to written permission from the requisite utility management. Core metered use data can be leveraged for additional projects. One of these is the aforementioned applied research project in partnership with NYU CUSP on CII water use. In addition, CaDC staff can share this data with other academic research projects subject to written permission from the respective utility management. That process has been legally incorporated into the CaDC non-disclosure agreement and CaDC staff has been collaborating with UC Davis on their trust framework, NYU CUSP on its data facility “safe data” protocols, and researching global best practices. Those will be operationalized with the CaDC Research Committee composed of technical working group staff and academic collaborators.

In addition, CaDC staff has developed open source statistical packages as part of its work measuring the water savings of turf removal. CaDC staff will work with researchers to publish the statistical analysis as part of their research as part of the “open science” trend in academia to make research replicable and reproducible.

Pilot demand forecasting tool and share results with other CaDC members

(Demand Forecasting Data Action Team)

CaDC staff has developed prototype demand forecasting tools for several CaDC agencies. These tools will be integrated into those CaDC partner utility operations in FY 17-18 and

iteratively improved. Lessons learned from this pilot will be disseminated and discussed with the larger group of CaDC members.

Potential additional work

(Would involve integrating additional data)

The CaDC project to date has focused on integrated metered water use data to support water managers in achieving water reliability. That data has been invaluable in highlighting the unique local circumstances of California's water utilities and supporting agencies in navigating the rapidly evolving statewide landscape through new open source analytics.

Additionally, there has been some interested for the CaDC project to broaden to supplemental data streams. Those are listed below and would require a specific work plan and budget to adequately resource that new work.

1. Storm water data collaboration (pilot with OC Public Works and MWND)
2. SCADA Flow Data
 - a. Analyzing indoor water use, sewer flows, and recycled water capacity
 - b. Energy water nexus optimization
3. Collaborating with the state on AB 1755 implementation

Appendix 1 -- CaDC Data Action Teams and Committee Structure

CaDC Data Action Teams

The big bullets list the CaDC data action teams with participating agency staff. The sub-bullets list the items the data action team will address. Links provide context on the team projects.

1. [Statewide Efficiency Targets team](#)
 - o Statewide Efficiency Explorer
 - o Landscape area
 - o CII
 - o Leak loss
2. [Water Efficiency Evaluation team](#) (Water Resources)
 - o Statistical Methods
 - o WUE Summary Report
 - o Civic Spark Survey
 - o Neighborhood-level Efficiency Explorer
3. [Rate Comparison team](#) (Finance)
 - o Statistical Methods

- [OWRS](#)
- Rate comparison tool
- User guide development
- 4. [Demand Forecasting team](#) (Planning / Operations)
 - Statistical methods
 - Tool deployment
- 5. Outreach / Event team (Public Relations)
 - Data Summit Planning
 - Workshop Planning
 - Marketing / Case Studies/ Press Releases

Other CaDC Committees

1. Research Committee
 - Topics
 - i. Statistical methods
 - ii. QA / QC data sharing procedures
 - iii. Discuss potential new research projects
 1. Rotating academic presentations / webinars
2. Administrative Committee
 - Responsibilities
 - i. Approve membership fees
 - ii. Ensure quality and timely completion of work
 - iii. Approve new data action teams
 - iv. Review project budget

Appendix 2 -- Phase 1B Progress Report

(March 2017)

Data-driven demand management

Phase 1B Task 2.0	Status	Staffing
Develop rate modeling tool	Deployed as part of MNWD 2017 budget	CaDC core data team and MNWD collaboration
Second iteration of water savings statistics (including additional rebates)	In progress – ETA Summer 2017	CaDC core data team and part-time project statistician
Demand forecasting	In progress	UCLA Research Fellow and EMWD collaboration
Survey outdoor water use attitudes	Survey begins 4/1	Civic Spark Fellows

Statewide efficiency targets (top priority in June 2016 meeting)

Phase 1B Task 1.0	Status	Staffing
Develop interactive web visualization of efficiency targets	Substantial back end improvements from prototype shown at Stanford	CaDC core data team
Improve landscape area measurements	First iteration complete with Andrew Marx	CGU Collaboration and engagement with TWG
(Supplemental) Land use data development to integrate landscape area into efficiency explorer tool	Complete	CaDC core data team

Building water data infrastructure

Phase 1B Task 3.0	Status	Staffing
Internal automation of data ingestion	Completed internal infrastructure upgrade	CaDC core data team
Enable data sharing with utility permission -- Part of Phase 1B NDA	Complete	MNWD In-Kind Legal Support
Support effective implementation of the Open and Transparent Water Data Act	Completed feasibility study Completed inventory Developing draft protocols	Interns and UCLA research fellow

Appendix 3 -- Phase 1A Original Scope of Work

Title: Measuring the effectiveness of various conservation programs through a new inter-utility, customer-level water usage dataset

Overall Project Objectives

A statewide data collaborative is currently underway involving water agencies throughout California, working in partnership with UC Davis, to collect and share data among utilities to improve efficiencies, refine demand management strategies and promote long-term sustainable solutions that build on the water/energy nexus. A secure, cloud-based platform will be built through a non-profit mechanism (CAWaterData.org) to house water utility data statewide and to facilitate analyses. This effort is a three-phased, "bottom-up" approach to providing meaningful input and recommendations that will help shape future water management decisions that have statewide impact. The goal is to facilitate informed decisions and aid agencies in meeting the State's goal of demand management through improved understanding of unique characteristics of our communities.

The Phase One Pilot of the project brings together water retailers to consolidate customer level water usage data to proactively share information, ideas, tools, solutions and challenges in an effort to provide a collective input that can showcase how California can achieve water efficiency statewide through smart, bottom up collaborative mechanisms. The purpose is to demonstrate the benefits of a statewide data collaborative in assisting the agencies and decision makers statewide. The Phase Two Pilot of the

project will demonstrate a secure, cloud-based platform for sharing water utility data and performing analytics. Upon completion of Phase One and Two Pilot, the Phase Three will be ready for launch, offering a positive, proactive approach to work collaboratively together as a water community across California to achieve water efficiency smartly statewide.

California's worst drought in recorded history demands visionary leadership. Throughout our state's history, water utilities have come together to pioneer new physical infrastructure to ensure a safe and reliable supply for the people of California. This project will honor that tradition and California's world renowned "pioneering spirit" by boldly building the world's first data utility to manage cutting edge data infrastructure. Climate change, demographics, and thousand year hydrological records suggest water scarcity will be the new normal in twenty first century. Yet while the future is ultimately uncertain, by working smartly and collaboratively, we can prepare to adapt to whatever the future holds.

Project Task 1: Statewide analysis of conservation program effectiveness

The goals of this component of the project include:

1.1 Analyze unique characteristics of different parts of California and its diverse communities

1.1.1 Collect, organize, clean, and generate a statistical dataset from the sources listed below this task specification.

1.1.2 Develop analyses of various conservation programs effectiveness on reducing water usage.

Aggregate impact of individual water conservation programs on agency water demand and revenues

1.1.3 District-level averages as well as results for various socio-economic and demographic groupings, environmental characteristics, and neighborhood characteristics.

1.2 Learn from successes and challenges of different demand management programs

1.2.1 Write a summary report and present results to agency personnel and board members. Report articulating statewide water efficiency benefits and succinct value proposition of robust granular water data. This report is anticipated to include the following key sections incorporating analyses developed in project task one:

- Baseline water usage trends and patterns:
- Water usage trajectory quantiles by customer segment for each participating utility from as long as is feasibly available and including at least 2013 – 2015.
- Those trajectories will be overlaid with conservation actions taken by utilities (dates of public education campaigns, rate shifts, etc.) to better understand "what works" to achieve water efficiency.
- Those trajectories will be compared that with what the state "sees" in residential gallons per capita per day and other statewide metrics.
- Scope how smart "bottom up" water efficiency projects enabled by this data infrastructure can scale statewide.

- Discuss lessons learned for future demand management and potential statewide water efficiency targets.

1.3 Conducting preliminary statistical analysis into the effectiveness of turf rebates by expanding the MNWD Turf Rebate Study published by Bloomberg Data for Good.

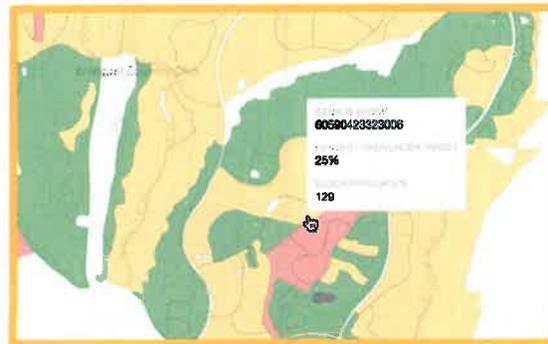
Each financially contributing retail water agency will be responsible for providing customer-level water usage data. Participating wholesale water agencies may provide this conservation analytics service at no charge to up to one retail agencies in their service area. Further wholesale agencies with parcel-level irrigable area will provide said data along with as granular water usage data as is available.

Contingency: In the event that the State Water Resources Control Board elects to provide statewide Clean Drinking Water metered usage data at the customer class level, the Phase One Pilot team will include said data in their analysis of statewide conservation programs.

In addition, Phase One Pilot staff will work with the analytical point persons on the technical working group to provide contextual data sources with clear spatial, temporal and quantitative characteristics to inform inter-utility, customer-level water usage data when available:

- Agency-level factors (Data Sources: participating water agencies)
 - Water pricing policy (i.e., structure and level)
 - Rebate levels
 - Conservation program participation
 - Outreach / media efforts
 - Conservation BMP Reporting (Data Sources:
- Household-level factors (Data Sources: Participating utilities and US Census)
 - Socio-economic factors (e.g., income, education)
 - Demographic factors (e.g., ethnicity, household size)
 - Property characteristics (e.g., lot size, age of house, irrigated area)
 - Customer awareness (through identifying district-level awareness campaigns)
- Community / Environmental Factors (Data Sources: Participating utilities, CIMIS)
 - Neighborhood program participation levels, if available
 - Outreach efforts from other agencies (wholesale and neighboring), if available
 - Methods of community outreach and engagement (e.g., newspapers, agency website, social media, community newsletters, HOA meetings, Chamber of Commerce events, etc.)
 - Biophysical factors (e.g., precipitation, temperature, evapotranspiration)

California Data Collaborative Membership Update



California Data Collaborative Overview

- Created Jan 2016 by water agencies for water agencies
- Goal: Leverage modern data science to ensure water reliability
- 501(c)3 Non Profit

Founding Members:



New Members:



Partners:



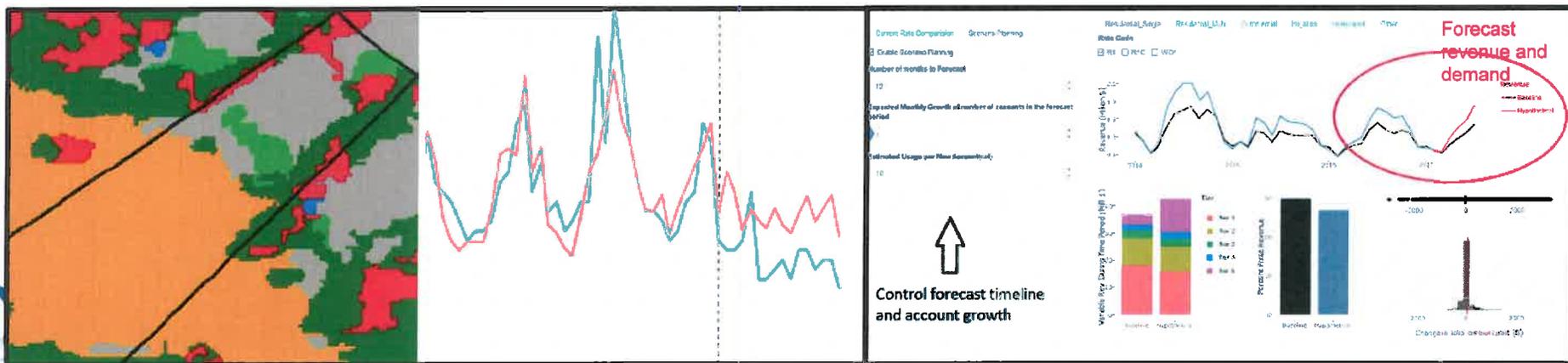
Integrate Data Across Utilities

- Developed a cloud-based secure infrastructure
 - Data “clean up”
 - Identified and evaluated gaps
 - Automated monthly use/billing data uploads
- Data can be easily shared with researchers
 - Requires GM’s signed consent
- Partners’ data incorporated into all dashboards and tools



California Data Collaborative Membership Benefits

- Dashboard development
- Input into statewide efficiency analysis work
- Partnerships with top research institutions
- Per-meter parcel level analysis



Membership Fees

Pilot: Jan 2016- June 2017	July 2017-June 2018
Turf program effectiveness	Landscape area by parcel
Build data infrastructure	Water Use Efficiency Reporting
Statewide Mandatory Drought Targets analysis	Pilot water/energy intensity analytics w. UC Davis
Rate tool development	Access to refined dashboards (rates, efficiency programs, demand forecast)
Model Statewide water use efficiency targets	Potential SCADA Flow data analysis for indoor use, sewer flows, recycled water capacity
Pilot Contribution: \$50,000	Annual Membership*: \$27,500

Recommendation

- Approve membership in the California Data Collaborative for FY 2017/18, in the amount of \$27,500; and
- Authorize the General Manager to pay the annual dues.

The California Data Collaborative membership is consistent with ***Agency's Business Goal of increasing Water Reliability*** by promoting water use efficiency and education to enhance water supplies within the region; and meeting the region's need to develop reliable and diverse local water resources in order to reduce dependence on imported water supplies.

CONSENT
CALENDAR
ITEM

21



Date: July 19, 2017
To: The Honorable Board of Directors
Through: Engineering, Operations, and Water Resources Committee (7/12/17)
From: P. Joseph Grindstaff
General Manager
Submitted by: Chris Berch
Executive Manager of Engineering/Assistant General Manager
Sylvie Lee
Manager of Planning & Environmental Resources
Subject: IEUA-Pomona-MVWD RW Intertie Project Consultant Contract Award

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award the consulting engineering services contract for Phase 2 of the Feasibility Study for the Recycled Water Intertie Project No. EN16060, to Carollo Engineers for the not-to-exceed amount of \$119,900; and
2. Authorize the General Manager to execute the agreement, subject to non-substantive changes.

BACKGROUND

The City of Pomona (Pomona), Monte Vista Water District (MVWD), and IEUA have collaboratively initiated a Recycled Water Feasibility Study (Study) to evaluate future opportunities to increase the water supply within the region. In the Integrated Water Resources Plan (IRP), the interagency connection was identified as a potential additional water supply. The Study is evaluating the viability of potential supply sources and interconnections to convey treated recycled water and Spadra Basin groundwater to direct use recycled water customers, groundwater recharge basins, and aquifer storage and recovery wells.

Phase 1 of the Study developed analysis of various recycled water intertie opportunities was completed by the consulting team of Carollo Engineers and Thomas Harder & Company (TH&Co) in June 2016. The team was selected through a competitive solicitation process. The highest-ranking

alternative from the Phase 1 Study included recycled water supply from the Pomona Water Reclamation Plant (PWRP) and groundwater from Pomona's Spadra Well 19, a 3.1 MGD advanced water treatment facility, a booster station, pipeline conveyance, and recharge in the Montclair Basins. The project would provide a new water source to the region, increase groundwater recharge, improve groundwater quality, alleviate existing and potential future subsidence, and allow for expansion to include aquifer storage and recovery injection wells. Variations of this project are included in the Phase 1 alternative analysis.

Pomona, MVWD and IEUA have requested a follow-up study to further analyze the top-ranking project alternatives and determine the most beneficial and cost effective interagency project. Phase 2 will include the feasibility of recycled water recharge in the Montclair Basins and potential injection wells in the western portion of the Chino Basin. The analysis will expand the technical evaluation and prepare in-depth groundwater modeling to determine the most beneficial project siting, long-term benefits, and project costs. The Carollo and TH&Co team is the most qualified in expanding their Phase 1 evaluation and preliminary modeling efforts. The consultant team has provided a proposal for a not-to-exceed amount of \$119,900 to perform the follow-up evaluation. A planning grant of \$75,000 has been awarded and will reduce the net costs for this effort. As with the first phase, the three parties are jointly preparing the study and will equally share the cost.

IEUA's recycled water and groundwater recharge programs are a critical component of the water resources management strategy for the region and the Chino Basin. This project will continue to expand these programs to plan for growth, supply management, and expandability through interties with neighboring agencies to maximize the beneficial use of available recycled water. The IEUA-Pomona-MVWD Recycled Water Intertie Project is consistent with IEUA's Business Goals of *Water Reliability* by providing new water supplies and maximizing the beneficial reuse of recycled water through the enhancement of groundwater recharge.

PRIOR BOARD ACTION

On July 20, 2016, the Board adopted the CEQA for the IEUA-Pomona-MVWD Intertie Project.

On September 16, 2015, the Board adopted Resolution No. 2015-09-11 to sign and file a grant application to the State Water Resources Control Board for the development of the Feasibility Study.

On July 15, 2015, the Board approved the Memorandum of Understanding for the Recycled Water Intertie with Monte Vista Water District and City of Pomona.

IMPACT ON BUDGET

If approved, the consulting engineering services contract for the Recycled Water Intertie Phase 2 Study, Project No. EN16060, for the not-to-exceed amount of \$119,900 is within the total project budget of \$10,000,000 in the Recycled Water (WC) Fund. The awarded Proposition 13 grant of \$75,000 requires a 50 percent match share that will be shared equally by IEUA, Pomona, and MVWD.

Attachments: Consultant Contract

IEUA-Pomona-MVWD Recycled Water Intertie Consultant Contract Award

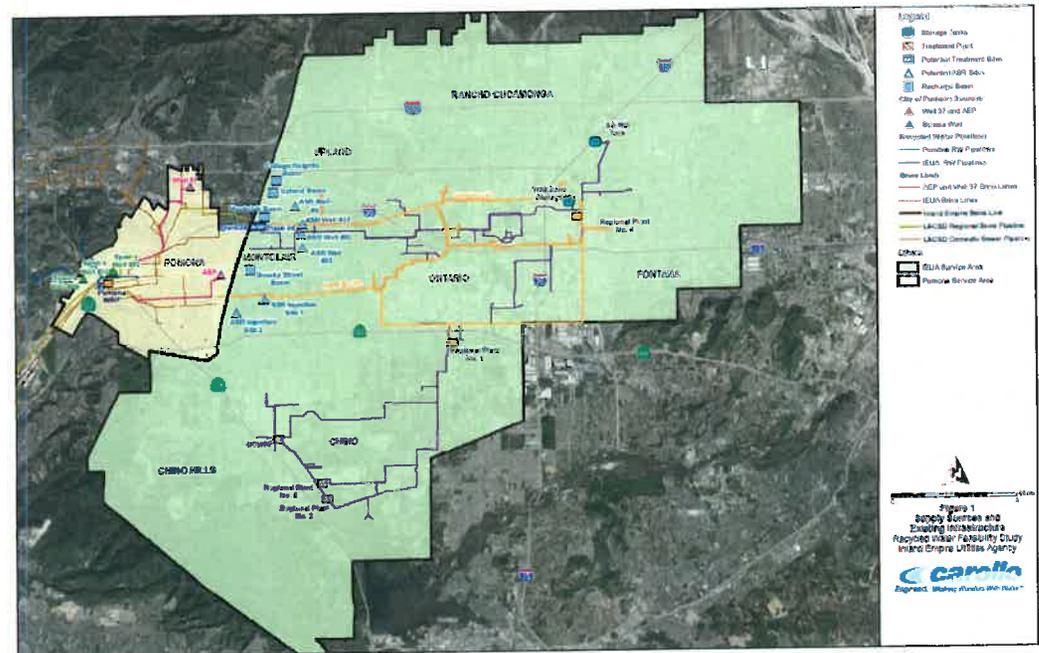


Recycled Water Intertie

- Collaboration between Pomona, MVWD and IEUA
 - Memorandum of Understanding/Equal Cost Share (July 2015)
- Completed Phase 1 Feasibility Study for a potential RW intertie
- Long-term water supply options for the service area
- Maximize the beneficial use of recycled water
- Address potential land subsidence in Management Zone 1
- Consistent with the objectives of:
 - 2015 Integrated Water Resources Plan
 - 2015 Recycled Water Program Strategy

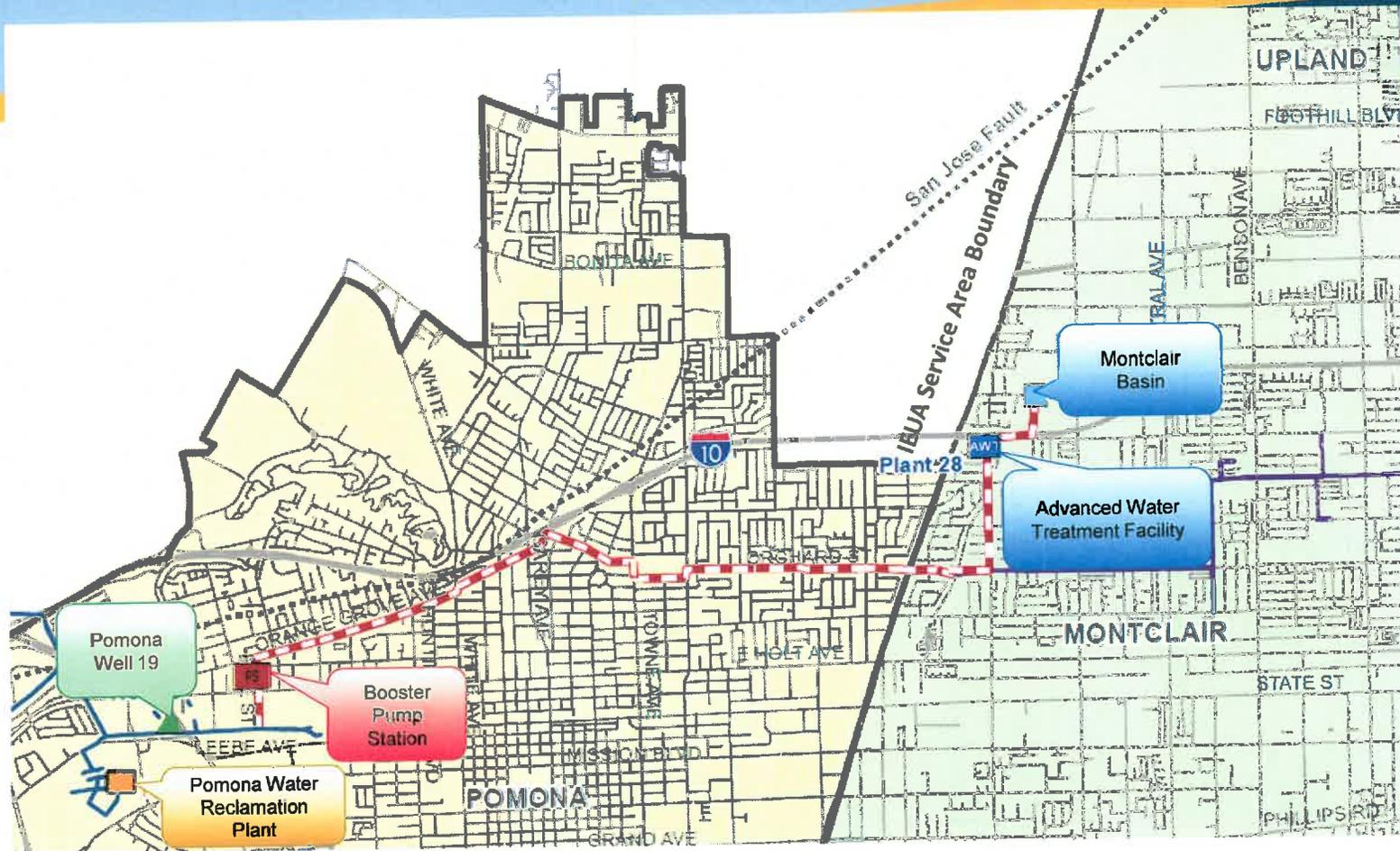
Feasibility Study Phase 1

- Supply sources evaluated
 - RW from Pomona Water Reclamation Plant
 - Groundwater from Spadra Well 19
 - Non-Reclaimable Wastewater (NRW)
- Water quality considerations
- Regulatory impacts
- Land subsidence improvements
- Facilities required



Phase 1: Supply Sources & Existing Infrastructure Map

Top-Ranked Alternative



Feasibility Study Phase 2

- In-depth technical evaluation of top-ranked alternatives
 - Consider use of existing pipelines
 - Siting for advanced water treatment facility
 - Siting for injection wells
 - Potential layout schematic
 - Cost estimates
- Groundwater modeling
 - Land subsidence improvements
 - Time to nearest well
 - Water quality impacts
- Awarded planning grant of \$75,000

Recommendation

- Award the consulting engineering services contract for Phase 2 of the Feasibility Study for the Recycled Water Intertie Project No. EN16060, to Carollo Engineers for the not-to-exceed amount of \$119,900; and
- Authorize the General Manager to execute the agreement, subject to non-substantive changes.

The IEUA-Pomona-MVWD Recycled Water Intertie Project is consistent with **IEUA's Business Goals of Water Reliability** by providing new water supplies and maximizing the beneficial reuse of recycled water through the enhancement of groundwater recharge.



**CONTRACT NUMBER 460002341
FOR
INTERCONNECTION FEASIBILITY STUDY PHASE 2**

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of June, 2017, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), and, Carollo Engineers, Inc. of Riverside, California (hereinafter referred to as "Consultant"), for consulting services to complete Phase 2 of a feasibility study for interconnections of recycled water conveyance distribution between agencies.

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

1. **PROJECT MANAGER ASSIGNMENT:** All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are listed below.

Project Manager: Joshua Aguilar
Address: 6075 Kimball Avenue, Building A
Chino, California 91708
Telephone: (909) 993-1694
Mobile: (909) 993-1983
E-mail: jaguilar@ieua.org

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

Consultant Contact: Graham J.G. Juby, Ph.D., P.E.
Address: 3400 Central Avenue, Suite 205
Riverside, California 92506
Telephone: (951) 776-3955
Facsimile: (951) 776-4207
E-mail: GJGJuby@carollo.com

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

A. Amendments to Contract Number 460002341.

- B. Contract Number 4600002341 General Terms and Conditions.
- C. Consultant's Proposal dated March 26, 2017.

4. **SCOPE OF WORK AND SERVICES:** Consultant services and responsibilities shall be in accordance with Consultant's Proposal dated March 26, 2017, which is attached hereto and incorporated herein as Exhibit A. The scope of services include the following tasks:

- Task 1: Groundwater Modeling;
 - 1.1 Coordination with Thomas Harder & Company
 - 1.2 Groundwater Modeling Details
 - 1.2.1 Obtain and Review Background Model Files and Data
 - 1.2.2 Configure and Run the Wastewater Subsection Model
 - 1.2.3 Develop Initial and Estimated Future Groundwater Quality conditions for Constituent of Concern
 - 1.2.4 Analysis of Potential Changes in Groundwater Levels, COC Concentrations, and Travel Time to Wells Associated with the Project – Alternative 1
 - 1.2.5 Analysis of Potential Changes in Groundwater Levels, COC Concentrations, and Travel Time to Wells Associated with Project – Alternative 2
 - 1.2.6 Analysis of Potential Changes in Groundwater Levels, COC Concentrations, and Travel Time to Wells Associated with the Project – Alternative 3
 - 1.2.7 Prepare Draft Technical Memorandum No. 1 and Deliver to Agency, City of Pomona and Monte Vista Water District
 - 1.2.8 Attend Meetings with Chino Basin Watermaster
 - 1.2.9 Finalize Technical Memorandum No. 1
- Task 2: Technical Evaluation;
 - 2.1 Treatment and Injection within the Pomona Area at Well 27
 - 2.2 Use of Existing Pomona Pipeline
 - 2.3 Updated Cost Estimates
 - 2.4 Technical Memorandum No.2
- Task 3: Project Management and Meetings – a total of three face-to-face and one Webex meeting will be included, as well as bi-weekly conference calls to review progress and follow-up on action items.

5. **TERM:** The term of this Contract shall extend from the Notice to Proceed, and terminate upon completion of all Project services, or December 30, 2015, whichever occurs first, unless agreed to by both parties, reduced to writing, and amended to this Contract.

6. **COMPENSATION:** Agency shall pay Consultant's properly executed invoice approved by the Project Manager, in accordance with **Exhibit B**, attached hereto and made a part hereof, within thirty calendar days following receipt of the invoice. Please include Contract Number **4600002341** on invoices for payment. Mail one original invoice to Agency's Accounts Payable, at P.O. Box 9020, Chino Hills, CA

91709 or email to APGroup@ieua.org and send a copy to the Project Manager. Payment will be withheld for any service which does not meet or exceed Agency's requirements or have proven unacceptable until such service is revised, the invoice resubmitted, and accepted by the Project Manager.

In compensation for the services represented by this Contract, the Agency shall pay Consultant a Not-to-Exceed amount up to **\$119,900.00**, for all services and authorized expenses during the term of this contract.

7. **CONTROL OF WORK**: Consultant shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Consultant shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

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

 - B. **Compliance**: Consultant shall advise all Consultant and subconsultant personnel and associated third parties of the requirements of the Contract (Fitness for Duty Requirements) before they enter on the jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its subconsultants. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

9. **INSURANCE**: During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance:
 - A. **Minimum Scope of Insurance**:
 - 1) **General Liability**: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall be at

least as broad as Insurance Services Office form number GL 00 02 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 04 04 03 81 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage, "occurrence" form CG 00 01 11 85. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, endorsement CG 25 03 11 85 or CG 25 04 11 85, or the general aggregate limit shall be twice the required occurrence limit.

- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number CA 00 01 01 87, covering Automobile Liability, code 1 "any auto" and endorsement CA 00 25 (Ed. 01 86).
- 3) Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and employers Liability limits of \$1,000,000 per accident.

B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1) General Liability and Automobile Liability Coverage

- a. The Agency, its officers, officials, employees and volunteers are to be covered as insureds, endorsements GL 20 11 07 66, CG2010 1185 and/or CA 20 01 (Ed. 01 78), as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers.
- b. The Consultant's insurance coverage shall be primary insurance as respects the Agency, its officer, officials, employees and

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

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.
- 2) All Coverages: Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by mail has been given to the Agency.
- D. Acceptability of Insurers: All insurance is to be placed with insurers with a Best's rating of no less than A:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Consultant shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency for themselves and all subcontractors prior to commencing activities or allowing any subcontractor to commence activities under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before activity commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.
- F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:
- Inland Empire Utilities Agency
Attn: Angela Witte
P.O. Box 9020
Chino Hills, California 91709

10. **LEGAL RELATIONS AND RESPONSIBILITIES**

- A. **Professional Responsibility:** The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of services.
- B. **Status of Consultant:** The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. **Observing Laws and Ordinances:** The Consultant shall keep itself fully informed of all existing state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the negligent violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.
- D. **Subcontract Services:** Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. **Indemnification:** Consultant shall indemnify the Agency, its directors, employees and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, to the extent caused by the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract. In the event the subject action alleges negligence on the part of the Consultant and/or the Agency, or any third parties not under contract with the Consultant, the Consultant's obligations regarding the Agency's defense under this paragraph include the reimbursement of the Agency's reasonable defense costs incurred to the extent of the Consultant's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution, as well as any settlement costs attributed to Consultant's negligence. The Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Consultant's subconsultants, that impact project completion and/or success.
- F. **Conflict of Interest:** No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or

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

- G. Equal Opportunity: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.

- H. Non-Conforming Work and Warranty: For a period of not less than one year after acceptance of the completed Work, Consultant shall, at no additional cost to the Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcomings is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors with thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification the Contract, then Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

- I. Disputes:
 - 1) All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue service activities to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.

 - 2) Any and all disputes during the pendency of service activities shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If

the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the AGENCY Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency's Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the AGENCY Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

- 3) In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

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

11. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

12. **TITLE AND RISK OF LOSS:**

- A. **Documentation:** Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the Project.
- B. **Material:** Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. **Disposition:** Contractor shall dispose of items to which Agency has title as directed in writing by the Project Manager and/or Agency.

13. **PROPRIETARY RIGHTS:**

- A. **Rights and Ownership:** Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as Proprietary Rights), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:
 - 1) Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Agency, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Agency.

- 2) If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Contractor shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
- 3) If the Work or Documentation includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency to complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

B. No Additional Compensation: Nothing set forth in this Contract shall be deemed to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract.

14. **INFRINGEMENT**: Contractor represents that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person

Contractor shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Contractor shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its best efforts to procure for Agency the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by Agency so as to obviate any such claim of infringement, or to put up a satisfactory bond to permit Agency's continued use of the Work and Documentation.

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

AGENCY: Warren T. Green
Manager of Contracts and Procurement
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, California 91709

Consultant: Graham J.G. Juby
Vice President
Carollo Engineers, Inc.
3400 Central Avenue, Suite 205
Riverside, California 92506

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

16. **AGENCY-PROVIDED INFORMATION AND SERVICES:** The Agency shall furnish the Consultant available studies, reports and other data pertinent to the Consultant's services; obtain or authorize the Consultant to obtain or provide additional reports and data as required; furnish to the Consultant services of others required for the performance of the Consultant's services hereunder, and the Consultant shall be entitled to use and rely upon all such information and services provided by the Agency or others in performing the Consultant's services under this Contract. However, Consultant shall be responsible to notify Agency should Consultant suspect that information or data pertinent to Consultant's services appears to be faulty and Consultant should use due diligence to obtain corrected information.
17. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
18. **THIRD PARTIES:** The services to be performed by the Consultant are intended solely for the benefit of the Agency. No person or entity not a signatory to this Contract shall have any rights whatsoever to assert a claim against the Consultant for the work or work product performed hereunder. Agency shall not assign any portion of the contract or work product to any third party not authorized under this Contract.

19. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency
20. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
21. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California and the jurisdiction of the Superior Court located in the County of San Bernardino,
22. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
23. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, acts of God, etcetera.
24. **ESTIMATES AND PROJECTIONS:** Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way the Agency's plant and/or associated processes are operated and/or maintained. Data and cost projections are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee the actual base unit quantities realized and/or costs will not vary from the data and cost projections prepared by Consultant and Consultant does not and will not be liable to and/or indemnify the Agency and/or any third party related to any inconsistencies between Consultant's data and/or data and /or cost projections and actual base unit quantities and/or associated energy cost savings realized by the Agency and/or any third party in the future. However, nothing herein shall relieve Consultant from liability for its failure to perform the work to the standards of skill and care expected of a consultant under the same or similar circumstances.
25. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all

responsible parties and a Notice to Proceed order has been issued to the Consultant.

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

INLAND EMPIRE UTILITIES AGENCY,
A Municipal Water District

CAROLLO ENGINEERS INC.:

P. Joseph Grindstaff
General Manager

(Date)

Graham J.G. Juby
Vice President

(Date)

(Date)

CONSENT
CALENDAR
ITEM

2J

Date: July 19, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (7/12/17)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch 
Executive Manager of Engineering/Assistant General Manager

Shaun J. Stone 
Manager of Engineering

Subject: San Bernardino Lift Station Consultant Contract Award

RECOMMENDATION

It is recommended that the Board of Directors:

1. Award a consulting engineering services contract for the San Bernardino Lift Station, Project No. EN17077, to CDM Smith, Inc., for the not-to-exceed amount of \$224,360; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes.

BACKGROUND

The San Bernardino Lift Station (SBLS) has been in service since 2007 and is located at the termination of the San Bernardino Avenue Trunk Sewer in the City of Fontana. The SBLS conveys wastewater to Regional Water Recycling Plant No. 4 (RP-4), where it is treated and pumped into the recycled water distribution system.

In 2007, prior to commissioning the SBLS, the design engineer, CDM Smith, developed a memorandum estimating the initial capital cost for an optional emergency gravity sewer overflow and automated upstream sewer diversion to be \$13,000,000 and \$2,800,000, respectively. Although neither option was pursued, IEUA ensured that equipment redundancy was well planned and a critical preventative maintenance program was implemented.

The SBLS is well maintained and has operational redundancy and backup power; however, there is still the potential of failure in which the lift station would stop operating. A failure could result in a

sanitary sewer overflow, permit non-compliance, unpredictable fines, cleanup expenses, and possibly loss of public confidence. If a complete failure were to occur during peak flow, a sanitary sewer overflow would be expected within 30 to 45 minutes.

Ten years have passed since drafting the 2007 memorandum, and many of the assumptions within the memorandum from CDM have not come to fruition, including the estimated sewer flows due to growth within the City of Fontana. IEUA has recorded a decrease in raw sewage flows since the construction of the lift station. Due to the original assumptions not being realized and after several discussions, staff has determined that a reevaluation of the 2007 memorandum is warranted to determine if a gravity sewer bypass is feasible under updated flow projections. A gravity sewer overflow would provide the most reliability to the station and effective means of preventing a sanitary sewer overflow due to a complete failure of the SBLs.

CDM Smith has substantial institutional and historical knowledge of the San Bernardino Lift Station, Sewer Force Main, and tributary area fed from the City of Fontana's sanitary sewer pipeline network systems due to their design of the SBLs and continuing work with the City of Fontana. CDM Smith is currently performing technical analysis of sewer systems on behalf of the City of Fontana. Based on CDM Smith's substantial institutional and historical knowledge, on April 4, 2017, IEUA staff requested a proposal for consulting engineering services from CDM Smith.

On April 18, 2017, IEUA received the proposal, which was reviewed by Engineering and Construction Management. Based on the project team qualifications and experience, understanding of the project scope, ability to meet the project schedule, and intrinsic knowledge of the SBLs being the original design consultant, Engineering and Construction Management Department is recommending that IEUA procure single source services from CDM Smith to predesign services for the subject project.

The following table is the anticipated project cost:

Description	Estimated Cost
Design Services	\$ 2,221,520
Predesign Consultant Contract (this action)	\$ 224,360
Design Consultant (10%)*	\$ 1,331,440
IEUA Design Services (2.5%)*	\$ 332,860
Project Development (2.5%)*	\$ 332,860
Construction Services	\$ 2,074,446
Design Consultant Construction Services (8%)*	\$ 1,065,152
IEUA Construction Services (4.5%)*	\$ 639,148
Construction Services Contingency (10%)*	\$ 370,146
Construction	\$ 13,314,400
Construction*	\$ 12,104,000
Contingency (10%)*	\$ 1,210,400
Total Project Cost*	\$ 17,610,366
Total Project Budget	\$ 525,000

* To be determined based based on the results of the study. Additional funding will be requested as necessary if the project is deemed feasible.

The following is the project schedule:

Project Milestone	Date
Design	
Consultant Predesign Contract Award (this action)	July 2017
Predesign Completion	January 2018
Consultant Design Contract Award	August 2018
Detailed Design Completion	August 2019
Construction	
Construction Contract Award	December 2019
Construction Completion	December 2020

The San Bernardino Lift Station Project is consistent with the *IEUA's Business Goal of Wastewater Management* specifically the Water Quality objective that IEUA will ensure that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

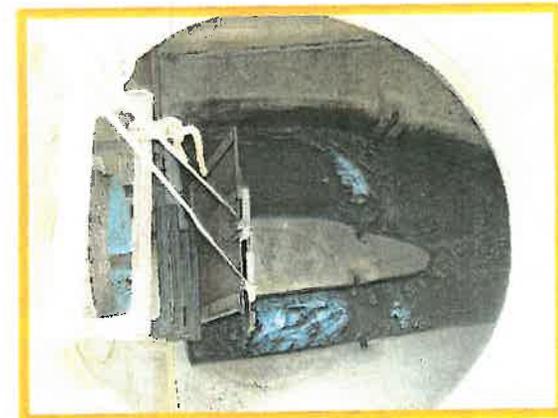
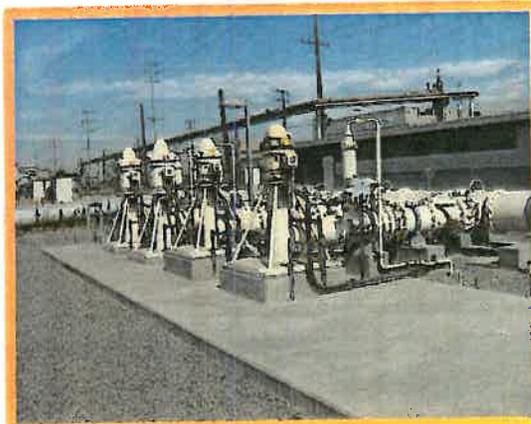
If approved, the consulting engineering services contract award for the San Bernardino Lift Station, Project No. EN17077, for the not-to-exceed amount of \$224,360 is within the total project budget of \$525,000 in the Regional Wastewater Capital (RC) Fund. The initial project budget was established to cover the cost of the reevaluation, and based on the results of the new study staff will request additional funding as necessary.

Attachment:
 Consultant contract

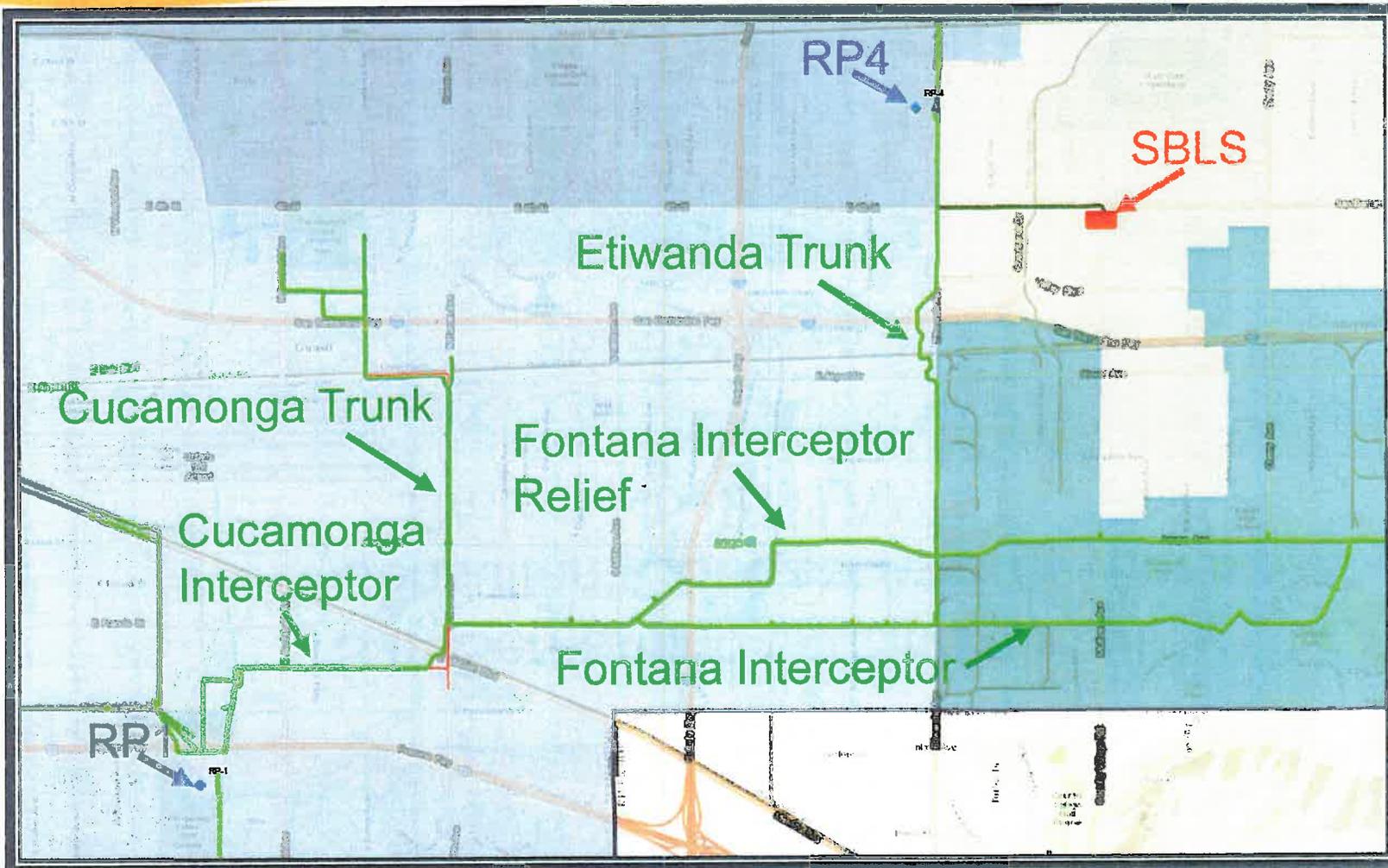
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San Bernardino Lift Station Consultant Contract Award Project No. EN17077

Board Meeting

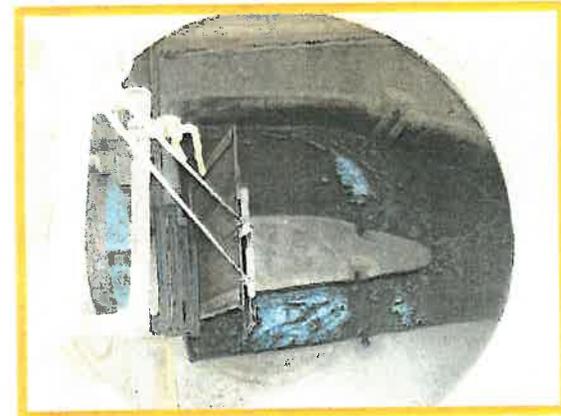


Fontana and Ontario Tributary Area Hydraulic Analysis

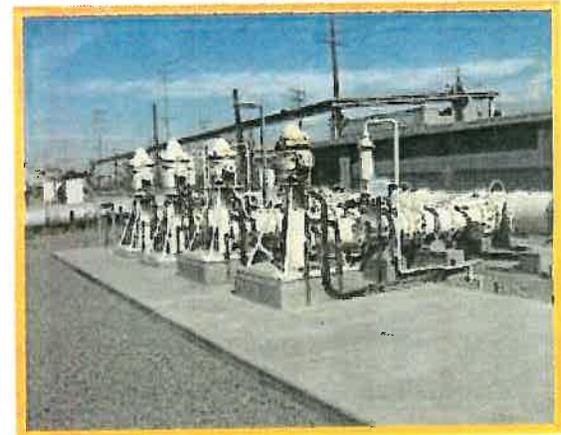


Project Background

- San Bernardino Lift Station
 - Constructed in 2007
 - Upstream manual flow diversion
 - No automated or passive diversion
- Complete station failure may result in sanitary sewer overflow
- Diversion desired to provide additional station reliability
 - Gravity sewer overflow
 - Upstream automated diversion gates



Manual Upstream Diversion Gate



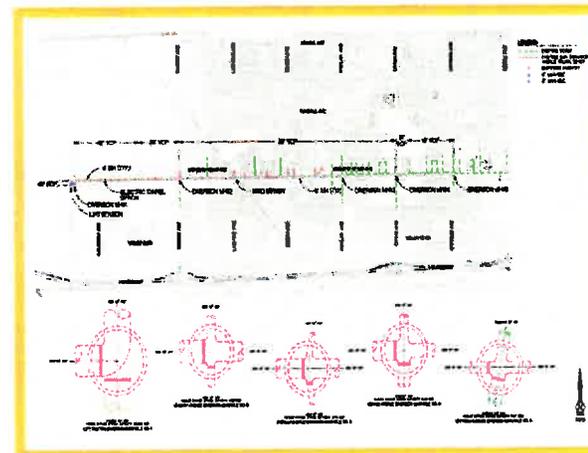
Lift Station Ancillary Equipment

Project Scope

- Evaluate the feasibility of diversion from SBLS
- Perform hydraulic analysis and modeling of Fontana and Ontario tributary area
- Develop technical memorandum
 - Cost Analysis and Assumptions
 - Operational strategies and capital improvements
 - Recommendations



SBLS Influent Wet Well



Existing Manual Diversion Manholes

Consultant Selection

- Evaluation and selection committee
 - Engineering and Construction Management Department
- Proposal received on April 18, 2017

Proposal Received

CDM Smith

- Justification for single source selection of CDM Smith, Inc.
 - Design engineering consultant for SBLS
 - Developed 2007 hydraulic analysis and diversion technical memorandum
 - Currently performing technical analysis on behalf of City of Fontana
 - Success in similar past projects
 - Comprehensive understanding of project scope and expectation

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$ 2,221,520
Consultant Predesign Contract (this action)	\$ 224,360
Design Consultant (10%)*	\$ 1,331,440
IEUA Design Services (2.5%)*	\$ 332,860
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Construction	\$ 13,314,400
Construction*	\$ 12,104,000
Contingency (10%)*	\$ 1,210,400
Total Project Cost:*	\$ 17,386,006
Total Project Budget:	\$ 525,000

Project Milestone	Date
Design	
Consultant Predesign Contract (this action)	July 2017
Predesign Completion	January 2018
Consultant Design Contract Award	August 2018
Detailed Design Completion	August 2019
Construction	
Construction Contract Award	December 2019
Construction Completion	December 2020

* To be determined based on the results of the study. Additional funding will be requested as necessary if the project is deemed feasible.

Recommendation

- Award a consulting engineering services contract for the San Bernardino Lift Station, Project No. EN17077, to CDM Smith, Inc., for the not-to-exceed amount of \$224,360; and
- Authorize the General Manager to execute the contract subject to non-substantive changes.

The San Bernardino Lift Station Project is consistent with the **IEUA's Business Goal of Wastewater Management** specifically the Water Quality objective that IEUA will ensure that systems are planned, constructed, and managed to protect public health, the environment, and meet anticipated regulatory requirements.



CONTRACT NUMBER: 4600002358
FOR
SAN BERNARDINO LIFT STATION
HYDRAULIC MODELING AND ANALYSIS SERVICES
PROJECT NO. EN17077

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2017, by and between the Inland Empire Utilities Agency (herein interchangeably referenced as "IEUA" and "Agency"), a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency"), and CDM Smith, Inc. of Rancho Cucamonga, California and Boston Massachusetts (hereinafter referred to as "Consultant") for professional design consulting services ("Work") for professional design engineering services in support of Project EN17077.00.

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

1. **PROJECT MANAGER ASSIGNMENT:** All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are listed below.

Project Manager: John Scherck, Senior Project Manager
Inland Empire Utilities Agency, a Municipal Water District
Address: 6075 Kimball Avenue, Bldg. "B"
Chino, California 91708
Telephone: (909) 993-1547
Facsimile: (909) 993-1982
Email:

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

Consultant: Luis Roberto León, PE, BCEE, Sr. Project Manager
Address: 9220 Cleveland Avenue, Suite 100 Rancho Cucamonga,
CA 91730
Telephone: (909) 579-3500
Facsimile: (909) 980-5185
Email: leonlr@cdmsmith.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or Addenda referenced, then the governing order of precedence shall be as follows:
- A. Amendments to Contract Number 4600002358.
 - B. Contract Number 4600002358 General Terms and Conditions.
 - C. Consultant's Proposal, dated May 4, 2017 (**Exhibit A**).
 - D. Agency's Request for Proposal ("RFP") dated April 4, 2017, incorporated by reference.

4. SCOPE OF WORK AND SERVICES: Consultant services shall be in accordance with Consultant's proposal, attached hereto, referenced herein, and made apart hereof as **Exhibit A**.

NOTE: Consultant shall advise Agency in writing within two (2) weeks of any changes to the written Scope of Work/Schedule based upon discussions from any meetings. Any changes must be made in writing by an Amendment to the Contract. Work initiated without written approval shall be at Consultant's own risk, and shall not be reimbursed by the Agency.

5. TERM: The term of this Contract shall extend from the date of the Notice to Proceed and terminate on June 30, 2018, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. COMPENSATION: Agency shall pay Consultant's properly executed invoice approved by the Project Manager within thirty (30) days following receipt of the invoice.

Consultant's invoice must be submitted according to milestones achieved by Consultant and accepted by the Agency's Project Manager, and shall include a breakdown by items completed, all associated labor provided, labor hours supplied and associated hourly rates, dates worked, the current monthly amount due, and the cumulative amount invoiced to-date against this Contract, using the Agency's standard Excel-based invoicing template **Exhibit B**. Invoice shall not be submitted in advance and shall not be dated earlier than the actual date of submittal. A copy of subject Excel invoicing template shall be furnished by the Agency's Project Manager.

All invoicing shall be transmitted electronically to IEUA's Accounts Payable at apgroup@ieua.org. Should Consultant engage in any public works activity in excess of \$1,000.00 in billing, Consultant shall provide with all public works invoicing certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements as stipulated in SB-854 [<http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>].

Agency may at any time make changes to the Work including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by

an Amendment to the Contract. The NOT-TO-EXCEED Amount, and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth in the Amendment.

In compensation for the work represented by this Contract, Agency shall pay Consultant in accordance with Consultant's fee schedule, which is attached hereto and made a part hereof as on Page 8 of **Exhibit A**, up to a **NOT-TO-EXCEED MAXIMUM of \$224,360.00** for all services provided. Payment shall be made only after review and acceptance of the work by the Agency's Project Manager and management staff.

7. CONTROL OF THE WORK: Consultant shall perform the Work in compliance with the work schedule. If performance of the Work falls behind schedule, the Consultant shall accelerate the performance of the Work to comply with the work schedule as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised work schedule.

8. FITNESS FOR DUTY:

A. Fitness: Consultant and its Subcontractor personnel on the Jobsite:

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

B. California Department of Industrial Relations: For all public works performed in excess of \$1,000.00, SB854 is applicable:

Effective January 1, 2015: The call for bids and contract documents must include the following information:

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. As such, a PWC-100 shall be generated under the direction of the IEUA Project Manager or their designee.

C. Compliance: Consultant shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

9. INSURANCE: During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

1. General Liability and Automobile Liability Coverage

- a. **Additional Insured Status**: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- b. **Primary Coverage**: The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer hereby grants to Agency a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Agency by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in

coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

- D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Consultant shall furnish the Agency with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency, a Municipal Water District
Attn: Angela Witte, Risk Specialist
P.O. Box 9020
Chino Hills, California 91709

10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: Consistent with the standard of skill and care set forth in 10.A, Professional Responsibility, the Consultant shall keep itself fully informed of all relevant existing state and federal laws and all relevant county and city ordinances and regulations which pertain to structural engineering services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing laws, ordinances, regulations, orders and decrees, including prevailing wage and shall to the extent of Consultant's negligence, indemnify, but not defend, as required herein, the Agency, its officers, employees against any liability for damages to the extent caused by the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.

D. Confined Space Work: Should Consultant require access to areas identified as confined space, the following requirements are applicable:

I. Precautions and Programs:

a. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work or the activities of subcontractors, suppliers, and others at the work site.

b. The Contractors and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act," as set forth in Title 29 C.F.R. If the Agency is notified of an alleged violation of the Occupational Safety and Health Standards referred to in this Section and it is established that there is a violation, the Contractor shall be subject to liquidated damages as provided in the Contract.

c. The Contractor and all subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the United States Secretary of Labor under the "Occupational Safety and Health Act of 1970," as set forth in Title 29, C.F.R. Where an individual State act on occupational safety and health standards has been approved by federal authority, then the provisions of said state act shall control.

d. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary supervision, control, and direction to prevent damage, injury, or loss to:

1) All employees on the work or work site and other persons and organizations who may be affected thereby;

2) All the work and materials and equipment to be incorporated therein, whether in storage or on or off the work site; and

3) All other property at the site.

e. Contract work requiring confined space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 - 5158. This regulation requires the following to be submitted to IEUA for approval prior to the start of the project:

1) *Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157.* This regulation also requires the following to be submitted to IEUA for approval prior to the entry of a confined space:

2) *A written plan that includes identification of confined spaces within the construction site, alternate procedures where appropriate, contractor provisions, specific procedures for permit-required and non-permit required spaces, and a rescue plan.*

f. The Contractor must also submit a copy of their Safety Program or IIPP prior to the start of the project for approval by the Safety & Risk Department.

- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. Grant/Loan Funded Projects: This is not a grant-funded project. For Federal/State grant/loan-funded projects, the Consultant would be responsible to comply with all grant requirements related to the Project. These may include, but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Disadvantaged Business Enterprise (DBE) Requirements, Competitive Solicitation, Record Retention and Public Access to Records, and Labor Compliance and Compliance Review.
- F. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- G. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction will be thoroughly investigated by the Agency.
- H. Non-Conforming Work: Consistent with the standard of skill and care set forth in Section 10.A, Professional Responsibility, Consultant represents that the Work and Documentation shall be adequate to serve the purposes described in the Contract. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable, and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for Consultant's position. Any dispute that cannot be resolved between the Project Manager and the Consultant shall be resolved in accordance with the Dispute Section of this Contract.
- I. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et seq., or their successor.
2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration,

including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

4. Joinder in Mediation/Arbitration: The Agency may join the Consultant in mediation or arbitration commenced by a Consultant on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.
11. INDEMNIFICATION: Consultant shall indemnify the Agency, its directors, employees and assigns, and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.
12. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

Said materials and documents shall not be changed or used for purposes other than those set forth in the Contract without the prior written approval of Consultant. If Agency reuses the materials and documents without Consultant's prior written consent, changes or uses the materials and documents other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Consultant shall not be liable for any claims and/or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.
13. TITLE AND RISK OF LOSS:
 - A. Documentation: Title to the Documentation shall pass, subject to payment therefore, to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others

without the prior written authorization of Agency or for the performance of Work related to the project.

- B. Material: Title to all Material, field or research equipment, subject to payment therefore, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. Disposition: Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:
 - 1. Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
 - 2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
 - 3. If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.
 - 4. Notwithstanding anything to the contrary herein, Consultant's Work and Documentation shall not be changed or used for purposes other than those set forth in the Contract, without the prior written approval of the Consultant. If the Agency reuses the Work or Documentation without Consultant's prior written

consent, changes or uses the Work or Documentation other than as intended hereunder, Agency shall do so at its sole risk and discretion, and Consultant shall not be liable for any claims and or damages resulting from use or connected with the release of or any third party's use of the reused materials or documents.

B. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Consultant of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Consultant in complying with this Contract.

15. INFRINGEMENT: Consultant represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

Consultant shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses to the extent of Consultant's negligence for any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Consultant shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its best efforts to procure for Agency the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by Agency so as to obviate any such claim of infringement, or to put up a satisfactory bond to permit Agency's continued use of the Work and Documentation.

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

Agency: Warren T. Green
Manager of Contracts
Inland Empire Utilities Agency, a Municipal Water District
6075 Kimball Avenue, Building "A"
Chino, California 91708

Consultant: David D. Jensen, P.E., BCEE, LEED® AP
Vice President
CDM Smith, Inc.
9220 Cleveland Avenue, Suite 100
Rancho Cucamonga, CA 91730

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
18. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to Consultant.
- In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.
19. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Consultants' records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
21. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
22. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
23. CHANGES: The Agency may, at any time, make changes to this Contract's Scope of Work, including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via a written amendment to this Contract. The Contract Price

and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth with the Contract Amendment.

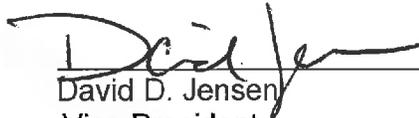
- 24. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
- 25. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has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

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

INLAND EMPIRE UTILITIES AGENCY,
A MUNICIPAL WATER DISTRICT:

CDM SMITH, INC.:

P. Joseph Grindstaff (Date)
General Manager



David D. Jensen (Date)
Vice President 6/22/17

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Exhibit A



9220 Cleveland Avenue, Suite 100
Rancho Cucamonga, CA 91730
tel: 909.579-3500

May 4, 2017

Mr. John Scherck
Senior Project Manager
INLAND EMPIRE UTILITIES AGENCY
6075 Kimball Avenue
Chino, California 91710

Subject: Proposal for Engineering Services for San Bernardino Avenue Pump Station and Force Main System Analysis

Dear Mr. Scherck:

CDM Smith is pleased to submit this letter proposal to provide engineering services for the San Bernardino Avenue Pump Station and Force Main System Analysis project. We understand that this work will be performed under a project contract agreement. This letter proposal includes our project understanding and approach, a detailed scope of work, a level of effort and fee proposal, project team, and schedule.

Project Understanding and Approach

CDM Smith acquired extensive knowledge during the past twelve years of the Inland Empire Utilities Agency (IEUA) and City of Fontana wastewater collection systems from working on the designs of the Valley Boulevard Trunk Sewer, San Bernardino Avenue Trunk Sewer, and San Bernardino Avenue Lift Station and Forcemain. In addition, CDM Smith developed the City of Fontana's Feasibility Study to Serve Recycled Water in 2006 and the Sanitary Sewer System Master Plan in 2013, which included an extensive update of the hydraulic model for the sewer system.

The San Bernardino lift station, forcemain, and trunk sewer were placed online in 2007 to provide additional flow to IEUA's RP-4 regional treatment facility. The purpose of the update to the San Bernardino Avenue Pump Station and Force Main System Analysis project is to provide IEUA with recommendations for the most practical means to design and construct an emergency diversion/bypass pipeline for the lift station. The 2007 San Bernardino Avenue Lift Station and Force Main System Analysis Technical Memorandum shall serve as the primary reference document along with the IEUA's InfoSewer Model, City of Fontana Flow Data from December of 2016, and the current City of Fontana Sewer Model developed by CDM Smith.





Mr. John Scherck
May 4, 2017
Page 2

Scope of Work

This section of the proposal describes the scope of services that will be required to accomplish the project.

PROJECT MANAGEMENT

Kickoff Meeting

CDM Smith will facilitate a kickoff meeting with IEUA staff at the start of the project. The meeting is intended to achieve consensus on three items: (1) the mission of the project, (2) project goals necessary for IEUA to fulfill the mission, and (3) processes, activities, and tasks to be carried out to reach the goals. CDM Smith will provide meeting agendas, prepare meeting handouts, and will take notes to prepare final meeting minutes and action logs.

Project Schedule

Following the kickoff meeting, CDM Smith will prepare a detailed project schedule and submit to IEUA. The schedule will show tasks, subtasks, and activity durations. The schedule will also note agreed-upon review times and will define the key interactions among tasks and subtasks. It is anticipated that the project will be completed within six (6) months from initial contract date.

Project Cost Reporting

CDM Smith will prepare monthly invoices for work completed on the project. Invoices and any accompanying cost status report shall be in a format acceptable to IEUA.

Quality Management

Prior to the submittal of Draft and Final Technical Memorandum deliverables, CDM Smith senior technical specialists will conduct quality reviews of the submittals in accordance with our established quality management system.

List of Deliverables

The following items will be provided by CDM Smith as part of this task:

- Preparation and facilitation of kick-off meeting
- Preparation of meeting minutes and action logs
- Detailed project schedule
- Monthly updates describing current project status and cost reporting



Mr. John Scherck
May 4, 2017
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DATA GATHERING, ASSESSMENT AND ALTERNATIVE ANALYSIS

Data Gathering

CDM Smith will meet with IEUA personnel to identify all sources of information that are currently available. Our initial assessment of data needs includes the most updated version of the documents listed below. Additional data needs will be identified based on our discussions with IEUA.

- Recycled Water Demand Used from RP-4
- Latest IEUA Wastewater Master Plan
- Northern Service Area Need Analysis Study
- IEUA Recycled Water Master Plan
- IEUA Sewer Flow Model – electronic data
- City of Fontana Sewer Master Plan and Hydraulic Model (2013)

Data Assessment

CDM Smith will use the information collected and reviewed to perform an assessment of the completeness and applicability of the available data as compared to project objectives. CDM Smith will present initial findings of this information to IEUA staff and recommendations for future action items as part of the Technical Memorandum deliverable (Task 3) and will receive IEUA staff input.

Alternative Analysis

CDM Smith will use the information collected and reviewed to provide an analysis of how the current system operates in both dry and wet weather conditions and account for future flows from Fontana to determine how an overflow condition would affect the San Bernardino Lift Station and to analyze the impacts to other lines conducting flow to RP-1.

CDM Smith will develop alternatives for collection system operations, operation of the lift station, and/or capital improvements for system optimization. Alternative analysis will include a description of each alternative, a comparison of alternatives, and recommendation for the most desirable project. For each alternative, we will include the following:

- A description of the recommended project. The description will include pipe types and sizes; appurtenances; flow control, metering; design flow rates; operating pressures.
- Design Criteria recommended for the design of the project.

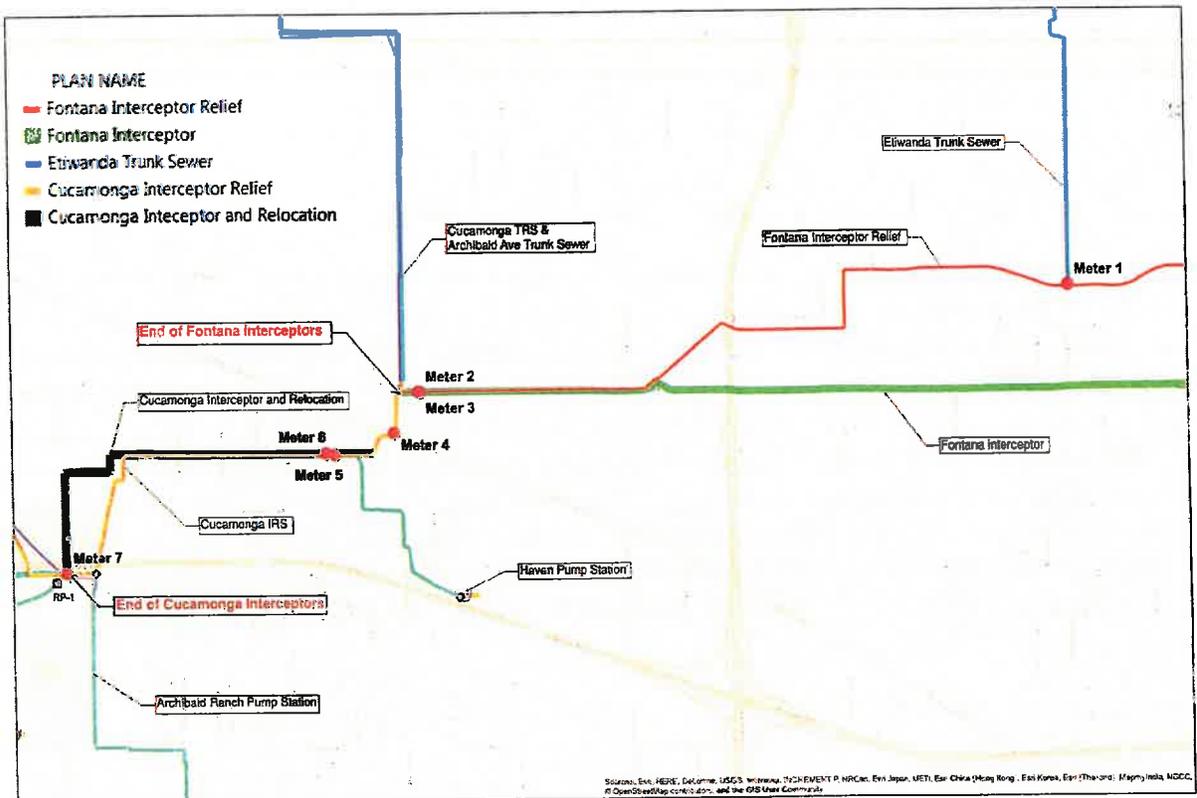


Mr. John Scherck
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- A set of calculations used in the alternative analysis and the preliminary sizing of the selected alternative.
- Selection of the pipe type will be based on the recommendation from alternative analysis which takes into consideration: capital cost, operating and maintenance costs, and track record of the pipe type for the project.
- An opinion of probable construction cost with appropriate contingencies.

FLOW MONITORING

CDM Smith has received the latest flow data from the City of Fontana for flow monitoring efforts conducted in December 2016. These records include flow monitoring at locations for IEUA's Fontana Interceptor and Fontana Relief Sewers. IEUA would like to know the impact to other interceptors that receive flow from the Fontana interceptors and convey flows to RP-1. In order to do this, we believe that additional updated flow monitoring is needed and we proposed that flow monitors are installed at seven (7) locations shown in the flowing figure.





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Potential proposed locations are:

- Meter 1 Flow from Etiwanda Interceptor to Fontana Interceptor Relief
- Meter 2 At the end of Fontana Interceptor Relief Sewer
- Meter 3 At the end of Fontana Interceptor
- Meter 4 Beginning of Cucamonga Interceptor Relief Sewer
- Meter 5 Haven Pump Station to Cucamonga Interceptor Relief Sewer
- Meter 6 Beginning of Cucamonga Interceptor and Relocation
- Meter 7 End of the studied interceptor, and flow from Archibald Ranch Pump Station

We have selected ADS Environmental Services as our subconsultant to perform the flow monitoring. We will work with IEUA and ADS staff to finalize the location of these meters. Once the installation sites are finalized, ADS field crew(s) will perform site investigations. ADS will utilize a non-standard 3-person field crew for fieldwork to comply with Federal standards for confined-space entry and the safety of our crews in these expected large pipes. The proposed flow monitoring locations will be located, inspected, and verified for hydraulic suitability. ADS will also check for debris in the manhole that could impact data quality and coordinate any required cleaning efforts with IEUA. ADS field crews will look for evidence and signs of erratic flow patterns and will also investigate adjacent manholes in order to identify the best monitoring locations.

ADS will utilize Wireless ADS® Model Triton+™ flow monitors during the course of this project. A typical monitor installation will include an ultrasonic depth sensor that will be mounted at the invert of the pipe, a redundant pressure depth sensor; and a Doppler velocity sensor also mounted at or near the invert. Once installed, the monitor will be activated and set to take readings at 15-minute intervals. ADS Field crews will take manual depth readings with a ruler and velocity readings with a portable, instantaneous velocity meter in order to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location. Once the monitors are installed and verified to be in working order, ADS will monitor the flows for a period of one (1) calendar week ("monitoring period"). This initial monitoring period can be extended based on mutual consent and written agreement of additional work and price for such additional work.





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TECHNICAL MEMORANDUM

Draft Technical Memorandum

CDM Smith will use the data and information collected, analyzed, and developed under Task 2 to prepare a brief draft technical memorandum. It is expected that the draft technical memorandum will contain the following sections and information:

- Executive Summary – a brief model executive summary;
- Historical Data – a listing and presentation of the available historical data, collected and compiled by CDM Smith;
- Existing Physical Wastewater System – a description and set of graphics identifying critical wastewater collection system components (conveyances and lift station);
- Alternatives Analysis Approach and Assumptions – a description of the analysis used by CDM Smith to evaluate system capacity, alternatives for bypass of the lift station and a detail of the assumptions and calculation methodologies;
- Cost Analysis Approach and Assumption – a description of the analysis used by CDM Smith to evaluate the capital and life cycle costs for the proposed operational strategies and/or capital improvements and a detail of the assumptions and calculation methodologies;
- Operational Strategies and Capital Improvements – a description of potential collection system operational strategies and/or capital improvements to optimize collection system operations and the bypass of the San Bernardino Avenue Lift Station;
- Recommendations – Based on the results of the analysis, CDM Smith will prepare a list of recommendations that may include recommendations for bypass of the lift station, engineering design, and/or constructed improvements; and recommendations for improvements to other sewers conveying Fontana flows to RP-1.

Final Technical Memorandum

IEUA staff will review the Draft Technical Memorandum and provide consolidated comments to CDM Smith within two (2) weeks of submittal. CDM Smith will finalize within two (2) weeks of receiving consolidated comments from IEUA and meeting with IEUA to review their comments for the Draft Technical Memorandum.

List of Deliverables

The following items will be provided by CDM Smith as part of this task:



Mr. John Scherck

May 4, 2017

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- Draft Technical Memorandum (in adobe acrobat PDF format) distributed by e-mail to a routing list provided by the IEUA
- Preparation and facilitation of meeting to review IEUA comments for the Draft Technical Memorandum
- Final Technical Memorandum (five (5) hardcopies)

Responsibilities of IEUA

This proposal assumes that little to no traffic control will be needed to place the flow monitors. IEUA will perform the following functions in connection with the flow monitoring efforts:

- Access to the site of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required. This includes, but is not limited to exposing manholes and clearing easements.
- Pay all local licenses and permits fees, if required.
- Assist in obtaining and complying with any special permits.
- If sewer line is dirty and fill of debris, ensure that selected sites have been jet cleaned to minimize hydraulic deficiencies or select an alternate location.
- Any known information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits.
- Provide ADS best estimate of min flow depth / velocity at each location.
- Provide traffic control support if enhanced traffic controls are needed.

Other IEUA responsibilities during the execution of the project are:

1. IEUA shall make available to CDM Smith, electronic files of the existing hydraulic model, documents, studies, plans and specifications which are in the Agency's possession and will be useful for the tasks described in the Scope of Work.
2. IEUA staff shall be available to meet and discuss project issues. At a minimum, IEUA staff will be available to attend the project kickoff meeting and a meeting to review the IEUA staff comments regarding the Draft Technical Memorandum.
3. IEUA personnel shall have two weeks to review and provide comments for the Draft Technical Memorandum.





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Work Effort

CDM proposes to perform this work on a time and material basis. An estimate of hours and engineering services costs is provided in Table 1. The estimate of project hours is based on: (1) familiarity with project requirements; (2) experience of our team with several similar projects; and (3) conversations with IEUA. The items provided below summarize the hours and costs required to perform the scope of work defined above. Project will be invoiced on a monthly basis. The table below shows the estimated work effort to complete this project.

Tasks	Vice President	Associate/ Sr. Project Manager	Engineer Grade 5/4	Contract Administrator	Administrative/ Word Processing	Totals
	Rate	Rate	Rate	Rate	Rate	Hours
	Hours	Hours	Hours	Hours	Hours	
Task 1 - Data Coll., Analysis & Recomm	8	124	744	0	24	900
Project Kickoff	1	4	4			9
Data Collection		8	80			88
Data Analysis		16	120			136
Flow monitoring (7 meters for one week)		8	32			40
Update of models, hydraulic analyses and Alternatives Analysis	2	48	380			430
Draft Technical Memorandum	3	24	80		16	123
Final Technical Memorandum and Recommendations	2	16	48		8	74
Task 5 - Project Management, Contract Admin. and QA/QC	12	72	40	16	8	148
Project Management		24				24
Contract Administration & Invoicing		8		16		24
Meetings/calls for coordination and review with IEUA		24	40		8	72
QA/QC	12	16				28
Total	20	196	784	16	32	1,048

Fee Schedule

The table below provides a fully itemized proposed fee to perform all scope items listed above broken down by phase and task.

Tasks	Vice President		Associate/ Sr. Project Manager		Engineer Grade 5/4		Contract Administrator		Administrative/ Word Processing		Ops & ODCs	Totals	
	Rate	\$280	Rate	\$270	Rate	\$165	Rate	\$120	Rate	\$105		Hours	Costs
	Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total			
Task 1 - Data Coll., Analysis & Recomm	8	\$ 2,240	124	\$ 33,480	744	\$ 122,760	0	\$ -	24	\$ 2,520	\$ 28,875	900	\$ 189,875
Project Kickoff	1	\$ 280	4	\$ 1,080	4	\$ 660		\$ -		\$ -	\$ 125	9	\$ 2,145
Data Collection		\$ -	8	\$ 2,160	80	\$ 13,200		\$ -		\$ -	\$ 125	88	\$ 15,485
Data Analysis		\$ -	16	\$ 4,320	120	\$ 19,800		\$ -		\$ -	\$ 125	136	\$ 24,245
Flow monitoring (7 meters for one week)		\$ -	8	\$ 2,160	32	\$ 5,280		\$ -		\$ -	\$ 26,500	40	\$ 33,940
Update of models, hydraulic analyses and Alternatives Analysis	2	\$ 560	48	\$ 12,960	380	\$ 62,700		\$ -		\$ -	\$ 900	430	\$ 77,120
Draft Technical Memorandum	3	\$ 840	24	\$ 6,480	80	\$ 13,200		\$ -	16	\$ 1,680	\$ 700	123	\$ 22,900
Final Technical Memorandum and Recommendations	2	\$ 560	16	\$ 4,320	48	\$ 7,920		\$ -	8	\$ 840	\$ 400	74	\$ 14,040
Task 5 - Project Management, Contract Admin. and QA/QC	12	\$ 3,360	72	\$ 19,440	40	\$ 6,600	16	\$ 1,920	8	\$ 840	\$ 2,325	148	\$ 34,485
Project Management		\$ -	24	\$ 6,480		\$ -		\$ -		\$ -	\$ 800	24	\$ 7,280
Contract Administration & Invoicing		\$ -	8	\$ 2,160		\$ -	16	\$ 1,920		\$ -	\$ 325	24	\$ 4,405
Meetings/calls for coordination and review with IEUA		\$ -	24	\$ 6,480	40	\$ 6,600		\$ -	8	\$ 840	\$ 400	72	\$ 14,320
QA/QC	12	\$ 3,360	16	\$ 4,320		\$ -		\$ -		\$ -	\$ 800	28	\$ 8,480
Total	20	\$ 5,600	196	\$ 52,920	784	\$ 155,760	16	\$ 1,920	32	\$ 3,360	\$ 31,200	1,048	\$ 224,360

Project Team

CDM Smith is committed to working closely with the IEUA to achieve success on every task item. We are proposing an experienced project team with key project staff located in our Rancho Cucamonga Office. Resumes of project staff are available upon request.



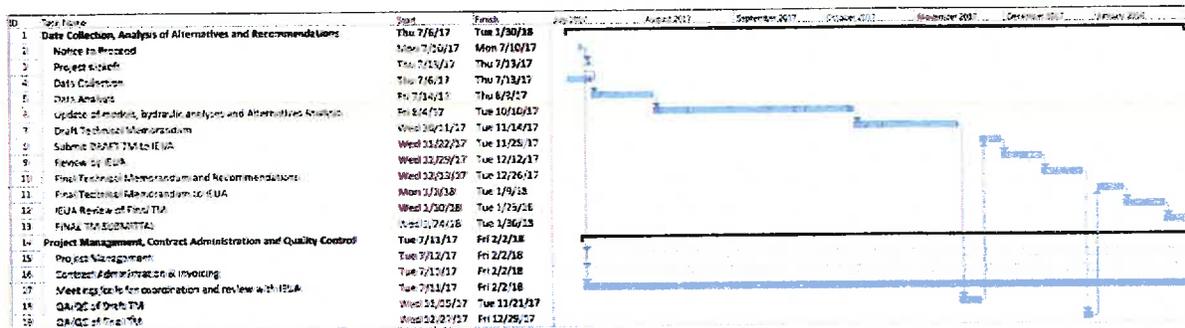


Mr. John Scherck
 May 4, 2017
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- Principal-in-Charge – David Jensen, P.E.
- Project Manager – Luis León, P.E.
- Project Engineer – Sandy Anderson, P.E.
- Flow Monitoring subconsultant – ADS Environmental
- QA/QC – Ted Burgess

Schedule

CDM would deliver the Draft Technical Memorandum by October 20, 2017, and will complete the Final Technical Memorandum by December 22, 2017. We have assumed a notice to proceed date of July 10, 2017. It is anticipated that all tasks would be completed within six (6) months from the initial contract date. An estimated schedule is shown below.



We thank you for inviting CDM Smith to submit a proposal for this project and again being of service to the IEUA. We look forward to your review of our proposal and responding to any questions that you may have.

Sincerely,

Vice President
 CDM Smith Inc.

Luis R. León, PE, BCEE
 Associate, Sr. Project Manager
 CDM Smith Inc.

cc: Shaun Stone, PE.
 Engineering Manager, IEUA



Exhibit B



**INLAND EMPIRE UTILITIES AGENCY
CONSULTING SERVICES INVOICE**

Company: ABC Company	Pay Est. No.:	Contract Date:	Invoice Date: #####
Address:	Contract No.: 46-xxxx	IEUA Project Manager: Jamal Zughbi	This Period: From: 9/1/2015 To: 9/30/2015
Phone No.:	Proj. Name & No: RP-1 Improvements Project, EN15xxx		Invoice No. / Consult Ref XXXXXX

ORIGINAL CONTRACT:

PO No.	SAP Line Item No.	WBS Element No.	Item Description	Original Contr. Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
45-xxxx	1	EN15xxx.00.F.DN50	50% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	2	EN15xxx.00.F.DN85	85% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	3	EN15xxx.00.F.DFLP	Final Design	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	4	EN15xxx.00.G.CNSW.00.	Constr Support Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
Subtotal Original Contract				\$0.00		\$0.00		\$0.00		\$0.00

CONTRACT AMENDMENTS:

PO No.	SAP Line Item No.	WBS Element No.	Amendment Description	Amended Contract Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
						\$0.00		\$0.00	0%	0%
						\$0.00		\$0.00	0%	0%
						\$0.00		\$0.00	0%	0%
Subtotal Contr. Amendm				\$0.00		\$0.00		\$0.00		\$0.00
Total Cont. with Amendr				\$0.00		\$0.00		\$0.00		\$0.00

PAYMENT SUMMARY FOR THIS PERIOD:

PRIOR PAYMENT SUMMARY:

	From: 9/1/2015	From:	
	To: 9/30/2015	To:	
Amount Earned Original Contract	\$0.00	Amount Earned Orig Contract	\$0.00
Amount Earned Amendments	\$0.00	Amount Earned Amendments	\$0.00
Back Charges	\$0.00	Back Charges	\$0.00
Amount Due This Period	\$0.00	Prior Payments	\$0.00

TOTAL PAYMENT SUMMARY:

CONTRACT SCHEDULE SUMMARY:

Total Contract	Contract Start Date: 10/9/2014
Total Original Contract	Contract Duration: 365
Total Contract Amendments	Contract Completion Date: 10/9/2015
Total Payments to Date	Authorized Time Extension: 0
Back Charges	Revised Completion Date: 10/9/2015
Payment this period	PROJECT COMPLETION SUMMARY:
Balance of Contract	Contract Time Expired: 102%
	Contract Work Complete: #DIV/0!

Consultant Approval:

Title: _____ Signature: _____ Date: _____

Inland Empire Utilities Agency Approvals:

Proj. Engineer: _____ Date: _____ Exec Mgr. / Assistant GM: _____ Date: _____
 Deputy Manager: _____ Date: _____ General Manager: _____ Date: _____
 Dept. Manager: _____ Date: _____

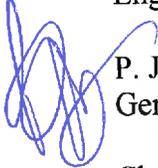
CONSENT
CALENDAR
ITEM

2K

Date: July 19, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (7/12/17)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch 
Executive Manager of Engineering/Assistant General Manager

Sylvie Lee 
Manager of Planning and Environmental Resources

Subject: Environmental Services Master Contract Amendment No. 2

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve contract amendment 4600001385-002 with Tom Dodson and Associates (TDA), for an on-call environmental services contract, for an additional amount of \$300,000; and
2. Authorize the General Manager, or in his absence, his designee to execute the contract amendment, subject to non-substantive changes.

BACKGROUND

On February 20, 2013, IEUA awarded an on-call environmental consulting service contract to TDA for a not-to-exceed amount of \$500,000, through a competitive solicitation process. Services requested through this solicitation were to support all capital and ongoing operations and maintenance programs for a period of five years, with the possibility for two, one-year extensions.

On February 17, 2015, the Agency approved an amendment to the on-call environmental service contract with TDA for \$200,000 with a not-to-exceed maximum total of \$700,000, primarily to support projects such as long term environmental permitting, Recharge Master Plan Update (RMPU) implementation, and South Archibald Plume.

At the end of the fourth quarter of FY 2016-17, the current Master Contract has an unspent balance of approximately \$30,000. Based on the Agency's current capital improvement projects, asset

management needs, and anticipated grant opportunities, staff is recommending an amendment to the TDA contract for an additional amount of \$300,000. The additional amount will amend the TDA contract not-to-exceed amount from \$700,000 to \$1,000,000. This is anticipated to meet the Agency's environmental consulting service needs from TDA for the remainder of the contract term through June 30, 2018.

TDA has delivered outstanding service to IEUA since 2000, providing various environmental permitting necessary for the capital improvements, Proposition 1 funding, grant applications, as well as field environment/habitat monitoring and reporting needed to comply with existing permit requirements.

Task Orders will be issued as specific projects or permitting needs require. All expenditures will be appropriately charged to the corresponding project.

The proposed TDA master contract amendment is consistent with the *Agency's Business Goal of Environmental Stewardship and Regulatory Compliance*, as approved by the Board of Directors in December 2016.

PRIOR BOARD ACTION

On February 17, 2015, the IEUA Board of Directors approved an amendment to the on-call environmental service contract with TDA for \$200,000, with a not-to-exceed maximum total of \$700,000.

On February 20, 2013, the IEUA Board of Directors approved an Environmental Services Consultant Contract with TDA for a not-to-exceed fee of \$500,000.

IMPACT ON BUDGET

The action has no immediate budget impact, as this is an amendment to the Master Contract for On-Call Services and the actual costs will be based on Task Orders developed for each task and charged to specific projects. The project budgets in the Agency's Adopted Budget include specific funding for environmental permitting.

Environmental Services Master Contract Amendment No. 2



Background

- Tom Dodson & Associates (TDA) has been providing environmental services to IEUA since 2000
- Master Contract – 2013 thru 2018
 - Master Contract - \$500,000
 - Amendment No. 1 in 2015 added \$200,000 → \$700,000 total

Proposed Contract Amendment No. 2

- Additional \$300,000, not to exceed \$1,000,000 total contract

Project Type	Estimated FY 17/18 Services
Conveyance	\$20,000
Facilities	\$60,000
Groundwater Recharge	\$145,000
Laboratory	\$25,000
Planning	\$50,000
TOTAL	\$300,000

Recommendation

- Approve the contract amendment 4600001385-002 with Tom Dodson and Associates (TDA), for an on-call environmental services contract, for an additional amount of \$300,000; and
- Authorize the General Manager, or in his absence, his designee to execute the contract amendment, subject to non-substantive changes.

The project meets IEUA's adopted ***Business Goals of Environmental Stewardship and Regulatory Compliance***, as approved by the Board of Directors in December 2016.



CONTRACT AMENDMENT NUMBER: 4600001385-002
FOR
ON-CALL ENVIRONMENTAL CONSULTING SERVICES

THIS AMENDMENT TWO is made and entered into this ____ day of _____, 2017, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Agency") and Tom Dodson and Associates, with offices located in San Bernardino, California (hereinafter referred to as "Consultant"), and shall revise the Contract as amended:

SECTION 3, TERM, IS HEREBY AMENDED TO READ AS FOLLOWS:

The term of this Contract shall extend from the date of the Notice to Proceed and terminate on June 30, 2019 unless agreed to by both parties, reduced to writing, and amended to this Contract.

SECTION 6, COMPENSATION AND CHANGES, IS HEREBY AMENDED TO ADD THE FOLLOWING:

The total **NOT-TO-EXCEED** amount of the Contract, inclusive of this Amendment No. 2, is **\$1,000,000**, a net increase of \$300,000, for all services provided throughout the term of this Contract. The Consultant shall not be paid for any amount exceeding the **NOT-TO-EXCEED** amount, nor for work completed beyond the termination date without an Amendment to the Contract.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

[Signature Page To Follow]

WITNESSETH, that the parties hereto have mutually covenanted and agreed as per the above amendment items, and in doing so have caused this document to become incorporated into the Contract documents.

INLAND EMPIRE UTILITIES AGENCY:
(A MUNICIPAL WATER DISTRICT)

TOM DODSON AND ASSOCIATES:

P. Joseph Grindstaff
General Manager

(Date)

Tom Dodson 6/29/17
Tom Dodson (Date)
President

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CONSENT
CALENDAR
ITEM

2L

Date: July 19, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (7/12/17)

From: P. Joseph Grindstaff
General Manager

Submitted by:  Chris Berch 
Executive Manager of Engineering/Assistant General Manager

 Sylvie Lee
Manager of Planning and Environmental Resources

Subject: IERCF Solar Photovoltaic and Energy Storage Agreement Amendment

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the amendment to the Energy Management Services Agreement between Inland Empire Utilities Agency and Advanced Microgrid Solutions, Inc. (AMS);
2. Authorize the General Manager to finalize and execute the agreement amendment subject to non-substantive changes; and
3. Authorize the General Manager to negotiate and execute the agreement between Inland Empire Regional Composting Authority (IERCA) and IEUA for the installation of a solar photovoltaic power plant, subject to engineering evaluation.

BACKGROUND

Inland Empire Regional Composting Facility (IERCF) and Inland Empire Utilities Agency (IEUA) Regional Water Recycling Plant No.4 (RP-4) share the same electricity utility meter. The IERCF/RP-4 electricity portfolio currently includes 1 Mega-Watt (MW) solar photovoltaic system Power Purchase Agreement (PPA), 1 MW wind turbine PPA, and electricity purchased from the grid.

Approximately 90% of the electricity usage at IERCF/RP-4 is purchased from the grid through Southern California Edison (SCE). More on-site renewable generation may be added to reduce the dependence from SCE, hedge against increasing energy costs, and promote environmental

IERCF Solar Photovoltaic and Energy Storage Agreement Amendment

July 19, 2017

Page 2 of 3

stewardship. However, a behind the meter energy storage system is required to prevent electricity export to the grid when on-site generation exceeds IERCF/RP-4 electrical load, and to provide the highest financial returns.

On October 14, 2015, IEUA entered into a 10-year agreement with Advanced Microgrid Solutions, Inc. (AMS) for the installation, operation, and maintenance of 3.65 Mega Watts (MW) of energy storage at several IEUA treatment plants at AMS's sole cost and expense. The battery will efficiently integrate renewable generation facilities, improve energy load management, and provide cost savings by shifting electricity use away from expensive peak hours. Pending IEUA Board approval, the agreement between IEUA and AMS would be amended to increase the energy storage capacity up to 4.0 MW and to include a 1.5 MW solar photovoltaic power plant. The energy storage and solar photovoltaic power plant will be owned, operated and maintained by AMS; in exchange, IERCA and IEUA will provide AMS monthly payments for the energy management services. Since the estimated savings is expected to be greater than the monthly payments for the proposed amendment, AMS provided a minimum net savings assurance to IERCA and IEUA combined of approximately \$178,000 per year for 20 years as shown in the table below.

Item	Existing Agreement	Proposed Amendment
Portfolio Size	3.65 MW (Battery) -	4.0 MW (Battery) 1.5 MW (Solar)
Guaranteed Energy Cost Savings	\$292,000/Yr	\$700,000/Yr
AMS Energy Management Fee	\$237,000/Yr	\$522,000/Yr
Net Guaranteed Savings	\$55,000/Yr	\$178,000/Yr

The installation of the 1.5 MW solar photovoltaic power project was approved by the IERCA Board on May 1, 2017. Subsequent to further engineering evaluation of the roof structure and IEUA Board approval, IEUA General Manager will then negotiate and execute the agreement between IERCA and IEUA to authorize AMS to install the 1.5 MW solar photovoltaic power plant, and to establish an approved energy management fee and cost savings allocation method between IERCA and IEUA.

IEUA's General Counsel and Financial Consultant, Public Financial Management, Inc., reviewed the proposed agreement and provided comments that were incorporated into the final agreement amendment language.

The project meets IEUA's adopted Business goals for *Wastewater Management* by optimizing renewable resources, containing future energy costs, and progressing toward peak power independence with the proposed Energy Management strategy.

PRIOR BOARD ACTION

On March 15, 2017, the Board of Directors approved the amendment to the Energy Storage Services Agreement between IEUA and AMS.

On October 14, 2015, the Board of Directors approved the Energy Storage Services Agreement between IEUA and AMS.

On August 19, 2015, the Board of Directors approved a revised MOU between IEUA and AMS for a Master Lease and Energy Services Agreement.

On February 18, 2015, the Board of Directors approved a Memorandum of Understanding (MOU) between IEUA and AMS for a Master Lease and Energy Services Agreement.

IMPACT ON BUDGET

If approved, IEUA and IERCA will realize a minimum savings of \$178,000 per year for 20 years from AMS for energy load management through the batteries and for the electricity generated by the solar photovoltaic power plant.

Attachment: Second Amendment to Energy Management Services Agreement

IERCF Solar Photovoltaic and Energy Storage Agreement Amendment

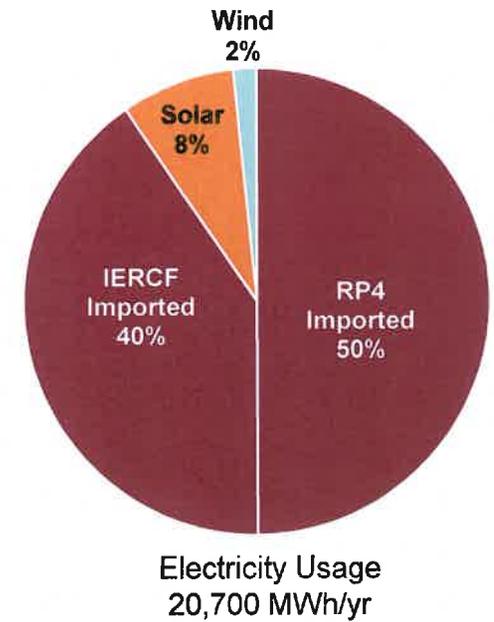
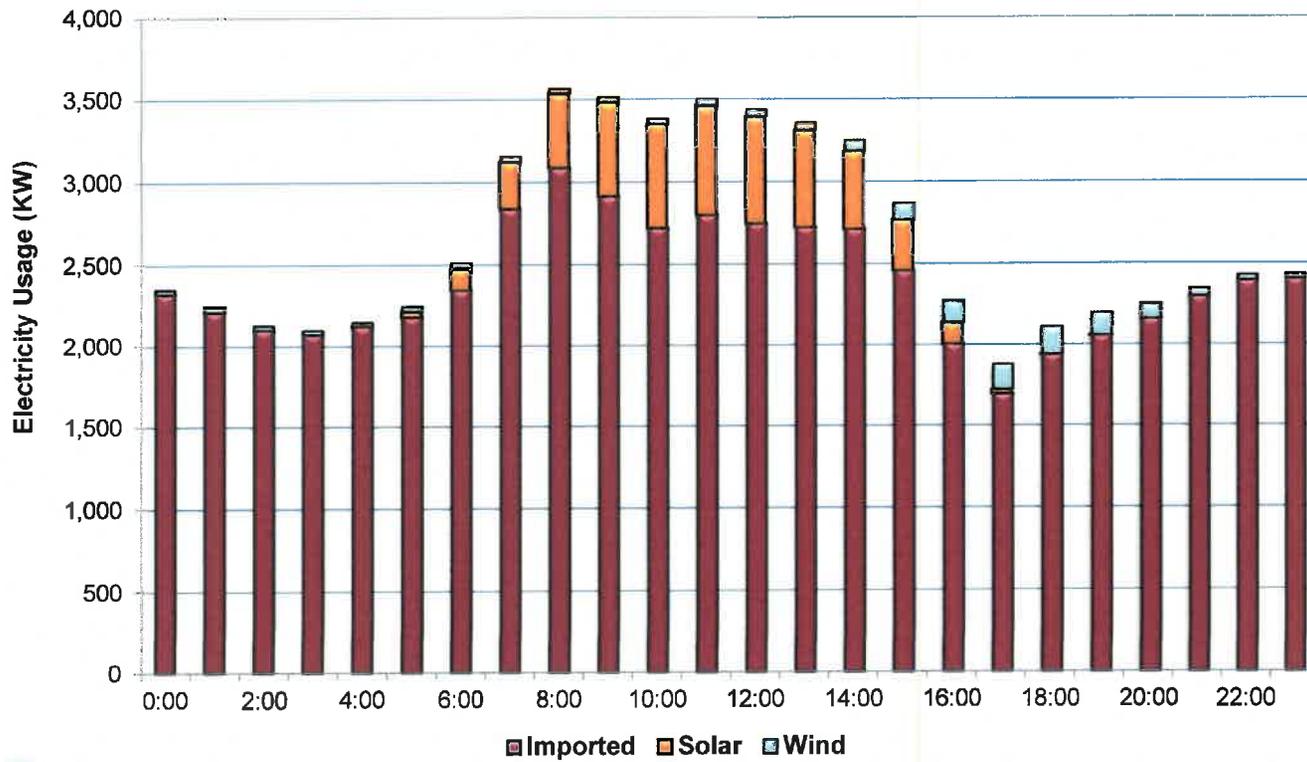


Pietro Cambiaso
July 2017

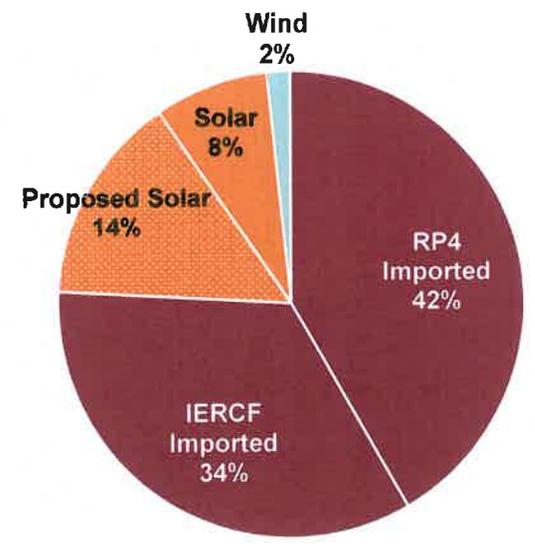
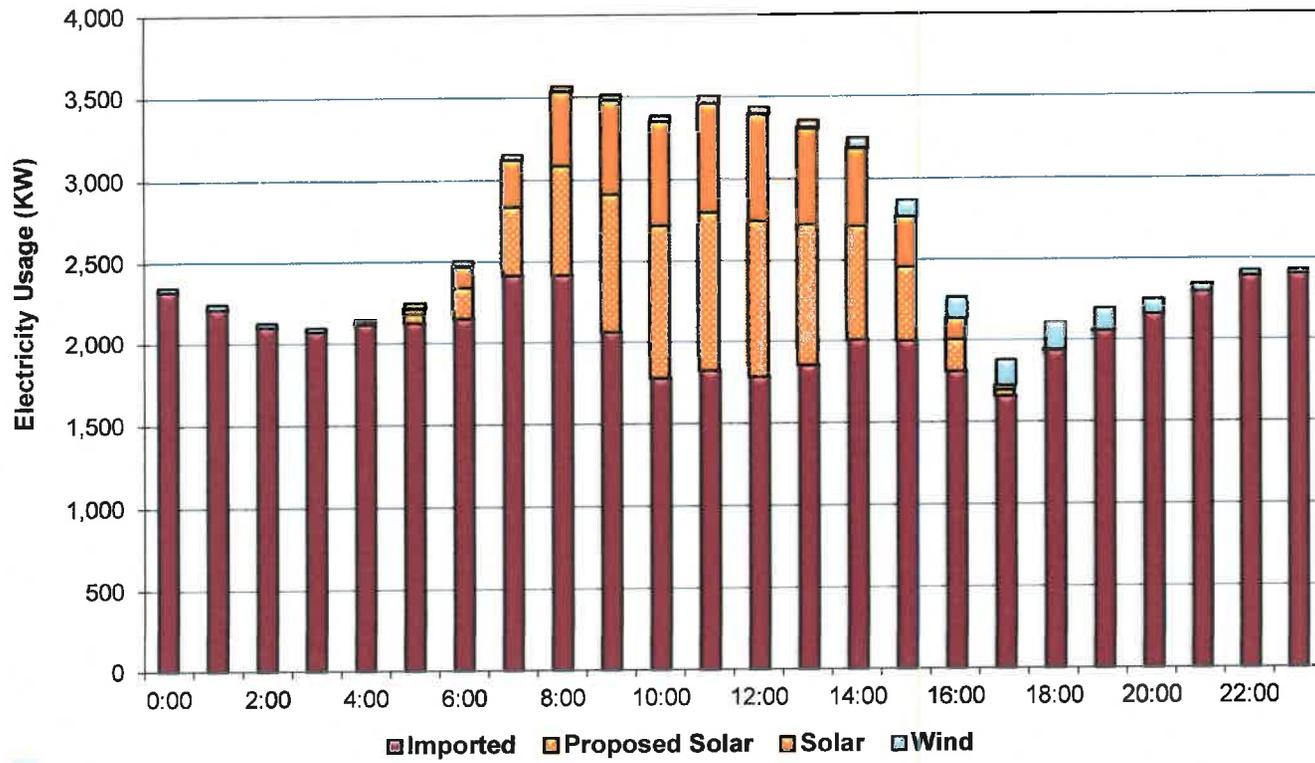
Background

- Grid electricity from a single meter for IERCF/RP-4
- Existing solar (Phase I) at IERCF
 - 1 MW Power Purchase Agreement (2008–2027)
- Existing wind turbine at RP-4
 - 1 MW Power Purchase Agreement (2012–2031)
- IEUA-Advanced Microgrid Solutions (AMS) agreement
 - 1.25 MW RP-4 energy storage (2016–2027)

Electricity Usage



Electricity Usage

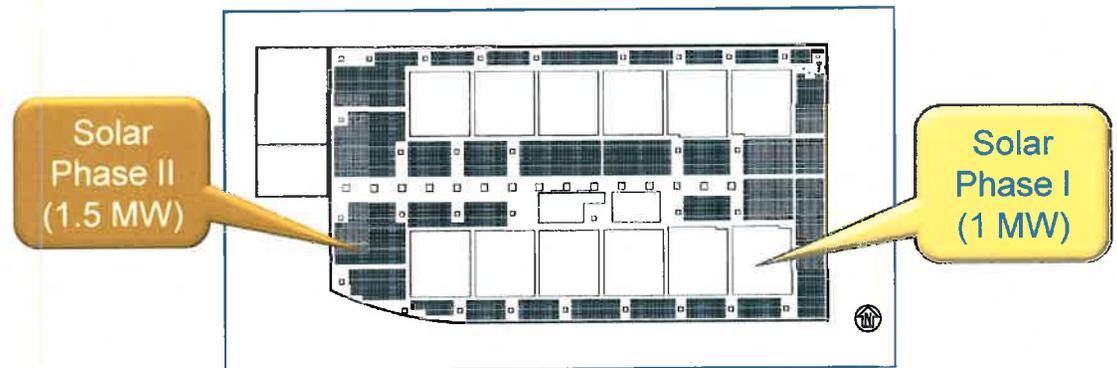


Electricity Usage
20,700 MWh/yr

Proposed Solar
3,000 MWh/yr

Proposed Solar Phase II

- Turnkey battery storage & solar PV system
 - No capital cost to IERCA/IEUA
 - 20-Year AMS-IEUA agreement
- Solar Phase II system size: 1.5 MW (3,000 MWh/Yr)
- Battery energy storage: 1.5 MW
- Construction completion: December 2017



IERCF Roof Top with Solar Phase 2

AMS Agreement Terms (Agency Wide)

Item	Existing Agreement	Proposed Amendment
IEUA Portfolio Size	3.65 MW Battery (RP-1 RP-4, RP-5, CCWRF)	4.0 MW Battery (RP-1 RP-4, RP-5, CCWRF) 1.5 MW Solar (IERCF)
Guaranteed Energy Cost Savings	\$292,000/Yr	\$700,000/Yr
AMS Energy Management Fee	\$237,000/Yr	\$522,000/Yr
Net Guaranteed Savings	\$55,000/Yr	\$178,000/Yr

Recommendation

- Approve the amendment to the Energy Management Services Agreement between Inland Empire Utilities Agency and Advanced Microgrid Solutions, Inc. (AMS);
- Authorize the General Manager to finalize and execute the agreement amendment subject to non-substantive changes; and
- Authorize the General Manager to negotiate and execute the agreement between IERCA and IEUA for the installation of a solar photovoltaic power plant, subject to engineering evaluation.

The project meets IEUA's adopted Business goals for Wastewater Management by optimizing renewable resources, containing future energy costs, and progressing toward peak power independence with the proposed Energy Management strategy.

SECOND AMENDMENT TO ENERGY MANAGEMENT SERVICES AGREEMENT

This SECOND AMENDMENT TO ENERGY MANAGEMENT SERVICES AGREEMENT (“Second Amendment”) is made as of this ____ day of _____, 2017 (“Effective Date”), by and between ADVANCED MICROGRID SOLUTIONS, INC., a Delaware corporation (“Provider”), and INLAND EMPIRE UTILITIES AGENCY, a municipal water district (“Host Customer”), with reference to the following facts:

RECITALS

A. Host Customer and Provider are parties to those certain Special Terms and Conditions of the Energy Management Services Agreement, dated October 14, 2015 (“Original Special Conditions”), which incorporate by reference those certain General Terms and Conditions of the Energy Management Services Agreement, dated October 14, 2015 (the “Original General Conditions” and together with the other schedules and exhibits attached thereto and to the Original Special Conditions, and as amended by that certain First Amendment to Energy Management Services Agreement (the “First Amendment”), dated March 23, 2017, the “Original Agreement,” and as amended by this Second Amendment, the “Agreement”). Capitalized terms used in this Second Amendment, and not otherwise defined herein, shall have the meanings ascribed to them in the Original Agreement.

B. Pursuant to Section 18.3 of the Original General Conditions, Host Customer and Provider agree to amend the Original Agreement pursuant and subject to the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Host Customer and Provider hereby amend the Original Agreement as follows:

1. Solar Photovoltaic Generating Systems.

1.1. Additional Energy Management Services. The Parties desire to include the generation of electricity from a solar photovoltaic generating facility as part of the Energy Management Services. Accordingly, Schedule 1 attached to the Original Special Conditions is hereby amended by adding the following as Section 9 thereto:

9. Generation of electricity from solar photovoltaic generating facilities (as contemplated and agreed to by the parties in Section 8 above) installed, operated, and/or located at any Project Site, which such generated electricity may be (a) utilized to charge, re-charge, operate, and monitor other components of the Energy Storage System, such as a battery or other technology system, (b) discharged to the Premises, and/or (c) exported to the Local Electric Utility grid.

1.2. Energy Storage System. The Parties desire to expressly include solar photovoltaic generating systems within the definition of Energy Storage System. Accordingly, Section 1.1 of the Original General Conditions is amended by adding the following sentence to the end of the defined term “Energy Storage System”:

For purposes of clarity, an Energy Storage System may include a solar photovoltaic generating facility, with the electricity generated therefrom being (a) utilized to charge, re-charge, operate, and monitor other components of the Energy Storage System, such as

a battery or other technology system, (b) discharged to the Premises, and/or (c) exported to the Local Electric Utility grid.

1.3. Governmental Approval. The Parties desire to include interconnection agreements and other permits that might be required for a solar photovoltaic generating system into the definition of Governmental Approvals. Accordingly, Section 1.1 of the Original General Conditions is hereby amended by deleting in its entirety the defined term “Governmental Approval” and replacing it with the following:

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority, including any such approval, consent, order or binding agreements with or involving a Governmental Authority under Environmental Laws, and any study, permit, license, authorization, right, or agreement issued, granted, or entered into by a Local Electric Utility, Control Area Operator, or other Person with respect to the interconnection of the Energy Storage System to the electric utility grid serving a Premises.

1.4. Governmental Authority. The Parties desire to include the California Public Utilities Commission and the California Independent System Operator in the definition of Governmental Authority. Accordingly, Section 1.1 of the Original General Conditions is hereby amended by deleting in its entirety the defined term “Governmental Authority” and replacing it with the following:

“Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government. Governmental Authority includes the Local Electric Utility, Control Area Operator, California Public Utilities Commission, and California Independent System Operator.

1.5. Conditions of the Agreement Prior to Installation. The Parties desire to add the following to the end of 2.3(iv) of the Original General Conditions:

or otherwise determines that it is not feasible to install an Energy Storage System due to economic, technical or other considerations

1.6. Discharging of Energy Storage System. The Parties desire to clarify that an Energy Storage System may be charged from a solar photovoltaic generating system. Accordingly:

1.6.1 The second sentence of Section 3.1 of the Original General Conditions is hereby deleted in its entirety and replaced with the following:

The Energy Storage Systems will be integrated with the Premises’ electrical systems, and subject to applicable codes and utility tariffs, shall be capable of charging from grid supplied energy (or from a solar photovoltaic generating system or other generator) and shall be capable of discharging to the Premises and/or exporting to the Local Electric Utility grid, with the understanding that components of the Energy Storage System (such as a solar photovoltaic generating facility) may also discharge into other components of the Energy Storage System (such as the battery).

1.6.2 The second to last sentence of Section 4.1 of the Original General Conditions is hereby deleted in its entirety and replaced with the following:

The Energy Storage Systems (other than the solar photovoltaic generating systems, i.e., a battery system) shall, in the normal course, charge from the grid or from solar or other onsite generation, as applicable, and discharge to the Premises such that the Energy Storage Systems (other than the solar photovoltaic generating systems) are capable of delivering the Energy Management Services. Generation from any solar photovoltaic generating facility may be (a) utilized to charge, re-charge, operate, and monitor other components of the Energy Storage System, such as a battery or other technology system, (b) discharged to the Premises, and/or (c) exported to the Local Electric Utility grid

1.7. Insolation. The Parties desire to ensure that any solar photovoltaic generating system installed on the Property by Provider has unobstructed access to sunlight. Accordingly, clause (y) of Section 4.3(b) of the Original General Conditions is hereby deleted in its entirety and replaced with the following:

(y) any act or omission of Host Customer or Host Customer's employees, Affiliates, agents or subcontractors (collectively, a "Host Customer Act") results in a disruption or outage in Energy Storage System production, or causes or permits any interference with the unobstructed access to sunlight to any portion of any solar photovoltaic generating system owned or operated by Provider, including, without limitation, the failure to clear and remove brush, trees, and other improvements causing any obstruction,

1.8. Roof Maintenance. If Provider, in the course of installing, maintaining, and/or removing a solar photovoltaic generating facility from the roof of any building at any Premises penetrates such roof, Provider shall repair (by flashing or patching) the roof to be as leak proof as it was prior to the installation, maintenance, and/or removal of such solar photovoltaic generating facility.

1.9. Incentives. The Parties desire to include investment tax credits, depreciation, and other benefits made available to owners of solar photovoltaic generating systems in the definition of Incentives. Accordingly:

1.9.1 Section 1.1 of the Original General Conditions is hereby amended by deleting in its entirety the defined term "Incentives" and replacing it with the following:

"Incentives" means any accelerated or bonus depreciation, installation or production-based incentives, investment tax credits, ancillary services or capacity products and subsidies including, but not limited to, the subsidies in Schedule 6 of the Special Conditions, and all other storage or energy subsidies, incentives, tax credits, grants, accelerated rights and benefits under Applicable Law related to the construction, ownership, generation, storage, capacity, or production of energy or other ancillary services or benefits from any Energy Storage System, performance of the Energy Management Services, and providing Cost Savings.

1.9.2 Tax Indemnity. The following provision is added as Section 16.3 of the Original General Terms.

16.3 Tax Indemnity. Host Customer hereby acknowledges that Provider may intend that some or all of the Energy Storage Systems qualify for certain investment tax credits, production tax credits, or similar tax credits or grants under federal, state or local law (generally, the "Tax Credits"), and effective as of the Completion Date of each Energy Storage System and continuing through the remainder of the Services Term, Host Customer represents and warrants that it will not take or omit to take any action

constituting a breach under this Agreement resulting in the disqualification of any Energy Storage System or disallowance or recapture of all or any portion of the Tax Credits. If as a result of a breach of any representation, warranty or covenant of Host Customer contained in this Agreement (a) any of the Tax Credits claimed, or to be claimed, by Provider (or any Financing Party) are not permitted, disallowed, or adjusted by any Governmental Authority, or (b) any Tax Credit is recalculated or recaptured (any determination, disallowance, adjustment, recalculation, or recapture being a "Tax Loss"), Host Customer shall pay to Provider (or any Financing Party) as an indemnity an amount that shall cause Provider's (or any Financing Party's) after-tax economic yield and cash flow to equal the after-tax economic return that would have been realized by Provider (or any Financing Party) if such Tax Loss had not occurred due to Host Customer's breach. Any Financing Party shall be an intended third party beneficiary of this Section 16.3.

1.9.3 Regulatory Requirements. The Original General Conditions are amended by adding the following as Section 18.17 thereto:

18.17 Regulatory Requirements. Neither Party shall assert that Provider is an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any Governmental Authority as a result of Provider's obligations or performance under this Agreement. If at any time as a result of any change in Applicable Law, Provider would be subject to regulation as an electric utility or public service company (or its equivalent) by any Governmental Authority by virtue of this Agreement, the Parties will use best efforts to restructure this Agreement so that Provider will not be subject to such regulation (while preserving for both Parties the substantive economic benefits conferred hereunder). If Host Customer is a municipality or other governmental entity, (a) payments hereunder (including the Early Termination Fee) are not subject to appropriations, (b) in the event any payment hereunder (including the Early Termination Fee) is or becomes subject to any necessary appropriation, Host Customer shall use its best efforts to appropriate the funds necessary to satisfy such obligations, and shall not discriminate between such obligations and its other obligations with respect to payments for necessary services, (c) any failure of Host Customer to make payment as a result of any non-appropriation shall constitute a Host Customer Default, and (d) Host Customer has fully complied with all procurement, public bidding and municipal contracting requirements under Applicable Law. The Parties intend that this Agreement will be a "service contract" as defined in Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended.

1.10. Structural Calculations; Non-Interference. The Parties hereby amend the Original Special Conditions by adding the following as Section 9 thereto:

9. Structural Calculations; Non-Interference. Unless otherwise agreed by the Parties, prior to the installation of the solar photovoltaic generating facility at the Project Site known as RP-4 / IERCF, (a) Provider will provide to Host for its review structural calculations demonstrating that the installation of such solar photovoltaic generating facility will not adversely affect the structural integrity of the building upon which the solar photovoltaic generating facility will be constructed, and (b) Provider and Host Customer shall take commercially-reasonable efforts to negotiate and enter into a commercially-reasonable agreement with SunPower Corporation ("SunPower"), whereby Provider and SunPower will each agree to take reasonable efforts to avoid interfering with the solar photovoltaic generating facilities owned and installed (or in the

case of Provider, will be installed) by Sunpower and Provider at the RP-4 / IERCF Project Site. In the event either (a) or (b) of this section does not occur, this Second Amendment shall be terminated in its entirety.

2. Services Term. The Parties desire to extend the Services Term. Accordingly, Section 3 of the Original Special Conditions (Services Term) is hereby deleted in its entirety and replaced with the following:

The Services Term of this Agreement shall commence on the Effective Date and shall continue for twenty (20) years from the first day of the Billing Period immediately following the Completion Date for the last Energy Storage System to be installed by Provider under this Agreement, or December 31, 2038, whichever is earlier (the "Term"), unless terminated earlier pursuant to the provisions of the Agreement. As used herein, the term "Term Year" shall mean the twelve (12) month period following the first day of the Billing Period immediately following each Completion Date; provided, however, that once the Completion Date occurs for the last Energy Storage System to be installed by Provider under this Agreement, the Term Years for all Energy Storage Systems theretofore installed by Provider under this Agreement shall end, with Provider adjusting and prorating all end of Term Year amounts to account for the partial year, and thereafter all Energy Storage Systems installed by Provider under this Agreement shall be on the same Term Year commencing on the first day of the Billing Period immediately following the Completion Date for the last Energy Storage System installed by Provider.

3. Termination for Cause. The Parties desire to clarify the Termination for Cause provision. Accordingly, the last two sentences of Section 4 of the Original Special Conditions (Termination for Cause) are hereby deleted and replaced with the following:

If Host Customer terminates this Agreement under clause (b) of this Section 4, Provider shall remove the Energy Storage Systems, and bear such costs, as provided in Section 2.2 of the General Conditions. If either Party terminates this Agreement under clause (a) of this Section 4, or if Provider terminates this Agreement under clause (c) of this Section 4, Host Customer shall pay to Provider an amount equal to the sum of the Early Termination Fee for all of the Premises, any amounts then due and owing under this Agreement and any costs incurred by Provider to remove the Energy Storage Systems and restore the Premises to their original conditions (except as provided in Section 2.2 of the General Conditions).

4. Limitation of Damages. The Parties desire to clarify that the limitation of damages provision set forth in Section 6 of the Original Special Conditions shall not limit Host Customer's obligations to make required payments under the Agreement. Accordingly, the last sentence of Section 6 of the Original Special Conditions (Limitation of Damages) is hereby deleted in its entirety and replaced with the following:

The foregoing limitation shall not apply in connection with: (i) the Early Termination Fee and other amounts owed by Host Customer to Provider under this Agreement, including the Management Services Payment in Schedule 2 attached to the Original Special Conditions; (ii) claims for indemnification as permitted under the Agreement; (iii) breach of confidentiality obligations; (iv) violation of a Party's ownership or proprietary rights; and (v) claims for which such limitation is not permitted by law.

5. Purchase Option. The Original Special Conditions are hereby amended by adding the following as Section 9 thereto:

9. Purchase Option. Upon at least one (1) year prior written notice to Provider, Host Customer may purchase all (but not less than all) of the Energy Storage Systems at each of the Premises (the "Purchase Option") provided that Host Customer pays to Provider the applicable amount(s) set forth on Schedule 3b attached to the Original Special Conditions (the "Purchase Option Amounts"), and the Parties reach agreement as the appropriate reduction of the Minimum Guaranteed Savings, Performance Bonus Threshold, Monthly Shell Market Products Payment (as defined in the First Amendment), and Management Services Payment. Following Host Customer's exercise of the Purchase Option, and Provider's receipt of the applicable Purchase Option Amounts as payment therefor, title to the applicable Energy Storage System shall transfer to Host Customer pursuant to a written agreement, separate and apart from this Agreement, on an "as is, where is" basis. Upon the completion of any such purchase, (a) this Agreement shall terminate with respect to the applicable Premises and Energy Storage System purchased by Host Customer and neither Party shall have any further obligation under this Agreement with respect thereto, including, without limitation, any obligation by Provider to remove the Energy Storage System from the Premises, and (b) the Parties shall enter into an amendment to this Agreement to reflect the agreed to reduction in the Minimum Guaranteed Savings, Performance Bonus Threshold, Monthly Shell Market Products Payment, and Management Services Payment. Notwithstanding any provision herein to the contrary, Host Customer shall not have a Purchase Option with respect to any Energy Storage System that is or includes a solar photovoltaic generating facility owned or installed by Provider (including, without limitation the IERCF / RP4 location, as described in Schedule 6 attached hereto) until seven (7) years after the Completion Date for such Energy Storage System.

6. Periodic Review. The Original Special Conditions are hereby amended by adding the following as Section 10 thereto:

10. Periodic Review. At Host Customer's written request to Provider, no more frequently than once every five (5) years following the Completion Date for the last Energy Storage System to be installed by Provider under this Agreement, the Parties shall review the operation and performance of the Energy Storage Systems installed by Provider under this Agreement.

7. Clean-Up Revisions. The Parties desire to make the following clarifying revisions to the Agreement:

7.1. The words "*Automated Demand Response*" in the bulleted list in Section 1 of Schedule 1 of the Original Special Conditions are hereby deleted. For purposes of clarity, Automated Demand Response shall be an Incentive and/or Environmental Attribute, as such terms are defined in Section 1.1 of the Original General Conditions.

7.2. The word "*either*" in the second sentence of Section 5 of the Original Special Conditions (Termination for Convenience) is hereby deleted.

7.3. The phrase "*Energy Management Services Fee*" in Section 7 of the Special Conditions (Proposed Project Sites) is deleted and replaced with the phrase "*Management Services Payment*".

7.4. The phrase “*Performance Payment*” in Section 7 of the Special Conditions (Proposed Project Sites) is deleted and replaced with the phrase “*Performance Bonus Threshold*”.

7.5. For sake of clarity, Provider’s rights set forth in Section 7 of the Special Conditions (Proposed Project Sites) are in addition and without limitation to Provider’s rights set forth in Section 2.3 of the General Conditions (Conditions of the Agreement Prior to Installation).

7.6. Section 1.1 of the Original General Conditions is hereby amended by deleting in its entirety the defined term “Early Termination Fee” and replacing it with the following:

“Early Termination Fee” means the fee payable by Host Customer to Provider under certain circumstances described herein in the amounts set forth on Schedule 3a attached to the Special Conditions. Except as expressly provided in this Agreement to the contrary, the term Early Termination Fee shall mean the aggregate sum of Early Termination Fee for all of the Premises in the amounts identified on Schedule 3a attached to the Special Conditions.

7.7. For sake of clarity, if Host Customer does not provide a mutually agreeable substitute Premise in accordance with Section 4.3(a) of the Original General Conditions (Substitution of Premises), then Host Customer shall pay the Early Termination Fee applicable to the Premises where the affected Energy Storage System is located.

7.8. Section 4.3(c) of the Original General Conditions (Lost Revenue During Disruptions) is hereby deleted in its entirety and replaced with the following:

4.3(c) Lost Revenue During Disruptions. During any time that an Energy Storage System has reduced or no operations due to a relocation or other disruption described in Section 4.3(a) or Section 4.3(b) (any such time, the “Disruption Period”), Host Customer shall reimburse Provider for any lost or reduced revenue or other benefits from Incentives, Environmental Attributes, or Market Products that are not delivered or received during the Disruption Period due to such reduced or non-operation; provided, however, that in advance of any relocation undertaken pursuant to Section 4.3(a), or any repairs undertaken by the owner or lessee of the Premises for any reason not directly related to damage caused by the Energy Storage System pursuant to Section 4.3(b), the Parties agree to work together reasonably and in good faith to determine the time period required for such relocation or repairs to be accomplished (subject to extensions thereto for Force Majeure Events and delays caused by Host Customer), and Host Customer’s obligation to reimburse Provider under this Section 4.3(c) shall be limited to such time period agreed to by the Parties.

7.9. The Original General Conditions are amended by adding the following as Section 18.18 thereto:

18.18 Contractors; Affiliates. Provider and Host Customer shall each be permitted to use one or more Affiliates, contractors, and/or subcontractors to perform any of its obligations under the Agreement; provided, however, each of Provider and Host Customer shall continue to be responsible for all of its obligations under the Agreement, and the quality of the work performed by its Affiliates, contractors, and subcontractors.

8. Schedule 1 of Original Special Conditions. The first paragraph of Schedule 1 attached to the Original Special Conditions is hereby deleted in its entirety and replaced with the following:

1. Peak Demand Reduction: Provider will install and operate individual Energy Storage Systems consisting of approximately (a) 4,000 kW (dc) / 8,000 kWh of battery storage systems, and (b) a 1,781 kW (dc) solar photovoltaic generating system at the specified portions of the Premises (each a "Project Site") for purposes of reducing Host Customer's peak energy demand and providing optimal use of on-site energy resources. The actual capacity of each Energy Storage System will depend upon the actual Energy Storage System configurations and Project Sites agreed upon by Provider and Host Customer during the Energy Storage System design period.

9. Schedule 2 of Original Special Conditions. Schedule 2 attached to the Original Special Conditions is hereby deleted in its entirety and replaced with Schedule 2 attached to this Second Amendment.

10. Schedule 3 of Original Special Conditions. Schedule 3 attached to the Original Special Conditions is hereby deleted in its entirety and replaced with Schedule 3a attached to this Second Amendment. The Original Special Conditions are hereby amended by adding Schedule 3b attached to this Second Amendment thereto.

11. Schedule 4 of Original Special Conditions. Schedule 4 attached to the Original Special Conditions is hereby deleted in its entirety and replaced with Schedule 4 attached to this Second Amendment. Notwithstanding any provision of the Agreement to the contrary, all references to Minimum Guaranteed Demand Reduction (or MGDR) in the Original Agreement shall be deleted and replaced by the Minimum Guaranteed Cost Savings provided in Schedule 4 attached to this Second Amendment.

12. Schedule 6 of Original Special Conditions. Section (a) of Schedule 6 attached to the Original Special Conditions is hereby deleted in its entirety and replaced with Section (a) of Schedule 6 attached to this Second Amendment. Schedule 6 of the Original Special Conditions is hereby amended by adding Section (d) of Schedule 6 attached to this Second Amendment thereto.

13. Schedule 7 of Original Special Conditions. The first sentence of Schedule 7 of the Original Special Conditions is hereby deleted in its entirety and replaced with the following: "*The following information references the base year load, Utility Tariff and Rates of the Premises.*"

14. Schedule 8 of Original Special Conditions. Schedule 8 attached to the Original Special Conditions is hereby deleted in its entirety, and all references in the Agreement to Schedule 8 attached to the Original Special Conditions (including, without limitation, as set forth in Section 8 of the Original Special Conditions) are hereby deleted.

15. Miscellaneous. The terms of this Second Amendment shall supersede and control to the extent of any conflicts or inconsistencies with the Original Agreement. The recitals set forth in the beginning of this Second Amendment are incorporated herein as part of this Second Amendment for all purposes. This Second Amendment may be signed in one or more counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument. This Second Amendment may be duly executed by a Party, and delivered to the other Party, by electronic delivery of a "pdf" counterpart to this Second Amendment.

[Signatures On Following Page]

IN WITNESS WHEREOF, Host Customer and Provider have caused this Second Amendment to be executed as of the date first above written.

Provider:

ADVANCED MICROGRID SOLUTIONS, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

Host Customer:

INLAND EMPIRE UTILITIES AGENCY,
a municipal water district

By: _____
Name: _____
Title: _____

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II. Schedule 2 –Management Services Payment.

The Management Services Payment is Forty-Three Thousand Five Hundred Forty-Two Dollars (\$43,542.00) per month plus any Performance Bonus Payment, paid annually, for providing total Cost Savings in excess of Performance Bonus Threshold (defined below) in any Term Year as set forth below. The Management Services Payment shall be paid in accordance with Section 6 of the General Conditions

Notwithstanding the foregoing, prior to the occurrence of the Completion Date for all Project Sites, Host Customer shall pay, on a monthly basis, the cumulative total of the amounts set forth in the following table for each Project Site where the Completion Date has in fact occurred, and once the Completion Date occurs for all Project Sites, the amounts set forth in the following table shall not be applicable for any purpose under this Agreement, and Host Customer shall pay the monthly Management Services Payment in accordance with the foregoing paragraph.

MANAGEMENT SERVICES PAYMENT PRIOR TO FINAL COMPLETION DATE	
Project Site	Management Services Payment (\$ per month)
RP-1	\$5,417.00
RP-4 / IERCF	\$30,000.00
RP-5	\$2,708.00
CCWRF – Carbon Canyon	\$5,417.00
Total:	\$43,542.00

Calculation of Performance Bonus Payment: If the Energy Storage Systems provide, on an aggregate basis across the Agreement and the Associated Agreements, total Cost Savings in excess of Seven Hundred Thousand Six Hundred Twenty-Five Dollars (\$700,625.00) in any Term Year (which amount shall be subject to Adjustment (as defined in Schedule 4), the “Performance Bonus Threshold”), Host Customer shall pay to Provider, within ninety (90) days after the end of such Term Year, an amount equal to fifty percent (50%) of Host Customer’s total Cost Savings in excess of the Performance Bonus Threshold.

Calculation of Cost Savings: On a monthly basis, Provider will calculate and provide to Host Customer the Cost Savings at the Project Sites where the Energy Storage Systems are installed and operating. Other than with respect to Provider’s obligations in connection with the Minimum Guaranteed Cost Savings (as provided in Schedule 4), Provider makes no guarantees that any specific Cost Savings will be realized by Host Customer. Host Customer shall, as requested by Provider provide (or reasonably cooperate with Provider to enable Provider to obtain) electrical energy use and cost information, demand charges, and all other information relevant to the calculation of Cost Savings and other amounts under this Agreement.

As used herein, “Cost Savings” means, for each Billing Period, the difference between (a) the imputed electrical energy costs, including demand charges, for each utility service account where the Energy Storage Systems are in operation, assuming that the Energy Storage Systems were *not* operating, and (b) the actual electrical energy costs, including demand charges, for each utility service account where the Energy Storage Systems are in operation net of any net metering or other similar credits or benefits accruing to Host Customer as a result of the operation of the Energy Storage Systems. Cost Savings shall be calculated by Provider using data from the meter installed in connection with the Energy Storage Systems, the utility meters at each Project Site, and/or the tariffed rates applicable to the Project Site.

As used herein, “Billing Period(s)” shall mean each of the consecutive time periods applicable to

Host Customer during which the Utility assesses and bills demand charges for the Project Sites.

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IIIa. Schedule 3a – Early Termination Fee. The Early Termination Fee for each of the Premises will be as set forth in the following table. Upon the expiration of the Services Term, the Early Termination Fee shall be zero.

Early Termination Occurs in Term Year:	Early Termination Fee (\$ / kW DC of Battery Storage installed on the Premises)*			
	RP-1	RP-4 / IERCF	RP-5	CCWRF – Carbon Canyon
Prior to Completion Date of the last Energy Storage System to be installed under this Agreement	\$1,983.62	\$6,694.70	\$1,807.06	\$1,610.48
1	\$1,983.62	\$6,694.70	\$1,807.06	\$1,610.48
2	\$1,090.64	\$4,838.64	\$959.38	\$899.02
3	\$858.40	\$3,707.70	\$718.33	\$693.50
4	\$720.50	\$2,855.35	\$713.01	\$585.26
5	\$567.68	\$2,191.15	\$531.97	\$465.36
6	\$399.62	\$1,735.52	\$505.47	\$333.19
7	\$219.83	\$1,516.81	\$480.37	\$193.89
8	\$195.34	\$1,421.51	\$280.60	\$170.65
9	\$168.48	\$1,316.96	\$233.46	\$145.19
10	\$139.04	\$1,202.20	\$181.03	\$117.28
11	\$154.33	\$1,328.43	\$437.85	\$130.18
12	\$143.65	\$1,243.90	\$486.02	\$120.95
13	\$132.17	\$1,151.31	\$473.29	\$111.07
14	\$119.82	\$1,049.82	\$459.41	\$100.50
15	\$106.50	\$938.53	\$444.40	\$89.16
16	\$92.12	\$816.42	\$428.13	\$76.97
17	\$76.56	\$682.36	\$235.74	\$63.85
18	\$59.71	\$535.13	\$197.35	\$49.70
19	\$41.44	\$373.36	\$155.17	\$34.42
20	\$21.59	\$195.54	\$108.79	\$17.90

* For sake of clarity, the unit \$ / kW DC of Battery Storage Installed at the Premises shall mean and refer only to the kilowatt direct current size of the battery storage systems installed at the Premises, and shall not include any solar photovoltaic generating system installed at the Premises by Provider.

IIIb. Schedule 3b – Purchase Option Amounts. The Purchase Option Amount for each of the Premises will be as set forth in the following table. For sake of clarity, Host Customer shall not have a Purchase Option for RP-4 / IERCF until seven (7) years following the Completion Date of the last Energy Storage System to be installed under this Agreement.

Purchase Option Occurs in Term Year:	Purchase Option Amount (\$ / kW DC of Battery Storage installed on the Premises)*			
	RP-1	RP-4 / IERCF	RP-5	CCWRF – Carbon Canyon
Prior to Completion Date of the last Energy Storage System to be installed under this Agreement	\$1,983.62		\$1,807.06	\$1,610.48
1	\$1,983.62		\$1,807.06	\$1,610.48
2	\$1,090.64		\$959.38	\$899.02
3	\$858.40		\$718.33	\$693.50
4	\$720.50		\$713.01	\$585.26
5	\$567.68		\$531.97	\$465.36
6	\$399.62		\$505.47	\$333.19
7	\$219.83		\$480.37	\$193.89
8	\$195.34	\$1,421.51	\$280.60	\$170.65
9	\$168.48	\$1,316.96	\$233.46	\$145.19
10	\$139.04	\$1,202.20	\$181.03	\$117.28
11	\$154.33	\$1,328.43	\$437.85	\$130.18
12	\$143.65	\$1,243.90	\$486.02	\$120.95
13	\$132.17	\$1,151.31	\$473.29	\$111.07
14	\$119.82	\$1,049.82	\$459.41	\$100.50
15	\$106.50	\$938.53	\$444.40	\$89.16
16	\$92.12	\$816.42	\$428.13	\$76.97
17	\$76.56	\$682.36	\$235.74	\$63.85
18	\$59.71	\$535.13	\$197.35	\$49.70
19	\$41.44	\$373.36	\$155.17	\$34.42
20	\$21.59	\$195.54	\$108.79	\$17.90

* For sake of clarity, the unit \$ / kW DC of Battery Storage Installed at the Premises shall mean and refer only to the kilowatt direct current size of the battery storage systems installed at the Premises, and shall not include any solar photovoltaic generating system installed at the Premises by Provider.

IV. Schedule 4 – Performance Guarantee.

1. Minimum Guaranteed Cost Savings. Subject to the following provisions of this Section 1, the “Minimum Guaranteed Cost Savings” shall mean the amount of Seven Hundred Thousand Six Hundred Twenty-Five Dollars (\$700,625.00) per Term Year, subject to any applicable Adjustments (defined below), exclusive of the Monthly Shell Market Products Payment (defined in the First Amendment) to be paid by Provider in accordance with the First Amendment.

Notwithstanding the foregoing, the Minimum Guaranteed Cost Savings prior to the occurrence of the Completion Date for all Project Sites shall be the cumulative total of the amounts set forth in the following table for each Project Site where the Completion Date has in fact occurred, and once the Completion Date occurs for all Project Sites, the amounts set forth in the following table shall not be applicable for any purpose under this Agreement, and Minimum Guaranteed Cost Savings shall be the amount set forth in the foregoing paragraph.

MINIMUM GUARANTEED COST SAVINGS PRIOR TO FINAL COMPLETION DATE	
Project Site	Portion of Minimum Guaranteed Cost Savings (\$)
RP-1	\$80,750.00
RP-4 / IERCF	\$498,750.00
RP-5	\$49,875.00
CCWRF – Carbon Canyon	\$71,250.00
Total:	\$700,625.00

Following the conclusion of each Term Year, Provider will calculate the Cost Savings for the prior Term Year. If Provider failed to provide Cost Savings equal to at least the Minimum Guaranteed Cost Savings for such Term Year, then within ninety (90) days following the expiration of such Term Year, Provider shall pay Host Customer the difference between the Minimum Guaranteed Cost Savings and the Cost Savings (the “Lost Savings”) for the prior Term Year. If the Agreement is terminated early, except due to a Provider Default, Provider’s obligations in this section will not apply to the Term Year in which the Agreement is terminated. Notwithstanding the foregoing, Provider shall have no obligation with respect to the Minimum Guaranteed Cost Savings (and shall not be entitled to any payment in connection with the Performance Bonus Threshold) until the first Term Year of the Term

2. Adjustments. To the extent Provider’s ability or cost to provide the Energy Management Services, achieve Cost Savings, or provide Market Products under the Shell Utility Services Agreement at one or more Project Sites is affected by any of the following (collectively, the “Adjustment Events”) during some or all of a Term Year, the Parties agree that Provider will reasonably reduce the Minimum Guaranteed Cost Savings, Performance Bonus Threshold, and Monthly Shell Market Products Payment (as defined in the First Amendment) (each an “Adjustment”) utilizing the most-recent twelve (12) months of applicable electrical energy use and costs, demand charges, Market Products, and other relevant data:

(a) One or more of the Energy Storage Systems have not been installed, have not commenced operations, and/or the operations thereof have been terminated, including but not limited to a proration based on the actual size (measured in kilowatts) of the Energy Storage Systems for which a Completion Date has not yet occurred.

(b) Any act or omission by Host Customer that affects any Energy Storage System to the extent due in part or entirely to Host Customer’s negligence, or due to any other act or omission of Host Customer that impairs any Energy Storage System’s ability to safely store and discharge energy or Provider’s ability to monitor or control the Energy Storage System.

(c) Theft, destruction or damage affects the Energy Storage System in any way that impairs its ability to safely store and discharge energy or Provider's ability to monitor or control the Energy Storage System, except to the extent caused by the manufacturer of the Energy Storage System, Provider or its Approved Service Providers.

(d) A Disruption Period occurs.

(e) A Host Customer Default, including Provider suspending the Energy Management Services as a result of a Host Customer Default.

(f) Host Customer fails to provide access to a Project Site or an Energy Storage System as required by Section 7.2(d) of the General Conditions.

(g) A Force Majeure Event.

(h) Host Customer elects to have the Local Electric Utility apply a different tariff or rate category to the Project Site, or any material change in the applicable tariff including but not limited to changes in the hours, rates, and calculation methodologies employed by the Local Electric Utility.

(i) Any material deviation in the characteristics of the electricity demands, or the electrical demand, at the Project Sites from actual Local Electric Utility provided demand data for the period between July 2013 and June 2014, not resulting from the Energy Management Services or Provider's acts or omissions, including, without limitation, as a result of any onsite generation at any Project Site, other than a solar photovoltaic generating facility installed by Provider at any Project Site. Material deviation shall include any deviation from the monthly historical baseline for each Project Site as described in Schedule 7.

(j) Relocation of any Energy Storage System or a reduction in the number of Energy Storage Systems installed pursuant to this Agreement.

In the event any proration, reduction, and/or adjustment to the Minimum Guaranteed Cost Savings, Performance Bonus Threshold, and Monthly Shell Market Products Payment is made pursuant to clause (a), (c), or (g) of this Section 2, in each case not as a result of an act or omission of Host Customer (each an "Uncontrolled Adjustment Event"), then Provider shall likewise prorate, reduce, and/or adjust, in Provider's reasonable discretion, the Management Services Payment (an "Management Services Payment Adjustment").

Provider will provide notice to Host Customer of any Adjustment Event, and on each invoice submitted by Provider to Host Customer following the end of each Term Year, Provider shall include a statement of the amount by which the Minimum Guaranteed Cost Savings Performance Bonus Threshold, Monthly Shell Market Products Payment (as defined in the First Amendment), and (if applicable) Management Services Payment will be reduced pursuant to this Section 2, including a detailed explanation of, and rationale for, its calculation methodology, annotated work papers and source data. If Host Customer does not dispute the amount of such reduction within sixty (60) days after its receipt of such invoice, Host Customer will be deemed to have accepted such reduction. For sake of clarity, any Adjustment pursuant to this Section 2 shall apply only to the Term Years in which such Adjustment Event is applicable.

Host Customer shall notify Provider no later than five (5) business days after the date that Host Customer received notice of, became aware of, knew or should have known of: (i) any plans to change the operations at the Project Sites that would materially impact the Energy Storage Systems; (ii) any change

in the Project Sites’ applicable utility tariffs or electricity prices; and (iii) any other changes at the Project Sites that could reasonably be expected to adversely affect the ability to use the Energy Storage Systems to generate Cost Savings.

3. **Planned Maintenance.** Host Customer shall notify Provider two (2) business days in advance of the commencement of any maintenance that may have an impact on the Energy Storage System and/or the electrical demand (or the shape or characteristics of the electrical demand) at a specific Project Site (“**Planned Maintenance**”). The Planned Maintenance shall not reduce Providers obligation to provide Energy Management Services and shall not be considered a Disruption Period under Section 4.3(b) of the General Terms and Conditions. Should an emergency occur at one of the Project Sites that necessitates an energy shut down (“**Emergency Maintenance**”), Provider shall be notified as soon as reasonably possible, but in no event greater than forty-eight hours, with an estimate of when the Project Site shall be returned to normal operating conditions.

4. **Tariff Change.** If there is a change in the Local Electric Utility Tariff applicable to any Project Site that has a material impact on Provider’s ability to provide the Energy Management Services and Cost Savings, including a change in the applicable tariff including but not limited to changes in the hours, rates, and calculation methodologies employed by the Local Electric Utility, then upon written notice from Provider to Host Customer, the Parties shall negotiate in good faith to make the minimum changes to this Agreement necessary to preserve to the maximum extent possible the benefits, burdens and obligations set forth in this Agreement as of the Effective Date. Notwithstanding the foregoing, Provider shall continue to provide the Energy Management Services, and Host Customer shall continue to make the Management Services Payments, while the Parties negotiate the changes to the Agreement contemplated in this Section 4.

VI. Schedule 6 – Site Specific Information and Requirements.

a. **Project Sites and Service Accounts (Proposed)**

Equipment Site Name	Address	SCE Host Customer Account(s)	Energy Storage System Size (Type)
RP-1	2450 E Philadelphia St Ontario, CA	2-20-230-9647 2-19-984-8979 2-06-561-5429	1,000 kW (dc) / 2,000 kWh (battery storage system)
RP-4 / IERCF	12811 6th St Rancho Cucamonga, CA	2-19-908-7271 2-08-629-5938	1,500 kW (dc) / 3,000 kWh (battery storage system) <i>and</i> 1,781 kW (dc) ¹ (solar pv system)
RP-5	6075 Kimball Ave Unit C Chino, CA	2-25-040-0645	500 kW (dc) / 1,000 kWh (battery storage system)
CCWRF – Carbon Canyon	14950 Telephone Ave Chino, CA	2-19-986-3986 2-22-473-1182	1,000 kW (dc) / 2,000 kWh (battery storage system)
		Totals:	4,000 kW (dc) / 8,000 kWh (battery storage system) <i>and</i> 1,781 kW (dc) ¹ (solar pv system)

Note 1: subject to change based on final design of the solar photovoltaic generating system.

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VI. Schedule 6 – Site Specific Information and Requirements.

d. Attached are the following:

- Scope of Work to include Design-Build-Operation of the Solar Photovoltaic Power Plants Phase II – Project Nos. RA17008 & PL17002, dated October 6, 2016
- Advanced Microgrid. Solutions response to IEUA and IERCA’s Scope of Work to include Design-Build-Operation of the Solar Photovoltaic Power Plants Phase II Project Nos. RA17007 & PL17002, dated February 23, 2017, including the proposed layout of solar photovoltaic system for the RP-4 / IERCF location.

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**CONSENT
CALENDAR
ITEM**

2M

Date: July 19, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (7/12/17)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch 
Executive Manager of Engineering/Assistant General Manager

 Sylvie Lee
Manager of Planning and Environmental Resources

Subject: Memorandum of Understanding for the Development of a Renewable Natural Gas Project with Anaergia

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Memorandum of Understanding (MOU) between IEUA and Anaergia for the Development of a Renewable Natural Gas Project at RP-1, and
2. Authorize the General Manager to execute the MOU with Anaergia.

BACKGROUND

On October 1, 2010, IEUA and Anaergia, through its affiliate UTS and RP1 Fuel Cell LLC, entered into a Power Purchase Agreement (PPA) for the installation, operation, and maintenance of a 2.8 Mega Watts (MW) fuel cell at Regional Plant No. 1 (RP-1).

Under the PPA, IEUA agreed to purchase all renewable electricity generated by the fuel cell at a fixed escalation rate of 2.5% over 20 years, starting at \$0.1262/kilowatt-hour (kWh). IEUA is also responsible for providing the fuel, made of at least 75% biogas and the remaining amount as natural gas.

Due to the fuel cell performance and existing litigation between UTS and the fuel cell manufacturer, the fuel cell has been off line since July 21, 2016; as result, biogas is beneficially used by the boilers for digester heating, excess biogas is flared, and electricity is imported from the grid.

MOU for the Development of a Renewable Natural Gas Project with Anaergia

July 19, 2017

Page 2 of 2

Over the last several months, IEUA staff has worked closely with Anaergia to develop alternative operational scenarios to beneficially use biogas and reduce costs. Both parties agree that exploring the use of the biogas for export as renewable natural gas or as vehicle fuel, and monetizing associated environmental attributes, is a financially and environmentally responsible proposition.

The objective of the MOU is to evaluate the economic and technical viability of a renewable natural gas facility located at RP-1 for the export of biomethane. Both parties agree to jointly develop a project through a public/private partnership and equally share such capital, resources, expenses, revenues, assets, and environmental benefits.

IEUA and Anaergia will have the option to use the fuel cell for power generation. The MOU also contemplates an update to the current Fuel Cell PPA, to be coupled with the RP-1 grid electricity rate. Any savings from the fuel cell operation would be equally shared between IEUA and Anaergia. IEUA staff believes that this renegotiation would significantly reduce cost exposure to IEUA in the event that the fuel cell is recommissioned.

The parties intend to implement the Project as developed if it shows at least \$2 million in savings over the 20-year term, and if the business case evaluation indicates the Project is the best option compared to other projects using the biogas generated at RP-1. If this occurs, a formalized contract will be brought back to the Board of Directors as a replacement to this MOU.

IEUA's General Counsel has been continuously engaged in the performance under the existing PPA as well as the development of the MOU.

The MOU meets IEUA's adopted Business Goals for *Wastewater Management* by optimizing renewable resources, containing future energy costs, and progressing toward peak power independence.

PRIOR BOARD ACTION

On September 15, 2010, the Board awarded the Fuel Cell PPA to RP-1 Fuel Cell, LLC.

IMPACT ON BUDGET

If the MOU is approved, a feasibility study will be conducted and the cost of the study will be equally shared by IEUA and Anaergia. The anticipated feasibility study cost of \$75,000 will be within FY 2016/17 project budget of \$1,000,000 for Project No. EN17055 RC Planning Documents, in the Regional Wastewater Capital (RC) fund.

Attachment: Memorandum of Understanding

Memorandum of Understanding

between

Anaergia Services, LLC (“Anaergia”)

and

Inland Empire Utilities Agency (“Agency”)

(Individually considered “Party” and Collectively referred to as “Parties”)

I. Purpose and Scope

RP-1 Fuel Cell, LLC, Anaergia’s affiliate, has a contract with the Agency to convert biogas into useable renewable electricity using fuel cells (“PPA”). There have been performance difficulties with the equipment developed under the PPA. The purpose of this Memorandum of Understanding (“MOU”) is to clearly identify the roles and responsibilities of each party as they relate to the development of a potential new public private partnership. The objective of this MOU is to evaluate the economic and technical viability of a renewable natural gas facility for export of biomethane, located at the Agency’s Regional Plant No. 1 (“RP-1”) known as the Renewable Natural Gas Development Export Program (“Program”). In the event that the evaluation is favorable for both parties, this MOU will serve as the basis for the amendment of the existing PPA and the implementation of the Program through a separate agreement that contemplates an equal partnership.

The Parties agree that exploring the use of all or part of the biogas for export into renewable portfolio standards (“RPS”) markets or vehicle fuel markets is an environmentally responsible proposition. This includes the pursuit of offtake contracts. An offtake contract is contemplated as an agreement between a producer of biomethane gas and a third party purchaser for all or portions of biomethane production for a specified period of time, at a price that may be fixed for the duration or escalate at an agreed upon rate. Since the renewable natural gas markets are expected to have significant volatility in the future, the public-private partnership contemplated here will mitigate risk for both parties and provide financial upside.

Parties acknowledge that under AB1826 municipalities have mandates to divert organics from landfills. Parties may determine during evaluation phase that it is advantageous to jointly consider as part of the project, development of an organics program to enhance biogas production to enable organics diversion, secure long term offtakes or to improve project economics. Any such endeavor will be undertaken with mutual agreement with a clear objective to enhance overall viability of the project.

It is expected that the value created by the Program will be shared equally between both parties. This program will help the Agency in its management goals to reduce dependence on the electrical grid through use of the RP-1 Fuel Cell facility or repurposing the existing infrastructure.

This MOU shall not materially change the terms of the existing Fuel Cell Power Purchase Agreement ("PPA") with exception to pricing.

This MOU contemplates in two simultaneous agreements or amendments.

1. The Current PPA price will be coupled with the RP-1 grid electricity rate as follows: fuel cell costs will be equal to Operational Cost + Cost of Natural Gas Fuel ("Fuel Cell Cost"). Anaergia will cause operations to be RP-1 Fuel Cell LLC's responsibility. Natural Gas procurement will be IEUA's responsibility. The fuel cell will be generally operational if Fuel Cell Cost is lower than the RP-1 grid electricity rate. Any savings through operation of the fuel cell, defined as the difference between the RP-1 grid electricity rate and the fuel cell cost, will be shared equally between the relevant parties. The revised PPA price shall not exceed the RP-1 grid electricity rate or the existing PPA pricing as in Exhibit C of the RP-1 Fuel Cell PPA Agreement.
2. As a consideration for entering into 1 above, the Agency agrees to jointly develop with Anaergia, through a public/private partnership, the Program. Any cost saving, after capital and operational cost, will be shared between parties. It is contemplated that parties will jointly pursue third party offtake contracts and grants. The Agency will use its best efforts in providing low cost capital financing to fund the construction of the Program. To the extent permitted by law, any difference between the grid electricity rate and the Fuel Cell Cost, after capital and operational costs, shall be shared equally amongst the Parties. Furthermore, Environmental benefits will also be equally shared.

II. Anaergia's Responsibilities

Anaergia shall undertake the following activities during the duration of the MOU term:

1. Anaergia shall comply with any and all local, state, and federal laws as they relate to a public-private partnership in developing, designing, engineering, constructing, managing, operating, and maintaining the Program.
2. Anaergia shall lead the development of long term third party offtake contracts for the sale of biomethane gas produced by the Program.
3. Anaergia shall lead the technology selection and pipeline interconnection required for the proper and responsible functioning of the Program.

4. Anaergia shall lead the process of engineer and design activities for the Program.
5. Anaergia shall lead vendor selection, project management, and construction of the Program. However, Anaergia must comply with any and all local, state, and federal laws as they relate to a public-private partnership.
6. Anaergia shall support and co-lead with the Agency in obtaining local, state and federal grants for the Program.
7. Anaergia agrees that it shall indemnify, and hold harmless the Agency, in the event that any of Anaergia's successors, or assigns, defaults on Program, or public private partnership contemplated under this MOU.

III. Agency Responsibilities

Agency shall undertake the following activities during the duration of the MOU term:

1. The Agency shall use its best efforts to obtain local, state, or federal grants to assist in financing the Program.
2. The Agency shall review and examine the prospect of providing low-cost funding or credit enhancement for the Program.
3. The Agency shall support Anaergia's efforts in obtaining long-term offtake third party contacts for the sale of biomethane gas.
4. The Agency will act as lead agency in obtaining any local, state, or federal permits or approvals for the design and construction of the Program.
5. The Agency will review and examine the feasibility of operating the equipment and facilities involved in the Program.
6. The Agency shall comply with any and all local, state, and federal laws as they relate to a public-private partnership in developing, designing, engineering, constructing, managing, operating, and maintaining the Program.
7. Agency agrees it will indemnify, hold harmless and defend Anaergia, in the event that any of Agency's officers, directors, employees, contractors and agents defaults on its responsibilities under the Program, or public private partnership contemplated under this MOU.

IV. MOU Milestones

The term of this MOU is the period within which the responsibilities of this MOU shall be performed. The development process will take place in two phases: Phase 1 will develop a business case evaluation to address the economic and technical viability of the Program, and provide a recommendation to implement the Program or terminate the MOU. Phase 2 should build upon the findings and agreements established in Phase 1, it includes contract execution, design, construction, and start up. The approximate timeline for the development and financing of the Program is 18 months from the execution of this MOU.

The targeted milestones are as follows (All development cost will be shared):

Phase 1

1. Project description – September 2017
2. Complete 30% Design –December 2017
3. Business Case Evaluation and Program Decision – December 2017

Phase 2

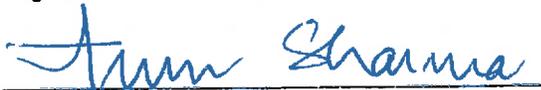
1. Draft Financial Plan –January 2018
 - a. The Agency will review and examine the feasibility in providing low cost financing for the Program.
2. PPA Amendment and Program Agreement Execution – January 2018
3. Jointly Develop Offtake Third Party Agreements – Immediately through February 2018
4. Complete 100% Design – July 2018
5. Pursue Local, State and Federal Grants – through the end of the term
6. Program Financing –October 2018
7. Complete Construction – January 2019
8. Program Startup – February 2019

V. Special Terms and Conditions

1. **Program Structure:** The Program will be structured as a public-private partnership. Parties will evaluate codes to ensure legal compliance for ownership and tax issues. The Program will be structured to maximize the value from tax benefits, grants proceeds, outside funding opportunities, and through low cost financing.
2. **Costs:** The Parties will each pay for and track internal costs and capitalize such costs at financing. All external costs will be shared and agreed upon during development phase of the Program. If one Party believes that the other has used unreasonable costs in the development, operation, and financing of the Project, the Parties agree that they shall mutually discuss and refine said costs prior to payment by the Parties. Annual budgets will be mutually developed and agreed to by both parties. Grants will be pursued by the Agency and Anaergia equally.

3. **Profits and Losses:** It is the intention of the Parties that public-private partnership be entered into mutually. All profits and losses, after operations and capital costs, from the Program shall be shared equally between the parties. This includes, but is not limited to, sharing profits and losses in grants, third party offtake contracts, savings, and any tax benefits obtained by either Anaergia or the Agency as permitted by law.
4. Any activities led or contracted by either party must be charged against the mutually agreed upon task order budgets and shared equally in compliance with the agreement terms.
5. **Exclusivity and Binding Nature:** Parties agree to develop the Program jointly through the development period. If the Parties agree at the end of Phase 1 that the Program financial analysis shows at least \$2,000,000 in savings over the 20-year term, and the Business Case Evaluation provides the Program as the best option to beneficially utilize biogas generated at RP-1, the Agency and RP-1 Fuel Cell LLC, will in good faith amend the PPA, and the Parties will implement the Program as developed in Phase 2.

Signatures and Dates



Anaergia Services, LLC

PRESIDENT

Its:

Date

6/5/17

Inland Empire Utilities Agency

Its: General Manager

Date

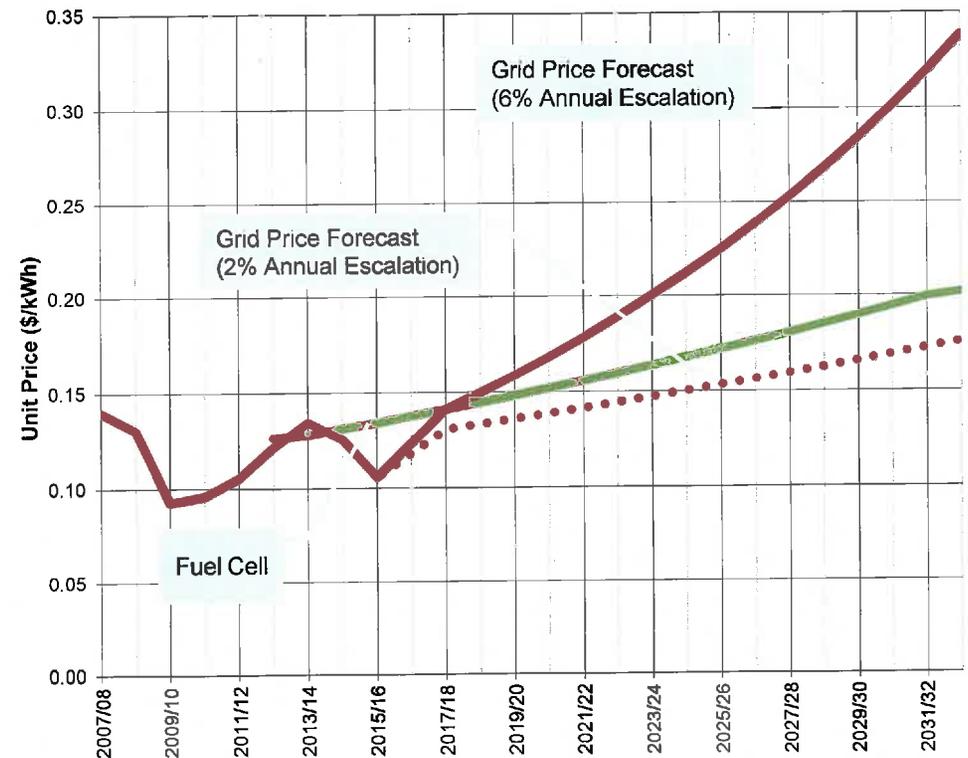
Renewable Natural Gas Project Memorandum of Understanding



July 2017

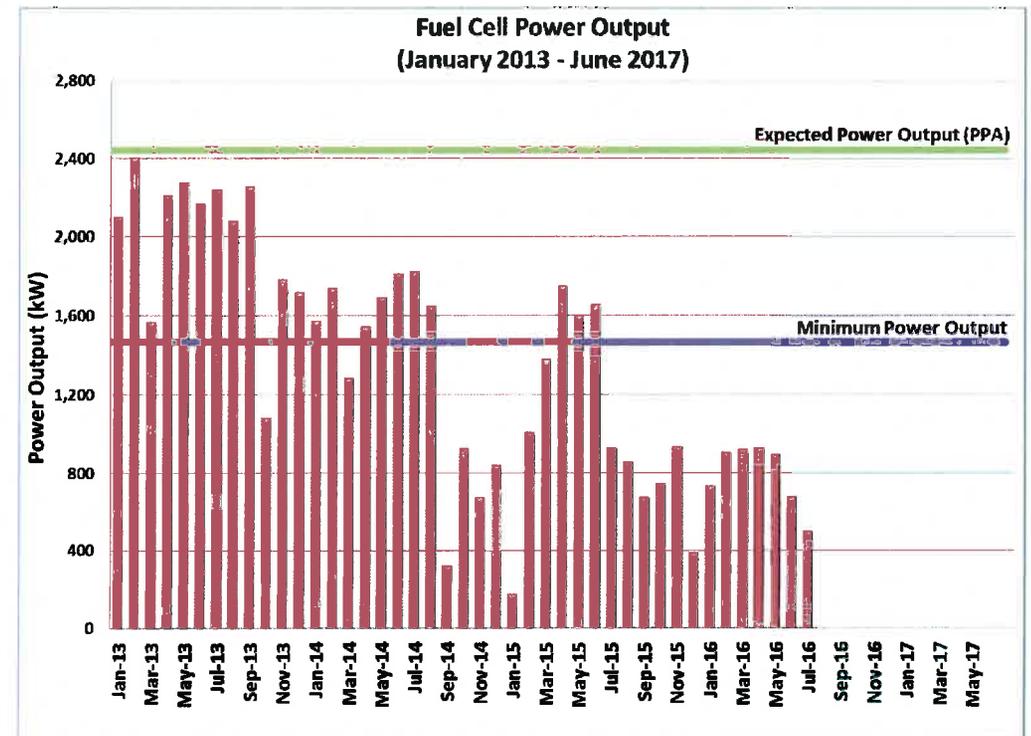
Background

- Power Purchase Agreement (PPA) with Anaergia
 - 2.8 MW fuel cell at RP-1 (January 2013 – January 2033)
 - Anaergia: install, operate, and maintain fuel cell
 - IEUA: provide fuel, purchase electricity, recover heat
 - Current rate = \$0.1392/kWh, 2.5% escalation



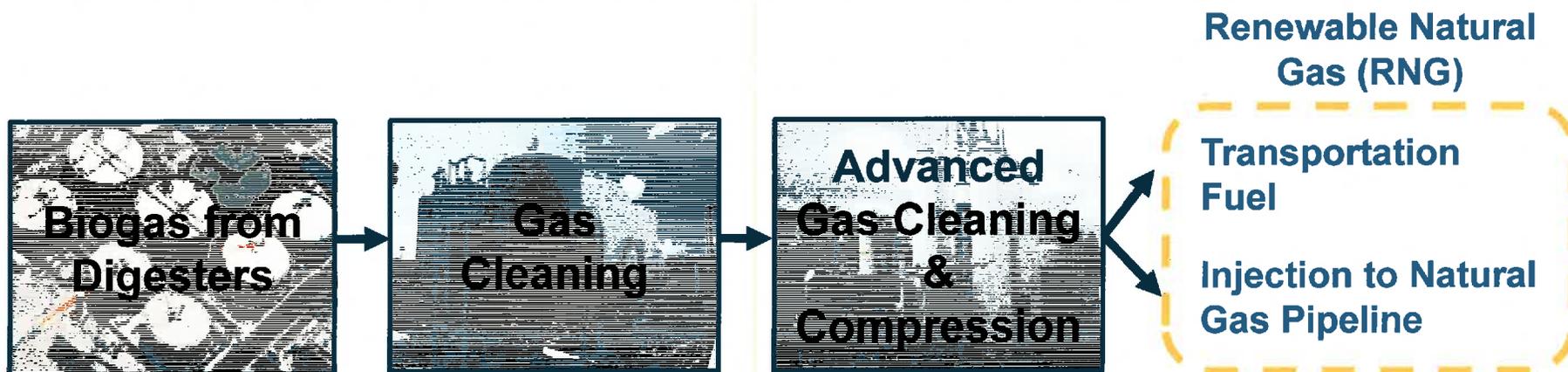
Background

- Fuel cell offline since July 2016
 - Biogas used for plant heating and remaining is flared
 - Electricity imported from the grid



Feasibility Study

- Evaluate, develop, and finance, a renewable natural gas facility
 - Transportation fuel or
 - Pipeline quality gas



Memorandum of Understanding (MOU)

- Public/private partnership
 - Reduce IEUA operations costs
 - Equally share capital, resources, expenses, revenues, assets, and environmental benefits
- Implement project if cost effective
- Option to use fuel cell for power generation
 - Update current fuel cell PPA rate (guaranteed at less than SCE rate)

Considerations

Pros

- Environmental attributes
- Revenue stream to reinvest for onsite renewables
- Possible long term contracts
- 100% beneficial use of biogas (minimize flaring)
- Align with State and local air quality goals

Cons

- Environmental attributes market volatility (risk)
- Does not directly meet all IEUA Energy Management Plan Initiatives
- Energy Market Price

Recommendation

1. Approve MOU between IEUA and Anaergia for the Development of a Renewable Natural Gas Project at RP-1; and
2. Authorize the General Manager to execute the MOU with Anaergia

The approval of this MOU is consistent with IEUA's Adopted Business Goals for **Wastewater Management** by optimizing renewable resources, containing future energy costs, and progressing toward peak power independence.

**ACTION
ITEM**

3A

Date: July 19, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (7/12/17)
Finance and Administration Committee (7/12/17)

From:  P. Joseph Grindstaff
General Manager

Submitted by: Chris Berch 
Executive Manager of Engineering/Assistant General Manager

Shaun J. Stone 
Manager of Engineering

Subject: Public Contract Code Section 3400(c) - Sole Source Requests

RECOMMENDATION

It is recommended that the Board of Directors authorize the General Manager, or his designee, to review and approve sole source requests for materials, products, things, or services per Public Contract Code Section 3400(c) consistent with the protocol defined herein.

BACKGROUND

Existing law prohibits, except in specific circumstances, a public agency responsible for letting a public works contract from drafting bid specifications for that contract in a manner that limits the bidding to any one product, unless the specification is followed by the words “or equal” allowing bidders to furnish any equal material, product, things, or services. The law requires that these bid specifications provide time to allow the contractor to submit data that demonstrates that the material, product, things, or services to be provided under the contract is equal to the material, product, things, or services identified in the bid specification.

Public Contract Code 3400(c) allows for exceptions to the “or equal” requirements specifically related to system standardization, sole availability, and emergencies. In a very limited amount of cases, a single source product or service is needed to provide IEUA with the ability to effectively complete a project design acceptable to operations, maintenance, and system standardization requirements.

To legally meet this need, Section 3400(c) states that the awarding authority, in this case the IEUA Board of Directors, must “describe” the finding of a need to specify a single source for a material, product, thing, or service and the contracting agency will thoroughly consider and document the decision before invoking an exception in section 3400(c). The method of documentation would be an evaluation memo analyzing the circumstances surrounding the single source selection. Typically, this exception will be used for system standardization to match equipment within the IEUA system facilitating simpler maintenance and operation.

In consultation with IEUA legal counsel, this authority can be delegated by the Board of Directors to another party within the organization. Approval for single source request for materials, products, things, or services in accordance with Public Contract Code Section 3400(c), shall require the review and approval from the following Agency employees:

- Manager of Engineering, or designee (initial approval)
- Manager of Contracts, or designee (initial approval)
- The General Manager, or designee (final approval)

In addition to the above approvals, during the construction award, staff will indicate within the staff report to the Board that a Section 3400 exception was used and for what items within the project.

The Sole Source Authorization is consistent with *IEUA's Business Goal of Business Practices* that IEUA will be ethical, cost-effective, and apply environmentally sustainable regional planning principles in all aspects of business and public service.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

None.

Attachment:

Public Contract Code Section 3400(c) Standard Operating Procedure

PJG:CB:SS:dm

	Inland Empire Utilities Agency Standard Operating Procedure Public Contract Code (PCC) 3400 (c) Sole Source Requests		Pg. 1 of 4
	Doc Number: ENGDIV-81	Rev: [0]	

PUBLIC CONTRACT CODE (PCC) 3400(C) SOLE SOURCE REQUESTS

REVISION HISTORY

<i>REVIEWED BY</i>	<i>REVISED SECTION / PARAGRAPH / PAGE</i>	<i>REVISION</i>	<i>REVIEW DATE</i>	<i>RELEASED DATE</i>	<i>APPROVED BY</i>
<u>[First Last Name]</u>	<u>Initial Release, Revised Section 2, etc.]</u>	XX	MM/DD/YYYY	MM/DD/YYYY	<u>[First Last Name]</u>

*Draft and Archived/Obsolete revisions are not to be used.
Access [Document Control System] system to verify revision.*

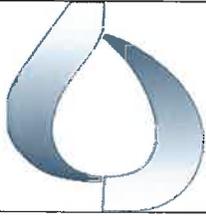
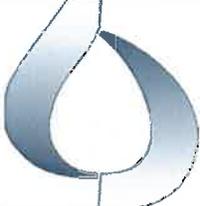
	Inland Empire Utilities Agency Standard Operating Procedure Public Contract Code (PCC) 3400 (c) Sole Source Requests		Pg. 2 of 4
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	Inland Empire Utilities Agency Standard Operating Procedure		Pg. 3 of 4
	Public Contract Code (PCC) 3400 (c) Sole Source Requests		
	Doc Number: ENGDIV-81	Rev: [0]	

1. PURPOSE

This policy sets forth the procedures for sole source authorization that is consistent with Public Contract Code (PCC) 3400(c) which allows for exceptions to the “or equal” requirements specifically related to IEUA system standardization, sole availability, and emergencies. The intent is to secure the best work or supplies at the lowest price practicable and that the request is enacted for the benefit of stakeholders and taxpayers and not for the benefit or enrichment of bidders. Request should be limited and administered as to accomplish such purpose fairly and reasonably with sole reference to the public interest. This policy does not pertain to professional services.

2. SCOPE

All sole sourcing requires written approval from the General Manager, Manager of Engineering, and Manager of Contracts for any request.

3. DEFINITIONS

- 3.1 **Sole Source:** Procurement action where only one viable source exists. This is usually due to legal restrictions of patent rights, a proprietary process, warranty issues, original equipment manufacturer, and copyrights.
- 3.2 **Project Manager:** Senior Engineer, Construction Project Manager, Senior Project Manager, Project Manager I and Project Manager II.

4. SAFETY CONSIDERATION

4.1 Safety

Normal and routine office safety policies will be practiced when performing this procedure.

5. PROCEDURE

A sole source exists when materials, equipment, or services are available from only one known supplier as the result of unique performance capabilities, manufacturing processes, compatibility requirements, or market conditions.

5.1 Procedure

Upon recognition that IEUA finds that sole source specification is required, the Project Manager shall initiate a final review, to verify the findings and summarize the request in a technical memorandum with attached Sole Source Approval Form, Exhibit 1.

5.1.1 Details

The technical memorandum and supporting documentation must be reviewed for data content and correctness and recommended for approval by the Project Manager and Deputy Manager of Engineering, or Deputy Manager of Capital Improvements. The Manager of Engineering and Manager of Contracts (or their designees) will review and approve the request and forward to the General Manager or designee for final approval, see Process Workflow Exhibit 2. After approval, at the time of construction award, the Project Manager shall include the items approved under Section 3400(c) in the construction award Board memorandum.

	Inland Empire Utilities Agency Standard Operating Procedure Public Contract Code (PCC) 3400 (c) Sole Source Requests		Pg. 4 of 4
	Doc Number: ENGDIV-81	Rev: [0]	

6. RESPONSIBILITIES

- 6.1 Project Manager – The assigned Project Manager shall be responsible to ensure that the project design and sole source request meets the exceptions described in the PCC 3400(c) and is warranted. The Project Manager shall be responsible to obtain all support documentation. The Project Manager shall be responsible to obtain approval from the Manager of Engineering and Manager of Contracts for any request. In addition to the above, the Project Manager will ensure that the items sole sourced are listed in the construction award Board Recommendation Letter.
- 6.2 Deputy Manager of Engineering/CIP – Review documentation data content for correctness.
- 6.3 Manager of Engineering – Review proposed sole source request and confer with the Project Manager, Engineers, and the Manager of Contracts prior to approval.
- 6.4 Manager of Contracts – Review proposed sole source request and confer with the Manager of Engineering prior to approval.
- 6.5 General Manager – Responsible for final approval and notifying the Board during General Manager's comments at the subsequent Board meeting.
- 6.6 Administrative Staff – Responsible for transferring the information contained thereon to an appropriate medium, using the project file name and extension. The administrative support staff shall not make any changes or allow the read only to be removed from the fileserver to allow changes, unless the request is made by the Manager of Engineering.

7. REFERENCES

N/A

8. EXHIBITS

1. Sole Source Approval Form
2. Sole Source Process Workflow

EXHIBIT 1

Sole Source Approval Form



SOLE SOURCE APPROVAL FORM

AUTHORIZATION

Once approved and signed by all parties, the sole source can move forward in accordance with the information contained in this technical memorandum.

Submitted by the Project Manager:

(Name)
Project Manager

Date: _____

Approval by:

David Mendez
Deputy Manager of CIP

Date: _____

[or]

Jerry L. Burke, PE
Deputy Manager of Engineering

Date: _____

Approved by:

Shaun J. Stone, PE
Manager of Engineering

Date: _____

Warren Green
Manager of Contracts

Date: _____

Approved by:

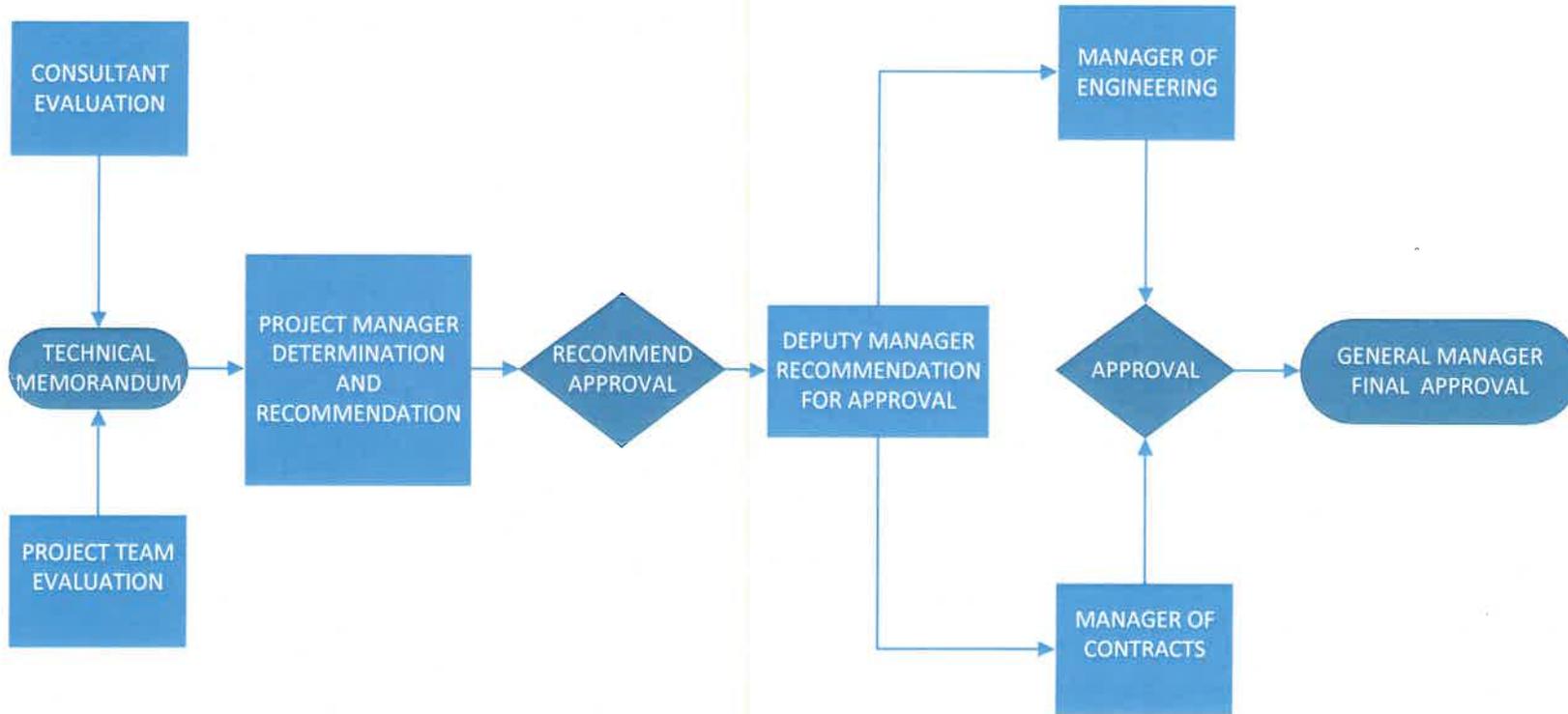
P. Joseph Grindstaff
General Manager

Date: _____

EXHIBIT 2

Sole Source Process Workflow

PROCESS WORKFLOW



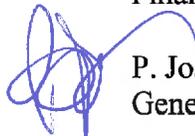
**ACTION
ITEM**

3B

Date: July 19, 2017

To: The Honorable Board of Directors

Through: Finance and Administration Committee (7/12/17)

From:  P. Joseph Grindstaff
General Manager

Submitted by:  Christina Valencia
Executive Manager of Finance & Administration/Assistant General
Manager

 Javier Chagoyen-Lazaro
Manager of Finance & Accounting

Subject: Adopt Resolution No. 2017-7-1 for Approval of Master Amendment No.1

RECOMMENDATION

It is recommended that the Board of Directors adopt Resolution No. 2017-7-1, for approval of Master Amendment No. 1 (Amendment) to consistently amend the lien positions, financing terms and certain definitions among the nineteen (19) Clean Water State Revolving Fund (SRF) financing agreements (Agreements) between the Agency and the California State Water Resources Control Board (State Water Board) as identified in the proposed Amendment.

BACKGROUND

The California State Water Bond established the SRF loans programs in 1989. The Agency began leveraging the low interest SRF loans in 2003 to finance construction of the Regional Recycled Water Distribution System and Wastewater Treatment Projects.

Since 2003, IEUA has secured 19 SRF loan/grant financing agreements. A key component of these Agreements is the Agency's pledged revenues, or dedicated sources of repayment, to ensure timely and full payment of SRF obligations. Initially, pledged revenues were limited to recycled water sales and related Metropolitan Water District of Southern California (MWD) Local Parcel Project rebate. Over time, pledged revenues were expanded to include property tax receipts, and wastewater connection fees. Changes in the State Water Board financial policies also resulted in varying lien requirements, with some of the more recent financing agreements requiring a parity (equal position) versus a subordinate (junior position) to the Agency's outstanding bonded debt.

The proposed Amendment is intended to provide consistency to more clearly define the lien positions, financing terms, and certain definitions amongst the 19 outstanding Agreements. Under the proposed Amendment, the Agency's outstanding revenue bonds (2008B, 2010A and 2017A) will be senior to the existing SRF loans and any new future debt obligations, as illustrated in Master Amendment No.1 Exhibits F and J.

Other key changes include;

- Net Revenues – all revenue derived from the ownership or operation of the System, as of the date of the Agreement, net of operations and maintenance costs and excluding the Water Resources Fund.
- System – all facilities, land, property rights, etc. other than the imported Water System.
- System Obligations - any obligation secured by or payable from Revenues or Net Revenues.
- Maximum Annual Debt Service – maximum amount of debt service due in any fiscal year of all outstanding System Obligations.
- Debt Coverage Ratio (DCR) – fix and prescribe rates and charges at the beginning of the Fiscal Year at least sufficient to yield Net Revenues equal to at least;
 - 120% of Maximum Annual Debt Service of all outstanding senior System Obligations, and
 - 115% of Maximum Annual Debt Service of all outstanding System Obligations

The proposed Amendment will serve as the basis for future financing agreements.

PRIOR BOARD ACTION

On May 17, 2017, the Board of Directors adopted Resolution Nos. 2017-5-1 and 2017-5-2, authorizing the State Revolving Fund (SRF) loan application and agreement with the State Water Resources Control Board (SWRCB) for construction for projects in the RP-1/RP-5 Expansion Project, and dedicating certain revenues for the SRF financing.

On November 20, 2013, the Board of Directors adopted Resolution Nos. 2013-11-1 and 2013-11-2, authorizing the State Revolving Fund (SRF) loan application and agreement with the State Water Resources Control Board (SWRCB) for design and construction for projects in the Regional Water Quality Lab Project, and dedicating certain revenues for the SRF financing.

On October 20, 2010, the Board of Directors adopted Resolution Nos. 2010-10-1 and 2010-10-2, authorizing the State Revolving Fund (SRF) loan application and agreement with the State Water Resources Control Board (SWRCB) for design and construction for projects in the Central Area Capital Project: Wineville Recycled Water Pipeline Extension Project, and dedicating certain revenues for the SRF financing.

On May 19, 2010, the Board of Directors adopted Resolution Nos. 2010-5-4 and 2010-5-5, authorizing the State Revolving Fund (SRF) loan application and agreement with the State Water Resources Control Board (SWRCB) for design and construction for projects in the Regional

Adopt Resolution No. 2017-7-1 for Approval of Master Amendment No.1
July 19, 2017
Page 3 of 3

Recycled Water Distribution System Southern Area Recycled Water Projects, and dedicating certain revenues for the SRF financing.

IMPACT ON BUDGET

None.

Attachments:
Resolution No. 2017-7-1
Master Amendment No. 1

RESOLUTION NO. 2017-7-1

RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, FOR APPROVAL OF MASTER AMENDMENT NO. 1 (AMENDMENT) TO CONSISTENTLY AMEND THE LIEN POSITIONS, FINANCING TERMS AND CERTAIN DEFINITIONS AMONG THE NINETEEN (19) CLEAN WATER STATE REVOLVING FUND (SRF) FINANCING AGREEMENTS (AGREEMENTS) BETWEEN THE AGENCY AND THE CALIFORNIA STATE WATER RESOURCES CONTROL BOARD (STATE WATER BOARD)

WHEREAS, The State Water Resources Control Board (SWRCB) offers funding to assist local agencies with the design and construction of Wastewater Treatment and Recycled water distribution facilities;

WHEREAS, The Board of Directors of the Inland Empire Utilities Agency has authorized the General Manager or his designees to apply for and execute State Revolving Fund (SRF) financing contracts with the SWRCB;

WHEREAS, IEUA has applied for and secured 19 SRF loan financing agreements from SWRCB for the Wastewater Treatment and Recycled Water Projects; and

WHEREAS, IEUA and the SWRCB have agreed to consolidate the System Obligation components of all financing agreements into to one System Obligation with consistent lien positions, financing terms and certain definitions.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors, that the consolidated System Obligation shall remain in effect throughout the term of SRF loan financing unless modification of such terms is approved in writing by the SWRCB.

ADOPTED this 19th day of July, 2017.

Steven J. Elie, President of the Inland Empire Utilities Agency* and of the Board of Directors thereof

ATTEST:

Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency* and of the Board of Directors Thereof

STATE OF CALIFORNIA)
)SS
COUNTY OF SAN BERNARDINO)

I, Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency*, DO
HEREBY CERTIFY that the foregoing Resolution being No. 2017-7-1, was adopted at a regular
Board Meeting on July 19, 2017, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jasmin A. Hall
Secretary/Treasurer of the Inland Empire
Utilities Agency* and of the Board of
Directors thereof

(SEAL)

*A Municipal Water District



INLAND EMPIRE UTILITIES AGENCY
AND
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

MASTER AMENDMENT NO. 1

Amending:

#	Agreement No.	Project No.	Original execution date and subsequent amendment dates, if any
1	02-807-550	C-06-4846-110	October 8, 2003
2	02-808-550	C-06-4846-120	October 8, 2003
3	02-809-550	C-06-4846-130	October 29, 2003; July 14, 2004; June 16, 2008; July 1, 2011 and May 23, 2014
4	03-808-550	C-06-4846-140	January 27, 2005
5	03-809-550	C-06-4846-150	December 13, 2004
6	03-803-550	C-06-4846-160	March 15, 2004; October 8, 2004
7	06-810-550	C-06-4899-110	May 31, 2007; December 7, 2007; November 30, 2009
8	07-821-550	C-06-4900-110	June 12, 2008; November 19, 2008; November 30, 2009
9	07-822-550	C-06-4900-120	June 26, 2008; November 19, 2008; November 30, 2009
10	07-823-550	C-06-4900-130	June 12, 2008; November 19, 2008; November 30, 2009
11	08-835-550	C-06-5176-110	July 1, 2009; November 16, 2009
12	08-849-550	C-06-5176-120	July 1, 2009; November 16, 2009
13	08-850-550	C-06-5176-130	July 1, 2009; November 16, 2009
14	08-851-550	C-06-5176-140	July 1, 2009; February 4, 2010
15	11-813-550	C-06-5319-110	August 19, 2011; June 20, 2013; May 5, 2015
16	08-837-550	C-06-5327-110	August 25, 2009, February 4, 2010; October 3, 2011; March 15, 2012; August 14, 2012
17	08-823-550	C-06-5332-110	June 19, 2009; February 4, 2010
18	13-835-550	C-06-5318-110	June 26, 2014; May 29, 2015; December 31, 2015; March 20, 2017
19	13-815-550	C-06-7885-110	April 29, 2014; March 8, 2017

INLAND EMPIRE UTILITIES AGENCY:

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: P. Joseph Grindstaff
Title: General Manager

By: _____
Name: Leslie Laudon
Title: Deputy Director, Division of Financial Assistance

Date: _____

Date: _____

WHEREAS the Inland Empire Utilities Agency (Agency) and the California State Water Resources Control Board (State Water Board) have previously entered into the nineteen (19) Clean Water State Revolving Fund financing agreements (Agreements) identified on the first page of this document to finance capital improvements to the Agency's wastewater and water recycling infrastructure;

WHEREAS the Agency and the State Water Board wish to amend the Agreements to clarify the lien positions, financing terms and certain definitions to provide consistency among the Agreements and to reflect the Agency's and the State Water Board's intentions with respect to the Agreements;

WHEREAS for the purposes of clarity and conformity, the Agency and the State Water Board propose to amend the Agreements with one master amendment rather than nineteen separate amendments;

WHEREAS the State Water Board authorized the Deputy Director of the Division of Financial Assistance to amend the agreements in Resolution 2016-0056;

WHEREAS the Agency and the State Water Board each possess the authority to enter into this Master Amendment No. 1,

NOW THEREFORE the Agency and the State Water Board mutually agree to amend the Agreements, as set forth below:

1. Section 3 of Exhibit A of Agreement No. 02-807-550, No. 02-808-550, No. 02-809-550, No. 03-808-550, No. 03-809-550, No. 03-803-550, No. 06-810-550, No. 07-821-550, No. 07-822-550, and No. 07-823-550; and Section 1.1 of Agreement No. 08-835-550, No. 08-849-550, No. 08-850-550, No. 08-851-550, No. 11-813-550, No. 08-837-550, No. 08-823-550, No. 13-835-550, and No. 13-815-550 is hereby amended to include the following defined terms, and to the extent any of the following definitions differ or conflict with the definitions in the Agreements, the defined terms set forth below shall control:

"Date of Operation" means, with respect to any uncompleted Parity Project, the estimated date by which such uncompleted Parity Project will have been completed and, in the opinion of an engineer, will be ready for operation by or on behalf of the Recipient.

"Debt Service" means, for any Fiscal Year, the sum of:

- (a) The interest payable during such Fiscal Year on all outstanding System Obligations, assuming that all outstanding serial System Obligations are retired as scheduled and that all outstanding term System Obligations are prepaid or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program);
- (b) Those portions of the principal amount of all outstanding serial System Obligations maturing in such Fiscal Year (but excluding Excluded Principal);
- (c) Those portions of the principal amount of all outstanding term System Obligations required to be prepaid or paid in such Fiscal Year (but excluding Excluded Principal); and
- (d) Those portions of any other payments under System Obligations required to be made during such Fiscal Year (except to the extent the interest evidenced and represented thereby is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program); provided that, as to any such System

Obligations bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall, for all purposes, be assumed to bear interest at a fixed rate equal to the higher of 1) the actual rate on the date of calculation, or if such System Obligation is not yet outstanding, the initial rate (if established and binding), and 2) the highest average variable rate borne over a six month period during the preceding 24 months by outstanding variable rate debt issued by the Recipient or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued;

And provided further that if any series or issue of such System Obligation has twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year (and such principal is not Excluded Principal), Debt Service shall be determined for the Fiscal Year of determination as if the principal of and interest on such series or issue of such System Obligation were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of forty (40) years from the date of calculation;

And provided further that, as to any such System Obligation or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such System Obligations or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service in the Fiscal Year when due;

And provided further that if the System Obligations constitute Paired Obligations, the interest rate on such System Obligations shall be the resulting linked rate or the effective fixed interest rate to be paid by the Recipient with respect to such Paired Obligations;

And provided further that for System Obligations which are interest rate swap agreements which do not constitute Paired Obligations but for which an Independent Financial Consultant certifies that such System Obligation has a fixed spread component payable to the Recipient, Debt Service shall be credited by an amount equal to the lesser of (a) the average of the actual payment received by the Recipient over the last three Fiscal Years (or if outstanding less than three years, over the period outstanding) and (b) the fixed spread component.

“Enterprise Fund” means (i) all revenue accounts maintained by the Recipient as of the date of this Agreement other than the Water Resources Fund and (ii) any revenue account created after the date of this Agreement and designated by the Chief Financial Officer of the Recipient as a part of the Enterprise Fund.

“Excluded Principal” means each payment of principal of System Obligations with a maturity of less than 42 months and which the Recipient specifies in a certificate signed by the General Manager of the Recipient and filed with the trustee for the System Obligation that the Recipient intends to pay from the proceeds of System Obligations, other bonds, notes or other obligations of the Recipient or moneys other than Revenues or Net Revenues. No such determination shall affect the security for such System Obligations or the obligation of the Recipient to pay such System Obligations from Net Revenues.

“Fiscal Year” means the period beginning on July 1 of each year and ending on the last day of June of the next succeeding year, or any other twelve-month period selected and designated as the official Fiscal Year of the Recipient.

“Generally Accepted Accounting Principles” means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

"Independent Certified Public Accountant" means any firm of certified public accountants appointed by the Recipient, each of whom is independent of the Recipient pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

"Independent Financial Consultant" means a financial consultant or firm of such consultants appointed by the Recipient, and who, or each of whom: (1) is in fact independent and not under domination of the Recipient; (2) does not have any substantial interest, direct or indirect, with the Recipient; and (3) is not connected with the Recipient as an officer or employee thereof, but who may be regularly retained to make reports thereto.

"Maximum Annual Debt Service" means the maximum amount of Debt Service that is due on System Obligations in any Fiscal Year during the period commencing with the Fiscal Year for which such calculation is made and terminating with the last Fiscal Year in which such Debt Service for any System Obligations will become due.

"Net Revenues" means, for any Fiscal Year, the Revenues for such Fiscal Year less the Operation and Maintenance Costs for such Fiscal Year.

"Operations and Maintenance Costs" means (1) costs spent or incurred for maintenance and operation of the System calculated in accordance with Generally Accepted Accounting Principles, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve the System in good repair and working order, and including administrative costs of the Recipient that are charged directly or apportioned to the System, including but not limited to salaries and wages of employees, payments to the Public Employees Retirement System, overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys, consultants or engineers and insurance premiums, and including all other reasonable and necessary costs of the Recipient or charges required to be paid by it to comply with the terms of this Agreement or any other Parity Contract or Senior Contract or of any resolution or indenture authorizing the issuance of any Parity Bonds or Senior Bonds or of such Parity Bonds or Senior Bonds, and (2) all payments under Operation and Maintenance Obligations, but excluding in all cases depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles, including amortization of water rights, unrealized losses on investments, write offs of the value of any impaired assets or other bookkeeping entries of a similar nature.

"Operation and Maintenance Obligation" means any contractual obligation with respect to any facilities, properties, structures, works, services, water or rights to receive water, or any loan of credit to or guaranty of debts, claims or liabilities of any other person (including a joint powers agency of which the Recipient is a member) with respect to any facilities, properties, structures, works, services, water or rights to receive water, so long as in each case the payments thereunder are designated as Operation and Maintenance Costs by the Board of Directors of the Recipient; provided however System Obligations shall not constitute Operation and Maintenance Obligations, and in no instance will an Operation and Maintenance Obligation include provisions for the financing of construction or acquisition of any of the Recipient's facilities, structures, or works.

"Paired Obligations" means any System Obligation (or portion thereof) designated as Paired Obligations in the resolution, indenture or other document authorizing the issuance or execution and delivery thereof, which are simultaneously issued or executed and delivered (i) the principal of which is of equal amount maturing and to be redeemed or prepaid (or cancelled after acquisition thereof) on the same dates and in the same amounts, and (ii) the interest rates which, taken together, are reasonably expected to result in a fixed interest rate obligation of the Recipient for the term of such System Obligation, as determined by an Independent Financial Consultant in writing.

"Parity Bonds" means all revenue bonds or notes of the Recipient authorized, executed, issued and delivered by the Recipient, the payments of which are payable from Net Revenues on a parity with the Installment Payments.

“Parity Contracts” means this Agreement and any amendments and supplements hereto, and all contracts of the Recipient previously or hereafter authorized and executed by the Recipient, the Parity Installment Payments under which are payable from Net Revenues on a parity with the Installment Payments, but excluding contracts entered into for operation and maintenance of the System.

“Parity Debt Service” means, for any Fiscal Year, the sum of:

- (a) The interest payable during such Fiscal Year on all outstanding Parity Bonds, assuming that all outstanding serial Parity Bonds are retired as scheduled and that all outstanding term Parity Bonds are prepaid or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program);
- (b) Those portions of the principal amount of all outstanding serial Parity Bonds maturing in such Fiscal Year (but excluding Excluded Principal);
- (c) Those portions of the principal amount of all outstanding term Parity Bonds required to be prepaid or paid in such Fiscal Year (but excluding Excluded Principal); and
- (d) Those portions of the Parity Installment Payments required to be made during such Fiscal Year (except to the extent the interest evidenced and represented thereby is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program); provided that, as to any such Parity Bonds or Parity Installment Payments bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Parity Debt Service shall, for all purposes, be assumed to bear interest at a fixed rate equal to the higher of 1) the actual rate on the date of calculation, or if such Parity Contract or Parity Bond is not yet outstanding, the initial rate (if established and binding), and 2) the highest average variable rate borne over a six month period during the preceding 24 months by outstanding variable rate debt issued by the Recipient or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued;

And provided further that if any series or issue of such Parity Bonds or Parity Installment Payments have twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year (and such principal is not Excluded Principal), Parity Debt Service shall be determined for the Fiscal Year of determination as if the principal of and interest on such series or issue of such Parity Bonds or Parity Installment Payments were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of forty (40) years from the date of calculation;

And provided further that, as to any such Parity Bonds or Parity Installment Payments or portions thereof bearing no interest but which are sold at a discount and which discount accretes with respect to such Parity Bonds or Parity Installment Payments or portions thereof, such accreted discount shall be treated as interest in the calculation of Parity Debt Service in the Fiscal Year when due;

And provided further that if the Parity Bonds or Parity Contracts constitute Paired Obligations, the interest rate on such Parity Bonds or Parity Contracts shall be the resulting linked rate or the effective fixed interest rate to be paid by the Recipient with respect to such Paired Obligations;

And provided further that for Parity Contracts which are interest rate swap agreements which do not constitute Paired Obligations but for which an Independent Financial Consultant certifies that such Parity Contracts has a fixed spread component payable to the Recipient, Parity Debt Service shall be credited by an amount equal to the lesser of (a) the average of the actual payment received by the Recipient over the last three Fiscal Years (or if outstanding less than three years, over the period outstanding) and (b) the fixed spread component.

"Parity Installment Payments" means the payments of interest and principal or other scheduled payments scheduled to be paid by the Recipient under and pursuant to the Parity Contracts.

"Parity Project" means any additions, betterments, extensions or improvements to the System designated by the Board of Directors of the Recipient as a Parity Project, the acquisition and construction of which is to be paid for with the proceeds of any Parity Contracts or Parity Bonds.

"Revenues" means all income, rents, rates, fees, charges and other moneys derived from the ownership or operation of the System, including, without limiting the generality of the foregoing,

- (a) All income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys derived by the Recipient from the sale, furnishing and supplying of sewer services, composting services or other services, facilities, and commodities sold, furnished or supplied through the facilities of or in the conduct or operation of the business of the System, including the Recipient's share of the County of San Bernardino's 1% ad valorem property tax (to the extent allocated to the Enterprise Fund), determined in accordance with Generally Accepted Accounting Principles, plus
- (b) The earnings on and income derived from the investment of the amounts described in clauses (1) hereof, including the Recipient's share of the County of San Bernardino's 1% ad valorem property tax (to the extent allocated to the Enterprise Fund), and the general unrestricted funds of the Recipient,

But excluding in all cases revenues derived from ownership or operation of the Water System, customer deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the Recipient, and excluding any proceeds of taxes restricted by law to be used by the Recipient to pay bonds hereafter issued.

"Senior Bonds" means all revenue bonds or notes of the Recipient authorized, executed, issued and delivered by the Recipient, the payments of which are payable from Net Revenues on a basis senior to the Installment Payments.

"Senior Contracts" means this Agreement and any amendments and supplements hereto, and all contracts of the Recipient previously or hereafter authorized and executed by the Recipient, the Senior Installment Payments under which are payable from Net Revenues on a basis senior to the Installment Payments, but excluding contracts entered into for operation and maintenance of the System.

"Senior Debt Service" means, for any Fiscal Year, the sum of:

- (a) The interest payable during such Fiscal Year on all outstanding Senior Bonds, assuming that all outstanding serial Senior Bonds are retired as scheduled and that all outstanding term Senior Bonds are prepaid or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program);

- (b) Those portions of the principal amount of all outstanding serial Senior Bonds maturing in such Fiscal Year (but excluding Excluded Principal);
- (c) Those portions of the principal amount of all outstanding term Senior Bonds required to be prepaid or paid in such Fiscal Year (but excluding Excluded Principal); and
- (d) Those portions of the Senior Installment Payments required to be made during such Fiscal Year (except to the extent the interest evidenced and represented thereby is capitalized or is reasonably anticipated to be reimbursed to the Recipient by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111 5, 23 Stat. 115 (2009), enacted February 17, 2009), or any future similar program);

Provided that, as to any such Senior Bonds or Senior Installment Payments bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Senior Debt Service shall, for all purposes, be assumed to bear interest at a fixed rate equal to the higher of 1) the actual rate on the date of calculation, or if such Senior Contract or Senior Bond is not yet outstanding, the initial rate (if established and binding), and 2) the highest average variable rate borne over a six month period during the preceding 24 months by outstanding variable rate debt issued by the Recipient or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued.

“Senior Installment Payments” means the payments of interest and principal or other scheduled payments scheduled to be paid by the Recipient under and pursuant to the Senior Contracts.

“System” means all facilities, land, and property rights of the Recipient, including the Project, and including all properties, structures or works hereafter acquired or constructed by the Recipient and determined to be part of the System, together with all additions, betterments, extensions and improvements to such facilities, properties, structures or works, or any part thereof hereafter acquired or constructed, other than the Water System.

“System Obligation” means any obligation of the Recipient secured by or payable from Revenues or Net Revenues, including this Obligation and obligations listed in Exhibit F or Exhibit J, and including without limitation Senior Bonds, Senior Contracts, Parity Bonds, Parity Contracts, and such obligations that are payable on a subordinate basis to this Obligation, Parity Bonds, or Parity Contracts, and additional such obligations as may hereafter be issued in accordance with the provisions of such obligations and this Agreement.

“Water System” means the whole and each and every part of the imported water system of the Recipient, including the portion thereof existing on the date hereof, and including all additions, betterments, extensions and improvements to such imported water system or any part thereof hereafter acquired or constructed.

2. Section 4 of Exhibit B (including 4.1 through 4.5) of Agreement No. 02-807-550, No. 02-808-550, No. 02-809-550, No. 03-808-550, No. 03-809-550, No. 03-803-550, No. 06-810-550, No. 07-821-550, No. 07-822-550, and No. 07-823-550 is hereby amended and restated in its entirety, and to the extent the following provisions differ or conflict with the provisions in Section 4 of the foregoing Agreements, the provisions set forth below shall govern:

- 4.1 Establishment of Enterprise Fund. In order to carry out its System Obligations, including the Obligation, the Recipient agrees and covenants that it has established and maintained the Enterprise Fund. All Revenues received shall be deposited when and as received in trust in the Enterprise Fund. To the extent required in Exhibit D or elsewhere in this Agreement, the Recipient agrees to establish and maintain a Reserve Fund.

- 4.2 Pledge of Revenues, Enterprise Fund and Reserve Fund. The Obligation hereunder shall be secured by a lien on and pledge of the Enterprise Fund and Revenues on a junior and subordinate basis to the Senior Bonds and Senior Contracts and on parity with the Parity Bonds and Parity Contracts. The Obligation hereunder shall be additionally secured by a lien on and pledge of any Reserve Fund specified in Exhibit D or elsewhere in this Agreement. The Recipient hereby pledges and grants such subordinate lien on and pledge of the Enterprise Fund and Revenues, and such lien on and pledge of any Reserve Fund specified in Exhibit D or elsewhere in this Agreement, to secure the Obligations, including payment of Installment Payments and Additional Payments hereunder. The Revenues in the Enterprise Fund shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Recipient.
- 4.3 Application and Purpose of the Enterprise Fund. The Recipient shall, from the moneys in the Enterprise Fund, pay all Operation and Maintenance Costs (including amounts reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required) as such Operation and Maintenance Costs become due and payable. All remaining moneys in the Enterprise Fund shall thereafter be applied by the Recipient for the following purposes, in the following order of priority:
- (a) Senior Bonds and Senior Installment Payments. The Recipient shall, from the moneys in the Enterprise Fund, transfer to the applicable (i) trustee for deposit in the respective payment fund, or (ii) payee, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any Senior Debt Service in accordance with the provisions of any Senior Bond or Senior Contract.
 - (b) Senior Bonds and Senior Contracts Reserve Accounts. The Recipient shall, from the remaining moneys in the Enterprise Fund, on or before the date required by the applicable Senior Bond or Senior Contract, without preference or priority and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the applicable trustee for reserve funds and/or accounts, if any, as may have been established in connection with Senior Bonds or Senior Contracts, that sum, if any, necessary to restore such reserve funds and/or accounts to an amount equal to the required balance.
 - (c) Surplus. Moneys on deposit in the Enterprise Fund on any date when the Recipient reasonably expects such moneys will not be necessary to make any of the payments required above shall be expended by the Recipient for the following purposes, in the following priority:
 - (i) The Recipient shall, from the moneys in the Enterprise Fund, transfer to the applicable (i) trustee for deposit in the respective payment fund, or (ii) payee, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any Parity Debt Service, including the Obligation, in accordance with the provisions of any Parity Bond or Parity Contract.
 - (ii) The Recipient shall from the remaining moneys in the Enterprise Fund, on or before the date required by the applicable Parity Bond or Parity Contract, without preference or priority and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the applicable trustee for reserve funds and/or accounts, if any, as may have been established in connection with Parity Bonds or Parity Contracts, that sum, if any, necessary to restore such reserve funds and/or accounts to an amount equal to the required balance, including any Reserve Fund specified in Exhibit D or elsewhere in this Agreement.
 - (iii) Moneys on deposit in the Enterprise Fund on any date when the Recipient reasonably expects such moneys will not be necessary to make any of the payments required above may be expended by the Recipient at any time for any purpose permitted by law, subject to compliance with the other provisions of this Agreement.

4.4 Amounts of Rates and Charges.

- (a) To the fullest extent permitted by law, the Recipient shall fix and prescribe, at the commencement of each Fiscal Year, rates and charges with respect to the System which are reasonably expected to be at least sufficient to yield during each Fiscal Year Revenues in the amounts necessary to cover Operations and Maintenance Costs, and Net Revenues equal to at least one hundred twenty percent (120%) of Maximum Annual Debt Service with respect to all outstanding senior System Obligations, and at least one hundred fifteen percent (115%) of Maximum Annual Debt Service with respect to all outstanding System Obligations, so long as System Obligations other than this Obligation are outstanding. Except where System Obligations are defeased pursuant to refunding obligations, upon defeasance of all System Obligations other than this Obligation, this ratio shall be 110%.
- (b) The Recipient may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the Net Revenues from such reduced rates and charges are reasonably expected to be sufficient to meet the requirements of this Section 4.4.
- (c) For avoidance of doubt, so long as the Recipient has complied with its obligations set forth in subdivisions a. and b. of this Section 4.4, above, the failure of Net Revenues to meet the threshold set forth in subdivisions (a) of this Section 4.4, above at the end of a Fiscal Year shall not constitute a default or an Event of Default so long as the Recipient has complied with subdivisions (a) of this Section 4.4, at the commencement of the succeeding Fiscal Year.

4.5 Additional Debt.

- (a) Issuance of Additional Senior Obligations. Notwithstanding anything to the contrary set forth in this Agreement, the Recipient may execute any Senior Contract or issue any Senior Bonds, as the case may be, solely for the purpose of refunding outstanding Senior Bonds and Senior Contracts if, after giving effect to the application of the proceeds thereof, total Senior Debt Service will not be increased in any Fiscal Year in which any CWSRF loan to the Recipient that is secured by Revenues (outstanding on the date of issuance or incurrence of such refunding Senior Bonds and Senior Contracts) is outstanding, thereby not diminishing the Recipient's ability to repay its CWSRF Obligations, and if the refunding obligation has the same or earlier repayment term as the refunded Senior Contract or Senior Bond.
- (b) Issuance of Additional Parity or Subordinate Obligations. The Recipient may at any time execute any System Obligation on a parity or subordinate basis to this Obligation if Net Revenues in the most recent Fiscal Year, excluding transfers from a rate stabilization fund, if any, meet the applicable ratio specified in 4.4(a), above, with respect to all outstanding and proposed System Obligations, and if the Recipient is in compliance with any reserve fund requirement of this Obligation.

Parity Bonds or Parity Contracts may be issued or incurred, as the case may be, to refund outstanding Parity Bonds or Parity Contracts if such refunding Parity Bonds or Parity Contracts have the same or earlier repayment term as the refunded Parity Bonds or Parity Contracts, and if, after giving effect to the application of the proceeds thereof, Debt Service will not be increased in any Fiscal Year in which any CWSRF loan to the Recipient that is secured by Revenues (outstanding on the date of issuance or incurrence of such refunding Parity Bonds or Parity Contracts) is outstanding.

- 3. Section 3.6 of Agreement No. 08-835-550, No. 08-849-550, No. 08-850-550, No. 08-851-550,

No. 08-823-500 and No. 08-837-550 is hereby amended and restated in its entirety, and to the extent the following provisions differ or conflict with the provisions in Section 3.6 of the foregoing Agreements, the provisions set forth below shall govern:

3.6 Pledge; Rates, Fees and Charges; Additional Debt

- (a) **Establishment of Enterprise Fund.** In order to carry out its System Obligations, including the Obligation, the Recipient agrees and covenants that it has established and maintained the Enterprise Fund. All Revenues received shall be deposited when and as received in trust in the Enterprise Fund. To the extent required in Exhibit D or elsewhere in this Agreement, the Recipient agrees to establish and maintain a Reserve Fund.
- (b) **Pledge of Revenues, Enterprise Fund and Reserve Fund.** The Obligation hereunder shall be secured by a lien on and pledge of the Enterprise Fund and Revenues on a junior and subordinate basis to the Senior Bonds and Senior Contracts and on parity with the Parity Bonds and Parity Contracts. The Obligation hereunder shall be additionally secured by a lien on and pledge of any Reserve Fund specified in Exhibit D or elsewhere in this Agreement. The Recipient hereby pledges and grants such subordinate lien on and pledge of the Enterprise Fund and Revenues, and such lien on and pledge of any Reserve Fund specified in Exhibit D or elsewhere in the Agreement, to secure the Obligations, including payment of Installment Payments and Additional Payments hereunder. The Revenues in the Enterprise Fund shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Recipient.
- (c) **Application and Purpose of the Enterprise Fund.** The Recipient shall, from the moneys in the Enterprise Fund, pay all Operation and Maintenance Costs (including amounts reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required) as such Operation and Maintenance Costs become due and payable. All remaining moneys in the Enterprise Fund shall thereafter be applied by the Recipient for the following purposes, in the following order of priority:
 - (i) **Senior Bonds and Senior Installment Payments.** The Recipient shall, from the moneys in the Enterprise Fund, transfer to the applicable (i) trustee for deposit in the respective payment fund, or (ii) payee, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any Senior Debt Service in accordance with the provisions of any Senior Bond or Senior Contract.
 - (ii) **Senior Bonds and Senior Contracts Reserve Accounts.** The Recipient shall, from the remaining moneys in the Enterprise Fund, on or before the date required by the applicable Senior Bond or Senior Contract, without preference or priority and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the applicable trustee for reserve funds and/or accounts, if any, as may have been established in connection with Senior Bonds or Senior Contracts, that sum, if any, necessary to restore such reserve funds and/or accounts to an amount equal to the required balance.
 - (iii) **Surplus.** Moneys on deposit in the Enterprise Fund on any date when the Recipient reasonably expects such moneys will not be necessary to make any of the payments required above shall be expended by the Recipient for the following purposes, in the following priority:
 - (A) The Recipient shall, from the moneys in the Enterprise Fund, transfer to the applicable (i) trustee for deposit in the respective payment fund, or (ii) payee, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any Parity Debt Service, including the Obligation, in accordance with the provisions of any Parity Bond or Parity Contract.

(B) The Recipient shall from the remaining moneys in the Enterprise Fund, on or before the date required by the applicable Parity Bond or Parity Contract, without preference or priority and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the applicable trustee for reserve funds and/or accounts, if any, as may have been established in connection with Parity Bonds or Parity Contracts, that sum, if any, necessary to restore such reserve funds and/or accounts to an amount equal to the required balance, including any Reserve Fund specified in Exhibit D or elsewhere in this Agreement.

(C) Moneys on deposit in the Enterprise Fund on any date when the Recipient reasonably expects such moneys will not be necessary to make any of the payments required above may be expended by the Recipient at any time for any purpose permitted by law, subject to compliance with the other provisions of this Agreement.

(d) Amounts of Rates, Fees and Charges.

(i) To the fullest extent permitted by law, the Recipient shall fix and prescribe, at the commencement of each Fiscal Year, rates and charges with respect to the System which are reasonably expected to be at least sufficient to yield during each Fiscal Year Revenues in the amounts necessary to cover Operations and Maintenance Costs, and Net Revenues equal to at least one hundred twenty percent (120%) of Maximum Annual Debt Service with respect to all outstanding senior System Obligations, and at least one hundred fifteen percent (115%) of Maximum Annual Debt Service with respect to all outstanding System Obligations, so long as System Obligations other than this Obligation are outstanding. Except where System Obligations are defeased pursuant to refunding obligations, upon defeasance of all System Obligations other than this Obligation, this ratio shall be 110%.

(ii) The Recipient may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the Net Revenues from such reduced rates and charges are reasonably expected to be sufficient to meet the requirements of this Section 3.6(d).

(iii) For avoidance of doubt, so long as the Recipient has complied with its obligations set forth in subdivisions (i) of this Section 3.6(d), above, the failure of Net Revenues to meet the threshold set forth in subdivisions (i) of this Section 3.6(d), above at the end of a Fiscal Year shall not constitute a default or an Event of Default so long as the Recipient has complied with subdivisions (i) and (ii) of this Section 3.6(d), at the commencement of the succeeding Fiscal Year.

(e) Additional Debt.

(i) Issuance of Additional Senior Obligations. Notwithstanding anything to the contrary set forth in this Agreement, the Recipient may execute any Senior Contract or issue any Senior Bonds, as the case may be, solely for the purpose of refunding outstanding Senior Bonds and Senior Contracts if, after giving effect to the application of the proceeds thereof, total Senior Debt Service will not be increased in any Fiscal Year in which any CWSRF loan to the Recipient that is secured by Revenues (outstanding on the date of issuance or incurrence of such refunding Senior Bonds and Senior Contracts) is outstanding, thereby not diminishing the Recipient's ability to repay its CWSRF Obligations, and if the refunding obligation has the same or earlier repayment term as the refunded Senior Contract or Senior Bond.

- (ii) Issuance of Additional Parity or Subordinate Obligations. The Recipient may at any time execute any System Obligation on a parity or subordinate basis to this Obligation if Net Revenues in the most recent Fiscal Year, excluding transfers from a rate stabilization fund, if any, meet the applicable ratio specified in 3.6(d), above, with respect to all outstanding and proposed System Obligations, and if the Recipient is in compliance with any reserve fund requirement of this Obligation

Parity Bonds or Parity Contracts may be issued or incurred, as the case may be, to refund outstanding Parity Bonds or Parity Contracts if such refunding Parity Bonds or Parity Contracts have the same or earlier repayment term as the refunded Parity Bonds or Parity Contracts, and if, after giving effect to the application of the proceeds thereof, Debt Service will not be increased in any Fiscal Year in which any CWSRF loan to the Recipient that is secured by Revenues (outstanding on the date of issuance or incurrence of such refunding Parity Bonds or Parity Contracts) is outstanding.

4. Section 3.7 of Agreement No. 11-813-550, No. 13-835-550, and No. 13-815-550 is hereby amended and restated in its entirety:

3.7 Pledge; Rates, Fees and Charges; Additional Debt

- (a) Establishment of Enterprise Fund. In order to carry out its System Obligations, including the Obligation, the Recipient agrees and covenants that it has established and maintained the Enterprise Fund. All Revenues received shall be deposited when and as received in trust in the Enterprise Fund. To the extent required in Exhibit D or elsewhere in this Agreement, the Recipient agrees to establish and maintain a Reserve Fund.
- (b) Pledge of Revenues, Enterprise Fund and Reserve Fund. The Obligation hereunder shall be secured by a lien on and pledge of the Enterprise Fund and Revenues on a junior and subordinate basis to the Senior Bonds and Senior Contracts and on parity with the Parity Bonds and Parity Contracts. The Obligation hereunder shall be additionally secured by a lien on and pledge of any Reserve Fund specified in Exhibit D or elsewhere in this Agreement. The Recipient hereby pledges and grants such subordinate lien on and pledge of the Enterprise Fund and Revenues, and such lien on and pledge of any Reserve Fund specified in Exhibit D or elsewhere in the Agreement, to secure the Obligations, including payment of Installment Payments and Additional Payments hereunder. The Revenues in the Enterprise Fund shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Recipient.
- (c) Application and Purpose of the Enterprise Fund. The Recipient shall, from the moneys in the Enterprise Fund, pay all Operation and Maintenance Costs (including amounts reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required) as such Operation and Maintenance Costs become due and payable. All remaining moneys in the Enterprise Fund shall thereafter be applied by the Recipient for the following purposes, in the following order of priority:
- (i) Senior Bonds and Senior Installment Payments. The Recipient shall, from the moneys in the Enterprise Fund, transfer to the applicable (i) trustee for deposit in the respective payment fund, or (ii) payee, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any Senior Debt Service in accordance with the provisions of any Senior Bond or Senior Contract.
- (ii) Senior Bonds and Senior Contracts Reserve Accounts. The Recipient shall, from the remaining moneys in the Enterprise Fund, on or before the date required by the applicable

Senior Bond or Senior Contract, without preference or priority and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the applicable trustee for reserve funds and/or accounts, if any, as may have been established in connection with Senior Bonds or Senior Contracts, that sum, if any, necessary to restore such reserve funds and/or accounts to an amount equal to the required balance.

(iii) **Surplus.** Moneys on deposit in the Enterprise Fund on any date when the Recipient reasonably expects such moneys will not be necessary to make any of the payments required above shall be expended by the Recipient for the following purposes, in the following priority:

(A) The Recipient shall, from the moneys in the Enterprise Fund, transfer to the applicable (i) trustee for deposit in the respective payment fund, or (ii) payee, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any Parity Debt Service, including the Obligation, in accordance with the provisions of any Parity Bond or Parity Contract.

(B) The Recipient shall from the remaining moneys in the Enterprise Fund, on or before the date required by the applicable Parity Bond or Parity Contract, without preference or priority and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the applicable trustee for reserve funds and/or accounts, if any, as may have been established in connection with Parity Bonds or Parity Contracts, that sum, if any, necessary to restore such reserve funds and/or accounts to an amount equal to the required balance, including any Reserve Fund specified in Exhibit D or elsewhere in this Agreement.

(C) Moneys on deposit in the Enterprise Fund on any date when the Recipient reasonably expects such moneys will not be necessary to make any of the payments required above may be expended by the Recipient at any time for any purpose permitted by law, subject to compliance with the other provisions of this Agreement.

(d) Amounts of Rates, Fees and Charges.

(i) To the fullest extent permitted by law, the Recipient shall fix and prescribe, at the commencement of each Fiscal Year, rates and charges with respect to the System which are reasonably expected to at least one hundred twenty percent (120%) of Maximum Annual Debt Service with respect to all outstanding senior System Obligations, and at least one hundred fifteen (115%) of Maximum Annual Debt Service with respect to all outstanding System Obligations, so long as System Obligations other than this Obligation are outstanding. Except where System Obligations are defeased pursuant to refunding obligations, upon defeasance of all System Obligations other than this Obligation, this ratio shall be 110%.

(ii) The Recipient may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the Net Revenues from such reduced rates and charges are reasonably expected to be sufficient to meet the requirements of this Section 3.7(d).

(iii) For avoidance of doubt, so long as the Recipient has complied with its obligations set forth in subdivisions (i) of this Section 3.7(d), above, the failure of Net Revenues to meet the threshold set forth in subdivisions (i) of this Section 3.7(d), above at the end of a Fiscal Year shall not constitute a default or an Event of Default so long as the Recipient has complied with subdivisions (i) of this Section 3.7(d), at the commencement of the succeeding Fiscal Year.

(e) Additional Debt.

- (i) Issuance of Additional Senior Obligations. Notwithstanding anything to the contrary set forth in this Agreement, the Recipient may execute any Senior Contract or issue any Senior Bonds, as the case may be, solely for the purpose of refunding outstanding Senior Bonds and Senior Contracts if, after giving effect to the application of the proceeds thereof, total Senior Debt Service will not be increased in any Fiscal Year in which any CWSRF loan to the Recipient that is secured by Revenues (outstanding on the date of issuance or incurrence of such refunding Senior Bonds and Senior Contracts) is outstanding, thereby not diminishing the Recipient's ability to repay its CWSRF Obligations, and if the refunding obligation has the same or earlier repayment term as the refunded Senior Contract or Senior Bond.
- (ii) Issuance of Additional Parity or Subordinate Obligations. The Recipient may at any time execute any System Obligation on a parity or subordinate basis to this Obligation if Net Revenues in the most recent Fiscal Year, excluding transfers from a rate stabilization fund, if any, meet the applicable ratio specified in 3.7(d), above, with respect to all outstanding and proposed System Obligations, and if the Recipient is in compliance with any reserve fund requirement of this Obligation.

Bonds or Parity Contracts may be issued or incurred, as the case may be, to refund outstanding Parity Bonds or Parity Contracts if such refunding Parity Bonds or Parity Contracts have the same or earlier repayment term as the refunded Parity Bonds or Parity Contracts, and if, after giving effect to the application of the proceeds thereof, Debt Service will not be increased in any Fiscal Year in which any CWSRF loan to the Recipient that is secured by Revenues (outstanding on the date of issuance or incurrence of such refunding Parity Bonds or Parity Contracts) is outstanding.

5. Exhibit J of Agreement No. 02-807-550, No. 02-808-550, No. 02-809-550, No. 03-808-550, No. 03-809-550, No. 03-803-550, No. 06-810-550, No. 07-821-550, No. 07-822-550, and No. 07-823-550 is hereby amended and replaced in its entirety by Exhibit J to this Master Amendment No. 1.
6. Exhibit F of Agreement No. 08-835-550, No. 08-849-550, No. 08-850-550, No. 08-851-550, No. 11-813-550, No. 08-837-550, No. 08-823-550, No. 13-835-550, and No. 13-815-550 is hereby amended and replaced in its entirety by Exhibit F to this Master Amendment No. 1.
7. Section D.3 in Exhibit D to Agreement No. 08-835-550, No. 08-849-550, No. 08-850-550, and No. 08-851-550 is hereby amended and replaced in its entirety:

D.3. Notwithstanding anything to the contrary in the definition in Section 1.1 of Article I of this Agreement, "revenues" includes but is not limited to revenue from the following sources:

- (a) Revenue from the Metropolitan Water District of Southern California (MWD) derived from mutual obligations under the Local Project Program Agreement regarding the system;
- (b) Revenue from wholesale recycled water; and
- (c) Revenue from the Regional Wastewater Capital Fund.

EXHIBIT F – SCHEDULE OF MATERIAL OBLIGATIONS

Except for the following and the Obligation evidenced by this Agreement, the Recipient certifies that it has no outstanding System Obligations:

The following outstanding debt is senior to the Obligation:

Title	Par Amount	End Date
2008B Revenue Refunding Bonds	\$55,675,000	06/2032
2010A Revenue Refunding Bonds	\$45,570,000	08/2022
2017A Refunding Bonds	\$67,615,000	11/2033

The following outstanding debt is on parity with the Obligation:

Title	Par Amount	End Date
C-06-4846-110	\$630,689	10/09/2023
C-06-4846-120	\$659,929	10/25/2023
C-06-4846-130	\$5,211,496	07/15/2024
C-06-4846-140	\$5,406,715	06/30/2025
C-06-4846-150	\$1,862,960	12/12/2024
C-06-4846-160	\$1,370,504	12/31/2024
C-06-4899-110	\$14,752,201	06/30/2028
C-06-4900-110	\$3,415,943	03/31/2029
C-06-4900-120	\$6,207,461	03/31/2029
C-06-4900-130	\$1,238,794	03/31/2029
C-06-5176-110	\$3,146,563	08/15/2030
C-06-5176-120	\$5,215,952	08/15/2030
C-06-5176-130	\$5,262,484	08/15/2030
C-06-5176-140	\$1,436,175	07/30/2030
C-06-5318-110	\$22,206,050	03/31/2049
C-06-5319-110	\$26,608,638	12/31/2034
C-06-5327-110	\$27,434,811	02/28/2032
C-06-5332-110	\$998,332	05/30/2030
C-06-7885-110	\$24,645,000	06/29/2047

The following outstanding debt is subordinate to the Obligation:

Title	Par Amount	End Date
SAWPA SARI Capacity Agreement	\$5,343,750	2017
City of Fontana Reimbursement Agreement	\$9,577,747	2028
LACSD District 21, Wastewater Disposal Agreement	\$4,089,976	2019

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**INFORMATION
ITEM**

4A



Date: July 19, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (7/12/17)
Finance and Administration Committee (7/12/17)

From:  P. Joseph Grindstaff
General Manager

 Christina Valencia
Executive Manager of Administrative Services/AGM

Subject: City of Upland Sewage Billing Error Review

RECOMMENDATION

This is an information item for the Board of Directors to receive and file.

BACKGROUND

The Regional Technical Committee has requested IEUA to prepare a detailed report and provide a recommendation as to the treatment of the City of Upland's reimbursement request of an overpayment in the amount of \$440,083 for the last three fiscal years.

On May 18, 2017, the Agency received the attached letter from the City of Upland (Upland) requesting reimbursement of \$440,083 for overpayment of monthly sewage service charges over the last three fiscal years. As stated in the letter, Upland discovered discrepancies in their billing system which resulted in a miscalculation in the number of volumetric equivalent dwelling units (EDUs) reported to IEUA. On June 6 (the first available date), Agency staff met with Upland representatives to review their work papers summarizing the finding.

As stated in the letter, most of the discrepancies relate to commercial accounts and the misapplication of the sewerage billing factor (SBF) and the bi-monthly billing factor. The SBF assignment is based on the nature of business according to Table 1 of the Regional Sewer Billing Procedures document. The businesses in Table 1 are assigned a SBF based on their wastewater strength. The volumetric EDUs billing for each business are calculated with the water use at the site multiplied by their SBF. The bi-monthly factor applies to the Upland's billing frequency for residential, commercial, and industrial accounts which are billed every other month. However, the commercial account water meters are read on a bi-monthly basis. Application of the bi-monthly factor to commercial accounts doubled the number of EDUs reported to IEUA.

Additionally, 118 residential houses within the northern sphere of Upland's sewer service area, but within the Agency's service area, had been incorrectly overcharged. For accounts outside its

City of Upland Sewage Billing Error Review
Page 2

service area, Upland applies a 1.50 factor to recover additional costs in providing service. This factor was also incorrectly applied to the Agency's monthly EDU rate resulting in an annual overcharge of \$230.55 per house.

Upland has agreed to work with the Agency to review the billing discrepancies discovered in their billing system and confirm the amount paid in error to IEUA over the last three fiscal years. Agency representatives from the Internal Audit and Planning departments met with the Upland staff on June 12 to begin a review of the documentation and confirm appropriate application of sewage billing factors and billing formulas.

Upon completion of the review, a final report with the confirmed amount will be provided to the Committee for final review and recommendation.

Attachment: City of Upland Letter



FINANCE DEPARTMENT
460 North Euclid Avenue
Upland, California 91786
Telephone (909) 931-4150

May 18, 2017

Ms. Christina Valencia
Chief Financial Officer/Assistant General Manager
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

Subject: Overpayment of EDU Sewerage Treatment Service

Dear Ms. Valencia:

As you know, a commercial user's sewerage treatment charge is based on his/her water usage, with a sewerage billing factor (SBF) representing his/her nature of business. During the last several years, the City of Upland has been implementing its (revised) water rate schedule in conjunction with your agency's five-year sewerage treatment rate increase schedule. To ensure both schedules are implemented correctly, the City has reviewed its commercial users' sewerage charge billing, and the outcome pertaining to sewerage treatment charge is noted below.

1) The City users have been billed bi-monthly. Each month, about half of the users are billed, and their EDU counts are multiplied by a factor of "2". However, for the City's commercial users, because their water usages have been read bi-monthly, the factor of "2" was incorrectly applied. This error resulted in doubling the commercial EDU reported to your agency.

2) Many commercial users had their SBF incorrectly applied, either higher or lower than the correct SBF noted in the current Exhibit J. Coupled with the incorrect bi-monthly billing factor of "2" above, a majority of their EDU counts resulted amounts being over reported to your agency.

3) In addition, two other EDU counts resulting in amounts being over reported were also discovered. The first was the incorrect category of the Western Christian School's worship facility situated within its campus as a separate and independent church. This worship facility is now considered as an integral part of this campus, which is billed entirely based on its student count. The second was the case of 118 residential houses within the northern sphere of the City's sewer service being overcharged for your agency's treatment service.

All together, the above resulted in an overpayment of \$440,083 for the last three years, of which the City is requesting a refund. The City will be available to present the details or supporting information at your availability. Please don't hesitate to contact me via email or at the above telephone number.

Misty Cheng
Interim Finance Manager

City of Upland

460 North Euclid Avenue, Upland, CA 91786-4732 • (909) 931-4100 • Fax (909) 931-4123 • TDD (909) 735-2929 • www.ci.upland.ca.us

INFORMATION
ITEM

4B

Date: July 19, 2017

To: The Honorable Board of Directors

Through: Engineering, Operations, and Water Resources Committee (7/12/17)
Finance and Administration Committee (7/12/17)

From:  P. Joseph Grindstaff
General Manager

Submitted by:  Chris Berch
Executive Manager of Engineering/Assistant General Manager

Shaun J. Stone 
Manager of Engineering

Subject: RP-2 Microturbine Contract Termination

RECOMMENDATION

This is an information item on the RP-2 Microturbine Project contract for the Board of Directors to receive and file.

BACKGROUND

Since 1990, Regional Water Recycling Plant No. 2 (RP-2) has produced renewable energy by fueling a cogeneration engine with digester gas. Due to stringent emissions limits imposed by South Coast Air Quality Management District (SCAQMD) Rule 1110.2, the engine is no longer able to operate in compliance. In anticipation of the engine shutdown, IEUA evaluated alternative technologies that could comply with environmental regulations while beneficially and cost effectively utilizing the digester gas produced on site in consideration of RP-2's scheduled decommissioning in January 2023.

Analysis showed that a digester gas-fueled microturbine was the most cost effective option. A prerequisite of the project's evaluation criteria was to achieve a return on investment within the remaining life of RP-2 (five years). On November 21, 2016, a Request for Proposal was advertised on *PlanetBids* to all microturbine suppliers. On February 15, 2017, IEUA awarded a design-build contract to Geveden Industrial to install a microturbine power plant at RP-2.

To mitigate the economic risks of this project, a termination clause was included in the contract. Under this provision, IEUA has the ability to stop all design and construction work on the project and terminate the contract in the event that Self-Generation Incentive Program (SGIP) funding

cannot be secured through the California Public Utilities Commission (CPUC). Without the SGIP funding, the project would not be able to achieve the desired return on investment.

IEUA initiated the SGIP application process in February 2017 with the expectation of submitting an application when the program opened in April 2017. Shortly before the program opened, the CPUC released an updated program handbook detailing existing and new SGIP requirements. One of the new requirements limited the amount of funding that self-generating projects could receive if they also planned to export a portion of the power back to the grid. Since the RP-2 microturbine would consistently export to the grid, it was determined that the SGIP funding available for the project would be significantly less than the original business case estimated, thereby inflating the return on investment beyond the remaining life of the facility. IEUA entered into negotiations with Geveden Industrial to determine if the capital costs could be reduced, but the two sides were unable to reach a mutually beneficial agreement. Based on the above, the contract will be terminated per the terms of the agreement.

Rejection of the contract is consistent with the Agency's Business Goal of Business Practices by applying fiscal responsibility in energy management projects.

PRIOR BOARD ACTION

On February 15, 2017, the Board of Directors awarded a design-build contract to Geveden Industrial for the not-to-exceed amount of \$1,876,809 and a ten-year service agreement in the amount of \$752,460.

IMPACT ON BUDGET

A total project budget of \$2,210,000 in the Regional Wastewater Operations and Maintenance (RO) Fund was approved for this project. The future year funding will be re-appropriated for energy management projects accordingly during the FY 2017/18 review of the Ten-Year Capital Improvement Plan.

PJG:CB:SS:jp

INFORMATION
ITEM

4D



Date: July 19, 2017

To: The Honorable Board of Directors

From: *for* P. Joseph Grindstaff *jab*
General Manager

Submitted by: Kathy Besser *jab*
Executive Manager of External Affairs and Policy Development / Assistant
General Manager

Subject: Public Outreach and Communication

RECOMMENDATION

This is an informational item for the Board of Directors to receive and file.

BACKGROUND

July (Smart Irrigation Month)

- July 12, IEUA Blood Drive, HQB (Mobile), 8:00 a.m. – 1:00 p.m.
- July 19, Employee Appreciation Picnic, HQ Picnic Area (Behind HQA), 11:30 a.m. – 3:00 p.m.

September

- September 6, Rolling Ridge Garden in Every School® Dedication, 13677 Calle San Marcos, Chino Hills, Time TBD
- September 20, Chino Day at the LA County Fair, Pomona Fairplex (1101 W. McKinley Avenue, Pomona), 9:00 a.m. – 1:00 p.m.

Outreach/Education - Civic Publications Newspaper Campaign

- IEUA is working with Civic Publications to update the KickWaterWaste.com micro-site.
- IEUA worked with Civic Publications to distribute an email blast to approximately 253,800 IP addresses within IEUA's service area. The email provided a direct link to the Agency's Annual Report. Staff received the initial analytics and the email provided successful outreach results: 26.3% open rate (average open rate from an unknown source is 8%) and 33% click-thru rate (average click-thru rate is 2-3%).
- IEUA published a water awareness spadea in the *Daily Bulletin* focusing on the Agency's *Kick the Habit* campaign and sustainability tips on Sunday, June 25.

Media and Outreach

- IEUA is working with *Fontana Herald News*, *La Opinion* and *Champion Newspapers* to confirm ad scheduling for the new fiscal year.
- In June, 35 posts were published to the IEUA Facebook page and 44 tweets were sent on the @IEUAWater Twitter handle.
- The top three Facebook posts, based on reach and engagement, in the month of June were:
 - 6/7: Water is Life Student Art – 1st Grade Student from Liberty Elementary School in Ontario
 - 6/8: 2017-18 Field Trip Scheduling Now Available
 - 6/14: Water is Life Student Art – 7th Grade Student from Townsend Junior High School in Chino Hills
- The top three tweets, based on reach and engagement, in the month of June were:
 - 6/3: #NationalTrailsDay – Highlight the Chino Creek Wetlands
 - 6/6: #TipTuesday – Prioritize Your Landscape
 - 6/7: Water is Life Student Art – 1st Grade Student from Liberty Elementary School in Ontario
- As part of “Smart Irrigation Month,” IEUA has been sharing water efficient irrigation tips, resources and rebate information on the IEUA Facebook page and Twitter handle.
- Staff conducted AWS retailer audits on June 2 and June 6 in Chino, Chino Hills, Upland, Ontario, and Montclair. Two Costco locations sell salt and non-salt units. 19 stores no longer sell AWS units.

Education and Outreach Updates

- Staff has begun school site inspections for the qualifying 2017/2018 Garden in Every School® Mini-Grant participants. Staff will be visiting 12 schools with existing water-wise gardens. After site inspections take place and recommendations are made, schools will receive \$1,000 to fund garden materials.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The above-mentioned activities are budgeted in the FY 2017/18 Administrative Service Fund, External Affairs Services budget. The Garden in Every School® program expenses are budgeted in the Water Resources Fund.

INFORMATION
ITEM

4E

Innovative Federal Strategies LLC

Comprehensive Government Relations

MEMORANDUM

To: Joe Grindstaff, Kathy Besser
From: Letitia White, Jean Denton, Annie Wake
Date: July 1, 2017
Re: June Monthly Legislative Update

House Republicans Delays Fiscal 2018 Budget

House Republicans failed to reach agreement by the end of June on a budget resolution or on how to package the 12 annual appropriations bills needed to keep the government open in the fall. Disputes over how much to reduce entitlements such as food stamps, welfare and Medicaid prompted House Republicans to shelve multiple attempts to release their fiscal 2018 budget resolution.

House Budget Committee Chairman Diane Black (R-TN) has proposed including instructions in the budget that would put \$200 billion in mandatory cuts on a fast track through reconciliation procedures, insulated from a Senate filibuster. But, members of the conservative House Freedom Caucus (HFC), whose votes are needed to report the budget from committee, say \$200 billion isn't sufficient.

HFC Chairman Mark Meadows (R-NC) said he has put forward a list of \$295 billion in cuts over 10 years with which moderates would feel comfortable. Changes to welfare on top of that would get the budget to \$400 billion in reductions, he said. "There was never agreement on \$200 billion. That was an offer that was put out there," Representative Meadows stated.

The level of discretionary appropriations for fiscal 2018 isn't the holdup, as the conference has agreed to back \$511 billion as the top-line for non-defense spending, lower than the \$515 billion budget cap for fiscal 2018 and a cut from \$518.5 billion in the current fiscal year.

In response to the Republican agreement, Democrats have already signaled vigorously that any defense spending above the caps should be matched by comparable increases in domestic spending. That's what happened in the three stopgap budget agreements brokered by Republicans and Democrats since 2011.

"We need a budget agreement," senior appropriator Representative Ken Calvert (R-CA) said. "We need the administration -- we need the Senate, the House -- to come to a workable number that we can agree to, to get rid of the sequestration and the Budget Control Act and come up with realistic numbers, both on the discretionary side and the non-discretionary side."

Innovative Federal Strategies LLC

What's different this year is that the White House is proposing from the start that defense increases be paid for by non-defense reductions. Beyond the coming year, the Trump budget proposes a cumulative defense increase of \$463 billion through 2027 offset by \$1.5 trillion in domestic spending over the same period, according to the Congressional Research Service's review of White House budget documents.

Nevertheless, the House Appropriations Committee is working with those numbers as it ramps up its work, with three subcommittees (Military Construction and Veterans Affairs (Milcon-VA), Legislative Branch, and Defense) already out of full committee this month and another four subcommittees headed to full committee consideration when Congress returns in July.

House Armed Services Committee Chairman Mac Thornberry (R-TX) said he views his top-line for the National Defense Authorization Act as a done deal and marked up on June 28th. Chairman Thornberry said as part of the deal with the Budget Committee, defense levels would increase 5 percent per year for the rest of the decade.

Moderates such as Tuesday Group Chairman Charlie Dent (R-PA) are resisting the higher level of cuts. He argued that cutting mandatory spending by \$150 billion over 10 years is "an aggressive number" and would be hard for moderates to support such measure. Moreover, moderate Republicans are concerned that it will be too difficult to negotiate entitlement reform and tax reform simultaneously.

Budget Committee member Tom McClintock (R-CA) said he would like to see more entitlement cuts but is prepared to support the \$200 billion offered by the chairman.

HFC Chairman Meadows said he wants the conference to decide on the shape of tax overhaul, use of the debt ceiling increase and entitlement cuts all before voting on the budget. Ahead of time, alternatives need to be agreed on to the border adjustment tax, which is politically unfeasible, he said. Representative Meadows also announced that he could support linking entitlement cuts to the debt ceiling rather than tax legislation.

Despite on-going negotiations, Chairwoman Black determined to come to a budget agreement. According to the committee, they plan to keep budget reduction and tax reform discussions moving after the July 4th recess.

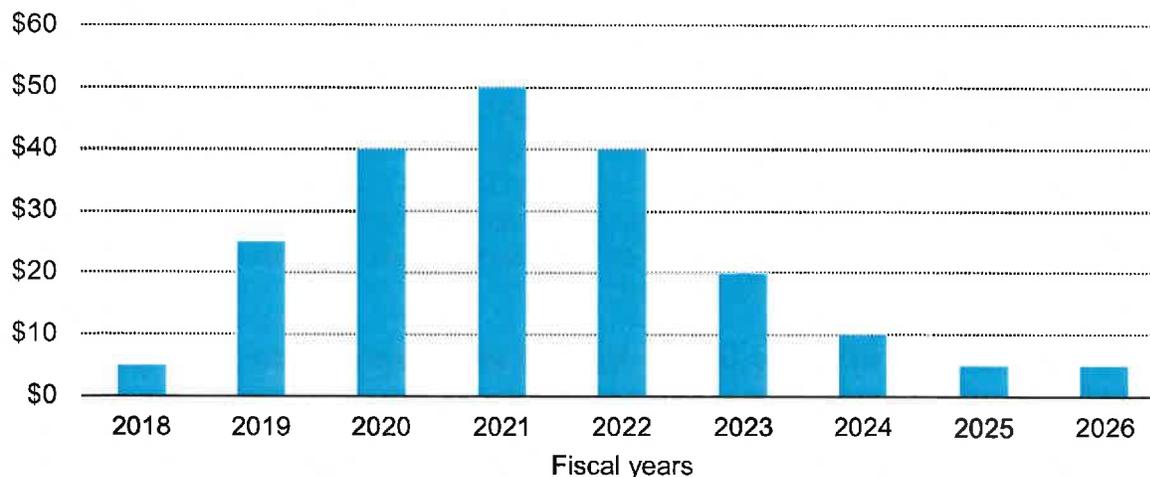
President Donald Trump Outlines Infrastructure Plan

President Donald Trump announced early in June an outline of his Infrastructure Plan to leverage \$1 trillion in investment in U.S. infrastructure, but he did not provide any new details of his plan. Trump's budget proposal for fiscal 2018 calls for \$200 billion in direct federal spending over the next 10 years to spur at least \$800 billion in spending by states, municipalities and private entities.

A table of proposed outlays for the Infrastructure Plan over the next 10 years:

Proposed Outlays for Infrastructure Plan

Dollars in billions



The White House has not detailed the source of the \$200 billion or the breakdown in spending but has announced that the plan focuses on accountability for federal tax dollars rather than substituting federal highway dollars for state dollars as was done in President Obama's 2009 stimulus package. The plan also calls for spurring investment by reducing the time to secure needed regulatory approvals and permits from about 10 years to two years. The administration has said a full legislative package could be ready by the third quarter.

Per the White House, the federal funding in Trump's plan would be divided into four categories:

1. A mixture of grants and loans to "transformative" projects, as seen with Trump's proposal to place the U.S. air-traffic control system under a private, non-profit corporation.
2. Grants to rural areas to repair bridges, roads, and waterways.
3. Enhanced loan programs, with the Transportation Infrastructure Finance and Innovation Act, or TIFIA, as an example of how federal funds can be used with state, local, and private dollars to fund projects.
4. Incentive programs with grants to states and municipalities to create additional funding for infrastructure.

Additionally, on June 9th at the Transportation Department, the President called on federal agencies to streamline review processes and said his administration will penalize agencies that "consistently delay" projects by missing deadlines. Trump announced the creation of a council to help infrastructure project managers navigate the bureaucracy, in part by creating an online dashboard for project tracking.

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The President said his proposal will reduce redundancies and get the federal government out of the way to allow states and cities to move ahead with long-awaited projects.

In response to the President's infrastructure outline, Democrats, some Republicans and groups representing the nation's governors and mayors have said much more than \$200 billion in direct federal spending over 10 years is needed to meet the nation's needs -- and that relying on states, municipalities and the private sector won't get needed work done. Additional critics of President Trump's approach have raised concerns that rural areas would be forced to rely on tolls or fees to attract private investment, a plan critics also believe to be ineffective and inefficient.

Senate Releases Health Care Bill to Repeal and Replace the Affordable Care Act

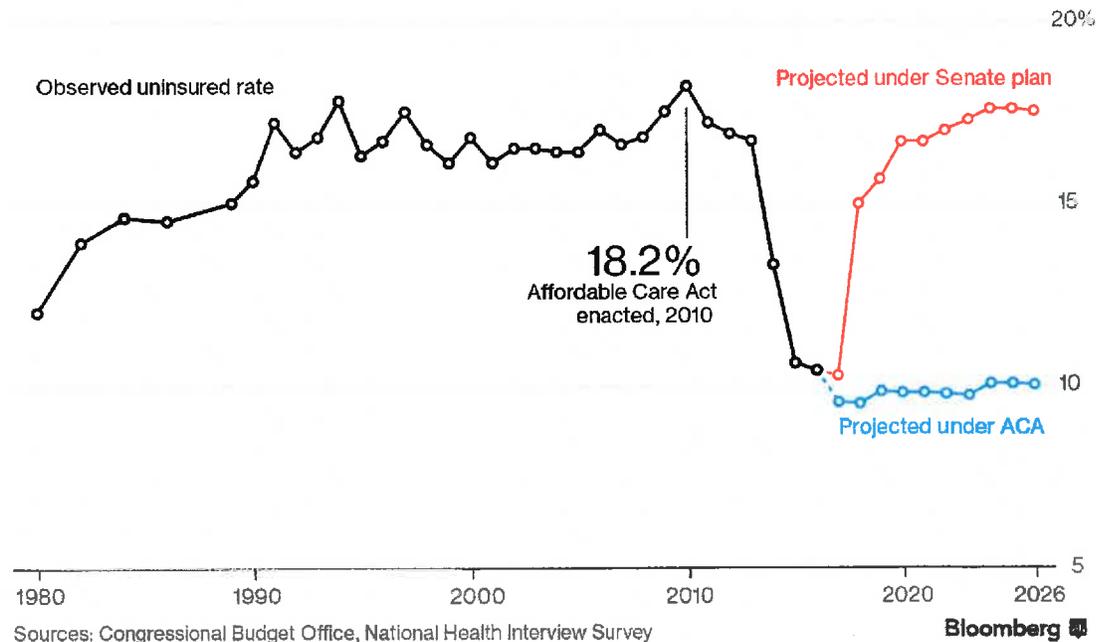
Senate Republicans' plan to replace Affordable Care Act, released in late June, is projected to increase the number of uninsured Americans by 22 million, raise costs for many people currently enrolled in private insurance and slash Medicaid by billions of dollars, according to an estimate by the Congressional Budget Office.

The Senate bill, called the Better Care Reconciliation Act, would reduce the deficit by \$321 billion over a decade, according to the Congressional Budget Office (CBO), which provides nonpartisan analysis of legislation. That compares with a bill that passed the House of Representatives in May, which CBO at the time projected would result in 23 million fewer people with insurance and cut the deficit by \$119 billion.

CBO's findings have heightened an already intense debate among Republicans, with Majority Leader Mitch McConnell having to win over 50 of his 52 Republican senators to pass the bill. Their efforts may be complicated not only by the CBO's projection that millions of people will lose insurance, but also by estimates that many Americans will face out-of-pocket costs and insurance premiums far higher than they are now.

The biggest increase in the uninsured would come from the bill's rollback of Medicaid, the state-federal program that covers the poor. The bill cuts spending on Medicaid by \$772 billion over a decade, which would result in 15 million fewer people enrolled in the program in 2026 than under current law. Another 7 million wouldn't have coverage in the individual insurance market.

Uninsured Rate Would Jump Under GOP Health Plan



The American Medical Association, the largest trade group for U.S. doctors, announced the last week of June that the proposal would make it harder for people to afford care, joining the American Hospital Association in opposing the bill. Notably, insurers' reactions have been mixed -- America's Health Insurance Plans, the industry's Washington lobbying group, last week called the Medicaid cuts "too much, too fast." One of its biggest members, Anthem Inc., said Monday that the bill would improve parts of the individual market for coverage.

Moreover, CBO estimated that the individual health insurance markets would be stable in most parts of the country under both the Senate Republican plan and under the Affordable Care Act. Under the Republican plan, though, insurers might withdraw from some rural parts of the country, because they'd have too few customers to operate profitably. "The reductions in subsidies would lead fewer people to decide to purchase insurance—and markets with few purchasers are less profitable for insurers," CBO stated.

CBO also estimated that about half the population would be affected by the GOP plan's extensive waivers, which let states change what coverage insurers are required to offer. While people in those states would still be able to buy insurance, coverage for certain conditions could become "extremely expensive" in some cases.

The scale of the Medicaid cuts and the increase in the number of people without insurance may give pause to moderate senators. A bloc of four conservatives has also opposed the proposal, but for different reasons: They said the bill doesn't go far enough in undoing Obamacare.

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Under the Senate's budget rules, the legislation must save at least as much as the "on-budget" savings of \$133 billion in the House-passed bill. Not including changes to Social Security, which is technically off-budget, the Senate amendment would save \$331 billion. That would give McConnell \$198 billion to fund special provisions to Senators reluctant to support the bill, while keeping the bill within budget guidelines.

The Senate bill would reduce taxes on the wealthy, as well as on insurers, drug companies, device makers and tanning salons, paying for it with sharp cuts to the Medicaid program for the poor and with reductions to the subsidies that help middle-class people buy insurance on their own. The tax cuts are nearly identical to those proposed in the House's Affordable Care Act repeal bill. While there's reluctance among some Republicans, Senator Lindsey Graham (R-SC) said that it was important to try and move forward.

Environmental Protection Agency Starts Water Rule Repeal

The Environmental Protection Agency (EPA) Administrator Scott Pruitt June 27 initiated the repeal of an Obama Administration-era water jurisdiction regulation by issuing a proposal that would reinstate prior policies on what waters are subject to federal protections, the agency announced.

The proposed repeal, once in final form, will be the first step the Trump Administration takes in a two-step process to undo the 2015 Clean Water Rule, also known as the Waters of the U.S. rule (WOTUS). The second step, which Administrator Pruitt has said will be completed by as soon as the end of the year, will involve a rewrite of the 2015 regulation.

"We are taking significant action to return power to the states and provide regulatory certainty to our nation's farmers and businesses," Pruitt said in a June 27 news release announcing the proposal.

The Obama-era water rule is facing dozens of lawsuits from various business, agriculture and manufacturing groups, including Murray Energy Corp., who argued the federal government improperly expanded its regulatory reach over waters. Environmental groups also have challenged the rule to make it more protective than its current form. The significance of this first step (RIN:2040-AF74) is that it will take the 2015 Obama water rule off the books, rendering moot all outstanding federal legal challenges against the regulation, attorneys said.

President Trump has already ordered the EPA and the U.S. Army Corps of Engineers to craft the new jurisdiction rule with states, their co-regulators in implementing the Clean Water Act. States are eagerly looking forward to that and have encouraged the administration to share more than just an outline of its plans to rewrite the jurisdictional rule.

The undoing of the Obama-era water rule will involve the reinstatement of a 1986 jurisdiction rule and related guidance that the EPA said was in place "prior to the

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issuance of the Clean Water Rule and that is being implemented now under the U.S. Court of Appeals for the Sixth Circuit's stay of that rule."

A Sixth Circuit panel issued a nationwide stay of the WOTUS rule in 2015 after determining that there was a good chance that groups challenging the rule would prevail. Reed Hopper, principal attorney with Pacific Legal Foundation's environmental law practice, stated that the proposed repeal of the Clean Water Rule would end that Sixth Circuit litigation. However, Hopper said it would not end proceedings before the U.S. Supreme Court, which has been asked to decide which federal court should hear challenges to a water jurisdiction rule.

H.R. 1654, Reclamation Water Storage Permits Bill Passed in House

Representative Tom McClintock's (R-CA) sponsored bill, the Reclamation Water Storage Permits Bill, H.R. 1654, passed the in the House by a 233 to 180 vote. Representative McClintock said the bill would make it easier to build new reservoirs, which would help address water shortages in California and elsewhere.

Under the bill, water project sponsors could use an expedited permitting process in which the Bureau of Reclamation would be designated as the lead agency for coordinating the new review process. According to an April 24 markup memo from the Natural Resources Committee, the bill "codifies a 'one-stop-shop' permitting process to expedite construction of all new or expanded non-federal surface storage facilities."

In the dissenting views section of the report from the Natural Resources Committee, nine Democrats wrote that the bill "would impose arbitrary deadlines for completing key environmental reviews for new water storage projects and create an ill-conceived new review process at odds with the existing review process established under key laws such as the National Environmental Policy Act (NEPA)."

In its consideration, the House Rules Committee recommended a structured rule for floor consideration that would make in order two amendments. The first amendment, passed by a voice vote, by Representative Doug LaMalfa (R-CA) would make state-led projects eligible for the expedited review process created under the bill. It would essentially align the bill with a similar process created under the most recent water project authorization law, Public Law 114-322. The second amendment, sponsored by Alan Lowenthal (D-CA) and failed with a 179 to 232 vote, would prevent projects that could harm commercial fisheries from using the expedited review process. A simple majority would be required to pass the bill.

House Passes H.R. 497, Santa Ana River Land Exchange

The Santa Ana River Land Exchange bill, co-sponsored by Representatives Paul Cook (R-CA) and Pete Aguilar (D-CA) was passed in the House by unanimous consent in a 424-0 vote on June 27th. Under H.R. 497, about 327 acres of federal land would be conveyed to the San Bernardino Valley Water Conservation District in California in exchange for 310 acres of local land.

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The bill would facilitate the implementation of a land use plan for about 4,900 acres agreed to by local stakeholders, according to a report on the bill from the House Natural Resources Committee.

The Bureau of Land Management (BLM) withdrew several parcels of land in the area from mineral development to support water conservation efforts. And, the exchange required under the measure would facilitate additional water conservation efforts under the agreement. It would also allow aggregate mining operations in the area to expand into conveyed parcels adjacent to existing operations, according to the report.

The expansion of local mining operations would lead to \$8.5 million in new infrastructure construction and \$36 million in increased annual payrolls, according to a the committee.

The bill wouldn't affect revenue or impose any intergovernmental or private-sector mandates, according to CBO, which said any costs incurred by the conservation district would be voluntary.

During the bill's discussion on the House Floor, Representative Cook noted, "“This important legislation will complete the land swap at the center of the Santa Ana River Wash Plan. The Wash Plan will allow for the expansion of existing aggregate mining operations to support infrastructure, protect water recharge in the wash and manage critical habitat for threatened and endangered plants and animals. I'm grateful to Rep. Aguilar for co-sponsoring this bipartisan bill and thank my colleagues for passing the bill today.”"

Similarly, Representative Pete Aguilar (D-CA) stated that, "“This bill is a smart, bipartisan plan that will help us support our local economy and protect the environment. It is a victory for all involved and I offer my complete support, and urge my colleagues to vote in favor of the Santa Ana River Wash Plan Land Exchange Act.”"

In the Senate, the Senate Energy and Natural Resources Committee hasn't acted on a companion measure, S. 357, introduced by Senator Dianne Feinstein (D-CA) on February 13.

Congressional Investigations on Russian Hacking

This month, Senators earnestly commenced investigating Russian hacking during the 2016 presidential election, as they have begun to press for more open discussion about Russian hacking of state election-board computers. Senator Mark Warner (D-VA), the ranking Democrat on the Senate Intelligence Committee, said he hopes that committee hearings will provide clarity about the extent of Kremlin-directed cyber intrusion.

Russian hackers reportedly infiltrated voting systems in 39 states. Numerous public reports of multiple states' election systems have emerged though only Arizona and Illinois are the only two states to acknowledge security compromises. The executive director of the Illinois board of elections and election officials from other states are set to testify before the Senate Intelligence committee. Despite such reports, Ranking-

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Member Warner said it's hard to make the voting systems safer without more information about how many state systems were hacked.

Russian interference in the 2016 presidential election is also the subject of a Justice Department investigation that's focused on possible collusion between Moscow and President Trump's presidential campaign. Senator Amy Klobuchar (D-MN), a member of the Senate Judiciary Committee, which oversees the agency, said the details of the hacking are "the real nub of this: which is a foreign power trying to influence our election."

On the House side, former Homeland Security Secretary Jeh Johnson testified before the House Intelligence Committee, in which he told lawmakers that the Russian government, "at the direction of Vladimir Putin himself, orchestrated cyberattacks on our Nation for the purpose of influencing our election — plain and simple." The House Intelligence Committee also interviewed Hillary Clinton's 2016 campaign chairman John Podesta in a closed session the last week of June.

Robert Mueller, who was appointed special counsel over the Russia probe following former FBI Director Comey's firing, plans to meet with Senate Judiciary Committee Chairman Chuck Grassley (R-IA) and Ranking Member Dianne Feinstein (D-CA) to discuss the parallel course of their investigations, according to Senator Richard Blumenthal (D-CT), who sits on the Judiciary panel.

Congressional Shooting

House Majority Whip Steve Scalise's (R-LA) condition continues to improve after being shot the morning of June 14 while practicing for the annual Congressional Baseball Game. A congressional staff member, two Capitol Police officers and a former congressional-staffer were also wounded in the early morning attack at the ballpark in Alexandria, Virginia. The gunman, identified as 66-year-old James T. Hodgkinson of Belleville, Illinois, died later from injuries sustained in a shootout with police.

Following the shooting, the House passed a resolution by voice vote the next day expressing "gratitude for the heroic actions" of police officers at the scene of the shooting and "hope for a speedy and full recovery for the injured." The House Republican baseball team had been practicing for weeks for the annual congressional baseball game against Democratic lawmakers' team. The congressional game has been one of Washington's greatest shows of bipartisanship and camaraderie since 1919 and was played as scheduled Thursday evening, June 15.

President Trump Withdraws U.S. From Paris Agreement

President Donald Trump withdrew the United States from the Paris Climate Accord, June 1st. By doing so, President Trump fulfilled a campaign promise citing a desire to either renegotiate the Paris accord, or join an entirely new transaction that would be "fair to the United States, its businesses, its workers, its taxpayers."

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The decision received harsh criticism from Democrats, including former President Barack Obama who stated that the Trump Administration “joins a small handful of nations that reject the future.” President Trump also faced criticism from a number of state leaders, including the governors of New York, California and Washington, who formed a coalition “to fight global warming,” called the United States Climate Alliance.

While most opponents of the President’s decision came from Democrats, at least three Republican Senators did not support the decision, including Senator Lindsay Graham (R-SC) who lamented the vacuum of U.S. Leadership on the issue on the global scale. Secretary of State Rex Tillerson also expressed concern that the withdrawing could damage relationships with key allies.

German Chancellor Angela Merkel told Trump at a summit last month that the retreat would signal a U.S. willingness to let less benign powers, like China, step up on the international stage. Shortly after the President’s decision was announced Chinese President Xi Jinping had sought to capitalize on the public-relations opportunities afforded by Trump’s “America First” doctrine -- helping mask China’s habit of flouting the international order when the rules don’t suit its goals.

Supporters of the decision argued that the agreement was unenforceable and would hurt the American economy and cost jobs, while allowing other countries to continue to skirt the rules. Environmental Protection Agency Administrator Scott Pruitt said that “It’s a bad deal for America. It was an America second, third, or fourth kind of approach.”

After pulling out of the deal, President Trump continued to express a desire to protect the environment, but not at the cost of hurting American workers. “We’re going to have the cleanest air, we’re going to have the cleanest water, we’re going to be environmentally friendly, but we’re not going to put our businesses out of work,” Trump said during a press conference.

INFORMATION
ITEM

4F



June 30, 2017

To: Inland Empire Utilities Agency

From: Michael Boccadoro
Beth Olhasso

RE: June Legislative Report

Overview:

The Legislature passed and the Governor signed the 2017-2018 state budget. The \$183 billion budget did not contain any significant resources-related issues. While budget committee members worked hard on finalizing the budget, other members worked on fine-tuning their legislation in preparation for second house policy committee hearings. All bills that have a fiscal impact must be out of policy committee by July 14 and all non-fiscal bills must be out of policy committees by July 21. The legislature will adjourn for summer recess on July 21 and will return August 21 for the final four weeks of the 2017 Legislative Session

Establishing long-term water-use efficiency standards continues to be one of the hottest topics in Sacramento. Stakeholders have been working to reach a compromise among the water community, legislators and the Brown Administration.

Other hot legislative topics include extending the cap-and-trade program, establishing a clean drinking water fund to clean up contaminated groundwater basins and provide clean drinking water to all Californians, establishing a 100 percent Renewable Portfolio Standard, and revising Proposition 218 for stormwater financing and low-income rates.

A Public Policy Institute of California report titled “Building Drought Resilience in California’s Cities and Suburbs” found that California’s urban water suppliers were generally well prepared for the most recent drought due to investments in local supplies and programs.

In a crucial decision that moves the project closer to construction, two key federal agencies recently announced they have cleared the California Waterfix project under the U.S. Endangered Species Act, saying it will not imperil endangered species.

The Little Hoover Commission (LHC) held a roundtable discussion on special districts, hearing feedback on potential recommendations on special district governance, transparency, climate change and LAFCO authority.

Inland Empire Utilities Agency Status Report – June 2017

PPIC Report Finds CA Cities Were Well Prepared for Drought

A Public Policy Institute of California report titled “Building Drought Resilience in California’s Cities and Suburbs” found that California’s urban water suppliers were generally well prepared for the most recent drought due to investments in local supplies and programs.

The PPIC report discussed the interplay between state and local government mandates and policies during California’s recent drought. Specifically, the report highlighted that California’s urban water suppliers have become increasingly adept at drought management due to “investments in diverse supplies, cooperative efforts with neighbors, and programs to manage water demand.” Following the hard lessons learned from the 1976–77 and 1987–92 droughts, these utilities made substantial investments in drought resilience. This included diversifying supplies with new surface and underground storage, interconnections with neighboring suppliers, recycled wastewater, and water transfer agreements, as well as freeing up supplies by reducing indoor water use,” the report reads. “Consequently, urban water suppliers generally believed they were prepared as the state entered a five-year drought in 2012.”

The report noted that the state’s mandatory water conservation measures adopted in 2015 created a “disconnect between mandate levels and local conditions.”

The report also stated:

- Most water suppliers were prepared for extended drought without mandatory conservation;
- The mandated targets created compliance challenges for suppliers with high targets;
- The mandates intensified the financial impacts of the drought;
- Continued efforts should be made to improve local and regional water supply through regional integration, lower regulatory hurdles to water trading, and reduced uncertainty about state policies that would impact local supply investments; and
- Local suppliers need more proactive drought pricing.

WaterFix Gets Okay From Federal Agencies

In a crucial decision that moves the project closer to construction, two key federal agencies recently announced they have cleared the California Waterfix project under the U.S. Endangered Species Act, saying it will not imperil endangered species.

Specifically, officials with the U.S. Fish and Wildlife Service and the proposed National Marine Fisheries Service issued “non-jeopardy” biological opinions that state the two 35-mile tunnels beneath the Delta will not jeopardize threatened or endangered species, including Delta smelt and spring-run Chinook salmon.

The opinions, which officials say relied on the best available science, also found that WaterFix would reduce the problem of entrainment of fish in Delta pumps. WaterFix still must receive a

water right change approval from the State Water Resources Control Board, which has been holding hearings on the project for months. If the State Water Board signs off on the plan, construction could begin as early as 2018, officials said.

The project's Final Environmental Impact Report and Environmental Impact Statement, released in December 2016, include measures to avoid or minimize impacts that could arise from the proposed project.

A final operations plan for the project also must still be approved.

Once the EIR has been certified through completion of the California Environmental Quality Act process, the California Department of Fish and Wildlife will consider the impacts of the construction and operation of WaterFix under the California Endangered Species Act.

Both state and federal agencies' biological opinions will also be considered by permitting agencies, including the State Water Resources Control Board in its hearing now underway on a petition by DWR and the U.S. Bureau of Reclamation to allow for the change in points of diversion to add three new intakes on the Sacramento River as part of WaterFix.

Little Hoover Commission Roundtable on Special Districts

The Little Hoover Commission (LHC) held a roundtable discussion on special districts, hearing feedback on potential recommendations from stakeholders including IEUA CFO/AGM Christina Valencia who was invited by the LHC to participate.

With the list of potential recommendations into four sections titled, governance, transparency, climate change adaptation, and healthcare districts, the Commission spent the first hour of the two-hour meeting focused on governance and most of the second hour concentrated on transparency. The most significant discussion surrounded the funding of local agency formation commissions (LAFCO), protest thresholds related to LAFCO actions, and website requirements for special districts.

In regard to LAFCO funding, most participants spoke in support of one-time state funding for grants to support LAFCO efforts, but opposed diverting local property tax revenues away from essential local services to fund LAFCO. As far as protest thresholds, a number of participants spoke in support of studying the threshold levels, while opposing an arbitrary increase in the thresholds.

Overall, special district representatives provided a positive and constructive view of the services special districts deliver to millions of Californians in communities throughout the state. The LHC will consider the recommendations and issue a final report in late August or early September.

Legislative Update

June saw members working to polish bills that made it the second house, and start moving bills through committees. All bills that have a fiscal impact must be out of policy committee by July 14 and all non-fiscal bills must be out of policy committees by July 21. The legislature will adjourn for summer recess on July 21 and will return August 21 for the final three weeks of the 2017 Legislative Session.

Also in June, the Legislature passed and the Governor signed California's 2017-2018 \$183 billion budget. The budget did not contain any allocation of the Greenhouse Gas Reduction Fund (GGRF), or any other significant resources issues.

SB 100: 100 Percent RPS

Senate President Pro Tem Kevin de Leon (D-Los Angeles) introduced legislation to establish an accelerated Renewable Portfolio Standard (RPS) culminating in 100 percent clean power by 2045. The bill accelerates the current 50 percent requirement to 2026 and creates a new 60 percent renewable requirement by 2030.

The Investor Owned Utilities (IOUs) are concerned about the renewable electricity mandates and would prefer broader clean energy goals, with a focus on GHG emission reductions providing opportunities for the market to work in the most cost-effective manner, without compromising reliability.

The bill will be heard in the Assembly Utilities and Energy Committee on July 5.

Cap and Trade Reauthorization

While there is no bill currently moving through the legislative process to extend the state's cap-and-trade program, the Governor's office is working with stakeholders to reach a compromise to extend the program by a two-thirds majority vote.

The aim is to find a middle ground between business, agricultural and energy interests who are concerned about the rising cost of gas, energy, and allowances, and the environmental and environmental justice communities who wants to see direct emissions reduction of not only greenhouse gasses, but other criteria pollutants as well, especially in disadvantaged communities.

The Administration seems to be looking at a vote before the Legislature goes on summer recess on July 21.

Water Financing

Senator Bill Monning (D-Carmel) is pursuing legislation that would create a fund for clean drinking water. SB 623 (Monning), sponsored by the Community Water Center, creates the "Safe, Affordable Drinking Water Fund." Stakeholders representing agriculture and some urban water interests have been working with the proponents of the bill to reach a compromise. ACWA continues in fierce opposition to a public goods charge.

The main point of contention for the urban water suppliers is the proposal to add a \$1-2 per month charge on all residential meters to fund the operation and maintenance of failing water systems. The agricultural community is also working to reach consensus on provisions for a fertilizer tax that would help clean up contaminated groundwater basins.

The bill will not be in its final form before its July 11 hearing in the Assembly Environmental Safety and Toxic Materials Committee.

Water Use Efficiency Legislation

As previously reported the Brown Administration released a final report on “Making Conservation a Way of Life” in early April. Shortly after, the Governor released budget trailer bill language to establish a process for creating long-term water use efficiency standards. Many in the water community are concerned with the proposed legislation because it deviates from the final report in that it leaves broad authority for the SWRCB to develop the efficiency standards. There are several other aspects of the trailer bill that have caused the water community to be generally concerned.

The Governor’s office has been hosting meetings throughout the early summer to hear and address the concerns of the water community. They released a revised Trailer Bill in mid June, but indicated they will hold off calling for a vote so that members of an Assembly working group can see if they can attempt to develop an acceptable proposal to move through the legislative process.

The water community, under the leadership of the Association of California Water Agencies (ACWA) have developed their own legislation to establish short and long-term efficiency standards, with only the short-term urban water management plans bill still active.

Finally, Assemblymember Laura Friedman (D-Burbank), a former MWD director, introduced three bills that put the Governor’s original trailer bill language into policy bills that are being considered in the normal legislative process. Only two of her bills are currently moving.

Below is a summary of the bills still active:

AB 869 (Rubio) prohibits a retail water supplier from having to reduce recycled water use at any time. AB 869 is sponsored by several retail agencies in San Diego County. Passed to Senate.

AB 1654 (Rubio) is ACWA’s “short term” efficiency measures bill. This bill amends the Urban Water Management Plan Act and prohibits the State Water Resources Control Board from requiring conservation in a water shortage situation if an agency has identified drought proof supplies in their UWMP. Passed to Senate.

AB 1668 (Friedman) includes the Governor’s language on short-term water management planning. The bill creates a new drought response plan by making numerous changes to water supply planning and drought planning to incorporate climate change, enhance water supply

analysis, and strengthen the enforceability of urban water management plans (UWMP) and drought contingency planning. Passed to the Senate.

As the Assembly working group on water conservation continues to meet and work on their priorities, the ACWA workgroup has been meeting to revise their proposal based on the latest draft Trailer Bill. Whether the water community, Legislators and the Administration can all come together and support a policy bill remains to be seen. There is always the possibility of the Governor's office pushing the trailer bill at any point.

Proposition 218 Reform

Senator Bob Hertzberg has introduced two bills to address Proposition 218 reform. The bills pick up where the 2016 ACWA effort left off. SB 231 is sponsored by the California Water Foundation and addresses stormwater, specifically how to finance stormwater capture, cleanup and reuse in rates. The bill ran into a little trouble from many California cities worried that the bill might add onto the already onerous new MS4 permit requirements. The bill passed off the Senate floor with 23 votes, just two over the minimum needed. The bill is on the Assembly floor awaiting a final vote.

SCA 4, also by Senator Hertzberg is a constitutional amendment that would address lifeline and conservation rates. ACWA has agreed to sponsor SCA 4, and has been working out the final details about which article of the California Constitution to amend. The compromise position seems to be using article 17, an empty article of the constitution. Disagreement continues between the author's office and ACWA, with ACWA wanting complete transparency by referencing Article 13 and Prop 218. Hertzberg's office prefers the language to be vague, to help the bill gain votes by avoiding Proposition 218. Since the bill is a Constitutional Amendment, it is not subject to the typical legislative deadlines.

Recycled Water

The WaterReuse bill (AB 574, Quirk) which would re-define specific categories of recycled water passed out of the Assembly and will now be considered by the Senate Environmental Quality Committee on July 5. If it passes it will then head to the Senate Natural Resources and Water Committee before the July 14 deadline.

INFORMATION
ITEM

4G

Agricultural Resources

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June 30, 2017

Legislative Report

TO: Joe Grindstaff
General Manager, Inland Empire Utility Agency

FR: David M. Weiman
Agricultural Resources
LEGISLATIVE REPRESENTATIVE, IEUA

SU: Legislative Report, June 2017

State of Affairs

- * As June ended, the President went to Europe for a G-20 Meeting and the House and Senate began a 10-day July 4 break.
- * Appropriations hearings and markups finally began in the House.
- * In the House, the Budget Committee was unable to move a budget resolution (it will be an on-going issue).
- * In the Senate, Majority Leader McConnell (R-KY) tried to move a health care bill, but was unable to get a sufficient number of Senate Rs on board for the R-only bill.
- * On water, a version of the controversial Valado bill was reported by the House Resources Committee and likely will be considered by the full House in July.
- * On energy, a sweeping energy bill was considered in the last Congress and almost passed, but Speaker Ryan decided that they'd get a "better" bill with the new President. Energy Committee Chair, Lisa Murkowski (R-AK) and Ranking D, Senator Maria Cantwell (D-WA) have again introduced a comprehensive bi-partisan energy bill (in the last Congress, their bi-partisan effort passed the Senate with 80+ votes). Just before the July 4 break, Majority Leader McConnell asked Murkowski to have her energy bill (revised, tweaked) ready-to-go right after the July 4 break).
- * The Energy Committee reported the nomination of David Bernhardt to serve as Deputy Secretary, US Department of the Interior. However, his nomination was not considered by the full Senate during the remainder of June. According to the Energy Committee, the

- full Senate will consider the nomination in mid-to-late July.
- * As last month, the Administration’s “big three” – health care, tax reform and infrastructure – have been on-again, off-again creating confusion and uncertainty.
 - * Nominations are still lagging. There are some 500+ presidential appointees.
 - * Key positions – Assistant Secretary for Water and Science, Assistant Secretary for Civil Works (Army Corps), Assistant Administrator for Water (EPA) – no nominations yet.
 - * The WH did announce a nomination for Commissioner, Bureau of Reclamation. She is Brenda Burman, from Arizona who previously worked for MWD. General Manager Grindstaff and Kathy Besser have been working with Director Eli to submit a letter in support of the nomination. According to the Energy Committee, as of the end of June, a confirmation hearing date is still pending.

Health Care (“Repeal & Replace”), Tax Reform and Infrastructure

- * Last month, I reported that *“health care (ACA or “Obamacare), tax reform and infrastructure are politically, financially and programmatically intertwined.”* That assessment remains even more accurate today
- * A House bill finally passed and the Senate began work on it. Majority Leader McConnell insisted that the bill be crafted behind closed doors – no hearings, no transparency and no D involvement. He was convinced that a bill could be fashioned that would get 50 of the 52 Senators. Didn’t happen. McConnell was unable to craft a bill that would pass, even with a narrow margin.
- * Senate Republicans were not pleased and began to say so, publicly and openly. Senator Rand Paul (R-KY) and Senator Susan Collins (R-ME) were openly critical albeit for vastly different reasons. Between mid-June and the end of the month, the list of skeptical or opposing senators began to grow. Senator Murkowski questioned the bill, as did Senators Moran (R-KS), Capito (R-WV), and McCain (R-AZ).
- * As significantly, few Senate Republicans announced FOR the bill.
- * As noted, the health care bill, tax reform and infrastructure are all intertwined – inter-related. If health care stalls, then the entire major legislative agenda stalls.
- * Majority Leader McConnell could not schedule a vote before recess, but CBO (Congressional Budget Office) scored it, concluding the 22 Million citizens would be forced to drop insurance.
- * The CBO report unnerved Senate Republicans (the House version of the bill went to the floor without a CBO “score” concluding that 23 Million citizens would lose coverage (which touched off a political firestorm).
- * The Senate adjourned for the Independence Day break with McConnell hoping that it would give more time for Senators to decide to support the bill.

- * The President is openly calling on the Senate to submit a bill to the White House to repeal the ACA.

Tax Reform

- * House Speaker Ryan and House Ways and Means Chair, Rep. Kevin Brady (R-TX) insist that they're continuing to work on the House version of a tax reform bill, but as June ended, introduction of a tax reform bill had not occurred. Moreover, no hearings took place and no markup was scheduled.
- * The inability of health care to move in a timely fashion is unquestionably impacting the House's ability to consider tax reform.
- * As a result, the timetable on a tax bill in the House has slowed. Consideration is more uncertain than ever.

Debt Ceiling – Possible Shutdown (again)

- * The Federal debt ceiling will be reached, perhaps as early as July. Treasury thought it might not occur until October, but more recent reports indicate that it will be next month (July).
- * The Freedom Caucus, a caucus of conservative House Republicans, is signaling that they could support the debt limit bill IF it includes \$250 billion in spending cuts.
- * That demand compelled some 40 House Rs to say if those domestic spending cuts are imposed, they'll oppose the bill. The Speaker is, once again, facing a divided conference.
- * If either faction within the House R conference ends up opposing the bill and it does not pass, then the Federal Government will be forced to shut down.
- * While few believe that this will happen, it further complicates just about everything.

Municipal Tax Deductibility

- * My report from last month is unchanged:
- * *The Trump Tax proposal asks that the corporate tax rate be lowered to 15% (Speaker Ryan and Chairman Brady recommended 20%). To accomplish that reduction, almost the entire tax code needs to be eliminated. Two well-regarded tax provisions, House leaders have announced, will be protected – the mortgage deduction and deductions for charity.*
- * *The fate of deductibility of muni bonds is unclear – if not confusing.*
- * *At various times President Trump, Treasury Secretary Mnuchin and even Chairman Brady have said, suggested, and/or indicated that this tax provision would be retained.*

- * *Other statements from the Administration and Capitol Hill say the opposite.*
- * *This uncertainty is likely to continue until a bill is actually introduced.*
- * The Municipal Bond Coalition of America, headed by Mayor Steve Benjamin, Columbia, South Carolina (I attend MBFA meetings on behalf of IEUA), held a well-attended congressional briefing in early June and the Mayor led a delegation to the White House for a briefing for the WH, Treasury, OMB and others. They were well-received but no commitments to protect muni bond deductibility were forthcoming.
- * One significant development at the WH meeting – the Administration, in its infrastructure plan, is relying on 3Ps – Public Private Partnerships. The “PUBLIC” in that equation comes to the table with muni bonds. Absent the deductibility of those bonds, costs to IEUA and all others would increase 10-15% (millions) and impede agency and community ability to fulfill investment obligations.
- * Also discussed, large urban areas (larger repayment base) would, in the end, “pay more, but do less.” Rural areas – different story. In many instances they would simply eliminate the investment(s), no matter how justified or needed.

Drought – Water Conditions

- * This report is almost identical to the one submitted for the past several months. That is, the lack of “drought” is the storyline. According to the current Drought Monitor (end of June), there are signs of mild drought conditions in Southern California and in Imperial County.
- * Snow finally cleared and the Tioga pass in Yosemite was able to be opened. That hadn’t happened in years.
- * As Summer progresses, it’s important to watch the weather conditions across the entire Southern Tier – in the Southwest, Texas and across the South to Florida. Early signs of dry conditions are appearing.
- * Severe drought has appeared in the Dakotas (particularly North Dakota and eastern Montana).
- * The new extreme – fires. And, parts of CA are burning. Experts expect it to get worse.

Looking Towards July

- * Appropriations Committees FY 2018 funding bills are pending and may begin to move in the House..
- * The debt ceiling limit is fast approaching requiring federal legislation. It’s a political wild card. As reported last month, *“This is becoming the new battle-ground. Even the*

President, when the FY 2017 funding bill was enacted suggested that a Government shut-down might not be a bad thing. There has been, over the past month, a steady stream of “shut-down” talk. Very destabilizing.”

- * If the Senate is unable to move a health care bill, then the Majority Leader has already said that a stop-gap health care bill designed to support current exchanges under the ACA will need to be written with Ds. So, maybe a health care bill. Maybe a stop-gap bill. Maybe a tax bill. Maybe an infrastructure bill. Maybe a debt limit bill. Maybe!
- * The controversial Valadao water bill will be considered in the full House in early July.
- * The White House is expected to clear several hundred nominations for Senate consideration, but this process could extend through the remainder of the year.
- * At the end of July, Congress is scheduled to recess (as it does every year) for the entire month of August, to reconvene right after Labor Day. And September’s agenda is already packed (to process and finalize annual funding bills).
- * The number of days Congress will be in session – rapidly getting smaller.

Final Note

- * As noted last month, issues related to the FBI, Russian matters and related issues continue to compete with the legislative agenda.

#

INFORMATION
ITEM

4H



CALIFORNIA STRATEGIES, LLC

Date: June 30, 2017
To: Inland Empire Utilities Agency
From: John Withers, Jim Brulte
Re: June Activity Report

California Strategies is pleased to provide consulting services to the Inland Empire Utilities Agency. In addition to our regular monthly meeting with the Senior Staff of the Agency, we continue to be available to members of the Senior Staff and Board Members throughout the year to deliver advice, answer questions or provide services consistent with the mission of IEUA. Here is our monthly activity report:

- As some senior staff were on leave this month, there was no regularly scheduled face to face meeting with agency senior staff. Calstrat principals were available and did communicate with various senior staff by phone throughout the month.
- Reviewed Chino Basin Water Bank work plan and discussed the benefits with various stakeholders not directly associated with the agency.
- Answered inquiries from IEUA Board members
- Reviewed and approved final meeting schedule for the remainder of the calendar year.
- Conducted research on a project as requested by IEUA senior staff.

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Federal Legislation of Significance

Bill Number	Sponsor	Title and/or Summary	Summary/Status
	Rep. Charlie Dent (R-PA)	Fiscal 2018 Military Construction and Veterans Affairs, and Related Agencies Appropriations Act	<p>This legislation provides \$88.8 billion in discretionary funding, \$6 billion above the fiscal year 2017 level. Within this total, funding for the Department of Veterans Affairs was increased by \$4 billion over the fiscal year 2017 level, and increases access to services for veterans and regulatory oversight within the department. Also within the total, Military construction was increased by \$2.1 billion over the fiscal year 2017 level.</p> <p>This bill was passed out of the Appropriations Committee on June 15th. The Senate's corresponding legislation is slated to report out of the Senate Appropriations Committee in July.</p> <p>Future House and Senate Appropriations Committee consideration of bills are expected until the August recess.</p>
	Rep. Mike Simpson (R-ID)	Fiscal 2018 Energy and Water Appropriations Act	<p>This morning the House Appropriations Committee marked up the FY18 Energy and Water Bill in subcommittee on June 28th. At this time the bill text has not been released. We do not expect to see the report until the week of July 10th.</p> <p>Within the bill, the Bureau of Reclamation funding is reduced from the FY17 level but well above what the Administration had requested for FY18. Also the bill would authorize the EPA and Army to withdraw from the Waters of the United States rule.</p>
H.R. 23	Rep. David Valadao (R-CA)	Gaining Responsibility on Water Act of 2017	<p>Among other things the legislation would require regulators to comply with the Bay-Delta Accord. The measure has been referred to the House Committee on Natural Resources and the Committee on Agriculture.</p>
	Rep. Bill Shuster (R-PA) /Sens. Jim Inhofe (R-WY) and Kamala Harris (D-CA)	Infrastructure Package	<p>Throughout the month, the House Transportation and Infrastructure Committee have held a series of hearings entitled, "Building a 21st Century Infrastructure for America," which have focused on various aspects of infrastructure, from passenger rail service to reauthoring the Federal Aviation Authorization (FAA).</p> <p>On June 7, President Trump outlined that he intends to leverage \$200 billion in direct federal funding over ten years to help stimulate \$1 trillion in investment in infrastructure. This federal funding will consist of 1) grants and loans that seek to privatize the country's air traffic control system, 2) grants to repair bridges, road,</p>

			<p>3) enhanced loan program with the Transportation Infrastructure Finance and Innovation Act, and 4) incentive programs with grants to states and municipalities.</p> <p>One part of the president's plan has already been put into legislation. House Transportation and Infrastructure Committee Chairman Bill Shuster and Aviation Subcommittee Chairman Frank LoBiondo (R-NJ) introduced the FAA's reauthorization legislation, H.R. 4441, the 21st Century Aviation Innovation, Reform, and Reauthorization (AIRR) Act, which will transfer air traffic control operations from the FAA to a private, nonprofit, 13-member board. While Representative Shuster said that the bill does not "mirror" President Trump's infrastructure outline, he said that he considered many aspects of the proposal. Shuster has also voiced his hope that the committee will markup the legislation on Tuesday, June 27 and move to the floor in mid-July.</p> <p>Currently, it is unclear who will champion the bill in the other chamber. Senate Commerce, Science and Transportation Committee Chairman John Thune (R-SD) announced that the Senate's FAA reauthorization legislation will not include privatizing the air traffic control system. That said, Representative Sam Graves (R-MO), who last year voted against the 2016 FAA reauthorization bill, helped develop the legislation with Chairman Shuster.</p>
H.R. 1663	Rep. Grace Napolitano (D-CA) / Rep. Rob Wittman (R-VA)	Water Resources Research Amendments Act	<p>This legislation would extend a Federal-State partnership aimed at addressing state and regional water problems, promoting distribution and application of research results, and providing training and practical experience for water-related scientists and engineers. H.R. 1663 would authorize \$9,000,000 annually over five years for grants to water resources research institutes and require two-to-one matching with non-federal funds. It would also promote exploration of new ideas, expand research to reduce energy consumption, and bolster reporting and accountability requirements.</p> <p>The bill has been introduced in the House Committee on Natural Resources and no actions have yet been scheduled on it.</p>
H.R. 497/ S.357	Rep. Paul Cook (R-CA) / Sen. Dianne Feinstein (D-CA)	Santa Ana River Wash Plan Land Exchange Act	<p>This bill directs the Department of the Interior: (1) to quitclaim to the San Bernardino Valley Water Conservation District in California approximately 327 acres of identified federal land administered by the Bureau of Land Management, and (2) in exchange for such land, to accept from the Conservation District a conveyance of approximately 310 acres of its land.</p>

			<p>On April 27th HR 497 passed through the House Natural Resources Committee by unanimous consent, and was schedule for the House Floor Consideration on June 2nd.</p> <p>This bill was passed by the House on June 27th by a vote of 424-0. It will now be considered by the Senate.</p>
S. 32	Sen. Dianne Feinstein (D-CA)	California Desert Protection and Recreation Act	<p>This bill would designate important wilderness in the California desert and protect lands for recreation, wildlife and tourism. Aspects of the bill include:</p> <ul style="list-style-type: none"> • Mandate study and protection of Native American cultural trails along the Colorado River. • Designate 230,000 acres of additional wilderness area between the Avawatz Mountains near Death Valley to Imperial County's Milpitas Wash. • Add 43,000 acres to Death Valley and Joshua Tree national parks. • Create a 75,000-plus acre special management area at Imperial County's Vinagre Wash. • Designate Inyo County's Alabama Hills as a National Scenic Area. • Prohibit new mining claims on 10,000 acres in Imperial County considered sacred by the Quechan Tribe. <p>Additionally, the bill protects 140,000 acres of existing off-road vehicle riding areas from mining, energy development, military base expansion or other decisions that would close them to vehicle use.</p>
H.R. 2510	Rep. Peter DeFazio (D-OR)	Water Quality Protection and Job Creation Act of 2017	<p>This bill would amend the Federal Water Pollution Control Act to authorize appropriations for State water pollution control revolving funds.</p> <p>This bill has been introduced to the House Transportation and Infrastructure subcommittee on Water resources and Environment.</p>
H.R. 1654	Rep. Tom McClintock (R-CA)	Water Supply Permitting Coordination Act	<p>This bill would allow water project sponsors the opportunity to use an expedited permitting process for new or expanded surface non-federal storage facilities through the Bureau of Reclamation, which would be the lead and central agency coordinating the review process.</p> <p>The House Natural Resources Committee approved the bill by a vote of 24-16 on April 27th. The House Rules Committee on June 20th dictated final amendments for passage on the House Floor; this bill passed the House on June 22nd by a vote of 233-180.</p>

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State Legislation

Bill Number	Sponsor	Title and/or Summary	Summary/Status	IEUA Position
AB 574	Quirk	Potable Reuse	<p>Current law required the State Department of Public Health to develop and adopt uniform water recycling criteria for surface water augmentation, as defined, by December 31, 2016, if a specified expert panel found that the criteria would adequately protect public health health. Current law defined the terms “direct potable reuse,” “indirect potable reuse for groundwater recharge,” and “surface water augmentation” for these purposes. This bill would remove certain references to “direct potable reuse,” “indirect potable reuse for groundwater recharge,” and “surface water augmentation,” and would instead specify the four different types of potable reuse projects as “groundwater augmentation,” “reservoir augmentation,” “raw water augmentation,” and “treated water augmentation.”</p>	<p>SUPPORT</p> <p>In Senate Environmental Quality Committee 7/5</p>
AB 791	Frazier	Sacramento-San Joaquin Delta: State Water Project and federal Central Valley Project: new conveyance facility.	<p>The Sacramento-San Joaquin Delta Reform Act of 2009 prohibits construction of a new Delta conveyance facility from being initiated until the persons or entities that contract to receive water from the State Water Project and the federal Central Valley Project or a joint powers authority representing those entities have made arrangements or entered into contracts to pay for certain costs required for the construction, operation, and maintenance of the facility and full mitigation of property tax or assessments levied for land used in the construction, location, mitigation, or operation of the facility. This bill would require, before a water contractor enters into a contract to pay for these costs, that the lead agency provide the breakdown of costs for each water contractor entering into a contract and what benefits each contractor will receive based on the proportion it has financed of the proposed conveyance project.</p>	<p>OPPOSE</p> <p>Failed in Assm. Appropriations</p> <p>DEAD</p>

AB 792	Frazier	Sacramento-San Joaquin Delta: Delta Plan: certification of consistency.	The Sacramento-San Joaquin Delta Reform Act of 2009 establishes the Delta Stewardship Council and requires the council to develop, adopt, and commence implementation of a comprehensive management plan for the Delta, known as the Delta Plan. The act requires a state or local public agency that proposes to undertake a covered action to prepare and submit to the council a written certification of consistency with the Delta Plan before undertaking that action. This bill would prohibit the council from granting a certification of consistency with the Delta Plan until the board has completed its update of a specified water quality control plan.	OPPOSE 2 Year Bill
AB 793	Frazier	Sacramento-San Joaquin Delta: financing.	Would declare it to be state policy that the existing state of the Sacramento-San Joaquin Delta is recognized and defined as an integral component of California's water infrastructure. The bill would state that the maintenance and repair of the Delta are eligible for the same forms of financing as other water collection and treatment infrastructure and would specify the maintenance and repair activities that are eligible are limited to certain cleanup and abatement-related restoration and conservation activities.	OPPOSE 2 Year Bill
SB 231	Hertzberg	Local government: fees and charges.	Articles XIIC and XIID of the California Constitution generally require that assessments, fees, and charges be submitted to property owners for approval or rejection after the provision of written notice and the holding of a public hearing. Current law, the Proposition 218 Omnibus Implementation Act, prescribes specific procedures and parameters for local jurisdictions to comply with Articles XIIC and XIID of the California Constitution and defines terms for these purposes. This bill would define the term "sewer" for these purposes. The bill would also make findings and declarations relating to the definition of the term "sewer" for these purposes.	SUPPORT On Assembly Floor

AB 1668	Friedman	Water Conservation: guidelines	Creates a new drought response plan by making numerous changes to water supply planning and drought planning to incorporate climate change, enhance water supply analysis, and strengthen the enforceability of urban water management plans (UWMP) and drought contingency planning	WATCH Senate Natural Resources and Water 7/11
AB 1669	Friedman	Urban water conservation standards and use reporting	Requires the State Water Resources Control Board (SWRCB) in consultation with the Department of Water Resources (DWR) to adopt long-term standards for urban water conservation and water use by May 20, 2021	WATCH Failed Assembly Appropriations
AB 968	Rubio	Urban water use: water efficiency	Establishes a new 2025 water use efficiency requirement for urban retail water suppliers	WATCH Failed Assembly Appropriations
AB 1654	Rubio	Water Shortage: Urban Water Management Planning	Creates a new drought response plan by recasting the requirements of a water shortage contingency analysis (WSCA), and creates a new annual water supply reporting requirement for urban water suppliers	WATCH Senate Natural Resources and Water 7/11
AB 869	Rubio	Sustainable water use and demand reduction: recycled water	Excludes, from the calculation of any water use or water efficiency target established after 2020, recycled water, as specified, delivered within the service area of an urban retail or wholesale water supplier	WATCH Senate Natural Resources and Water 7/11

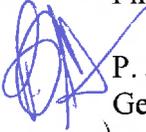
INFORMATION
ITEM

4K

Date: July 19, 2017

To: The Honorable Board of Directors

Through: Finance and Administration Committee (7/12/17)

From:  P. Joseph Grindstaff
General Manager

Submitted by:  Christina Valencia
Chief Financial Officer/Assistant General Manager

 Javier Chagoyen-Lazaro
Manager of Finance and Accounting

Subject: Treasurer's Report of Financial Affairs Report

RECOMMENDATION

The Treasurer's Report of Financial Affairs for the month ended May 31, 2017, is an informational item for the Board of Director's review.

BACKGROUND

The Treasurer's Report of Financial Affairs for the month ended May 31, 2017 is submitted in a format consistent with State requirements. The monthly report denotes investment transactions that have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2016-5-1), with one noted exception. The exception noted for medium term note investments was approved by the Board of Directors on May 17, 2017.

At the May Board meeting, staff reported an exception in the March Financial Affairs Report to the criteria established in the Agency's Investment Policy: the share of the medium-term notes as a percentage of surplus funds portfolio was 11.2 percent, which is above the 10 percent defined in the Investment Policy, but below the 30 percent threshold established under the California Government Code (CGC). On May 17, 2017, the Board of Directors approved the Treasurer's Report of Financial Affairs for the month ended March 31, 2017, including the staff recommendation to approve medium-term investments as of March 31, 2017 and to allow for those investments to be held until maturity.

Staff continue to monitor the medium-term note ratio and the expected portfolio outcome. Staff expects the fluidity of cash flow activities will evolve in a manner that will warrant gradual decrease in the medium-term note ratio until the 10 percent allowable threshold is achieved.

Consistent with the Agency's Investment Policy, staff seeks to maintain the preservation of capital, liquidity and attain return on investment when investing. As of May 31, 2017, the medium-term notes represent 10.8 percent of the surplus funds portfolio.

For the month of May, total cash, investments, and restricted deposits of \$168,754,565 reflects an increase of \$4,596,717 compared to the total reported for April 2017. The increase was attributed to \$6.9 million of CCRA deposits reported by Member Agencies, offset by a \$1.9 million debt service payment for the 2008 B Variable Bond. As a result, the average days of cash on hand for the month ended May 31, 2017 decreased from 300 days to 292 days, due to the decrease in unrestricted cash available. Average days of cash on hand is calculated using the monthly ending balance of unrestricted cash and cash equivalents divided by disbursements associated with operating expenses, debt service, and capital expenditures as recorded in the Agency's cash flow. New connection fees collected and held by member agencies are excluded from the days of cash on hand calculation.

The Agency's investment portfolio average rate in May 2017 was 1.065%, an increase of 0.038% compared to the average yield of 1.027% reported in April 2017. The change in yield is due to an increase in yield across three of the Agency's investment accounts. The Local Agency Investment Fund (LAIF) yield rose from 0.884% in April to 0.925% in May. The CalTrust and California Asset Management Program (CAMP) accounts also rose in yield by 0.02% and 0.01%, respectively.

The Financial Affairs report is consistent with the *Agency's Business Goal of Fiscal Responsibility* in providing financial reporting that accounts for cash and investment activities to fund operating requirements and to optimize investment earnings.

PRIOR BOARD ACTION

On June 21, 2017, the Board of Directors approved the Treasurer's Report of Financial Affairs for the month ended April 30, 2017.

IMPACT ON BUDGET

The interest earned on the Agency's investment portfolio increases the Agency's reserves.

Attachment: May 2017 Treasurer's Report of Financial Affairs

TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Month Ended May 31, 2017



All investment transactions have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2016-5-1) adopted by the Inland Empire Utilities Agency's Board of Directors during its regular meeting held on May 18, 2016.

The funds anticipated to be available during the next six-month period are expected to be sufficient to meet all foreseen expenditures during the period.

* A Municipal Water District

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
May 31, 2017

	<u>May</u>	<u>April</u>
<u>Cash, Bank Deposits, and Bank Investment Accounts</u>	<u>\$5,006,066</u>	<u>\$942,505</u>
<u>Investments</u>		
Citizens Business Bank (CBB) Repurchase (Sweep)	\$12,906,970	\$18,688,931
Local Agency Investment Fund (LAIF)	28,108,664	28,108,664
CalTrust	16,135,543	16,114,893
California Asset Management Program (CAMP)	18,153,798	18,138,805
Certificates of Deposit	3,385,000	3,385,000
Municipal Bonds	997,180	997,074
Commercial Paper	1,993,156	1,990,969
Medium Term Notes	13,599,005	13,601,753
U.S. Treasury Notes	1,991,087	1,990,708
U.S. Government Sponsored Entities	28,427,729	28,427,368
Total Investments	<u>\$125,698,132</u>	<u>\$131,444,165</u>
Total Cash and Investments Available to the Agency	<u>\$130,704,198</u>	<u>\$132,386,670</u>
<u>Restricted Deposits</u>		
Debt Service Accounts	\$2,552,095	\$3,333,708
CCRA Deposits Held by Member Agencies	25,510,292	18,573,252
OPEB (CERBT) Account	9,707,771	9,616,271
Escrow Deposits	280,209	247,947
Total Restricted Deposits	<u>\$38,050,367</u>	<u>\$31,771,178</u>
Total Cash, Investments, and Restricted Deposits	<u><u>\$168,754,565</u></u>	<u><u>\$164,157,848</u></u>

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
May 31, 2017

Cash, Bank Deposits, and Bank Investment Accounts

CBB Demand Account (Offset by CBB Sweep Balance)	\$4,809,071
CBB Workers' Compensation Account	54,566
Bank of America (BoFA) Payroll Account	26,116
BoFA Payroll Taxes Account	28,702
Subtotal Demand Deposits	<u>\$4,918,455</u>

Other Cash and Bank Accounts

Petty Cash	<u>\$2,250</u>
Subtotal Other Cash	\$2,250

US Bank Pre-Investment Money Market Account

\$85,361

Total Cash and Bank Accounts

\$5,006,066

Investments

CBB Repurchase (Sweep) Investments

Freddie Mac	<u>12,906,970</u>
Subtotal CBB Repurchase (Sweep)	\$12,906,970

Local Agency Investment Fund (LAIF)

LAIF Non-Restricted Fund	<u>\$28,108,664</u>
Subtotal Local Agency Investment Fund	\$28,108,664

CalTrust

Short Term	\$10,155,013
Medium Term - Restricted	<u>5,980,530</u>
Subtotal CalTrust	\$16,135,543

California Asset Management Program (CAMP)

Pool	<u>\$18,153,798</u>
Subtotal CAMP	\$18,153,798

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
May 31, 2017

Investments Continued

Certificates of Deposit

Brokered Certificates of Deposit	\$3,385,000
Subtotal Certificates of Deposit	\$3,385,000

Commercial Paper

Natixis NY Branch	\$1,993,156
Subtotal Commercial Paper	\$1,993,156

Municipal Bonds

State and Local Municipal Bonds	\$997,180
Subtotal State Municipal Bonds	\$997,180

Medium Term Notes

John Deere Capital Corp.	1,000,301
Toyota Motor Credit Corp.	2,000,000
JP Morgan Chase & Co.	999,663
Johnson & Johnson	2,014,556
Microsoft	2,064,150
Exxon Mobil	2,510,524
Wells Fargo Bank N.A.	3,009,811
Subtotal Medium Term Notes	\$13,599,005

U.S. Treasury Notes

Treasury Note	\$1,991,087
Subtotal U.S. Treasury Notes	\$1,991,087

U.S. Government Sponsored Entities

Fannie Mae Bank	\$3,749,624
Freddie Mac Bank	8,484,987
Federal Farm Credit Bank	13,194,941
Federal Home Loan Bank	2,998,177
Subtotal U.S. Government Sponsored Entities	\$28,427,729

Total Investments

\$125,698,132

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
May 31, 2017

Restricted Deposits

Debt Service Reserves

08B Debt Service Accounts	\$2,545,375
10A Debt Service Accounts	16
17A Debt Service Accounts	6,704
	<hr/>
Subtotal Debt Service Reserves	\$2,552,095

CCRA Deposits Held by Member Agencies

City of Chino	\$3,186,014
Cucamonga Valley Water District	2,667,421
City of Fontana	3,080,854
City of Montclair	660,087
City of Ontario	10,166,149
City of Chino Hills	4,972,547
City of Upland	777,220
	<hr/>
Subtotal CCRA Deposits Held by Member Agencies	\$25,510,292

CalPERS

OPEB (CERBT) Account	\$9,707,771
	<hr/>
Subtotal CalPERS Accounts	\$9,707,771

Escrow Deposits

Kemp Brothers Construction	\$280,209
	<hr/>
Subtotal Escrow Deposits	\$280,209

Total Restricted Deposits

\$38,050,367

Total Cash, Investments, and Restricted Deposits as of May 31, 2017

\$168,754,565

Total Cash, Investments, and Restricted Deposits as of 05/31/17

\$168,754,565

Less: Total Cash, Investments, and Restricted Deposits as of 04/30/17

164,157,848

Total Monthly Increase (Decrease)

\$4,596,717

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
May 31, 2017

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	May Amortization	May Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
Cash, Bank Deposits, and Bank Investment Accounts													
Citizens Business Bank (CBB)													
Demand Account*					\$4,809,071	\$4,809,071	N/A	N/A	\$4,809,071		N/A	N/A	\$4,809,071
Workers' Compensation Account					54,566	54,566	N/A	N/A	\$54,566		N/A	N/A	54,566
Subtotal CBB Accounts					<u>\$4,863,637</u>	<u>\$4,863,637</u>			<u>\$4,863,637</u>				<u>\$4,863,637</u>
Bank of America (BoFA)													
Payroll Checking					\$26,116	\$26,116	N/A	N/A	\$26,116		N/A	N/A	\$26,116
Payroll Tax Checking					28,702	28,702	N/A	N/A	28,702		N/A	N/A	28,702
Subtotal B of A Accounts					<u>\$54,818</u>	<u>\$54,818</u>			<u>\$54,818</u>		N/A		<u>\$54,818</u>
US Bank (USB)													
Federated Automated MMA					\$85,361	\$85,361	N/A	N/A	\$85,361		0.20%	N/A	\$85,361
Subtotal USB Account					<u>\$85,361</u>	<u>\$85,361</u>			<u>\$85,361</u>		0.20%		<u>\$85,361</u>
Petty Cash													
					<u>\$2,250</u>	<u>\$2,250</u>	N/A	N/A	<u>\$2,250</u>		N/A	N/A	<u>\$2,250</u>
Total Cash, Bank Deposits and Bank Investment Accounts					<u>\$5,006,066</u>	<u>\$5,006,066</u>			<u>\$5,006,066</u>				<u>\$5,006,066</u>
<i>*Negative demand checking balance is offset by the Daily Repurchase (Sweep) Account balance</i>													
Investments													
CBB Daily Repurchase (Sweep) Accounts													
FHLMC					\$12,906,970	\$12,906,970	N/A	N/A	\$12,906,970		0.50%	N/A	\$12,906,970
Subtotal CBB Repurchase Accounts					<u>\$12,906,970</u>	<u>\$12,906,970</u>			<u>\$12,906,970</u>		0.50%		<u>\$12,906,970</u>
LAIF Accounts													
Non-Restricted Funds					\$28,108,664	\$28,108,664	N/A	N/A	\$28,108,664		0.925%	N/A	\$28,108,664
Subtotal LAIF Accounts					<u>\$28,108,664</u>	<u>\$28,108,664</u>			<u>\$28,108,664</u>		0.925%		<u>\$28,108,664</u>
CALTRUST Accounts													
Short-Term					\$10,155,013	\$10,155,013	N/A	N/A	\$10,155,013		1.07%	N/A	\$10,155,013
Medium-Term (Self Insurance Reserves)					5,980,530	5,980,530	N/A	N/A	5,980,530		1.27%	N/A	5,980,530
Subtotal CalTrust Accounts					<u>\$16,135,543</u>	<u>\$16,135,543</u>			<u>\$16,135,543</u>		1.144%		<u>\$16,135,543</u>
CAMP Accounts													
Short-Term					\$18,153,798	\$18,153,798	N/A	N/A	\$18,153,798		0.97%	N/A	\$18,153,798
Subtotal CAMP Accounts					<u>\$18,153,798</u>	<u>\$18,153,798</u>			<u>\$18,153,798</u>		0.97%		<u>\$18,153,798</u>

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
May 31, 2017

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	May Amortization	May Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
Investments (continued)													
Brokered Certificates of Deposit (CDs)													
Comenity Capital Bank	N/A				\$240,000	\$240,000	731		\$240,000	1.15%	1.15%	07/13/17	\$240,055
Discover Bank	N/A				240,000	240,000	552		240,000	1.15%	1.15%	07/17/17	240,103
Medallion Bank	N/A				240,000	240,000	733		240,000	1.20%	1.20%	07/17/17	240,053
Sallie Mae Bank	N/A				248,000	248,000	743		248,000	1.15%	1.15%	11/06/17	248,216
Key Bank National Association	N/A				248,000	248,000	732		248,000	1.10%	1.10%	11/13/17	248,226
Capital One Bank	N/A				240,000	240,000	916		240,000	1.35%	1.35%	01/16/18	240,410
Goldman Sachs Bank USA	N/A				240,000	240,000	916		240,000	1.40%	1.40%	01/16/18	240,485
BMW Bank of North America	N/A				240,000	240,000	915		240,000	1.40%	1.40%	01/17/18	240,485
American Express Bank	N/A				240,000	240,000	1097		240,000	1.70%	1.70%	07/16/18	240,612
American Express Centurion	N/A				240,000	240,000	1097		240,000	1.70%	1.70%	07/16/18	240,612
Ally Bank	N/A				243,000	243,000	722		243,000	1.45%	1.45%	03/11/19	242,949
Wells Fargo Bank	N/A				242,000	242,000	729		242,000	1.55%	1.55%	03/15/19	242,363
HSBC Bank USA, NA Step	N/A				244,000	244,000	1827		244,000	1.25%	2.51%	07/29/20	244,122
Synchrony Bank	N/A				240,000	240,000	1827		240,000	2.25%	2.25%	10/02/20	242,686
Subtotal Brokered CDs					\$3,385,000	\$3,385,000		\$0	\$3,385,000		1.50%		\$3,391,377
US Treasury Note													
US Treasury Note					\$2,000,000	\$1,990,000	808	379	\$1,991,087	1.13%	1.35%	05/31/19	\$1,993,900
Subtotal US Treasuries					\$2,000,000	\$1,990,000		\$379	\$1,991,087		1.35%		\$1,993,900
U.S. Government Sponsored Entities													
Federal Farm Credit Bank (<i>Sinking Fund Reserves 21</i>)	AA+	Aaa			\$5,195,000	\$5,199,431	447	(303)	\$5,196,025	0.75%	0.68%	09/13/17	\$5,191,312
Federal Home Loan Bank	AA+	Aaa			1,000,000	1,000,380	713	(16)	1,000,314	1.25%	1.23%	01/18/19	999,120
Federal Farm Credit Bank	AA+	Aaa			3,000,000	3,000,000	1,079		3,000,000	1.15%	1.15%	02/22/19	2,984,280
Freddie Mac Bond	AA+	Aaa			1,000,000	1,003,132	1,023	(95)	1,001,999	1.25%	1.14%	03/15/19	999,430
Federal Farm Credit	AA+	Aaa			1,500,000	1,499,411	720	25	1,499,463	1.40%	1.42%	03/27/19	1,499,655
Federal Farm Credit	AA+	Aaa			1,500,000	1,499,400	720	25	1,499,453	1.40%	1.42%	03/27/19	1,499,655
Federal Home Loan Bank	AA+	Aaa			2,000,000	1,997,600	801	92	1,997,863	1.38%	1.43%	05/24/19	2,000,680
Freddie Mac Bond	AA+	Aaa			2,000,000	2,000,000	798		2,000,000	1.55%	1.55%	06/06/19	2,001,460
Federal Farm Credit Bank	AA+	Aaa			2,000,000	2,000,000	1,460		2,000,000	1.52%	1.52%	06/24/19	2,004,700
Freddie Mac Bond	AA+	Aaa			1,500,000	1,500,000	1,080		1,500,000	1.15%	1.15%	07/26/19	1,480,350
Fannie Mae Step Bond	AA+	Aaa			1,500,000	1,500,000	1,080		1,500,000	0.88%	1.33%	07/26/19	1,489,245
Fannie Mae Bond	AA+	Aaa			900,000	899,460	1,153	14	899,624	1.25%	1.25%	08/23/19	892,134
Fannie Mae Bond	AA+	Aaa			1,350,000	1,350,000	1,157		1,350,000	1.25%	1.25%	08/26/19	1,337,850
Freddie Mac Bond	AA+	Aaa			3,000,000	2,972,928	1,359	618	2,982,988	1.25%	1.50%	10/02/19	2,987,970
Freddie Mac Bond	AA+	Aaa			1,000,000	1,000,000	1,093		1,000,000	1.63%	1.63%	01/28/20	1,000,070
Subtotal U.S. Gov't Sponsored Entities					\$28,445,000	\$28,421,742		\$360	\$28,427,729		1.24%		\$28,367,911

(As of August 2011, all US GSE's have been downgraded to AA+ Rating by S&P)

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
May 31, 2017

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	May Amortization	May Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value
	S&P	Moody's	S&P	Moody's									
Commercial Paper													
Natixis NY Branch	A-	A2			\$2,000,000	\$1,986,877	182	2,187	\$1,993,156	1.29%	1.31%	09/05/17	\$1,993,540
Subtotal Commercial Paper					\$2,000,000	\$1,986,877		\$2,187	\$1,993,156		1.31%		\$1,993,540
Municipal Bonds													
San Diego Redevelopment Agency	AA	N/R			\$1,000,000	\$996,800	934	\$106	\$997,180	1.63%	1.75%	09/01/19	\$994,170
Subtotal State and Local Municipal Bonds					\$1,000,000	\$996,800		\$106	\$997,180		1.75%		\$994,170
Medium Term Notes													
John Deere Capital Corp	A	A2			\$1,000,000	\$1,004,000	1,754	(71)	\$1,000,301	1.20%	1.11%	10/10/17	\$999,300
Wells Fargo Bank	AA-	Aa2			1,500,000	1,502,565	301	(259)	1,501,972	1.65%	1.44%	01/22/18	1,501,560
Toyota Motor Credit Corp	AA-	Aa3			2,000,000	2,000,000	1,045		2,000,000	1.10%	1.10%	04/25/18	1,985,660
JP Morgan Chase & Co	A-	A3			1,000,000	999,000	1,037	30	999,663	1.63%	1.66%	05/15/18	1,000,340
Johnson & Johnson	AAA	Aaa			2,000,000	2,027,480	1,044	(816)	2,014,556	1.65%	1.16%	12/05/18	2,008,760
Microsoft	AAA	Aaa			2,050,000	2,076,691	1,045	(792)	2,064,150	1.63%	1.16%	12/06/18	2,060,250
Exxon Mobil	AA+	Aaa			1,000,000	1,005,750	763	(234)	1,004,816	1.71%	1.43%	03/01/19	1,003,350
Exxon Mobil	AA+	Aaa			1,500,000	1,506,285	712	(271)	1,505,708	1.82%	1.59%	03/15/19	1,508,565
Wells Fargo Bank	AA-	Aa2			1,500,000	1,511,655	1,061	(336)	1,507,839	1.75%	1.48%	05/24/19	1,498,260
Subtotal Medium Term Notes					\$13,550,000	\$13,633,426		(2,749)	\$13,599,005		1.32%		\$13,566,045
Total Investments					\$125,684,975	\$125,718,820			\$125,698,132				\$125,611,918
<i>(Source of Investment Market Value: US Bank)</i>													
Restricted Deposits													
Debt Service and Arbitrage Accounts													
08B Debt Service Accounts					\$2,545,375	\$2,545,375	N/A	N/A	\$2,545,375		0.20%		\$2,545,375
10A Debt Service Accounts					16	16	N/A	N/A	16		0.19%		16
17A Debt Service Accounts					6,704	6,704	N/A	N/A	6,704		0.17%		6,704
Total Debt Service Accounts					\$2,552,095	\$2,552,095			\$2,552,095		0.20%		\$2,552,095

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
May 31, 2017

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par Amount	Cost Basis Amount	Term (Days)	May Amortization	May Value	% Coupon	% Yield to Maturity	Maturity Date	Market Value	
	S&P	Moody's	S&P	Moody's										
CCRA Deposits Held by Member Agencies														
City of Chino					\$3,186,014	\$3,186,014	N/A	N/A	\$3,186,014			N/A	N/A	\$3,186,014
Cucamonga Valley Water District					2,667,421	2,667,421	N/A	N/A	2,667,421			N/A	N/A	2,667,421
City of Fontana					3,080,854	3,080,854	N/A	N/A	3,080,854			N/A	N/A	3,080,854
City of Montclair					660,087	660,087	N/A	N/A	660,087			N/A	N/A	660,087
City of Ontario					10,166,149	10,166,149	N/A	N/A	10,166,149			N/A	N/A	10,166,149
City of Chino Hills					4,972,547	4,972,547	N/A	N/A	4,972,547			N/A	N/A	4,972,547
City of Upland					777,220	777,220	N/A	N/A	777,220			N/A	N/A	777,220
<i>Subtotal CCRA Deposits Held by Member Agencies</i>					\$25,510,292	\$25,510,292			\$25,510,292					\$25,510,292
Reported total as of April 2017.														
CalPERS Deposits														
OPEB (CERBT) Account					\$9,000,000	\$9,000,000	N/A	N/A	\$9,707,771			N/A	N/A	\$9,707,771
Subtotal CalPERS Deposits					\$9,000,000	\$9,000,000			\$9,707,771					\$9,707,771
Escrow Deposits														
Kemp Brothers Construction Escrow					\$280,209	\$280,209	N/A	N/A	\$280,209			N/A	N/A	\$280,209
Subtotal Escrow Deposits					\$280,209	\$280,209			\$280,209					\$280,209
Total Restricted Deposits					\$37,335,892	\$37,335,892			\$38,050,367					\$38,043,663
Total Cash, Investments, and Restricted Deposits as of May 31, 2017					\$168,026,933	\$168,060,778			\$168,754,565					\$168,661,647

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
May 31, 2017

May Purchases

No.	Date	Transaction	Investment Security	Type	Par Amount Purchased	Investment Yield
<i>None</i>						
Total Purchases					<u>\$</u>	<u>-</u>

May Investment Maturities, Calls & Sales

No.	Date	Transaction	Investment Security	Par Amount Matured/Sold	Investment Yield to Maturity
<i>None</i>					
Total Maturities, Calls & Sales				<u>\$</u>	<u>-</u>

INLAND EMPIRE UTILITIES AGENCY

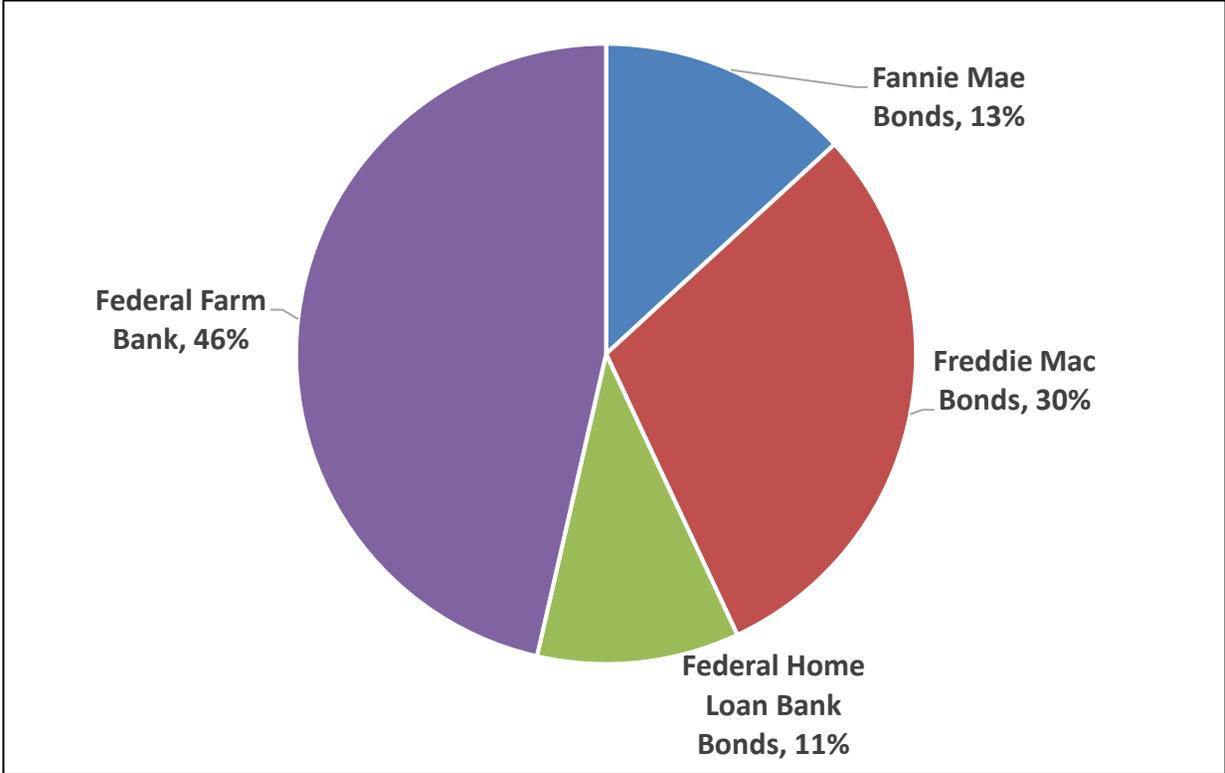
Cash and Investment Summary

Month Ended
May 31, 2017

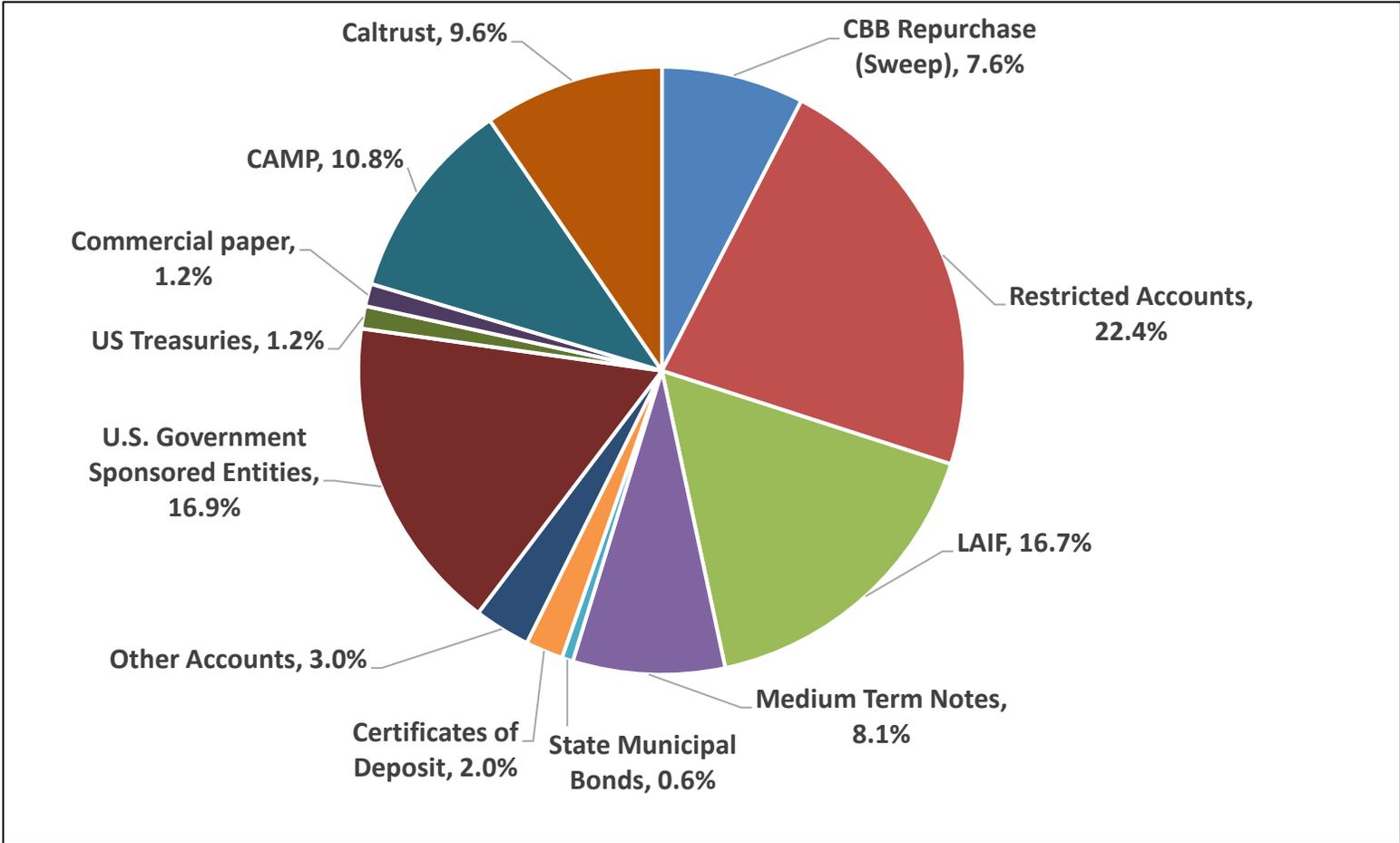
<u>Directed Investment Category</u>	<u>Amount Invested</u>	<u>Yield</u>
CBB Repurchase (Sweep)	\$12,906,970	0.500%
LAIF	28,108,664	0.925%
CalTrust	16,135,543	1.144%
CAMP	18,153,798	0.970%
Brokered Certificates of Deposit	3,385,000	1.503%
Medium Term Notes	13,599,005	1.319%
Municipal Bonds	997,180	1.753%
Commercial Paper	1,993,156	1.307%
US Treasury Notes	1,991,087	1.352%
U.S. Government Sponsored Entities	28,427,729	1.240%
<i>Total Investment Portfolio</i>	<i>\$125,698,132</i>	
<i>Investment Portfolio Rate of Return</i>		<i>1.065%</i>
<u>Restricted/Transitory/Other Accounts</u>	<u>Amount Invested</u>	<u>Yield</u>
CCRA Deposits Held by Member Agencies	\$25,510,292	N/A
CalPERS OPEB (CERBT) Account	9,707,771	N/A
US Bank - 2008B Debt Service Accounts	2,545,375	0.200%
US Bank - 2010A Debt Service Accounts	16	0.190%
US Bank - 2017A Debt Service Accounts	6,704	0.170%
US Bank - Pre-Investment Money Market Account	85,361	0.200%
Citizens Business Bank - Demand Account	4,809,071	N/A
Citizens Business Bank - Workers' Compensation Account	54,566	N/A
Other Accounts*	57,068	N/A
Escrow Account	280,209	N/A
<i>Total Restricted/Transitory/Other Accounts</i>	<i>\$43,056,433</i>	
<i>Average Yield of Other Accounts</i>		<i>0.200%</i>
Total Agency Directed Deposits	<u><u>\$168,754,565</u></u>	

* Note: Bank of America Payroll Deposits used as compensating balances for bank services.

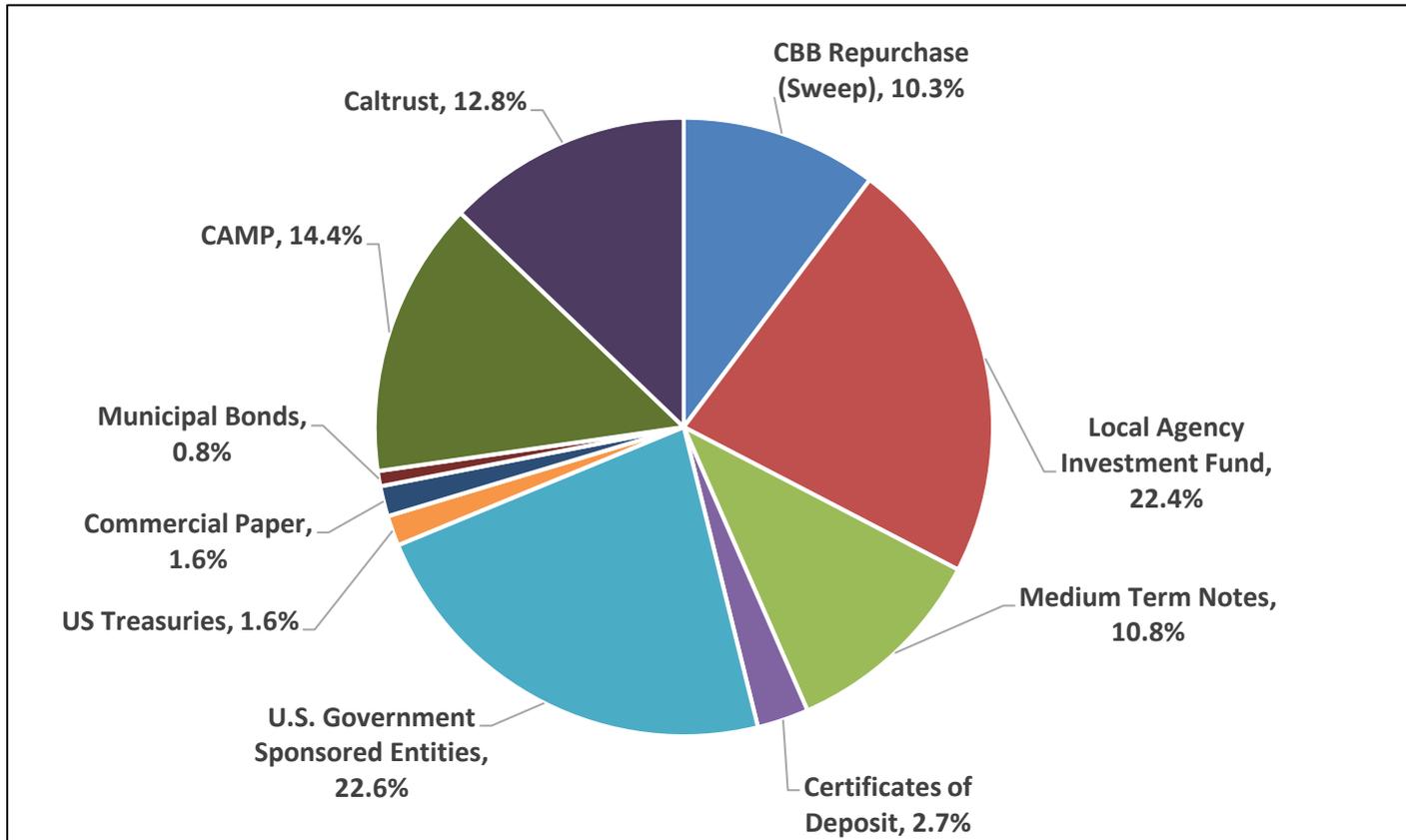
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended May 31, 2017
U.S. Government Sponsored Entities Portfolio
\$28,427,729



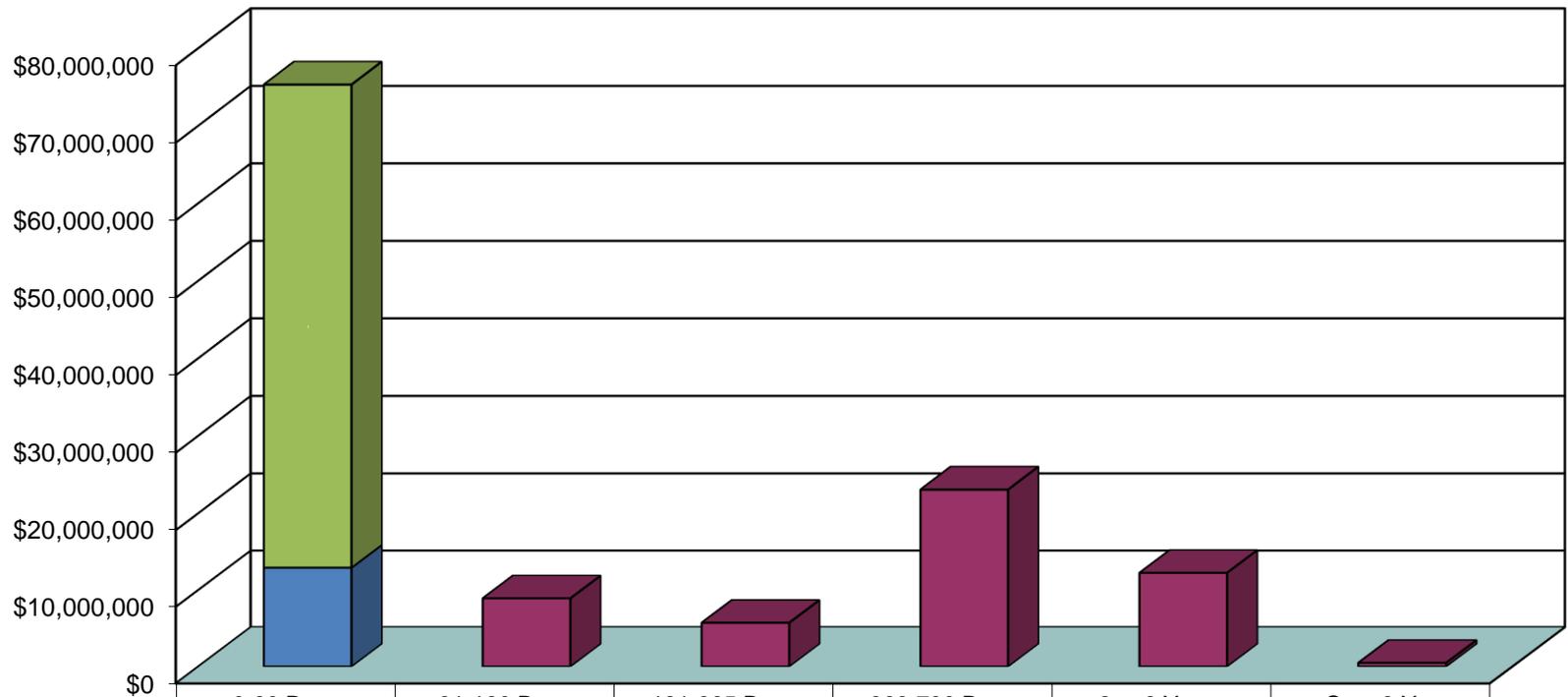
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended May 31, 2017
Agency Investment Portfolio (Net of Escrow Accounts)
\$168,474,356



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended May 31, 2017
Unrestricted Agency Investment Portfolio
\$125,698,132

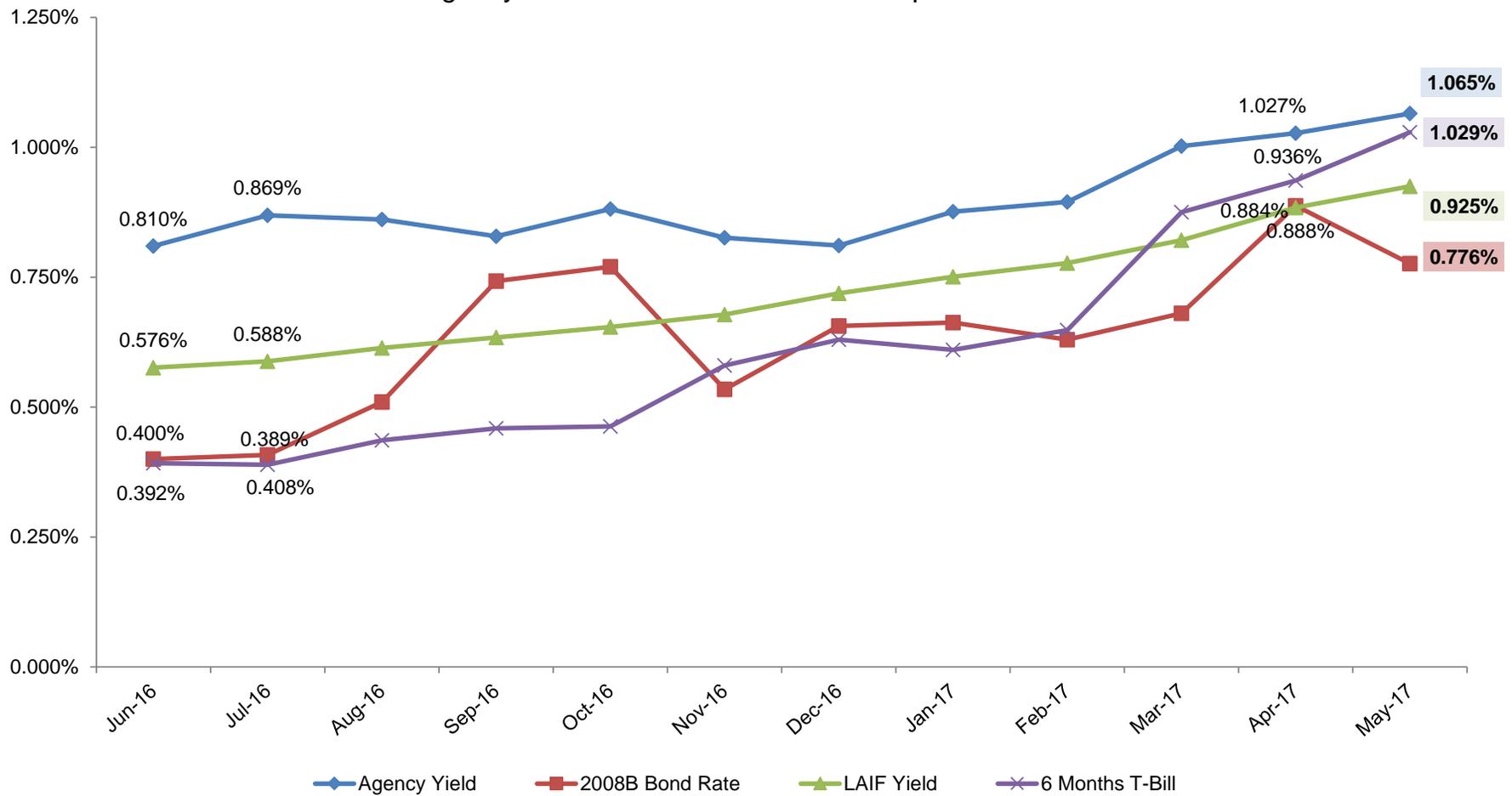


Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended May 31, 2017
Agency Investment Portfolio Maturity Distribution (Unrestricted)
\$125,698,132



	0-30 Days	31-180 Days	181-365 Days	366-730 Days	2 to 3 Years	Over 3 Yrs
■ LAIF + CalTrust+CAMP	\$62,398,005					
■ CBB Repurchase (Sweep)	\$12,906,970					
■ GSE+CD+MTN+MUNI		\$8,909,482	5,717,635	23,052,248	12,229,792	\$484,000
□ Percent	59.9%	7.1%	4.6%	18.3%	9.7%	0.4%

Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended May 31, 2017
Agency Investment Portfolio Yield Comparison



Treasurer's Report of Financial Affairs for May 31, 2017

Board Meeting



Report of Financial Affairs

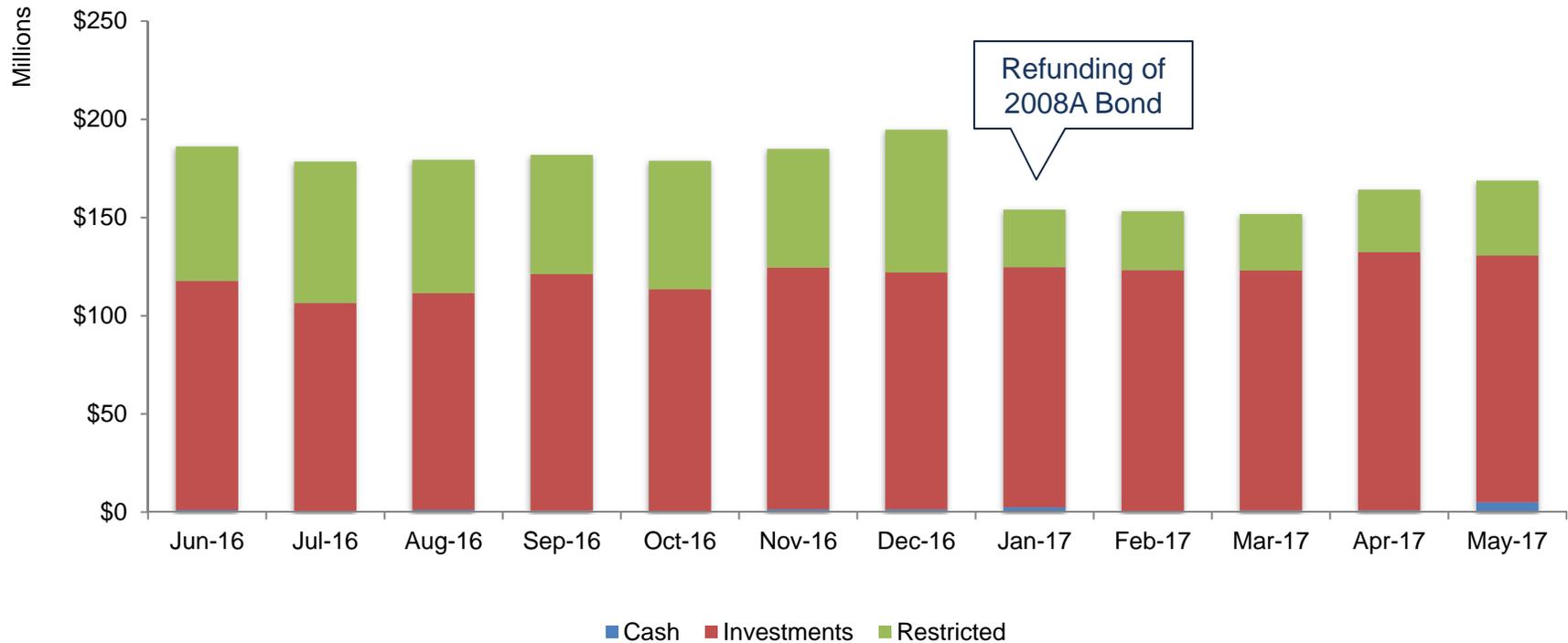
Liquidity

Description	May 2017 (\$ million)	April 2017 (\$ million)	Increase (Decrease) (\$ million)
Total Cash, Investments, and Restricted Deposits	\$168.7	\$164.1	\$4.6
Total Investment Portfolio (Unrestricted)	\$125.7	\$131.4	(\$5.7)
Investment Portfolio Yield	1.065%	1.027%	0.038%
Weighted Average Duration (years)	0.89	0.93	(0.04)
Average Cash on Hand (days)	292	300	(8)

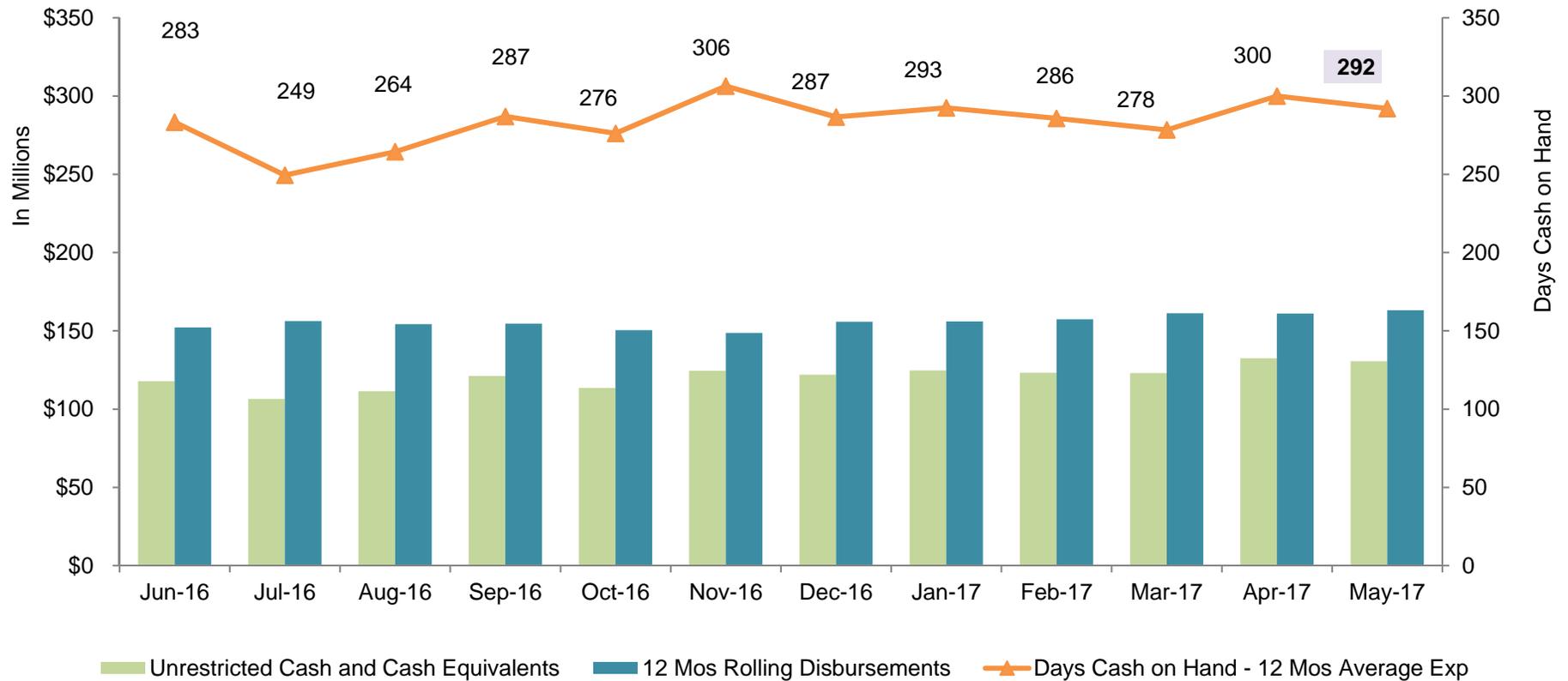
Portfolio

Authorized Investments	Allowable Threshold (\$ million or %)	Investment Value as of May 31, 2017				Average Yield	Portfolio % (Unrestricted)
		Under 1 Year	1 – 3 Years	Over 3 Years	Total		
LAIF	\$65	\$28.1			\$28.1	0.925%	22.4%
CalTrust	\$20	\$10.1	\$ 6.0		\$16.1	1.144%	12.8%
CAMP	\$20	\$18.2			\$18.2	0.97%	14.4%
Citizens Business Bank - Sweep	40%	\$12.9			\$12.9	0.50%	10.3%
Brokered CD's	30%	\$ 1.9	\$ 1.0	\$0.5	\$ 3.4	1.50%	2.7%
Commercial Paper	25%	\$ 2.0			\$ 2.0	1.31%	1.6%
Medium Term Notes	10%	\$ 5.5	\$ 8.1		\$13.6	1.32%	10.8%
Municipal Bond	10%		\$ 1.0		\$ 1.0	1.75%	0.8%
US Treasury Note	n/a		\$ 2.0		\$ 2.0	1.35%	1.6%
US Government Securities	n/a	\$ 5.2	\$23.2		\$28.4	1.24%	22.6%
Total		\$83.9	\$41.3	\$0.5	\$125.7	1.065%	100%

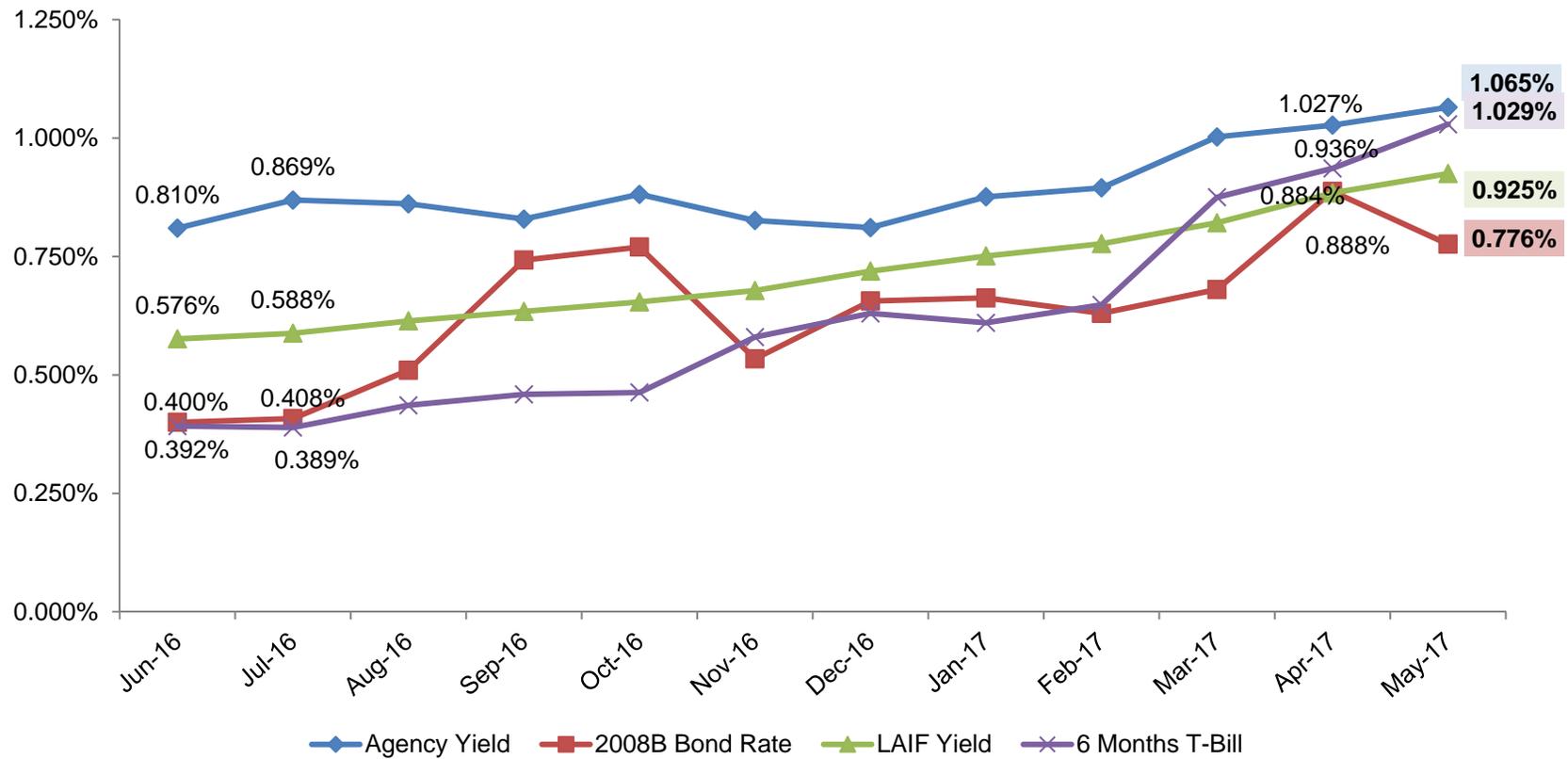
Cash, Investments, and Restricted Deposits

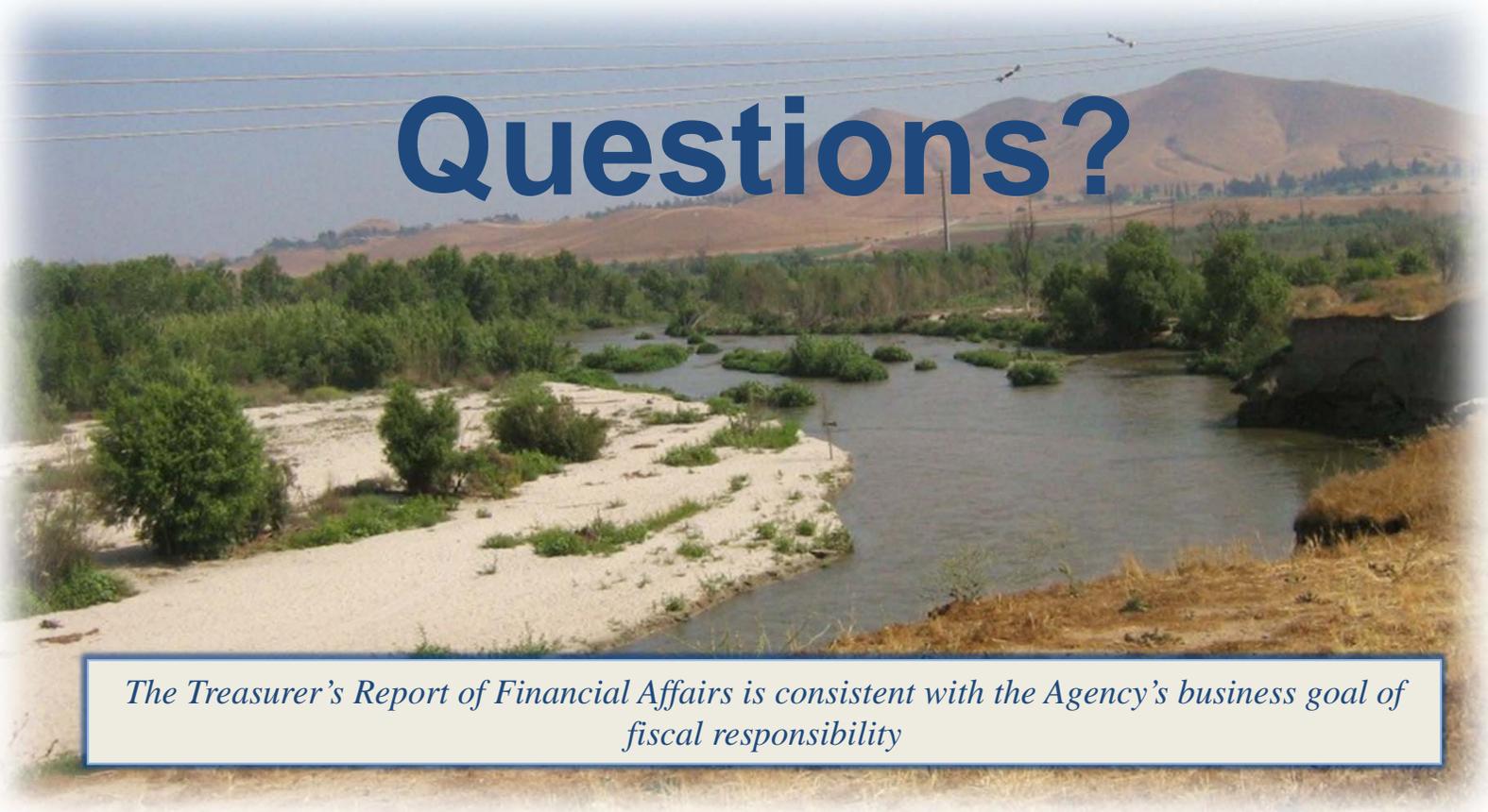


Days Cash on Hand 12 Months Rolling Average



Month End Portfolio Yield Composition





Questions?

The Treasurer's Report of Financial Affairs is consistent with the Agency's business goal of fiscal responsibility

INFORMATION
ITEM

4L

4th Quarter Planning & Environmental Resources Update



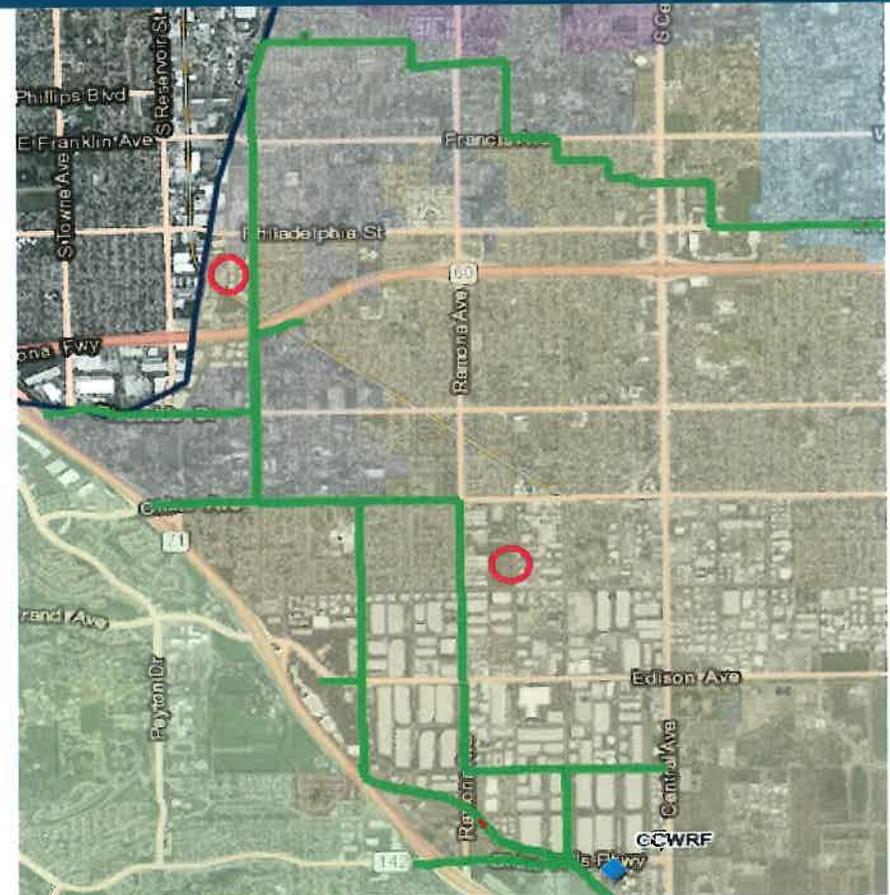
Regulatory Compliance Update

- Regional Water Quality Control Board
 - CCWRF – Chlorodibromomethane
 - RP-5 – Total coliform
- Air Quality Management District
 - 100% compliance
- Division of Drinking Water
 - CDA1 and GWR – 100% compliance



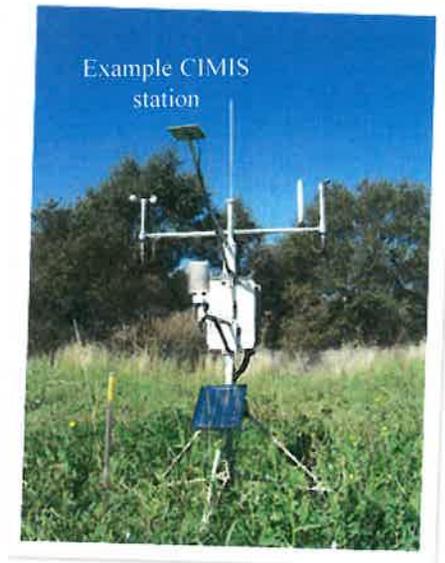
Bromide Source Evaluation

- Identification of Sources
 - Continued monitoring of Collection System (March to April)
 - Westside Interceptor and Relief Sewer
 - Popsicle Manufacturer and Slaughterhouse
- Meetings with Industries
 - Popsicle Manufacturer switched to non-Bromide bearing Salt
 - Slaughterhouse – Switch to non-Bromide sanitation chemical in process
- Next Steps
 - Continue monitoring of Slaughterhouse
 - Continue monitoring Collection System



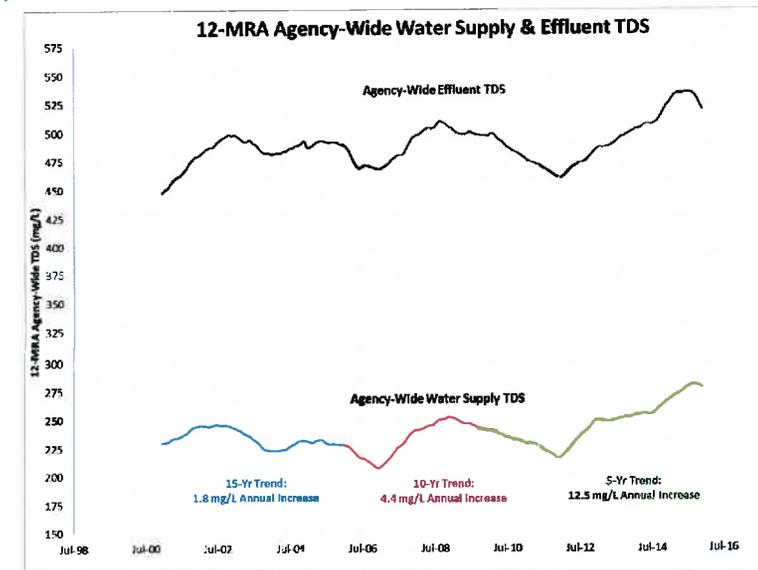
Water Resources Activities

- **Weather Station at California Institute for Men (CIM)**
 - Received approval from State/DWR to install
 - Allows calculation of service area water budgets
- **Agricultural water use efficiency**
 - Installation of soil moisture sensors/ use of compost
 - Demonstration project: agricultural water savings
- **Integrated Water Resources Plan Phase 2**
 - Compiled Member Agency project lists for water supply improvements
 - Regional water infrastructure schematic 90% complete
 - Initiating water supply benchmark analysis



Salinity Update

- Salinity challenges in water supply
 - Long-term trends show increasing TDS (~2 mg/L annually)
- Regional Water Quality Control Board (RWQCB) coordination
 - Collaboration between IEUA, CBWM, Wildermuth, and RWQCB
 - Regional effort on salinity management (SAWPA Task Force)
- Basin Plan Amendment
 - Update groundwater/basin modeling
 - Incorporate planned projects, source water changes, groundwater quality, and climate impact analysis
 - Will provide basis for longer averaging periods of the treatment plant limits for TDS



INFORMATION
ITEM

4M

Engineering and Construction Management Project Updates

Board Meeting

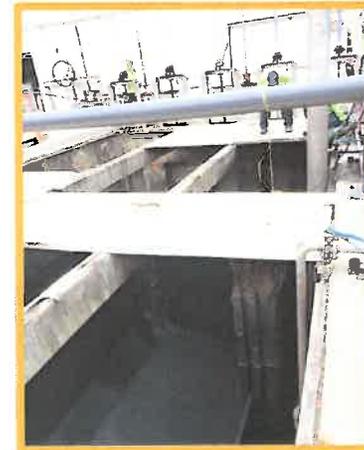


EN14019 – RP-1 Headworks Primary and Secondary Upgrades

- Design Engineer: RMC Water and Environment
- Current Contract (Design): \$819 K
- Total Project Budget: \$10.4 M
- Project Completion: October 2018
- Percentage Complete: 85%
- Scope of Work:
 - Rehabilitate the grit removal systems
 - Install submersible scum pumps and mixer
 - Design a bypass for System C flow meter
- Current Activities:
 - Final design complete
 - Advertise to bid
- Focus Points:
 - Enhancing the instrumentation and control drawings



Grit Processing Equipment



Corroded Concrete

EN16024 – RP-1 Mixed Liquor Return Pumps

- Contractor: J.F. Shea Construction
- Current Contract (Construction): \$5 M
- Total Project Budget: \$6.6 M
- Project Completion: January 2018
- Percentage Complete: 35%
- Scope of Work:
 - Add mixed liquor pumping
 - Upgrade electrical system
- Current Activities:
 - Start-up Train No. 2 (back in service)
- Focus Points:
 - Assessing equipment compatibility issues
 - Develop action plan for corrective measures



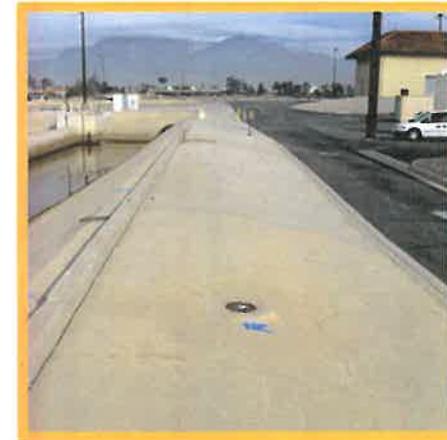
Drained Aeration Train No. 2



Aeration Basin New Conduit Installation

EN17052 – RP-1 and RP-4 Safety Improvements

- Design Engineer: Ferreira Construction
- Current Contract (Design): \$635 K
- Total Project Budget: \$949 K
- Project Completion: December 2017
- Percentage Complete: 3%
- Scope of Work:
 - Widen access route through RP-1 (east side of channel)
 - Complete south property line wall at RP-4
- Current Activities:
 - Reviewing and approving submittals
- Focus Points:
 - Submittals



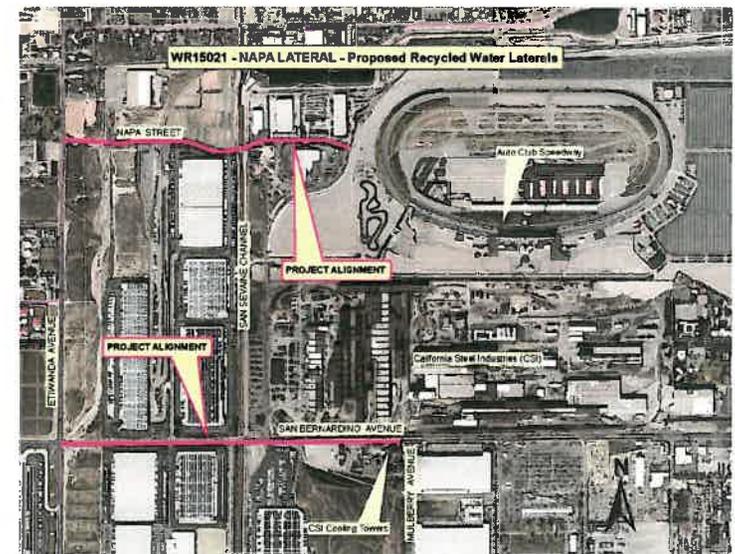
RP-1 North Access Road to be Widened



RP-4 Wall to be Completed

WR15021 – Napa Lateral

- Design/Build: TBD
- Current Contract (Design/Build): TBD
- Total Project Budget: \$6 M
- Project Completion: August 2019
- Percentage Complete: 2%
- Scope of Work:
 - Design-build approximately 10,000 linear feet of 16-inch recycled water pipeline
- Current Activities:
 - Finalize design-build specifications
 - Include updated SWRCB Proposition 1 State Revolving Fund requirements
- Focus Points:
 - Coordinate Proposition 1 SRF requirements



Plan View of Pipe Alignment

EN17110.01 – RP-4 Trident Filters Rehabilitation and Replacement

- Design Engineer: Carollo Engineers
- Current Contract (Design): \$1.3M
- Total Project Budget: \$4.5M
- Project Completion: December 2018
- Percentage Complete: 3%
- Scope of Work:
 - Rehab and replace trident filter equipment and media
 - Replace entire process air system
 - Install secondary clarifiers effluent channel weir covers
- Current Activities:
 - Issuing contractor Request for Qualification
 - Finalizing design
- Focus Points:
 - Schedule, speed – urgently needed



Filter Offline



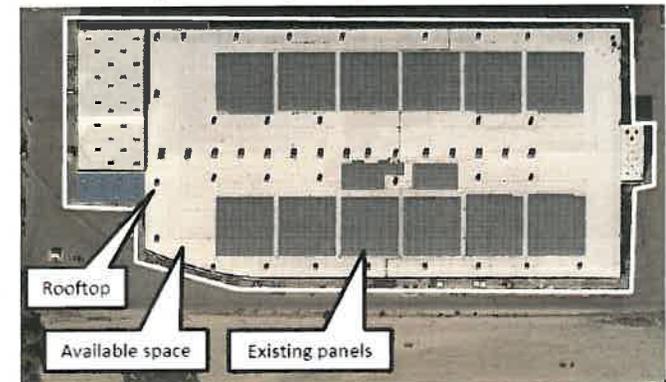
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EN0000000016 – RP-4 Battery Storage

- Design Engineer: Core States
- Current Contract (Design): \$0
- Total Project Budget: \$150K (internal labor only)
- Project Completion: March 2018
- Percentage Complete: 10%
- Scope of Work:
 - Install 1.5 MW battery storage system at RP-4
 - Install 1.5 MW of solar on IERCF roof
- Current Activities:
 - 30% design underway
 - Southern California Edison interconnection application complete
- Focus Points:
 - Finalize energy storage services amendment to add solar and increase battery storage capacity



Proposed Battery Storage Location at RP-4



IERCF Roof Layout

**AGENCY
REPRESENTATIVES'
REPORTS**

5B



THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

MWD MEETING AGENDA

Board Meeting - Revised Agenda

July 11, 2017

12:00 p.m. -- Board Room

MWD Headquarters Building 700 N. Alameda Street Los Angeles, CA 90012

1. **Call to Order**
 - (a) Invocation: James Lee, Information Technology Group
 - (b) Pledge of Allegiance: Director David De Jesus
2. **Roll Call**
3. **Determination of a Quorum**
4. **Opportunity for members of the public to address the Board on matters within the Board's jurisdiction. (As required by Gov. Code § 54954.3(a))**
5. **OTHER MATTERS**
 - A. Approval of the Minutes of the Meeting for June 13, 2017. (A copy has been mailed to each Director) Any additions, corrections, or omissions

Draft Minutes
 - B. Report on Directors' events attended at Metropolitan expense for month of June
 - C. Approve Committee Assignments (ADDED)
 - D. Chairman's Monthly Activity Report

- E. Presentation of 10-year Service Pin to Robert Wunderlich

6. DEPARTMENT HEADS' REPORTS

- A. General Manager's summary of Metropolitan's activities for the month of June

6A Report

- B. General Counsel's summary of Legal Department activities for the month of June

6B Report

- C. General Auditor's summary of activities for the month of June

6C Report

- D. Ethics Officer's summary of activities for the month of June

6D Report

7. CONSENT CALENDAR ITEMS — ACTION

- 7-1 Adopt CEQA determination and adopt resolution for annexation of the 51st Fringe Area Annexation to Western Municipal Water District and Metropolitan. (F&I)

Recommendation:

Option #1:

Adopt the CEQA determination to review and consider the information provided in the Lead Agency's certified Final EIR, and adopt the Lead Agency's findings, SOC, and MMRP related to the proposed action, and, Adopt resolution granting approval for the 51st Fringe Area Annexation concurrently to Western and Metropolitan and establish Metropolitan's terms and conditions for the annexation, as set forth in Attachment 3 of the board letter, conditioned upon approval by Riverside County's Local Agency Formation Commission, and upon receipt of annexation fee of \$439,576.

7-1 Board Letter and Attachments 1 to 3

Attachment 4

Attachment 5 Part 1

Attachment 5 Part 2Attachment 5 Part 3Attachment 5 Part 47-1 Presentation

- 7-2 Adopt CEQA determination and authorize entering into an agreement with ICF Jones and Stokes, Inc. utilizing funding from California Department of Fish and Wildlife Proposition 1 Delta Water Quality and Ecosystem Restoration Grant Program, Agreement No. P1696028 - Investigating the Factors that Affect Longfin Smelt Abundance, Distribution, and Recruitment in the Upper San Francisco Estuary for an amount not to exceed \$330,811. (WP&S)

Recommendation:**Option #1:**

**Adopt the CEQA determination that the proposed action is categorically exempt, and
 Authorize the General Manager to execute an agreement with ICF under CDFW Grant Agreement No. P1696028 for the implementation of the Proposition 1 Delta Water Quality and Ecosystem Restoration Grant Program for an amount not to exceed \$330,811.**

7-2 Board Letter7-2 Presentation

- 7-3 Adopt CEQA determination and appropriate \$1.85 million; authorize the General Manager to make offers of compensation and acquire permanent and temporary property rights on nine properties consisting of 16 Assessor's Parcels within the Orange County Operating Region (Orange County Assessor's Parcel Nos. 591-133-15, 591-133-19, 322-211-03, 105-015-21, 105-015-24, 525-171-12, 525-171-13, 525-171-14, 463-201-24, 463-201-28, 284-181-50, and 351-751-11; and Riverside County Assessor's Parcel Nos. 101-140-005, 101-140-006, 101-040-010, and 101-040-011); and authorize field investigations to address erosion-related issues across the distribution system (Appropriation No. 15474). (E&O)

Recommendation:**Option #1:**

Adopt the CEQA determination that the first proposed action has been previously addressed in the certified 2016 Final Program EIR, Findings, and MMRP, and that the second proposed action is categorically exempt

- (Class 6, Section 15306 of the State CEQA Guidelines), and
- a- Appropriate \$1.85 million;
- b- Authorize the General Manager to make offers and acquire permanent and temporary property rights in nine properties for planned construction within the Orange County Operating Region, and to approve and obtain all acquisition-related documentation; and
- c- Authorize field investigations to address erosion-related issues throughout the distribution system.

7-3 Board Letter and Attachments

7-3 Presentation

- 7-4 Adopt CEQA determination and appropriate \$840,000; and authorize upgrades to the computerized maintenance management system (Appropriation. 15501). (E&O)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed action is not defined as a project and is not subject to CEQA, and
a- Appropriate \$840,000;
b- Authorize upgrades to the computerized maintenance management system.

7-4 Board Letter and Attachment

7-4 Presentation

- 7-5 Adopt CEQA determination and appropriate \$580,000; and authorize increase in change order authority for the construction contract to build houses at Iron Mountain Pumping Plant (Appropriation No. 15495.) (E&O)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed action is categorically exempt, and
a- Appropriate \$580,000; and
b- Authorize increase of \$580,000 in change order authority for the construction contract to build houses at Iron Mountain Pumping Plant, up to an aggregate amount not to exceed \$830,000, for the addition of two new houses.

7-5 Board Letter and Attachments

7-5 Presentation

- 7-6 Adopt CEQA determination and authorize amendments to agency temporary skilled craft labor agreements with Grafton, Inc., Johnson Services Group, and Elite Craftsmen Services to increase the total amount payable each year under these three contracts from \$899,000 to \$1.5 million. (OP&T)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed action is not defined as a project and is not subject to CEQA, and
a- Authorize the General Manager to enter into the following skilled craft labor agreement amendments;
b- Authorize an agreement amendment with Elite Craftsmen Services to include an additional annual renewal option, through the year 2020, and to increase the maximum amount payable from \$249,000 to \$500,000 per year;
c- Authorize an agreement amendment with Johnson Services Group to increase the maximum amount payable from \$325,000 to \$500,000 per year; and
d- Authorize an agreement amendment with Grafton, Inc. to increase the maximum amount payable from \$325,000 to \$500,000 per year.

7-6 Board Letter

7-6 Presentation

(END OF CONSENT CALENDAR)

8. OTHER BOARD ITEMS — ACTION

- 8-1 Adopt CEQA determination, appropriate \$1.9 million; authorize the design for an Enterprise Content Management (ECM) application; award a contract for \$1.45 million to HBR Consulting, LLC for software and professional services for design of an ECM application and for the optimization of digital assets on Metropolitan's network storage devices (Appropriation No. 15500). (OP&T)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed action is not a project under CEQA, and
a- Appropriate \$1.9 million; and
b- Award a \$1.45 million contract to HBR Consulting, LLC for software and professional services for design of an ECM application and for the optimization of digital assets on Metropolitan's file shares.

8-1 Board Letter and Attachment

8-1 Presentation

- 8-2 Adopt CEQA determination and adopt Policy Principles guiding Metropolitan's role in regional implementation of Integrated Water Resources Plan targets for local resources and conservation. (IRP)

Recommendation:**Option #1:**

**Adopt the CEQA determination that the proposed action is not defined as a project and is statutorily exempt, and
Adopt the proposed policy principles guiding Metropolitan's role in regional implementation of Integrated Water Resources Plan targets for local resources and conservation.**

8-2 Board Letter and Attachment

- 8-3 Adopt CEQA determination and appropriate \$2 million; award \$13,856,000 contract to Kiewit Infrastructure West Co. to construct an advanced water treatment demonstration plant; and authorize increase of \$300,000 to an agreement with Stantec Consulting, Inc. (Appropriation No. 15493). (E&O)

Recommendation:**Option #1:**

**Adopt the CEQA determination that the proposed action has been previously addressed in the 2015 NOE and that no further environmental analysis or documentation is required, and
a- Appropriate \$2 million;
b- Award \$13,856,000 contract to Kiewit Infrastructure West Co. to construct an advanced water treatment demonstration plant; and
c- Authorize increase of \$300,000 to an agreement with Stantec Consulting, Inc., for a new not-to-exceed total of \$1.5 million, to provide specialized technical support.**

8-3 Board Letter8-3 Presentation

- 8-4 Adopt CEQA determination and authorize approval of agreements and authorize membership with the Arizona Electric Power Cooperative for Colorado River Aqueduct energy and transmission services. (E&O)

8-4 Board Letter and Attachment8-4 Presentation

8-5

Adopt CEQA determination and authorize the removal of Modules 4, 5, and 6 from service at the Robert A. Skinner Water Treatment Plant. (E&O)

Recommendation:

Option #1:

**Adopt the CEQA determination that the proposed action is categorically exempt; and
Authorize the removal of Plant 2 (Modules 4, 5, and 6) and associated equipment from service at the Skinner plant.**

8-5 Board Letter and Attachments

8-5 Presentation

- 8-6 Adopt CEQA determination and appropriate \$3.3 million; and authorize increase in change order authority for the construction contract to rehabilitate Palos Verdes Reservoir (Appropriation No. 15417). (E&O)

Recommendation:

Option #1:

**Adopt the CEQA determination that the proposed action has been previously addressed in the adopted 2015 Mitigated Negative Declaration and that no further environmental analysis or documentation is required, and
a- Appropriate \$3.3 million; and
b- Authorize increase of \$2.3 million in change order authority for the rehabilitation of Palos Verdes Reservoir, up to an aggregate amount not to exceed \$3,778,000**

8-6 Board Letter and Attachments

8-6 Presentation

- 8-7 Adopt CEQA determination and authorize the General Manager to enter into cyclic agreements providing a credit of up to \$225 per acre-foot for in-lieu deliveries in Fiscal Year 2017/2018. (WP&S)

Recommendation:

Option #1:

**Adopt the CEQA determination that the proposed action is exempt from CEQA, and
Authorize the General Manager to enter into cyclic agreements providing a credit of up to \$225 per acre-foot for in-lieu deliveries in FY 2017/2018, consistent with the terms as set forth in Attachment 1 of the board letter.**

Board Letter and Attachment8-7 Presentation

- 8-8 Adopt CEQA determination and approve corrections to resolution fixing and adopting the Readiness-to-Serve Charge for calendar year 2018.(F&I)

Recommendation:**Option #1:**

**Adopt the CEQA determination that the proposed action is not defined as a project and is not subject to CEQA, and
Approve the corrected resolution fixing and adopting a Readiness-to-Serve Charge for CY 2018, in the form of Attachment 1 as set forth in the board letter.**

8-8 Board Letter and Attachment

- 8-9 Adopt CEQA determination and report on existing litigation: Shimmick Construction Company, Inc./Obayashi Corporation, a Joint Venture v. The Metropolitan Water District of Southern California, LASC Case No. BC559603; and authorize increase of maximum amount payable under contract with (1) Hunt Ortmann Palffy Darling & Mah, Inc. for legal services by \$400,000 to an amount not to exceed \$1,000,000; (2) Pacific Consultants Construction, Inc. for consulting services by \$100,000 to an amount not to exceed \$600,000; and (3) Driven, Inc. for electronic discovery services by \$50,000 to an amount not to exceed \$150,000 (Approp. 15389). (L&C) [Conference with legal counsel-existing litigation; to be heard in closed session pursuant to Gov. Code Section 54956.9(d)(1)]

Recommendation:**Option #1**

**Adopt the CEQA determination that that the proposed action is not defined as a project, and
Authorize amendment of the contract with:
a - Hunt Ortmann Palffy Nieves Darling & Mah, Inc. for legal services by \$400,000 for an amount not to exceed \$1,000,000;
b - Pacific Consultants Construction, Inc. for consulting services by \$100,000 for an amount not to exceed \$600,000; and
c - Driven, Inc. for electronic discovery services by \$50,000 for an amount not to exceed \$150,000**

9. BOARD INFORMATION ITEMS

None

10. OTHER MATTERS

- a. Discussion of Department Head Evaluation Process Guidelines and Department Head Evaluation Presentations [Public employee's performance evaluations; General Manager, General Counsel, General Auditor, and Ethics Officer, to be heard in closed session pursuant to Gov. Code Section 54957]

11. FUTURE AGENDA ITEMS

12. ADJOURNMENT

NOTE: At the discretion of the committee, all items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the committee.

This committee reviews items and makes a recommendation for final action to the full Board of Directors. Final action will be taken by the Board of Directors. Agendas for the meeting of the Board of Directors may be obtained from the Board Executive Secretary. This committee will not take any final action that is binding on the Board, even when a quorum of the Board is present.

Writings relating to open session agenda items distributed to Directors less than 72 hours prior to a regular meeting are available for public inspection at Metropolitan's Headquarters Building and on Metropolitan's Web site <http://www.mwdh2o.com>.

Requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Executive Secretary in advance of the meeting to ensure availability of the requested service or accommodation.

**AGENCY
REPRESENTATIVES'
REPORTS**

5D

**CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING**

11:00 a.m. – June 22, 2017

WITH

Mr. James Curatalo – Chair

Mr. Robert DiPrimio – Vice-Chair

At The Offices Of

Chino Basin Watermaster

9641 San Bernardino Road

Rancho Cucamonga, CA 91730

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

AGENDA - ADDITIONS/REORDER

I. CONSENT CALENDAR

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

A. MINUTES

1. Minutes of the Watermaster Board Meeting held May 25, 2017

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of April 2017
2. Watermaster VISA Check Detail for the month of April 2017
3. Combining Schedule for the Period July 1, 2016 through April 30, 2017
4. Treasurer's Report of Financial Affairs for the Period April 1, 2017 through April 30, 2017
5. Budget vs. Actual Report for the Period July 1, 2016 through April 30, 2017

C. COST-SHARING AGREEMENT BETWEEN CHINO BASIN WATERMASTER AND CITY OF CHINO HILLS REGARDING THE CHINO HILLS ASR PILOT PROJECT

Approve the Cost Sharing Agreement Between Chino Basin Watermaster and City of Chino Hills Regarding the Chino Hills ASR Pilot Project and authorize the General Manager to sign the agreement on behalf of Watermaster.

D. REQUEST FOR STORAGE AGREEMENTS

Consideration of Local Storage Agreements – Storage of Excess Carryover Water by members of the Appropriative Pool in amounts as shown in the Assessment Package Approved November 17, 2016.

E. WATER TRANSACTIONS

1. Notice of Sale or Transfer – The purchase of 4,000.000 acre-feet of water from the City of Pomona by Cucamonga Valley Water District. This purchase is made from the City of Pomona's Excess Carryover Account. Date of application: May 3, 2017.
2. Notice of Sale or Transfer – The purchase of 500.000 acre-feet of water from West Valley Water District by Cucamonga Valley Water District. This purchase is made from West Valley Water District's Excess Carryover Account. Date of application: May 3, 2017.
3. Notice of Sale or Transfer – The purchase of 3,000.000 acre-feet of water from Cucamonga Valley Water District by Fontana Water Company. This purchase is made from Cucamonga Valley Water District's Annual Production Right/Operating Safe Yield first, then any additional from storage. Date of application: May 3, 2017.
4. Notice of Sale or Transfer – The purchase of 4,000.000 acre-feet of water from Cucamonga Valley Water District by Fontana Water Company. This purchase is made from Cucamonga Valley Water District's Annual Production Right/Operating Safe Yield first, then any additional from storage. Date of application: May 3, 2017.
5. Notice of Sale or Transfer – The purchase of 399.260 acre-feet of water from the City of Chino by the City of Ontario. This purchase is made from the City of Chino's Excess Carryover Account. Date of application: May 2, 2017.

F. CHINO BASIN WATERMASTER FISCAL YEAR 2017/18 PAY SCHEDULE

Adopt the FY 2017/18 Pay Schedule.

G. RESOLUTION 2017-06 – ADDITION OF JOSEPH JOSWIAK, CFO, TO 457(f) NONQUALIFIED DEFERRED COMPENSATION PLAN

Adopt Resolution 2017-06 adding Joseph Joswiak, CFO, as a participant in Watermaster's 457(f) Nonqualified Deferred Compensation Plan.

II. BUSINESS ITEMS**A. FISCAL YEAR 2016/17 BUDGET TRANSFER (FORM T-17-05-01)**

Adopt Budget Transfer Form T-17-05-01 for FY 2016/17 as presented.

B. FISCAL YEAR 2016/17 BUDGET AMENDMENT (FORM A-17-05-01)

Adopt the Budget Amendment Form A-17-05-01 for FY 2016/17 in the amount of \$100,000 for the increased cost associated with the Safe Yield Redetermination and Reset, along with other Agricultural Pool matters, as presented.

C. GENERAL MANAGER EMPLOYMENT CONTRACT AMENDMENT

None. Public Board discussion, deliberation, and possible action on proposed employment agreement amendment.

III. REPORTS/UPDATES**A. LEGAL COUNSEL REPORT**

1. Overlying (Agricultural) Pool Committee's Contests
2. Rules and Regulations Update
3. Outline Of Annual Report Presentation To Judge

B. ENGINEER REPORT

1. 2016 Annual Report of the Prado Basin Habitat Sustainability Committee
2. Other Technical Support

C. CFO REPORT

1. Exhibit "G" Transactions

D. GM REPORT

1. Storage Agreements
2. Storage Workshop #2
3. Desalter Replenishment Assessments For Production Year 2013/14
4. SGMA Update
5. Ambient Water Quality Study
6. DYY Program Update
7. Prado Basin Tour
8. August 2017 Cancellation of Standing Meetings
9. Other

IV. INFORMATION

1. Cash Disbursements for May 2017

V. BOARD MEMBER COMMENTS

VI. OTHER BUSINESS

VII. CONFIDENTIAL SESSION - POSSIBLE ACTION

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

1. GM Employment Contract Amendment

VIII. FUTURE MEETINGS AT WATERMASTER

6/20/17	Tue	1:00 p.m.	Storage Workshop #2
6/22/17	Thu	11:00 a.m.	Watermaster Board
6/23/17	Fri	11:30 a.m.	Prado Basin Tour (Begins at IEUA Headquarters)
7/13/17	Thu	9:00 a.m.	Appropriative Pool
7/13/17	Thu	11:00 a.m.	Non-Agricultural Pool
7/13/17	Thu	1:30 p.m.	Agricultural Pool
7/20/17	Thu	8:00 a.m.	Appropriative Pool Strategic Planning (Confidential Session Only)
7/20/17	Thu	9:00 a.m.	Advisory Committee
7/27/17	Thu	11:00 a.m.	Watermaster Board

All Watermaster meeting dates can be found on our website at the "View Schedules" button on the Home Page, and also accessible at this link: <http://www.cbwm.org/calendar.pdf>

ADJOURNMENT

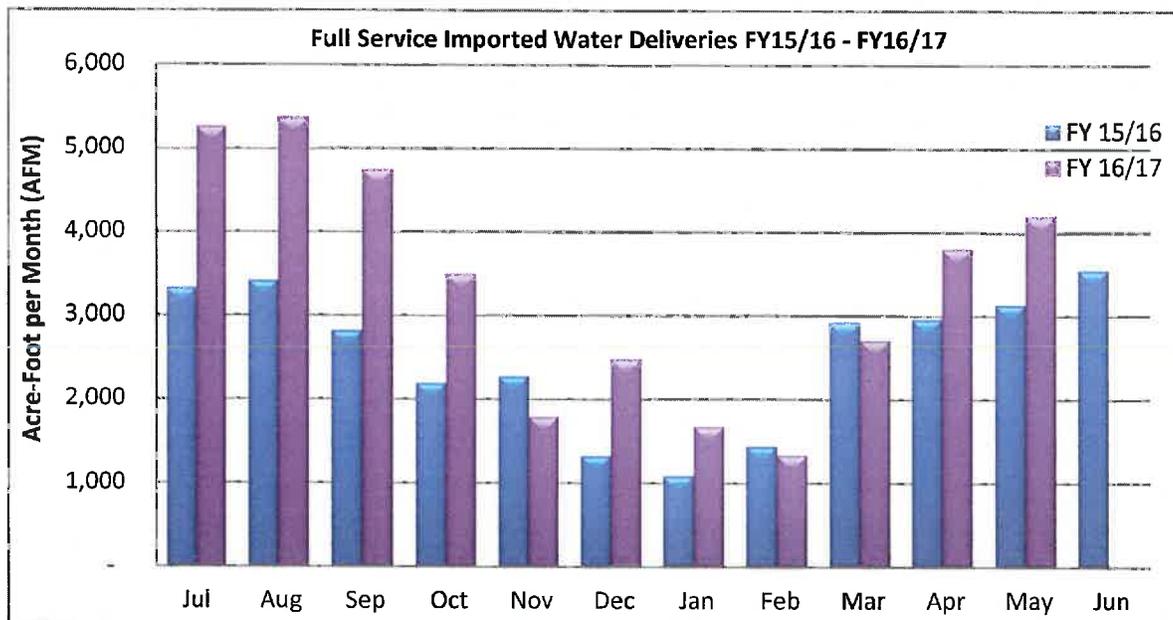
**GENERAL
MANAGER'S
REPORT**



Date: July 19, 2017
To: The Honorable Board of Directors
From: P. Joseph Grindstaff, General Manager 
Subject: General Manager's Report Regarding Agency Activities

IMPORTED WATER

For FY 2016/17, the full service imported water deliveries through May continue to trend higher compared to FY 2015/16.

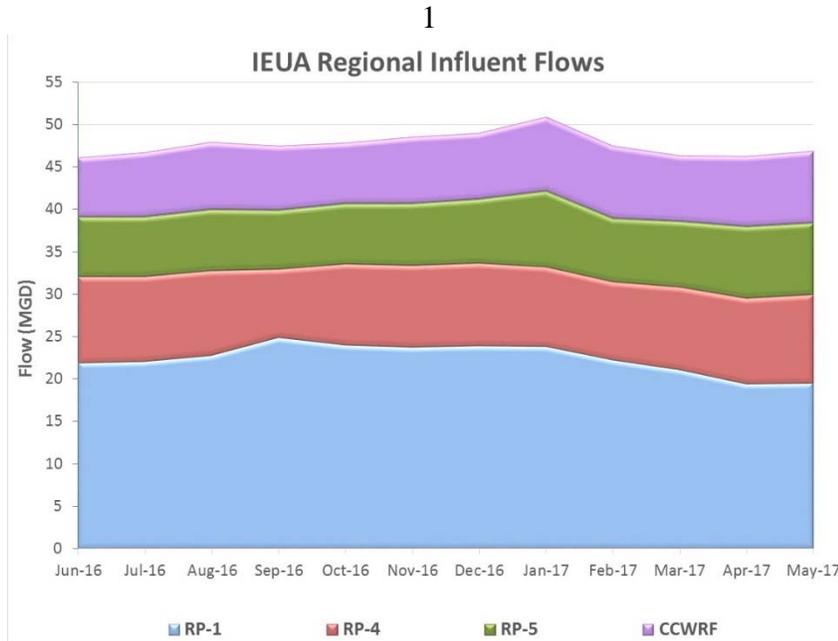


WASTEWATER

RP-1, RP-4, and RP-5 met all the NPDES requirements and effluent / recycled water limitations during the month of May 2017.

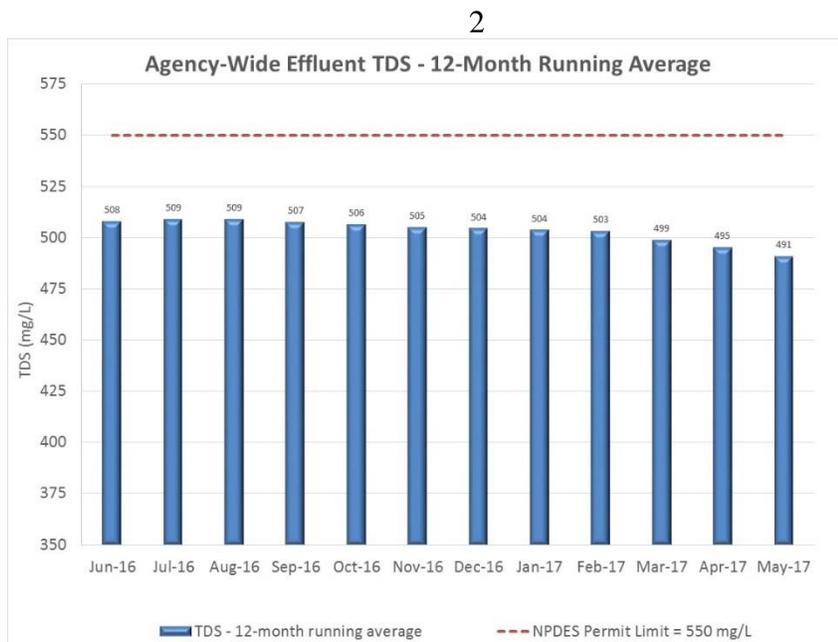
During May 2017, one effluent grab sample was collected for trihalomethanes (THMs) analysis at CCWRF's effluent monitoring location, M-004. The analysis resulted in a monthly average of 35 $\mu\text{g/L}$ for Chlorodibromomethane, which exceeded the average monthly limit of 34 $\mu\text{g/L}$. IEUA staff has conducted an extensive source control investigation to determine the source of the bromide, which is a precursor for THM formation. One source was a popsicle manufacturer, which has now changed cleaning products. IEUA is working closely with the City of Chino and another industry, which uses bromide in its process, to reduce the amount of bromide entering the regional wastewater system. We believe these changes will bring the plant back into compliance.

1. The Agency-wide average wastewater influent flow for the month of May 2017 was 46.9 million gallons per day (mgd), which is a 0.6 mgd increase from the April 2017 total influent flow.



2. The discharge permit effluent limit for total inorganic nitrogen (TIN) is 8 mg/L. The 12-month running average TIN value for May 2017 was 6.0 mg/L.

The discharge permit effluent limit for total dissolved solids (TDS) is 550 mg/L. The 12-month running average TDS value for May 2017 was 491 mg/L.



AIR QUALITY

With regards to air quality compliance, there were no reportable incidents in June.

INLAND EMPIRE REGIONAL COMPOSTING FACILITY UPDATE

Operational Comments

Facility throughput for June averaged approximately 87% of permitted capacity at an average of 406 tons per day of biosolids and 108 tons per day of amendments (based on a 30-day month). The facility is operating well with no violations or lost time incidents.

Facility Biosolids Throughput

SOURCE	WET TONS MONTH	WET TONS YEAR TO DATE
LACSD	5,393.16	29,816.21
IEUA	5,685.73	34,988.75
OCSD	1,092.35	6,355.13
TOTAL	12,171.24	71,160.09

Compost Sales

Sales for June were slower due to the excessive heat and delayed agricultural compost demands. The sales team is predicting an above average for July, which should exceed monthly compost sales goal. Compost inventory in the storage facility is 18,270 cubic yards of finished material.

Monthly Sales Summary

CUBIC YARD	\$/CUBIC YARD	TOTAL REVENUE
17,893.20	\$2.14	\$38,379.99

Fiscal Year-To-Date Sales Summary

MONTH	TOTAL YARDS 2016/2017	TOTAL YARDS 2015/2016	TOTAL REVENUE 2016/2017	TOTAL REVENUE 2015/2016
July	14,898.82	21,389.25	\$27,554.05	\$34,657.16
August	13,973.73	16,919.04	\$32,185.36	\$30,461.07
September	28,277.42	16,750.02	\$25,161.07	\$24,655.71
October	33,118.70	27,394.30	\$30,402.44	\$33,401.74
November	36,746.25	29,056.62	\$26,452.12	\$25,280.90
December	27,866.97	17,653.19	\$26,088.79	\$28,476.77

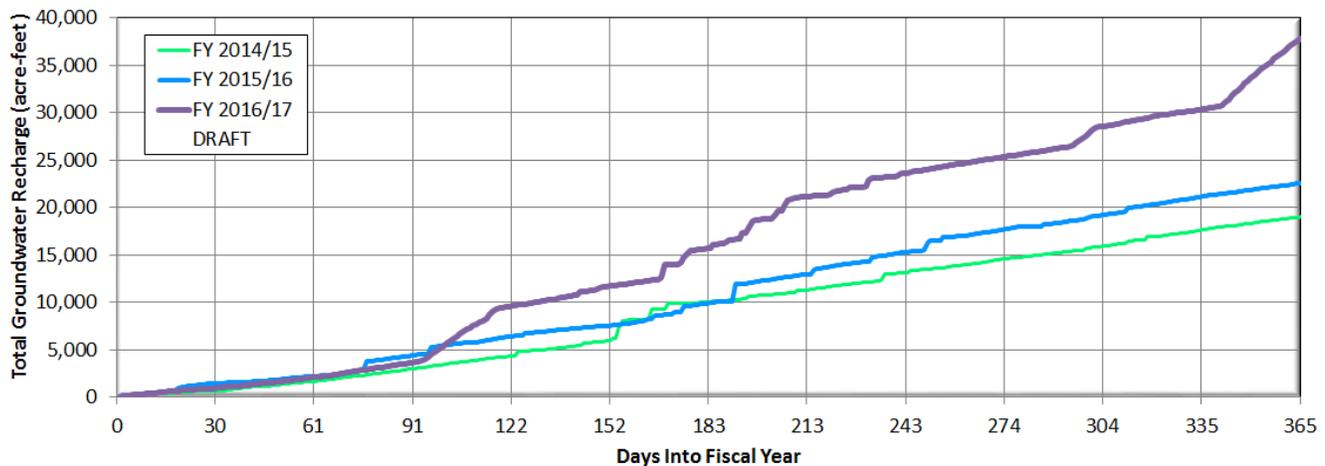
Fiscal Year-To-Date Sales Summary (continued)

January	7,965.39	14,298.49	\$11,934.94	\$22,085.28
February	14,371.47	12,426.08	\$20,070.21	\$28,926.15
March	22,580.72	16,748.45	\$36,895.88	\$33,493.58
April	14,887.63	26,638.72	\$36,561.10	\$36,945.87
May	19,121.35	26,533.61	\$39,387.11	\$37,207.12
June	17,893.20	22,724.12	\$38,379.99	\$44,129.86
TOTAL	251,701.65	248,531.89	\$351,073.06	\$379,721.21
AVERAGE	20,975.14	20,710.99	\$29,256.09	\$31,643.43

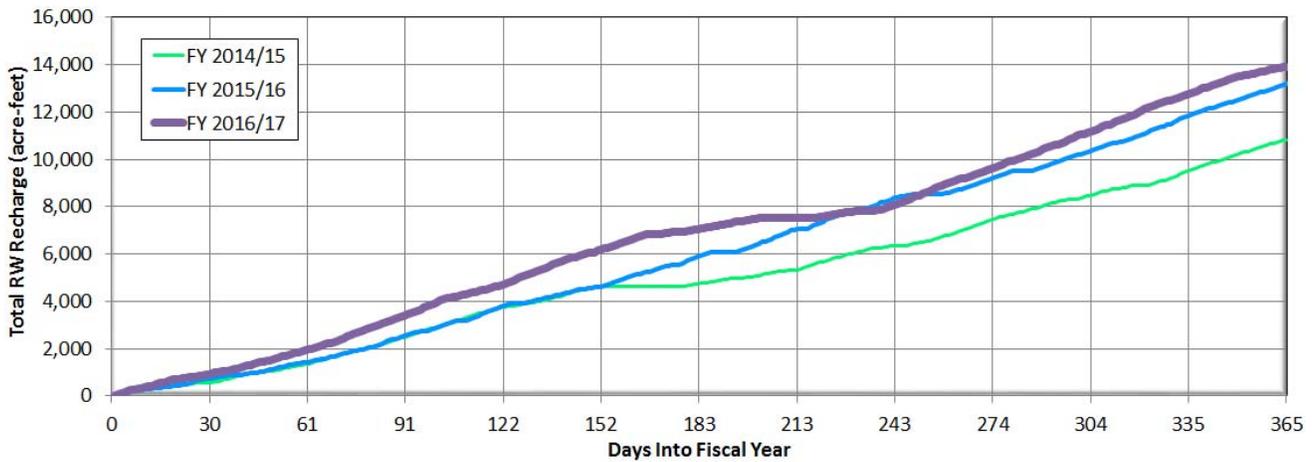
GROUNDWATER RECHARGE

Groundwater Recharge – June 2017 (preliminary) – During June 2017, recycled water recharge totaled 1,131 acre-feet. Total recycled water recharged for FY 2016/2017 was 13,924 acre-feet which is the highest FY recycled water recharge total for the program to date. There was 6,319.1 acre-feet of imported water recharge purchased by Watermaster from MWD. Miscellaneous runoff captured in recharge basins totaled 40 acre-feet. Monthly summaries of recharge by recharge site for the Chino Basin Groundwater Recharge Operations can be found at <http://www.ieua.org/category/reports/groundwater-recharge-reports>.

Total Groundwater Recharge – June 2017

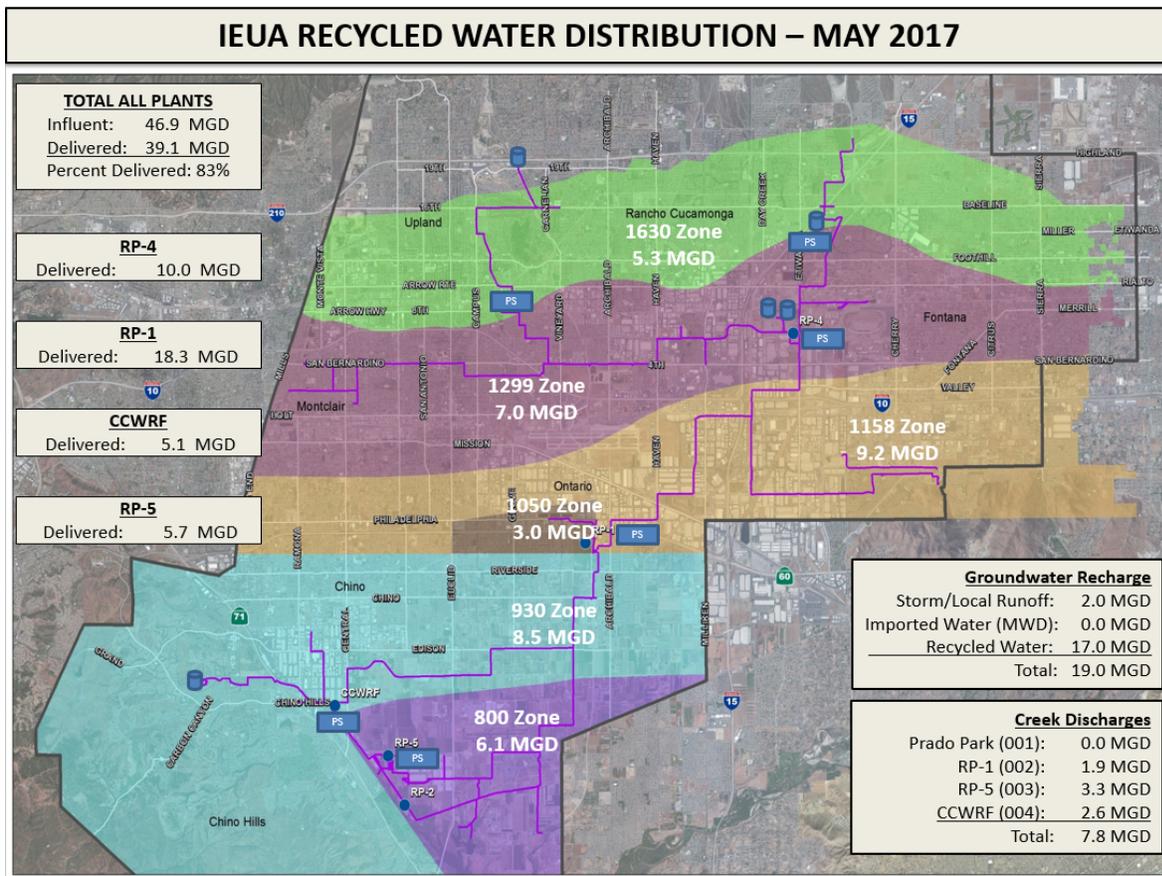


Recycled Water Delivered to Groundwater Recharge – June 2017



RECYCLED WATER

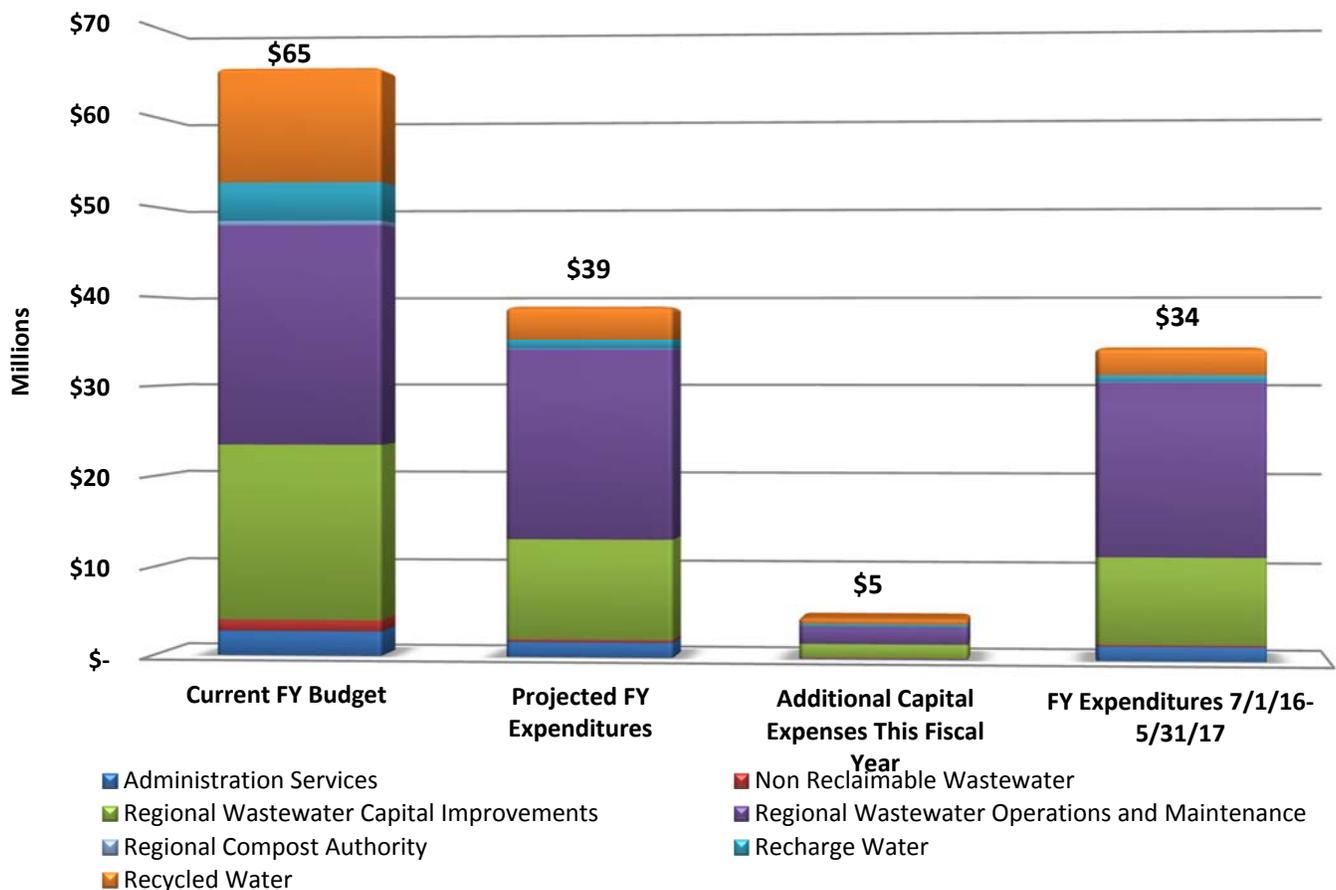
RW Distribution – June 2017 (Preliminary) – During June 2017, 88% (41.3 MGD) of IEUA recycled water supply (47.0 MGD) was delivered into the distribution system for both direct use customers (29.0 MGD) and groundwater recharge (12.3 MGD). Plant discharge to creeks feeding the Santa Ana River averaged 5.7 MGD.



ENGINEERING DESIGN & CONSTRUCTION

Engineering and Construction Management's FY 2016/17 budget is \$65,508,967. Staff has projected to spend \$38,893,806 in FY 2016/17. The following graph summarizes the Engineering and Construction Management fiscal year budget status. Currently, 16 projects represent \$16,831,700 of the unspent fiscal year budget.

Engineering and Construction Management FY 2016/17 Budget Status Update



The accompanying attachments have detailed information for IEUA's capital improvement program.

- Attachment A: Bid and Award Look Ahead Schedule
- Attachment B: Active Capital Improvement Project Status
- Attachment C: Emergency Projects

GRANTS UPDATE

Board Activities

Since the last General Manager's report, the following item was processed through the IEUA Board Meeting:

- The Board of Directors adopted Resolution No. 2017-6-13, authorizing IEUA's General Manager or his designee to file and execute the Groundwater Quality Grant award received from the State Water Resources Control Board (SWRCB) for the Chino Basin Improvements and Groundwater Clean-up Project.

Grant/Loan Applications in Process

1. SWRCB: State Revolving Fund (SRF) Loan Application for Chino Basin Water Master RMPU Planning and Construction Project
2. SWRCB: SRF Loan Application for the RP-1/RP-5 Construction Project
3. SWRCB: SRF Loan Application for Monte Vista Water District Recycled Water Project

Grant/Loan Agreement Negotiation

Grants staff have been negotiating grant and SRF Loan agreements for two of the following seven recycled water capital improvement projects, including:

1. San Sevaine Basin Improvements
2. Napa Lateral

#	Project Name	Total Project Cost	Green Project Reserve Grant	State Revolving Fund Loan
1	San Sevaine Basin Improvements	\$ 6,460,000	\$ 2,500,000	\$ 3,960,000
2	Napa Lateral	\$ 6,050,000	\$ 2,500,000	\$ 3,550,000
3	RP-1 1158 PS Upgrades	\$ 4,000,000	\$ 2,000,000	\$ 2,000,000
4	RP-5 RW Pipeline Bottleneck	\$ 2,755,000	\$ 1,377,500	\$ 1,377,500
5	Pressure Sustaining Valve Installation	\$ 850,000	\$ 425,000	\$ 425,000
6	RP-1 Parallel Outfall Pipeline	\$ 5,700,000	\$ 2,500,000	\$ 3,200,000
7	Baseline Extension (Village of Heritage)	\$ 5,417,417	\$ 2,500,000	\$ 2,917,417
	Total	\$ 31,232,417	\$ 13,802,500	17,429,917

Grant Reimbursements Processed and Reporting Activities

- SWRCB – Two Central Area Wineville Recycled Water Project invoices were submitted to the State for \$3,938,697 (\$417,069 for SRF Loan and \$3,521,628 for Prop 1 Grant) and \$243,891 (\$34,745 for SRF Loan and \$209,146 for Prop 1 Grant), respectively.
- SAWPA/DWR – Regional Residential Landscape Retrofit invoice was submitted for \$15,831.15.
- SWRCB – Two Water Quality Laboratory invoices were submitted for \$4,736,756 and \$1,671,598, respectively.
- USBR – Joint IEUA/CDA GW Wells & RW Intertie Pipelines Grant invoice was submitted for \$319,821.42.

AGENCY-WIDE INSURANCE UPDATE

As a follow up to the purchase of the Agency-wide insurance, the renewal premiums were all within the approved budget. In support of providing the premium information that was not available at the time of the board meeting, the renewal premiums were as follows:

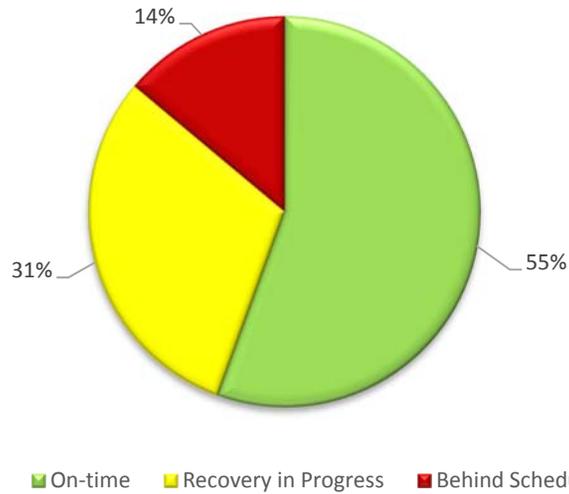
Policy Type	Renewal Premium	Budget
General, Auto and E&O	\$380,550	\$410,000
Property, Boiler & Machinery	\$241,571.66	\$361,500
Excess Workers' Compensation	\$58,722	\$60,000

Attachment A
Bid and Award Look Ahead Schedule

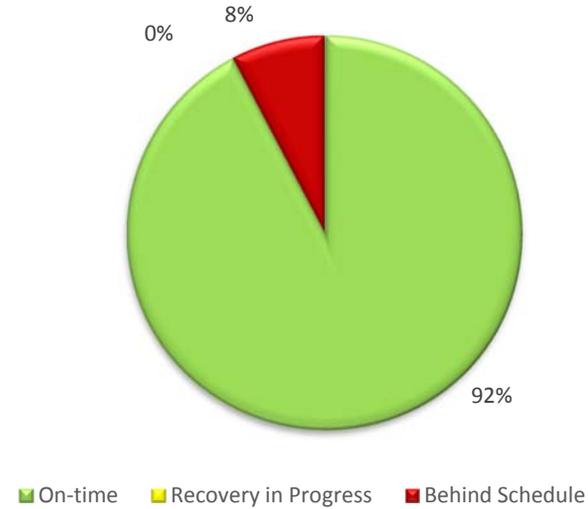
Bid and Award Look Ahead Schedule			
	Project Name	Projected Bid Opening Date	Projected Bid Award Date
	Aug-17		
1	EN13016.03 SCADA Enterprise System - (Regional Water Recycling Plant No. 4)	1-Aug-17	16-Aug-17
2	EN13016.04 SCADA Enterprise System - (Regional Water Recycling Plant No. 5)	1-Aug-17	16-Aug-17
3	EN17067.00 Declez Monitoring Well Project	1-Aug-17	16-Aug-17
	Sep-17		
4	San Sevaine Monitoring Well	5-Sep-17	20-Sep-17
5	EN13001.00 San Sevaine Basin Improvements	5-Sep-17	20-Sep-17
6	EN14019.00 RP-1 Headworks Primary and Secondary Upgrades	18-Aug-17	20-Sep-17
	Oct-17		
7	EN17039.00 8th St. Basin RW Turnout Discharge Retrofit	14-Sep-17	18-Oct-17
8	EN14043.00 RP-5 RW Pipeline Bottleneck	29-Aug-17	18-Oct-17
9	EN17044.00 RP-1 Power Reliability Generator Control Upgrades	24-Aug-17	18-Oct-17
10	EP17003.00 RP-1 Training Room	5-Sep-17	18-Oct-17
	Nov-17		
11	EN17110.01 RP-4 Trident Filters Rehabilitation and Replacement	22-Sep-17	15-Nov-17
12	EN11039.00 RP-1 Disinfection Pump Improvements	30-Oct-17	15-Nov-17
	Dec-17		
13	CP16003.00 Headquarters Roofing Replacement	8-Sep-17	20-Dec-17
14	PA17006.02 RP-5 Aeration Diffuser Panel Replacement 16/17	11-Oct-17	20-Dec-17
15	WR15021.00 Napa Lateral	27-Oct-17	20-Dec-17
	Jan-18		
16	EN13048.00 RP-1 Power System Upgrades	6-Dec-17	17-Jan-18
	Feb-18		
17	EN17042.00 Digester 6 and 7 Roof Repairs	29-Dec-17	21-Feb-18
	May-18		
18	RW15004.00 Lower Day Basin RMPU Improvements	1-May-18	16-May-18
	Jun-18		
19	EN18006.00 RP-1 Flare Improvements	4-Apr-18	20-Jun-18
20	EN15012.00 RP-1 Primary Effluent Conveyance Improvements	22-Mar-18	20-Jun-18
	Sep-18		
21	EN17082.00 RP-1 Mechanical Restoration and Upgrades	28-Jun-18	19-Sep-18
22	EN14042.00 RP-1 1158 RWPS Upgrades	12-Jul-18	19-Sep-18

Attachment B
Active Capital Improvement Project Status

Design Schedule Performance



Construction Schedule Performance



Agency-Wide							
No.	Project ID	Project Title	Total Expenditures thru 5/31/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
1	EN13016	SCADA Enterprise System (EN13016.02, 03, 04)	5,859,030	13,900,000	Recovery in Progress	Bid & Award	Design-Build proposals for RP-4 and RP-5 were received on May 31, 2017 from three prospective integrators. The project schedules proposed by all three showed shorter durations for both design and construction as compared to this baseline schedule. Additionally, the construction duration for the RP-1 SCADA migration is expected to be shorter than initially planned. The reduced durations are expected to bring the project should account for the current delays on the project.
2	EN17034	Agency wide Lighting Improvements - Phase 2	919,131	1,400,000	On-time	Construction	
3	EN17052	RP-1 and RP-4 Safety Improvements	173,352	949,000	On-time	Construction	
Totals			6,951,513	16,249,000			

Carbon Canyon Wastewater Regional Facility (CCWRF)							
No.	Project ID	Project Title	Total Expenditures thru 5/31/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
4	EN17006	CCWRF Odor Control and Headworks Replacements	84,250	7,000,000	On-time	Pre-Design	
5	EN17072	CCWRF Airduct Modifications	13,560	50,000	On-time	Design	
Totals			97,809	7,050,000			

Chino Desalter Authority (CDA)

No.	Project ID	Project Title	Total Expenditures thru 5/31/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
6	EN16021	TCE Plume Cleanup	(2,350,213)	12,000,000	Recovery in Progress	Project Evaluation	There are currently issues concerning property acquisition that will affect the project timeline. It is possible that time can be made up in either the design or construction phases.
Totals			(2,350,213)	12,000,000			

Collections

No.	Project ID	Project Title	Total Expenditures thru 5/31/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
7	EN17014	NRWS Manhole Upgrades - 16/17	84,418	350,000	On-time	Construction	
8	EN17015	Collection System Upgrades 16/17	26,386	500,000	On-time	Construction	
9	EN17050	Septic Conversion PDR	-	875,000	On-time	Project Evaluation	
10	EN22002	NRW East End Flowmeter Replacement	68,537	300,000	On-time	Pre-Design	
Totals			179,342	2,025,000			

Groundwater Recharge

No.	Project ID	Project Title	Total Expenditures thru 5/31/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
11	EN13001	San Savaine Basin Improvements	747,311	6,295,000	Recovery in Progress	Bid & Award	The reason for the extended project schedule is to secure available State Revolving Funds before start of construction. Grant staff anticipates receiving the fund by August 2017, however efforts are being made to work with state officials to award sooner. In the meantime, the project will close bids in June and delay construction award to September 2017.
12	EN14047	GWR and RW SCADA Control Upgrades	539,829	932,000	Behind Schedule	Construction	Since the project modifies programming screens and controllers, it is critical that the contractor completes their work without impacting the Agency's ability to connect and control the basins remotely. The contractor has been facing constant delays due to loss of support staff. They have made a strong commitment to complete the scope as contracted but with the request of extending the contract date. Staff will continue to monitor progress and provide any support to minimize further delays.
13	EN17067	Declez Monitoring Well Project	46,395	165,000	On-time	Design	
14	RW15003	Recharge Master Plan Update Projects	1,247,524	7,490,500	On-time	Pre-Design	
15	RW15004	Lower Day Basin RMPU	266,715	2,480,000	On-time	Pre-Design	
Totals			2,847,773	17,362,500			

Headquarters

No.	Project ID	Project Title	Total Expenditures thru 5/31/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
16	CP16003	Headquarters Roofing Replacement	91,235	450,000	Behind Schedule	Bid & Award	In order to avoid the 2017/2018 rain season the subject project bid solicitation will be delayed until July/August 2017 in order to avoid wet weather risk impacts to the project. Site construction activities will be scheduled to begin April 2018.
17	EN16049	Conference Rooms Audio Visual Upgrades	784,089	1,349,230	On-time	Construction	
Totals			875,324	1,799,230			

Recycled Water

No.	Project ID	Project Title	Total Expenditures thru 5/31/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
18	EN15002	1158 Reservoir Site Cleanup	18,564	1,300,000	Recovery in Progress	Project Evaluation	The status of the RCRA closure and corrective action required is currently being investigated by SCE who will produce a summary report. After SCE's investigation there may be a reduction in scope before we award the consultant contract.
19	EN16034	RW Pressure Sustaining Valve Installation	28,349	850,000	Recovery in Progress	Project Evaluation	Due to the delayed notification of the Proposition 1 SRF award, the project baseline schedule is also delayed. The recovery plan is to revise the baseline schedule with an updated schedule dependent on the anticipated award date of the Proposition 1 grant which is currently in late 2017/early 2018.
20	EN17039	8th St. Basin RW Turnout Discharge Retrofit	35,735	275,000	On-time	Design	
21	EN17041	Orchard Recycled Water Turnout Improvements	168	125,000	On-time	Consultant Contract Award	
22	EN17046	1630 East Pump Station Upgrades	20,903	300,000	Behind Schedule	Design	The project team conducted much investigation and research of how the pump station is being operated which was shared with the stakeholders and as a result it was agreed that this project is no longer needed therefore it has been canceled.
23	EN17049	Baseline RWPL Extension	12,545	4,970,000	Recovery in Progress	Project Evaluation	Due to the delayed notification of the Proposition 1 SRF award, the project baseline schedule is also delayed. The recovery plan is to revise the baseline schedule with an updated schedule dependent on the anticipated award date of the Proposition 1 grant which is currently in late 2017/early 2018.
24	WR15021	Napa Lateral	102,704	6,050,000	Recovery in Progress	Pre-Design	Due to the delayed notification of the Proposition 1 SRF award, the anticipated project schedule is also delayed. The recovery plan is to revise the baseline schedule with an updated schedule dependent on the anticipated award date of the Proposition 1 grant which is currently in late 2017.
Totals			218,967	13,870,000			

Regional Water Recycling Plant No. 1 (RP-1)

No.	Project ID	Project Title	Total Expenditures thru 5/31/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
25	EN11039	TP-1 Disinfection Pump Improvements	203,752	1,288,302	Behind Schedule	Design	The project is currently slightly behind schedule as the 50% design was received late. Some of this delay is due to the delay in physically locating some utilities in the field. Based on when the work is scheduled to be completed, the Agency will delay bidding until January to facilitate bids outside of the Thanksgiving Christmas holiday period.
26	EN13048	RP-1 Power System Upgrades	381,631	1,599,000	On-time	Design	
27	EN14019	RP-1 Headworks Gate Replacement	850,464	10,440,000	Behind Schedule	Design	The 100% design, submitted by RMC for this project, was rejected by the Agency as not complete. The Agency will not advertise this project for bid until the bid documents are acceptable. This project is 8 months behind the schedule and the time is lost. Recovery is not possible.
28	EN14042	RP-1 1158 RWPS Upgrades	148,386	4,000,000	On-time	Pre-Design	
29	EN15012	RP-1 East Primary Effluent Pipe Rehab	84,919	1,885,000	Recovery in Progress	Pre-Design	The consultant is about one month behind the schedule for delivery of the PDR. The consultant is confident that they can make up the time during the 50% design.
30	EN15013	RP-1 TWAS and Primary Effluent Piping Replacement 2014	206,540	500,000	On-time	Bid & Award	
31	EN16024	RP-1 Mixed Liquor Return Pumps	4,535,192	6,636,000	On-time	Construction	
32	EN17040	RP-1 Aeration Basin Panel Repairs	115,482	200,000	On-time	Construction	
33	EN17042	Digester 6 and 7 Roof Repairs	42,773	3,800,000	Recovery in Progress	Consultant Contract Award	The addition of Digester No. 1 cleaning to the scope pushed out the start of Digester 6 or 7 cleaning. The lost time will be recovered during subsequent phases.
34	EN17044	RP-1 Power Reliability Building Controls Upgrades	105,220	1,500,000	Recovery in Progress	Pre-Design	The project has been revised with a new delivery method, Design Build Best Value. This has adjusted the beginning dates in the schedule but the end date for construction will remain as close to the same date as possible.
35	EN17047	RP-1 Dewatering Silo/Conveyor Safety Improvement Repairs	18,672	231,000	On-time	Construction	
36	EN17048	RP-1 Dewatering Vertical Conveyor Repairs	24,205	375,000	On-time	Construction	
37	EN17059	RP-1 Iron Sponges Installation	21,995	500,000	On-time	Pre-Design	
38	EN17077	SBS Emergency Diversion	3,932	25,000	On-time	Project Evaluation	
39	EN17080	System Cathodic Protection Improvements	3,845	10,000	On-time	Project Evaluation	
40	EN17082	RP-1 Mechanical Restoration and Upgrades	4,786	15,000	On-time	Project Evaluation	
41	EN18006	RP-1 Flare Improvements	134,376	4,000,000	Recovery in Progress	Pre-Design	The project is slightly behind schedule due to extensive effort applied during the Predesign phase searching of flare manufacturers who can meet the strict regulatory requirements set forth by South Coast Air Quality Management District. Schedule delay will be recovered during the detailed design phase.
42	EP17003	RP-1 Training Room	27,192	200,000	Behind Schedule	Design	The initial project schedule did not include permitting through the City of Ontario. It was decided by the PMO to pursue a building permit with the City of Ontario. The original estimate was four weeks and has now extended to six weeks which pushed the Board award date from June 2017 to August 2017. After receiving the comments from the City of Ontario, the project plans must now be unexpectedly resubmitted for a second review by the City of Ontario. This will push the Board award date from August 2017 to September 2017. Project schedule will be revised at the Bid and Award phase once the city of Ontario has approved the 100% design.
Totals			6,913,362	37,204,302			

Regional Water Recycling Plant No. 2 (RP-2)

No.	Project ID	Project Title	Total Expenditures thru 5/31/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
43	EN17065	Microturbine Design-Build	52,158	2,210,000	On-time	Design	
Totals			52,158	2,210,000			

Regional Water Recycling Plant No. 4 (RP-4)

No.	Project ID	Project Title	Total Expenditures thru 5/31/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
44	EN14018	RP-4 Disinfection System Retrofit	571,837	2,675,745	On-time	Construction	
45	EN17043	RP4 Primary Clarifier Rehab	43,010	1,900,000	On-time	Project Evaluation	
46	EN17110	RP-4 Process Improvements	70,670	5,200,000	On-time	Project Evaluation	
Totals			685,517	9,775,745			

Regional Water Recycling Plant No. 5 (RP-5)

No.	Project ID	Project Title	Total Expenditures thru 5/31/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
47	EN11031	RP-5 Flow Equalization and Effluent Monitoring	949,913	3,397,200	On-time	Construction	
48	EN14043	RP-5 RW Pipeline Bottleneck	258,430	2,755,000	On-time	Design	
49	EN15008	Water Quality Laboratory	8,223,751	24,645,000	On-time	Construction	
Totals			9,432,095	30,797,200			
Overall Totals			25,903,647	150,342,977			

Attachment C
Emergency Projects

June 2017 Emergency Projects						
Contractor	Task Order Description	Details of the Circumstances/Cause of Emergency	Scope of Repair	Location	Date of Award	Not-to-Exceed /Estimate
Ferreira Construction	Edison Ave. RW AV & blow off Repair	Repair a damaged recycled water above grade air vac, protective cover, and blow-off assembly on the Edison Ave. RW Segment B pipeline. The damage extends to bollard replacement and all existing infrastructure.	Excavate and remove any equipment that was damaged by the accident Research the extent of the damage on the service pipe from the main to ensure it was not also damaged Reconstruct the assembly, bollards, and make all repairs as necessary to bring the system back to its original condition, including all pipe, fittings, and equipment, as specified in the attachments Return the surrounding road shoulder to its original condition	Agency-Wide	5/26/2017	25,000
W.A. Rasic Construction	Carbon Canyon Underground Chlorine Pipe Leak	Repair of an underground chlorine pipe leak at two possible locations within our Carbon Canyon Water Reclamation Facility (CCWRF). Pipe is estimated to be 1" or 1-1/2" PVC.	Saw cut and remove asphalt (Possibly two locations). Excavate to uncover pipeline (Depth is unknown at this time). Contractor to furnish shoring as needed. Dewatering as needed. Determine appropriate method to repair based on type of pipe and extent of damage. Backfill and compact. Repair asphalt. The Agency will provide isolation of the system and may direct the Contractor to close valves with operations supervision	CCWRF	6/13/2017	6,500
W.A. Rasic Construction	RP-5 RW Line	Repair of an underground RW line leak at RP-5.	Saw cut and remove asphalt. Excavate to uncover pipeline (Depth is unknown at this time). Contractor to furnish shoring as needed. Dewatering as needed. Determine appropriate method to repair based on type of pipe and extent of damage. Pipe is believed to be a 10" or 2" recycled water line. Backfill and compact. Repair asphalt. The Agency will provide isolation of the system, and may direct the Contractor to close valves within the vault with operations supervision	RP-5	6/21/2017	38,000
Ferreira Construction	RP-4 Biofilter Sump Pump Leak	A leak has been discovered causing water to be seen at surface level when the pump runs	Excavate gravel, dirt, and paving to identify discharge piping Remove section(s) of damaged any ancillary piping to stop leak(s) Reconstruct the assembly and make all repairs as necessary to bring the system back to its original condition, including all pipe, and fittings as specified in the attachments	RP-4	6/27/2017	8,500
W.A. Rasic Construction	Montclair Int MH Repair near Philadelphia & Baker	A MH lid has deteriorated over time from H2S and broke apart upon vehicular impact and fell to the bottom of the MH	Excavate, remove asphalt pavement and concrete collar around existing MH frame & cover and replace with new 32" diameter frame & cover. Pour concrete collar, replace AC pavement and re-stripe street	Coll	6/27/2017	9,900
Total						87,900

FY16/17 Emergency Projects

	Project ID	Contractor	Task Order Description (Details of Circumstance and Cause of the Emergency)	Location	TO #	Original Not-to-Exceed /Estimate	Actual Cost thru 5/31	Date of Award	Status
CDA									
1	CDA00000012	W.A. Rasic Construction	Raw Water Line Repair	CDA	TO-035	8,000	963	7/18/2016	Complete
Collection									
2	EN17018.01	W.A. Rasic Construction	Grove Ave. Manhole Repair	COLL	TO-036	5,618	8,875	8/11/2016	Closed
3	EN17018.09	W.A. Rasic Construction	Montclair Int MH Repair near Philadelphia & Baker	COLL	TO-053	9,900	0	6/27/2017	Active
CCWRF									
4	EN17019.09	Ferreira Construction	Primary Clarifier Light Fixture Removal	CCWRF	TO-018	3,700	3,886	2/9/2017	Complete
5	EN17019.10	W.A. Rasic Construction	Carbon Canyon WRF Chlorine Line Leak Repair	CCWRF	TO-046	5,000	1,227	5/2/2017	Complete
6	EN17018.08	W.A. Rasic Construction	CCWRF Underground Chlorine Pipe Leak	CCWRF	TO-051	6,500	0	6/13/2017	Active
RP-1									
7	EN17017.01	Ferreira Construction	RP-1 Flow Meter Replacement	RP-1	TO-09	60,000	64,791	7/26/2016	Closed
8	EN17019.05	W.A. Rasic Construction	DAFT Sludge Line Repair	RP-1	TO-041	35,000	16,979	12/21/2016	Complete
9	EN17019.07	David T. Wasden	RP-1 Hyperchlorite Leak Repair	RP-1	TO-04	3,500	11,253	3/3/2017	Complete
10	EN17019.08	Trautwein	RP-1 12" Hot Water Loop Leak/Repair	RP-1	TO-04	9,495	7,895	3/22/2017	Complete
11	EN000000023	Johnson Power	Backup Generator Rental	RP-1	-	34,193	22,144	3/6/2017	Complete
RP-2									
12	EN17019.01	W.A. Rasic Construction	RP-2 Underground Pipe Leak	RP-2	TO-037	5,500	8,944	9/12/2016	Closed
RP-4									
13	EN17019.03	W.A. Rasic Construction	RP-4 Raw Screening Area	RP-4	TO-039	12,500	12,400	11/9/2016	Complete
14	EN17019.06	W.A. Rasic Construction	RP-4 Raw Screening Area	RP-4	TO-042	35,000	15,074	2/16/2017	Complete
15	EN17019.11	Ferreira Construction	RP-4 Biofilter Sump Pump Leak	RP-4	TO-021	8,500	0	6/27/2017	Active
RP-5									
16	EN17019.02	Ferreira Construction	RP-5 Repair an existing SS Pump Guide Rail	RP-5	TO-010	25,000	24,181	9/15/2016	Closed
17	EN17017.05	W.A. Rasic Construction	RP-5 Recycled Water Line	RP-5	TO-052	38,000	0	6/21/2017	Active

FY16/17 Emergency Projects (cont.)

	Project ID	Contractor	Task Order Description (Details of Circumstance and Cause of the Emergency)	Location	TO #	Original Not-to-Exceed /Estimate	Actual Cost thru 5/31	Date of Award	Status
Agency-Wide									
18	EN17016.01	W.A. Rasic Construction	Monte Vista Ave ARVA Repair	Agency-wide	TO-040	10,000	7,691	11/10/2016	Complete
19	EN17017.02	Ferreira Construction	Street Subsidence and Blow off repair	Agency-Wide	TO-011	21,902	18,193	10/18/2016	Complete
20	EN17017.03	Ferreira Construction	Valve Shear Pine Replacement on a Buried RW Line	Agency-Wide	TO-012	6,209	7,882	10/19/2016	Complete
21	EN17017.04	Ferreira Construction	Edison Ave. RW AV & Blowoff Repair	Agency-Wide	TO-020	25,000	0	5/26/2017	Active
22	EN17019.04	Ferreira Construction	6" DAFT Sludge Line Tapping Sleeve Repair	Agency-Wide	TO-014	3,658	8,094	11/28/2016	Complete
23	EN17018.02	W.A. Rasic Construction	Mission Blvd Sink Hole (Ontario)	Agency-Wide	TO-043	50,000	9,057	2/24/2017	Active
24	EN17016.02	David T. Wasden	Mission Ave. Sewer Collapse and Repair	Agency-Wide	TO-05	18,088	18,086	3/21/2017	Complete
25	EN17018.03	Ferreira Construction	Westside Interceptor Relief Sewer- Backfill/Subgrade Investigation	Agency-Wide	TO-17	7,226	19,156	3/22/2017	Complete
26	EN17018.04	W.A. Rasic Construction	Sink Hole Over the Westside Interceptor Sewer	Agency-Wide	TO-044	9,350	1,320	4/7/2017	Complete
27	EN17018.05	W.A. Rasic Construction	Marlay Ave. Drop MH Repair	Agency-Wide	TO-045	5,000	2,330	4/20/2017	Complete
28	EN17018.06	Trautwein Construction	Sinkhole over 72" Cucamonga Interceptor Sewer in Ontario	Agency-Wide	TO-005	20,000	2,620	5/22/2017	Active
29	EN17018.07	W.A. Rasic Construction	Sinkhole over 33" Westside Interceptor Schaefer Avenue	Agency-Wide	TO-049	22,000	1,494	5/24/2017	Active
					Totals	503,839	294,536		