



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

**WEDNESDAY, NOVEMBER 15, 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 is available on the table in the Board Room. Comments will be limited to three 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

- Susannah Shoaf, Contracts & Procurement Supervisor, hired 10/23/17 (Christina Valencia)

2. **PRESENTATIONS**

A. **INTRODUCTION AND COMMENTS BY CHINO BASIN WATER CONSERVATION DISTRICT EXECUTIVE DIRECTOR MR. STEVE SENTES**

3. **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 October 18, 2017 Board meeting.

B. **ADOPTION OF RESOLUTION NO. 2017-11-5, FOR SANTA ANA RIVER WATERMASTER COMMITTEE NOMINATION**

Staff recommends that the Board adopt Resolution No. 2017-11-5, nominating General Manager Halla Razak as the Agency's representative to the five-member Santa Ana Watermaster Committee.

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

Staff recommends that the Board approve the total disbursements for the month of September 2017, in the amount of \$18,087,402.66.

D. **ADOPTION OF LOCAL AGENCY INVESTMENT FUND, DEPOSITORY AGREEMENT, INVESTMENT, AND SIGNATORY RESOLUTIONS**

Staff recommends that the Board adopt the following Resolutions:

1. No. 2017-11-1, authorizing participation in the Local Agency Investment Fund (LAIF) and designating signatories for the deposit and withdrawal of funds;
2. No. 2017-11-2, authorizing and designating signatories for depository agreement, depository cards, deposits, transfers, checks, and withdrawals of funds;
3. No. 2017-11-3, authorizing and designating signatories for investment agreements, investment authorizations, and investment fund transfers to fund investment transactions; and
4. No. 2017-11-4, authorizing and designating signatories for transfer documents for the movement of funds and investment securities to safekeeping with a third-party Custodian.

- E. RP-1 TRAINING ROOM CONSTRUCTION CONTRACT AWARD**
(Eng/Ops/WR)
Staff recommends that the Board:
1. Award a construction contract for the RP-1 Maintenance Building Training Room, Project No. EP17003, to New Millennium Construction in the amount of \$266,890; and
 2. Authorize the General Manager to execute the construction contract.
- F. FLOW EQUALIZATION AND EFFLUENT MONITORING CONSTRUCTION CHANGE ORDER** *(Eng/Ops/WR)*
Staff recommends that the Board:
1. Approve a construction contract change order to SCW Contractors for the Flow Equalization and Effluent Monitoring, Project No. EN11031, in the amount of \$108,655; and
 2. Authorize the General Manager to execute the construction contract change order.
- G. CONTRACT AWARD FOR BOILER CLEANING AND TUNE-UP SERVICES** *(Eng/Ops/WR)*
Staff recommends that the Board:
1. Award a three-year service contract for the RP-1 and RP-2 boilers semi-annual cleaning and annual tune-up services to R.F. MacDonald, in the amount of \$122,154; and
 2. Authorize the General Manager to execute the service contract.
- H. CONTRACT AWARD FOR UNIFORMS AND RELATED SERVICES**
(Eng/Ops/WR)
Staff recommends that the Board:
1. Award a three-year service contract with additional two, one-year options, to Cintas Corporation, for uniforms and related services for a not-to-exceed amount of \$600,000; and
 2. Authorize the General Manager to execute the service contract.
- I. RP-4 REHABILITATION CONSULTANT CONTRACT AMENDMENT**
(Eng/Ops/WR)
Staff recommends that the Board:
1. Approve a consulting engineering services contract amendment for the RP-4 Rehabilitation, Project Nos. EN17043 and EN17110, to Carollo Engineers for a not-to-exceed amount of \$356,236; and

2. Authorize the General Manager to execute the consulting engineering services amendment subject to non-substantive changes.

4. **ACTION ITEMS**

A. **ACWA 2017 PRESIDENT AND VICE PRESIDENT ELECTION**

Staff recommends that the Board:

1. Designate an IEUA voting representative, who must be present at the November ACWA 2017 Fall Conference, by completing the proxy designation form; and
2. Adopt Resolution No. 2017-11-7, supporting the nomination of Mr. Brent Hastey as the ACWA President, and Mr. Steven E. LaMar as the ACWA Vice President.

B. **CHINO BASIN WATER BANK PLANNING AUTHORITY: JOINT POWERS AUTHORITY AGREEMENT (Eng/Ops/WR) (Fin/Admin)**

Staff recommends that the Board:

1. Approve the Chino Basin Water Bank Planning Authority: Joint Powers Authority Agreement; and
2. Authorize the General Manager to execute the Agreement, subject to non-substantive changes.

C. **RP-4 TRIDENT FILTERS CONSTRUCTION CONTRACT AWARD (Eng/Ops/WR) (Fin/Admin)**

Staff recommends that the Board:

1. Award a contract for the RP-4 Trident Filters, Project No. EN17110.01, to J.F. Shea Construction, Inc. in the amount of \$3,799,000;
2. Approve a contract amendment to Carollo Engineers for engineering services, project management, and construction management for a not-to-exceed amount of \$454,858; and
3. Authorize the General Manager to execute the construction contract and consulting engineering services amendment subject to non-substantive changes.

5. **INFORMATION ITEMS**

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

B. MWD UPDATE (ORAL)

RECEIVE AND FILE INFORMATION ITEMS

C. TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/POWERPOINT)

D. WORKERS' COMPENSATION SELF-INSURED ANALYSIS 2017 (WRITTEN)

E. PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)

F. LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)

G. LEGISLATIVE REPORT FROM WEST COAST ADVISORS (WRITTEN)

H. CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)

I. FEDERAL LEGISLATIVE TRACKING MATRIX (WRITTEN)

J. STATE LEGISLATIVE TRACKING MATRIX (WRITTEN)

K. FY 2016/17 RECYCLED WATER ANNUAL REPORT (WRITTEN/POWERPOINT)

L. REGIONAL WATER USE EFFICIENCY PROGRAMS ANNUAL REPORT - FY 2016/17 (WRITTEN/POWERPOINT)

M. SARCCUP UPDATE (POWERPOINT)

6. **AGENCY REPRESENTATIVES' REPORTS**

A. SAWPA REPORT (WRITTEN)

B. MWD REPORT (WRITTEN)

C. REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT (WRITTEN)

D. CHINO BASIN WATERMASTER REPORT (WRITTEN)

7. **GENERAL MANAGER'S REPORT (WRITTEN)**

8. **BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS**

9. **DIRECTORS' COMMENTS**

A. CONFERENCE REPORTS

This is the time and place for the Members of the Board to report on prescheduled Committee/District Representative Assignment meetings, which were held since the last regular Board meeting, and/or any other items of interest.

10. 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
2. Mwembu vs. IEUA, Case No. CIVDS 1415762

B. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(4) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION; INITIATION OF LITIGATION

One Case

C. PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATIONS

Meet and Confer Negotiations – All Bargaining Units
Negotiating Parties: General Manager P. Joseph Grindstaff

11. ADJOURN

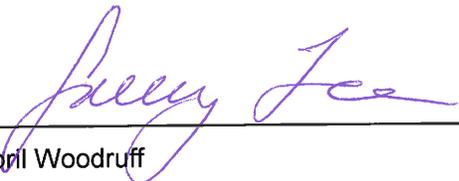
**A Municipal Water District*

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, November 9, 2017.


April Woodruff

CONSENT
CALENDAR
ITEM

3A



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

**WEDNESDAY, OCTOBER 18, 2017
10:00 A.M.**

DIRECTORS PRESENT:

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

STAFF PRESENT:

P. Joseph Grindstaff, General Manager
Chris Berch, Executive Manager of Engineering/AGM
Kathy Besser, Executive Manager of External Affairs and Policy Development/AGM
Randy Lee, Executive Manager of Operations/AGM
Christina Valencia, Executive Manager of Finance and Administration/AGM
Sharmeen Bhojani, Manager of Human Resources
Jerry Burke, Deputy Manager of Engineering
Warren Green, Manager of Contracts & Procurement
Jason Gu, Grants Officer
Sally Lee, Executive Assistant
Sylvie Lee, Manager of Planning and Environmental Resources
David Mendez, Deputy Manager of Capital Improvement Program
Jason Pivovaroff, Senior Engineer
Craig Proctor, Source Control/Environmental Resources Supervisor
John Scherck, Senior Project Manager
Shaun Stone, Manager of Engineering
Teresa Velarde, Manager of Internal Audit
April Woodruff, Board Secretary/Office Manager
Laura Mantilla, Executive Assistant

OTHERS PRESENT:

Justin Blickle, Myers and Sons Construction LP
Vivian Castro, Chino Basin Water Conservation District
Martin Cihigoyenatche, JC Law Firm
Gordon Lee Nichols, Building Industry Association – Baldy View Chapter
Carlos Rodriguez, Building Industry Association – Baldy View Chapter

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 10:02 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. There were no changes/additions/deletions to the agenda.

PRESENTATIONS

BIA – BALDY REVIEW CHAPTER PRESENTATION – Carlos Rodriguez, Chief Executive Officer

Building Industry Association of Southern California Baldy View Chapter’s Chief Executive Officer Carlos Rodriguez gave a presentation on the Inland Empire Housing Market. He thanked General Manager Joe Grindstaff for providing BIA a place at the table during the recent fee update and his availability as a resource. He gave an overview of the development trends in San Bernardino County and within the IEUA service area, connection fees, and call to action. Discussion ensued about meter size, hydrologic calculations, and meter fees.

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 Camacho, seconded by Director Hofer, and unanimously carried:

M2017-10-1

MOVED, to approve the Consent Calendar.

- A. Approved the minutes from the August 2, 2017, and September 20, 2017 Board meetings.
- B. Recommended that the Board approve the total disbursements for the month of August 2017, in the amount of \$19,180,948.43.
- C. The Board:
 - 1. Adopt Resolution No. 2017-10-1, authorizing IEUA to apply for and enter into financial assistance agreement with the State Department of Parks & Recreation (DPR) for the Outdoor Environmental Education Facilities Grant Program; and
 - 2. Authorize the General Manager or his designee to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any amendments thereto, and sign invoices with DPR.

(Continued...)

M2017-10-1, continued.

**RESOLUTION 2017-10-1
RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND
EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY,
CALIFORNIA, TO APPLY FOR AND ENTER INTO A FINANCIAL
ASSISTANCE AGREEMENT UNDER THE OUTDOOR ENVIRONMENTAL
EDUCATION FACILITIES GRANT PROGRAM WITH THE STATE
DEPARTMENT OF PARKS AND RECREATION AND DESIGNATING A
REPRESENTATIVE TO EXECUTE THE FINANCIAL ASSISTANCE
AGREEMENT, AND ANY AMENDMENTS THERETO FOR THE CHINO
CREEK WETLANDS EDUCATIONAL PARK PROGRAM**

(for full text, see Resolution Book)

D. The Board:

1. Award a consultant contract for the RP-1 Mechanical Restoration and Improvements, Project No. EN17082, to Stantec Consulting Services Inc., for the not-to-exceed amount of \$459,024; and
2. Authorize the General Manager to execute the consultant contract subject to non-substantive changes.

ACTION ITEM

AMENDMENT TO GENERAL MANAGER'S EMPLOYMENT AGREEMENT

President Elie stated that the original start date for Ms. Halla Razak was December 1, 2017. General Counsel Martin Cihigoyenatche stated that this action is to modify the contract to reflect a work commencement date of November 28, 2017 instead of the original contemplated date of December 1, 2017. This can be accomplished through a letter agreement signed by the President of the Board and Ms. Razak; upon Board's approval.

Upon motion by Director Parker, seconded by Director Hall, and unanimously carried:

M2017-10-2

MOVED, to approve the proposed Amendment to the General Manager Employment Agreement entered into between IEUA and Ms. Halla Razak.

RP-1 HEADWORKS UPGRADES PROJECT CONSTRUCTION CONTRACT AWARD

Manager of Engineering Shaun Stone began his presentation by introducing Mr. Justin Blickle from Myers and Sons Construction LP. He stated that this project is located at RP-1 with the primary scope of work in the headworks area. He gave an overview of the project background, scope, contractor selection process, budget, schedule, and staff's recommendation. He stated that this project was unanimously approved by the Regional Sewerage Program Technical and Policy Committees. Director Hofer stated his appreciation of staff for taking the project to the Regional Sewerage Program Technical and Policy Committees.

Upon motion by Director Camacho, seconded by Director Parker, and unanimously carried:

M2017-10-3

MOVED, to:

1. Award a construction contract for RP-1 Headworks, Primary, and Secondary Upgrades, project No. EN14019, to Myers & Sons Construction LP in the amount of \$5,690,000;
2. Approve a contract amendment to RMC Water and Environment for engineering services during construction for the not-to-exceed amount of \$510,558; and
3. Authorize the General Manager to execute the construction contract and contract amendment.

INSPECTION AND TESTING SERVICES MASTER CONTRACT AWARD

Manager of Engineering Shaun Stone stated that Agency has successfully used this mechanism for construction support service over approximately the last 8 or 9 years to support construction activity. He gave an overview of the project background, consultant selection process, and staff's recommendation.

Upon motion by Director Camacho, seconded by Director Hofer, and unanimously carried:

M2017-10-4

MOVED, to:

1. Approve a three-year master service contract for construction inspection and soils/material testing services on an "as needed" basis to RMA Group, for a not-to exceed amount of \$1,000,000;
2. Approve a three-year service contract for construction inspection and soils/material testing services on an "as needed" basis to CTE Inc., for the not-to-exceed amount of \$1,000,000;
3. Approve a three-year master service contract for coating inspection services on an "as needed" basis to CSI Services, for the not-to-exceed amount of \$300,000; and
4. Authorize the General Manager to execute the master service contracts.

INFORMATION ITEMS

POLICY PRINCIPLES ON WATER STORAGE AND PURCHASE OPPORTUNITIES

Executive Manager of Engineering/AGM Chris Berch gave a background of the Agency's purchase history of supplemental water and planning for other basin management type objectives. Over the last couple years, the Agency has been more engaged in looking at agreements to store water within the Chino Basin, and to find opportunities to obtain supplemental water for the region. Staff recommends developing policy principles to help staff better evaluate proposals when

bringing matters to the Board for consideration. He stated that the policy principles being brought to the Board is the first draft to provide some guidance when considering future opportunities. The draft principles focus on several areas such as, securing storage of supplemental water, supporting resolution of physical and water quality issues within the Chino Basin, supporting ongoing replenishment needs within the region, and developing a program that is fiscally responsible. Staff will incorporate any feedback received from the Regional Sewerage Program Technical and Policy Committees and any from the Agency's Board of Directors. President Elie recommends a workshop with the Regional Sewerage Policy Program Committee to discuss this important regional matter should be considered. General Manager Joe Grindstaff outlined the current plans for collaboration with the member agencies.

ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATE

Deputy Manager of Engineering Jerry Burke gave a PowerPoint presentation on the Engineering and Construction Management project updates. He provided updates on the following projects: EN14042 – RP-1 1158 RWPS Upgrades; EN16024 - RP-1 Mixed Liquor Return Pumps; EN17042 – Digester 6 and 7 Roof Repairs; EN17044 – RP-1 Power Reliability Generator Control Upgrades; EN17047/EN17048 – RP-1 Safety Improvements/Dewatering Vertical Conveyors.

MWD UPDATE

Senior Engineer Jason Pivovarovff gave an update on the water condition and sales at Metropolitan Water District of Southern California. He stated that 1 million-acre feet (MAF) was put into storage, which was made possible by the above normal snowpack, record breaking rainfall and 85 percent allocation. This brings total storage for MWD to just under 3 MAF. Executive Manager of Engineering/AGM Chris Berch stated that there is ongoing discussion on how the Agency could get more water for storage into the Chino Basin.

Mr. Pivovarovff continued with updates on the schedule and costs of repairs for Oroville Dam. He completed his presentation with an update on the California WaterFix. Discussion ensued about the California WaterFix.

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

TREASURER'S REPORT OF FINANCIAL AFFAIRS

FUNDING OF ESTIMATED WORKERS' COMPENSATION LIABILITIES

PUBLIC OUTREACH AND COMMUNICATION

LEGISLATIVE REPORT FROM INNOVATIVE FEDERAL STRATEGIES

LEGISLATIVE REPORT FROM WEST COAST ADVISORS

CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT

FEDERAL LEGISLATIVE TRACKING MATRIX

STATE LEGISLATIVE TRACKING MATRIX

1ST QUARTER PLANNING & ENVIRONMENTAL RESOURCES UPDATE

PLANNING & ENVIRONMENTAL RESOURCES ANNUAL REPORTS (10 YEAR GROWTH FORECAST, WATER USE, AND ENERGY)

AGENCY REPRESENTATIVES' REPORTS

SAWPA REPORT

Director Hall reported that the October 17, 2017 meeting was mostly routine in nature. She stated that SAWPA is planning its One Water One Watershed (OWOW) workshop on November 16, 2017, at 11:00 a.m. to give new Board members, commissioners, and member agencies an opportunity to come and learn about the program's goals and objectives.

MWD REPORT

Director Camacho had stated that he was at the October 10, 2017 MWD Board meeting when the Board took an approve action for the California WaterFix. The approval action came from representatives of Three Valleys Municipal Water District and IEUA.

REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT

Director Parker reported that the Regional Sewerage Program Policy Committee meeting met on October 5, 2017 at RP-1. Some Committee members took a tour of RP-1 given by staff and led by Executive Manager of Operations/AGM Randy Lee. She reported that the RP-1 Headworks primary and secondary upgrades construction contract was approved at the Regional Sewerage Program Policy Committee.

CHINO BASIN WATERMASTER REPORT

Director Parker reported that Chino Basin Watermaster decided to delay the Desalter replenishment obligation allocation, passed an amendment to Watermaster rules and regulations to account for evaporative losses on all supplemental recharge water of 1.5 percent during the rainy season and 4.2 percent during the dry season, approved the 2016 annual report for groundwater level monitoring, approved the master agreement between CBWM and IEUA regarding collaborative projects, and approved Task Order No. 1 – Salinity Management Project. There was an appeal of the April 28th order, and there is a hearing coming up to confirm a stay of the judgement in December.

GENERAL MANAGER'S REPORT

General Manager Joe Grindstaff had nothing further to report.

BOARD OF DIRECTORS' REQUESTED FUTURE AGENDA ITEMS

There were no Board requested future agenda items.

DIRECTORS' COMMENTS

Director Hall reported that on October 11, 2017, she attended the Mobile Home Town Hall Meeting with Senator Connie Leyva, Assemblymember Eloise Reyes and Assemblymember Freddie Rodriguez. They spoke about the mobile homes, meters, and water. She reported that she also attended the Three Valley Municipal Water District's Leadership Meeting with Jeff Kightlinger and the BIA Election Officers Reception on October 12, 2017, and attended the Association of San Bernardino County Special District Dinner on October 16, 2017.

Director Camacho reported that he attended the Southern California Water Committee Storm Water Workshop at the Metropolitan Water District of Southern California (MWD) on October 11, 2017. He stated that he had the opportunity on October 5, 2017, to meet with the Chairman of MWD, a couple of other Directors, and California Governor Jerry Brown to discuss California WaterFix and the State Water Project. The Governor expressed support for the California WaterFix.

President Elie reported that on September 22, 2017, he participated in the Chino Hills Day at the Fair. On October 4, 2017, he attended the Chino Valley State of the Fire District. On October 12, 2017, staff set up a meeting with City of Chino's Mayor Eunice Ulloa to speak to her about what the Agency does and how it's done.

CLOSED SESSION

The Board went into Closed Session at 11:26 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 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR: Meet and Confer Negotiations – All Bargaining Units, Negotiating Parties: General Manager P. Joseph Grindstaff.

The meeting resumed at 11:42 a.m., and General Counsel Martin 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.

Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiator

Meet and Confer Negotiations – All Bargaining Units

Negotiating Parties: General Manager P. Joseph Grindstaff

The Board took no reportable action.

With no further business, President Elie adjourned the meeting at 11:43 a.m.

Jasmin A. Hall, Secretary/Treasurer

APPROVED: NOVEMBER 15, 2017

CONSENT
CALENDAR
ITEM

3B

Date: November 15, 2017

To: The Honorable Board of Directors
Committee:

From: P. Joseph Grindstaff, General Manager



Executive Contact: P. Joseph Grindstaff, General Manager

Subject: Adoption of Resolution No. 2017-11-5, for Santa Ana River Watermaster Committee Nomination

Executive Summary:

The Santa Ana River Watermaster is a committee comprised of five members nominated by the parties and appointed by the Court. San Bernardino Valley Municipal Water District, Inland Empire Utilities Agency (IEUA), and Western Municipal Water District each nominate one member, and Orange County Water District nominates two.

Due to the departure of Mr. P. Joseph Grindstaff as General Manager, the provisions of the Judgement requires that the Agency nominate one representative to the Santa Ana River Watermaster Committee.

Staff's Recommendation:

Adopt Resolution No. 2017-11-5, nominating General Manager Halla Razak as the Agency's representative to the five-member Santa Ana River Watermaster Committee.

Budget Impact *Budgeted (Y/N):* N *Amendment (Y/N):* N *Amount for Requested Approval:*

Account/Project Name:

Fiscal Impact (explain if not budgeted):

Prior Board Action:

On June 19, 2013, the Inland Empire Utilities Agency's Board of Directors nominated Mr. P. Joseph Grindstaff as IEUA's representative to the Santa Ana River Watermaster Committee.

On July 6, 2010, the Inland Empire Utilities Agency's Board of Directors nominated Mr. Thomas Love as IEUA's representative to the Santa Ana River Watermaster Committee. Prior to Mr. Love, Mr. Richard Atwater served as IEUA's representative from September 1999 to July 2010.

Environmental Determination:

Not Applicable

Business Goal:

Attachments:

Resolution No. 2017-11-5 for Santa Ana River Watermaster Committee Appointment

RESOLUTION NO. 2017-11-5

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, NOMINATING AN AGENCY REPRESENTATIVE TO THE SANTA ANA RIVER WATERMASTER COMMITTEE IN THE MATTER OF ORANGE COUNTY WATER DISTRICT V. CITY OF CHINO, ET AL.

WHEREAS, Mr. P. Joseph Grindstaff has served as the Inland Empire Utilities Agency* representative on the Santa Ana River Watermaster Committee appointed pursuant to Orange County Water District v. City of Chino, et al., Orange County Superior Court No. 117628; and

WHEREAS, Mr. P. Joseph Grindstaff resigned as the Inland Empire Utilities Agency* representative to the Santa Ana River Watermaster Committee, effective December 30, 2017; and

WHEREAS, the Judgement provides that the Inland Empire Utilities Agency* shall nominate its representative to replace Mr. P. Joseph Grindstaff on the Committee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors that:

1. Inland Empire Utilities Agency* nominates Ms. Halla Razak, General Manager, as its representative of said Watermaster Committee effective December 1, 2017 to succeed Mr. P. Joseph Grindstaff; and
2. General Counsel for the Inland Empire Utilities Agency* is authorized and directed to execute and file with Orange County Superior Court a written nomination of Ms. Halla Razak as the representative of this Agency on the Santa Ana River Watermaster Committee to cause an Order of the Court to be filed and entered appointing Ms. Halla Razak as the Agency's Representative.

ADOPTED this 15th day of November 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 the Board of Directors thereof

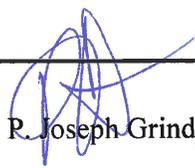
**CONSENT
CALENDAR
ITEM**

3C

Date: November 15, 2017

To: The Honorable Board of Directors

Committee: Finance & Administration

From:  R. Joseph Grindstaff, General Manager

11/08/17

Executive Contact: Christina Valencia, Executive Manager of Finance & Administration/AGM

Subject: Report on General Disbursements

Executive Summary:

Total disbursements in September were \$18,087,402.66. September disbursement activity includes vendor check payments of \$4,666,845.15 and worker's compensation check payments of \$3,795.53. The total amount of ACH payments was \$4,827,752.74. The total amount of wire transfer payments (excluding payroll) was \$6,360,444.85. The total pay for the Board of Directors was \$6,008.13. The total pay for employees was \$2,222,556.26.

Staff's Recommendation:

Approve the total disbursements for the month of September 2017, in the amount of \$18,087,402.66.

Budget Impact *Budgeted (Y/N): Y* *Amendment (Y/N): N* *Amount for Requested Approval:*

Account/Project Name:

Fiscal Impact (explain if not budgeted):

Prior Board Action:

None.

Environmental Determination:

Not Applicable

Business Goal:

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.

Attachments:

- Attachment 1 - Background
 - Attachment 2 - Details of General Disbursements
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Background

Subject: Report on General Disbursements

Table 1 summarizes the disbursements detailed in each of the six attachments affixed to this letter. Table 2 lists the disbursements in excess of an aggregated \$500,000 per vendor, and is presented in largest to smallest dollar value.

Table 1: Total Disbursements by Type

Attachment	Payment Type	Amount
1	Vendor Checks	\$4,666,845.15
2	Workers' Comp Checks	\$3,795.53
3	Vendor ACHs	\$4,827,752.74
4	Vendor Wires (excludes Payroll)	\$6,360,444.85
5	Payroll-Net Pay-Directors	\$6,008.13
6	Payroll-Net Pay-Employees	\$2,222,556.26
Total Disbursements		\$18,087,402.66

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

Table 2: Major Disbursements Paid in September 2017

Vendor	Amount	Description
MWD	\$4,843,258.38	July 2017 Water Purchase
CHINO BASIN DESALTER AUTHORITY	\$2,468,000.00	EN16021.90- USBR Brine Concentrate Reduction Facility- Contribution #2
LACSD	\$1,182,509.98	17/18 1st Qtr WstWtr Trmnt Surchg
KEMP BROS CONSTRUCTION INC	\$1,004,320.10	EN15008-Water Quality Laboratory PE#12
SO CALIF EDISON	\$794,375.21	8/17 Electricity Costs
PERS	\$690,747.71	9/17 Hlth Ins; P/R 18, 19 DIR 009 PERS Cont
I R S	\$674,733.06	P/R 18, 19, Pyrl Taxes

Attachment 1

Vendor Checks

Bank		CBB	CITIZENS BUSINESS BANK		ONTARIO CA 917610000	
Bank Key		122234149				
Acct number		CHECK	231167641			
Check						
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
220816	2200085472	09/07/2017	USD	1,862.00	A & G INSTRUMENT SERVICE FULLERTON CA	09/12/2017
220817	2200085449	09/07/2017	USD	2,129.60	AERATION INDUSTRIES INT'L INC CHASKA MN	09/12/2017
220818	2200085466	09/07/2017	USD	130.50	AEROTEK INC ATLANTA GA	09/12/2017
220819	2200085444	09/07/2017	USD	422.25	AIRGAS WEST INC PASADENA CA	09/11/2017
220820	2200085462	09/07/2017	USD	549.53	AMAZON.COM SEATTLE WA	09/20/2017
220821	2200085483	09/07/2017	USD	873.72	ASAP INDUSTRIAL SUPPLY FONTANA CA	09/12/2017
220822	2200085460	09/07/2017	USD	35.00	ASBCSD HESPERIA CA	09/18/2017
220823	2200085487	09/07/2017	USD	17,341.79	BRIGHTVIEW LANDSCAPE SERVICES LOS ANGELES CA	09/11/2017
220824	2200085508	09/07/2017	USD	1,422.15	BURRTEC WASTE INDUSTRIES INC FONTANA CA	09/14/2017
220825	2200085488	09/07/2017	USD	10,976.27	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	09/12/2017
220826	2200085457	09/07/2017	USD	111,226.28	CAROLLO ENGINEERS WALNUT CREEK CA	09/22/2017
220827	2200085512	09/07/2017	USD	53.50	CARTER, JOSEPH CHINO HILLS CA	09/21/2017
220828	2200085467	09/07/2017	USD	3,127.44	CASC ENGINEERING AND CONSULTINCOLTON CA	09/12/2017
220829	2200085476	09/07/2017	USD	4,149.53	CINTAS CORPORATION LOC#150 PHOENIX AZ	09/18/2017
220830	2200085433	09/07/2017	USD	395.00	CITY RENTALS INC ONTARIO CA	09/13/2017
220831	2200085484	09/07/2017	USD	1,650.00	CIVIC PUBLICATIONS INC LA VERNE CA	09/18/2017
220832	2200085473	09/07/2017	USD	5,726.58	CS-AMSCO HUNTINGTON BEACH CA	09/18/2017
220833	2200085448	09/07/2017	USD	1,947.74	CUCAMONGA VALLEY WATER DISTRICTRANCHO CUCAMONGA CA	09/14/2017
220834	2200085453	09/07/2017	USD	3,350.69	DELL MARKETING L P PASADENA CA	09/12/2017
220835	2200085456	09/07/2017	USD	115.00	DEPT OF CONSUMER AFFAIRS SACRAMENTO CA	09/18/2017
220836	2200085485	09/07/2017	USD	1,550.00	EPI-USE AMERICA INC ATLANTA GA	09/18/2017
220837	2200085441	09/07/2017	USD	107.64	FIRST AID 2000 HUNTINGTON BEACH CA	09/15/2017
220838	2200085435	09/07/2017	USD	969.08	FISHER SCIENTIFIC LOS ANGELES CA	09/11/2017
220839	2200085504	09/07/2017	USD	854.20	FONTANA WATER COMPANY FONTANA CA	09/13/2017
220840	2200085509	09/07/2017	USD	1,067.56	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	09/15/2017
220841	2200085446	09/07/2017	USD	537.69	GRAINGER PALATINE IL	09/12/2017
220842	2200085513	09/07/2017	USD	1,120.63	HALL, JASMIN CHINO HILLS CA	09/11/2017
220843	2200085496	09/07/2017	USD	3,235.21	IDEXX DISTRIBUTION INC ATLANTA GA	09/13/2017
220844	2200085455	09/07/2017	USD	290.93	KONICA MINOLTA PASADENA CA	09/12/2017
220845	2200085490	09/07/2017	USD	73.00	LITTLE SISTER'S TRUCK WASH, INBONSALL CA	09/20/2017
220846	2200085492	09/07/2017	USD	1,788.81	MANAGED MOBILE INC PLACENTIA CA	09/12/2017
220847	2200085451	09/07/2017	USD	1,282.43	MISCO WATER FOOTHILL RANCH CA	09/14/2017
220848	2200085434	09/07/2017	USD	3,792.84	OFFICE DEPOT PHOENIX AZ	09/18/2017
220849	2200085437	09/07/2017	USD	527.54	P L HAWN COMPANY INC HUNTINGTON BEACH CA	09/12/2017
220850	2200085464	09/07/2017	USD	2,685.60	PALM AUTO DETAIL INC COLTON CA	09/15/2017
220851	2200085445	09/07/2017	USD	2,960.73	PETE'S ROAD SERVICE FULLERTON CA	09/13/2017
220852	2200085454	09/07/2017	USD	6,807.65	POLYDYNE INC ATLANTA GA	09/11/2017
220853	2200085438	09/07/2017	USD	3,646.58	RAMONA TIRE & SERVICE CENTERS HEMET CA	09/21/2017
220854	2200085439	09/07/2017	USD	311.00	RAYNE WATER CONDITIONING COVINA CA	09/11/2017
220855	2200085463	09/07/2017	USD	1,450.70	RESTEK CORP LANCASTER PA	09/12/2017
220856	2200085471	09/07/2017	USD	64,682.40	RMC WATER AND ENVIRONMENT WALNUT CREEK CA	09/18/2017
220857	2200085486	09/07/2017	USD	10,000.00	ROBERTS CONSULTING GROUP INC RANCHO MIRAGE CA	09/12/2017
220858	2200085440	09/07/2017	USD	9,520.20	ROYAL WHOLESALE ELECTRIC ORANGE CA	09/13/2017
220859	2200085447	09/07/2017	USD	2,320.55	SAN BERNARDINO VALLEY MWD SAN BERNARDINO CA	09/18/2017

Bank	CBB	CITIZENS BUSINESS BANK	ONTARIO CA 917610000
Bank Key	122234149		
Acct number	CHECK	231167641	

Check						
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
220860	2200085480	09/07/2017	USD	940.00	SCREENVISION DIRECT NEW YORK NY	09/13/2017
220861	2200085514	09/07/2017	USD	537.80	SELIO, RICHARD CHINO HILLS CA	09/22/2017
220862	2200085481	09/07/2017	USD	754.25	SIEMENS ENERGY INC DALLAS TX	09/13/2017
220863	2200085500	09/07/2017	USD	320,145.42	SO CALIF EDISON ROSEMEAD CA	09/14/2017
220864	2200085501	09/07/2017	USD	29,675.83	SO CALIF EDISON ROSEMEAD CA	09/13/2017
220865	2200085502	09/07/2017	USD	436.73	SO CALIF GAS MONTEREY PARK CA	09/15/2017
220866	2200085503	09/07/2017	USD	300.93	SO CALIF GAS MONTEREY PARK CA	09/15/2017
220867	2200085474	09/07/2017	USD	4,232.00	STANTEC CONSULTING INC CHICAGO IL	09/12/2017
220868	2200085495	09/07/2017	USD	339.59	STORETRIEVE LLC MONTEBELLO CA	09/12/2017
220869	2200085489	09/07/2017	USD	6,018.25	THERMO ELECTRON NORTH AMERICA ATLANTA GA	09/15/2017
220870	2200085491	09/07/2017	USD	1,442.46	TRIPEPI SMITH AND ASSOCIATES, IRVINE CA	09/22/2017
220871	2200085465	09/07/2017	USD	716.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	09/11/2017
220872	2200085459	09/07/2017	USD	2,117.29	U S HOSE INC ONTARIO CA	09/12/2017
220873	2200085442	09/07/2017	USD	818.05	UNDERGROUND SERVICE ALERT/SC CORONA CA	09/18/2017
220874	2200085470	09/07/2017	USD	134.69	URIMAGE BLOOMINGTON CA	09/22/2017
220875	2200085493	09/07/2017	USD	263.08	VANTAGE TECHNOLOGY CONSULTING EL SEGUNDO CA	09/15/2017
220876	2200085499	09/07/2017	USD	270.00	VARIABLE SPEED SOLUTIONS INC HUNTINGTON BEACH CA	09/12/2017
220877	2200085461	09/07/2017	USD	261.16	VERIZON WIRELESS DALLAS TX	09/13/2017
220878	2200085468	09/07/2017	USD	26,283.66	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	09/12/2017
220879	2200085443	09/07/2017	USD	7,461.30	WEST VALLEY MOSQUITO AND ONTARIO CA	09/11/2017
220880	2200085479	09/07/2017	USD	11,011.93	WESTIN ENGINEERING INC RANCHO CORDOVA CA	09/12/2017
220881	2200085469	09/07/2017	USD	1,366.74	WORLDWIDE EXPRESS ALBANY NY	09/12/2017
220882	2200085452	09/07/2017	USD	1,593.70	YALE CHASE EQUIPMENT AND SERVILOS ANGELES CA	09/11/2017
220883	2200085478	09/07/2017	USD	152.10	YRC PASADENA CA	09/12/2017
220884	2200085511	09/07/2017	USD	100.67	ZIEGENBEIN, JEFF CHINO HILLS CA	10/10/2017
220885	2200085586	09/14/2017	USD	2,125.00	ALS ENVIRONMENTAL DALLAS TX	09/21/2017
220886	2200085576	09/14/2017	USD	2,500.00	AQUA-AEROBIC SYSTEMS, INC. CHICAGO IL	09/21/2017
220887	2200085578	09/14/2017	USD	374.74	ASAP INDUSTRIAL SUPPLY FONTANA CA	09/19/2017
220888	2200085582	09/14/2017	USD	1,282.15	AUTOZONE INC ATLANTA GA	09/25/2017
220889	2200085555	09/14/2017	USD	138.43	BEAR STATE PUMP & EQUIPMENT COONTARIO CA	09/20/2017
220890	2200085608	09/14/2017	USD	211.32	BOUGHAN, ARIN CHINO HILLS CA	09/19/2017
220891	2200085594	09/14/2017	USD	5,839.34	BURRTEC WASTE INDUSTRIES INC FONTANA CA	09/21/2017
220892	2200085584	09/14/2017	USD	15,972.28	BUSINESS CARD WILMINGTON DE	09/19/2017
220893	2200085564	09/14/2017	USD	100.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	09/28/2017
220894	2200085574	09/14/2017	USD	8,000.00	CALIFORNIA STRATEGIES LLC SACRAMENTO CA	09/20/2017
220895	2200085583	09/14/2017	USD	7,249.20	CALIFORNIA WATER TECHNOLOGIES, PASADENA CA	09/20/2017
220896	2200085605	09/14/2017	USD	285.58	CAMACHO, MICHAEL CHINO HILLS CA	09/20/2017
220897	2200085602	09/14/2017	USD	98.42	CARL H TAYLOR III CRYSTAL RIVER FL	09/19/2017
220898	2200085568	09/14/2017	USD	18,819.00	CASA SACRAMENTO CA	09/22/2017
220899	2200085587	09/14/2017	USD	3,521.38	CHEMTRADE CHEMICALS US LLC DETROIT MI	09/19/2017
220900	2200085573	09/14/2017	USD	559.96	CINTAS CORPORATION LOC#150 PHOENIX AZ	09/21/2017
220901	2200085600	09/14/2017	USD	425.50	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	09/26/2017
220902	2200085556	09/14/2017	USD	67.33	CITY RENTALS INC ONTARIO CA	09/21/2017
220903	2200085604	09/14/2017	USD	2,509.20	DAVIS, MARTHA CHINO HILLS CA	09/26/2017

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
220904	2200085563	09/14/2017	USD	7,818.00	DBLL MARKETING L P PASADENA CA	09/18/2017
220905	2200085581	09/14/2017	USD	3,564.93	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA	09/20/2017
220906	2200085606	09/14/2017	USD	14.87	ELIE, STEVE CHINO HILLS CA	09/21/2017
220907	2200085557	09/14/2017	USD	441.07	FISHER SCIENTIFIC LOS ANGELES CA	09/18/2017
220908	2200085596	09/14/2017	USD	2,805.72	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	09/21/2017
220909	2200085579	09/14/2017	USD	20,781.06	GHD INC IRVINE CA	09/28/2017
220910	2200085560	09/14/2017	USD	885.57	GRAINGER PALATINE IL	09/19/2017
220911	2200085607	09/14/2017	USD	134.39	HALL, JASMIN CHINO HILLS CA	09/19/2017
220912	2200085567	09/14/2017	USD	1,139.40	HAWTHORNE LIFT SYSTEMS FONTANA CA	09/25/2017
220913	2200085588	09/14/2017	USD	205.00	HOLLISTER POWERSPORTS HOLLISTER CA	09/20/2017
220914	2200085580	09/14/2017	USD	1,021.56	ICE CUBE INC GREENSBURG PA	09/20/2017
220915	2200085593	09/14/2017	USD	77,219.41	INLAND BIOENERGY LLC FONTANA CA	09/20/2017
220916	2200085598	09/14/2017	USD	51.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	09/18/2017
220917	2200085572	09/14/2017	USD	500.00	INSIDE PLANTS INC CORONA CA	09/19/2017
220918	2200085561	09/14/2017	USD	2,069.14	JWC ENVIRONMENTAL LOS ANGELES CA	09/18/2017
220919	2200085558	09/14/2017	USD	4,271.75	KAMAN INDUSTRIAL TECHNOLOGIES LOS ANGELES CA	09/18/2017
220920	2200085566	09/14/2017	USD	3,722.72	KONICA MINOLTA PASADENA CA	09/18/2017
220921	2200085595	09/14/2017	USD	1,020.29	LEVEL 3 COMMUNICATIONS LLC DENVER CO	09/20/2017
220922	2200085603	09/14/2017	USD	192.00	MARIA FRESQUEZ N LAS VEGAS NV	09/19/2017
220923	2200085565	09/14/2017	USD	5,200.00	MBC APPLIED ENVIRONMENTAL SCIECOSTA MESA CA	09/19/2017
220924	2200085585	09/14/2017	USD	51,818.95	MEDORA CORPORATION DICKINSON ND	09/19/2017
220925	2200085575	09/14/2017	USD	113.13	MEYERS NAVE OAKLAND CA	09/19/2017
220926	2200085559	09/14/2017	USD	969.70	MINE SAFETY APPLIANCES CO PITTSBURGH PA	09/19/2017
220927	2200085577	09/14/2017	USD	1,773.00	MULTY INDUSTRIES PRECISION MACONTARIO CA	09/19/2017
220928	2200085570	09/14/2017	USD	145.00	NATIONAL BUSINESS INVESTIGATIONMURRIETA CA	
220929	2200085609	09/14/2017	USD	13.64	PARKER, KATI CHINO HILLS CA	10/03/2017
220930	2200085601	09/14/2017	USD	287.00	PATRICK W HUNTER PHELAN CA	09/18/2017
220931	2200085597	09/14/2017	USD	1,269.60	SHERIFF'S COURT SERVICES SAN BERNARDINO CA	
220932	2200085590	09/14/2017	USD	35,467.34	SO CALIF EDISON ROSEMEAD CA	09/21/2017
220933	2200085591	09/14/2017	USD	811.70	SO CALIF EDISON ROSEMEAD CA	09/19/2017
220934	2200085562	09/14/2017	USD	25,039.26	SOUTH COAST AQMD DIAMOND BAR CA	10/04/2017
220935	2200085589	09/14/2017	USD	2,500.00	THE 20/20 NETWORK LLC UPLAND CA	09/19/2017
220936	2200085569	09/14/2017	USD	89.00	U S HEALTHWORKS MEDICAL GROUP LOS ANGELES CA	09/18/2017
220937	2200085599	09/14/2017	USD	243.33	US DEPARTMENT OF EDUCATION ATLANTA GA	09/20/2017
220938	2200085592	09/14/2017	USD	454.94	VERIZON BUSINESS ALBANY NY	09/19/2017
220939	2200085571	09/14/2017	USD	120.76	WORLDWIDE EXPRESS ALBANY NY	09/20/2017
220940	2200085615	09/14/2017	USD	5,797.07	CITY OF CHINO CHINO CA	09/18/2017
220941	2200085614	09/14/2017	USD	25,026.55	CONSERV CONSTRUCTION INC MENIFEE CA	09/25/2017
220942	2200085616	09/14/2017	USD	1,555.45	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	09/18/2017
220943	2200085622	09/19/2017	USD	129.00	COUNTY OF RIVERSIDE RIVERSIDE CA	09/29/2017
220944	2200085623	09/19/2017	USD	5,546.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	09/28/2017
220945	2200085648	09/21/2017	USD	404.00	A & G INSTRUMENT SERVICE FULLERTON CA	
220946	2200085659	09/21/2017	USD	417.55	ABATIX CORPORATION DALLAS TX	09/29/2017
220947	2200085656	09/21/2017	USD	424.85	ALTA FOODCRAFT COFFEE LONG BEACH CA	09/28/2017

Bank		CITIZENS BUSINESS BANK		ONTARIO CA 917610000		
Bank Key		122234149				
Acct number		CHECK 231167641				
Check						
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
220948	2200085654	09/21/2017	USD	4,980.00	AMP MECHANICAL INC COSTA MESA CA	09/29/2017
220949	2200085638	09/21/2017	USD	1,021.60	APPLEONE EMPLOYMENT SERVICES GLENDALE CA	09/28/2017
220950	2200085687	09/21/2017	USD	299.99	ARAMBULA, BLANCA CHINO HILLS CA	09/27/2017
220951	2200085669	09/21/2017	USD	100.00	ARMENDAREZ III, JESUS M FONTANA CA	
220952	2200085657	09/21/2017	USD	666.66	ASAP INDUSTRIAL SUPPLY FONTANA CA	09/28/2017
220953	2200085644	09/21/2017	USD	193.94	BOOT BARN INC IRVINE CA	10/02/2017
220954	2200085650	09/21/2017	USD	100.00	BOWMAN, JIM W ONTARIO CA	09/27/2017
220955	2200085653	09/21/2017	USD	873.44	BURLINGTON SAFETY LAB OF CALIFWESTMINSTER CA	10/02/2017
220956	2200085663	09/21/2017	USD	3,620.81	CALIFORNIA WATER TECHNOLOGIES,PASADENA CA	09/28/2017
220957	2200085684	09/21/2017	USD	115.56	CAMPOS, JESSE CHINO HILLS CA	09/25/2017
220958	2200085682	09/21/2017	USD	350.00	CATALAN, JOSE L CHINO HILLS CA	09/28/2017
220959	2200085685	09/21/2017	USD	350.00	CATALAN, MARIA CHINO HILLS CA	
220960	2200085642	09/21/2017	USD	520.00	CEPA OPERATIONS INC ONTARIO CA	09/29/2017
220961	2200085691	09/21/2017	USD	350.00	CHENG, IVAN CHINO HILLS CA	09/26/2017
220962	2200085675	09/21/2017	USD	72.00	CHENG, TINA CHINO HILLS CA	10/02/2017
220963	2200085632	09/21/2017	USD	2,278.09	COLE PARMER INSTRUMENT CO CHICAGO IL	09/29/2017
220964	2200085633	09/21/2017	USD	1,182,509.98	COUNTY SANITATION DISTRICTS OFWHITTIER CA	09/28/2017
220965	2200085671	09/21/2017	USD	584.32	CUCAMONGA VALLEY WATER DISTRICTLOS ANGELES CA	09/29/2017
220966	2200085664	09/21/2017	USD	12,373.56	D & H WATER SYSTEMS INC OCEANSIDE CA	10/02/2017
220967	2200085649	09/21/2017	USD	396.42	DETECTION INSTRUMENTS CORP PHOENIX AZ	
220968	2200085658	09/21/2017	USD	3,268.15	DOWNES ENERGY CORONA CA	09/28/2017
220969	2200085689	09/21/2017	USD	350.00	EDWARDS, GLENN CHINO HILLS CA	10/02/2017
220970	2200085660	09/21/2017	USD	1,058.19	ELECTRO-CHEMICAL DEVICES, INC ANAHEIM CA	09/28/2017
220971	2200085690	09/21/2017	USD	281.78	ELIE, STEVE CHINO HILLS CA	10/03/2017
220972	2200085643	09/21/2017	USD	453.70	EXPRESS PIPE & SUPPLY INC ANAHEIM CA	09/28/2017
220973	2200085688	09/21/2017	USD	19.50	GIBSON, CONNIE CHINO HILLS CA	09/26/2017
220974	2200085636	09/21/2017	USD	580.00	GOVERNMENT FINANCE OFFICERS ASCHICAGO IL	09/29/2017
220975	2200085676	09/21/2017	USD	299.99	GUARDIANO, GARY CHINO HILLS CA	09/28/2017
220976	2200085681	09/21/2017	USD	350.00	HUBER, JENNIFER CHINO HILLS CA	10/02/2017
220977	2200085641	09/21/2017	USD	162,671.69	J F SHEA CONSTRUCTION INC WALNUT CA	09/28/2017
220978	2200085674	09/21/2017	USD	267.22	LACEY, STEVEN CHINO HILLS CA	10/11/2017
220979	2200085686	09/21/2017	USD	350.00	LOPEZ, ALEX CHINO HILLS CA	10/02/2017
220980	2200085677	09/21/2017	USD	649.99	MALEKI, NASRIN CHINO HILLS CA	
220981	2200085655	09/21/2017	USD	8,928.44	MARS ENVIRONMENTAL INC ANAHEIM CA	10/02/2017
220982	2200085662	09/21/2017	USD	1,500.00	MICHAEL J KOLODISNER LAGUNA HILLS CA	10/10/2017
220983	2200085639	09/21/2017	USD	1,422.78	MISCO WATER FOOTHILL RANCH CA	10/02/2017
220984	2200085679	09/21/2017	USD	350.00	MORENO, CONNIE CHINO HILLS CA	09/26/2017
220985	2200085668	09/21/2017	USD	51,490.10	NEW MILLENNIUM CONSTRUCTION CHINO HILLS CA	09/29/2017
220986	2200085670	09/21/2017	USD	4,300.41	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	09/27/2017
220987	2200085667	09/21/2017	USD	4,413.45	PACIFIC COURIERS INC ORANGE CA	10/02/2017
220988	2200085640	09/21/2017	USD	16,002.01	R F MACDONALD HAYWARD CA	09/28/2017
220989	2200085673	09/21/2017	USD	69.86	REED, RANDALL J CHINO HILLS CA	10/04/2017
220990	2200085634	09/21/2017	USD	24,536.25	RMA GROUP RANCHO CUCAMONGA CA	10/03/2017
220991	2200085652	09/21/2017	USD	100.00	ROGERS, PETER J CHINO HILLS CA	10/04/2017

Bank		CBB	CITIZENS BUSINESS BANK		ONTARIO CA 917610000	
Bank Key		122234149				
Acct number		CHECK	231167641			
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Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
220992	2200085635	09/21/2017	USD	38,201.84	ROYAL WHOLESALE ELECTRIC ORANGE CA	09/28/2017
220993	2200085651	09/21/2017	USD	206,194.65	SCW CONTRACTING CORPORATION FALLBROOK CA	09/28/2017
220994	2200085672	09/21/2017	USD	406,148.98	SO CALIF EDISON ROSEMEAD CA	09/28/2017
220995	2200085683	09/21/2017	USD	350.00	SUN, SUNNY YUE CHINO HILLS CA	09/29/2017
220996	2200085661	09/21/2017	USD	100.00	TIEGS, KATHLEEN ALTA LOMA CA	
220997	2200085646	09/21/2017	USD	24,107.20	TRIMAX SYSTEMS INC BREA CA	10/03/2017
220998	2200085665	09/21/2017	USD	2,129.84	TRIPEPI SMITH AND ASSOCIATES, IRVINE CA	09/28/2017
220999	2200085645	09/21/2017	USD	2,420.00	U S BANK NA MINNEAPOLIS MN	09/29/2017
221000	2200085680	09/21/2017	USD	53.08	VALENZUELA, ANDREW CHINO HILLS CA	10/04/2017
221001	2200085666	09/21/2017	USD	100.00	VINCENT, TRISHA LYNN MONTCLAIR CA	
221002	2200085647	09/21/2017	USD	212,277.50	W A RASIC CONSTRUCTION CO INC LONG BEACH CA	09/29/2017
221003	2200085637	09/21/2017	USD	559.00	WATER ENVIRONMENT FEDERATION BOSTON MA	09/29/2017
221004	2200085678	09/21/2017	USD	108.25	ZIEGENBEIN, JEFF CHINO HILLS CA	10/10/2017
221005	2200085695	09/21/2017	USD	5,000.00	EXTTI INC BELL CANYON CA	09/29/2017
221006	2200085696	09/21/2017	USD	344.46	HALL, JASMIN CHINO HILLS CA	10/10/2017
221007	2200085697	09/21/2017	USD	20.00	NANGIA, SAPNA CHINO HILLS CA	09/29/2017
221008	2200085717	09/26/2017	USD	435.00	AEROTEK INC ATLANTA GA	10/02/2017
221009	2200085716	09/26/2017	USD	225.00	BABCOCK LABORATORIES, INC RIVERSIDE CA	10/04/2017
221010	2200085724	09/26/2017	USD	83,187.00	BAGHOUSE & INDUSTRIAL SHEET MECORONA CA	10/02/2017
221011	2200085703	09/26/2017	USD	173.96	BANK OF AMERICA DALLAS TX	10/03/2017
221012	2200085726	09/26/2017	USD	52,858.95	BANNER BANK SACRAMENTO CA	10/03/2017
221013	2200085712	09/26/2017	USD	92,901.46	CAROLLO ENGINEERS INC SALT LAKE CITY UT	10/03/2017
221014	2200085710	09/26/2017	USD	262,149.90	CDM SMITH INC LOS ANGELES CA	09/29/2017
221015	2200085733	09/26/2017	USD	347.26	COLONIAL LIFE & ACCIDENT INSURCOLUMBIA SC	10/03/2017
221016	2200085736	09/26/2017	USD	2,285.83	FIDELITY SECURITY LIFE INSURANCINCINNATI OH	10/02/2017
221017	2200085731	09/26/2017	USD	3,861.20	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	10/04/2017
221018	2200085727	09/26/2017	USD	5,625.00	GILLIS + PANICHAPAN ARCHITECTSCOSTA MESA CA	10/03/2017
221019	2200085708	09/26/2017	USD	7,845.01	GRAINGER PALATINE IL	10/02/2017
221020	2200085719	09/26/2017	USD	2,010.20	HACH COMPANY CHICAGO IL	10/02/2017
221021	2200085713	09/26/2017	USD	7.10	INDUSTRIAL SUPPLY COMPANY ONTARIO CA	10/02/2017
221022	2200085722	09/26/2017	USD	1,150.00	JB'S POOLS & PONDS INC UPLAND CA	10/02/2017
221023	2200085715	09/26/2017	USD	4,400.00	JDV EQUIPMENT CORP DOVER NJ	10/03/2017
221024	2200085714	09/26/2017	USD	3,422.60	LEE & RO INC CITY OF INDUSTRY CA	10/02/2017
221025	2200085725	09/26/2017	USD	73.00	LITTLE SISTER'S TRUCK WASH, INBONSALL CA	10/03/2017
221026	2200085723	09/26/2017	USD	776.05	MAILFINANCE INC DALLAS TX	
221027	2200085728	09/26/2017	USD	51,800.00	MARINE DIVING SOLUTIONS LLC CENTENNIAL CO	
221028	2200085729	09/26/2017	USD	27,500.00	NATIONAL CENTER FOR CIVIC INNNEW YORK NY	09/29/2017
221029	2200085720	09/26/2017	USD	423.10	NATIONAL CONSTRUCTION RENTALS PACOIMA CA	10/02/2017
221030	2200085711	09/26/2017	USD	338.30	O RINGS & THINGS FONTANA CA	
221031	2200085704	09/26/2017	USD	1,816.62	OFFICE DEPOT PHOENIX AZ	
221032	2200085705	09/26/2017	USD	830.67	P L HAWN COMPANY INC HUNTINGTON BEACH CA	09/29/2017
221033	2200085734	09/26/2017	USD	96.54	PERS LONG TERM CARE PROGRAM PASADENA CA	10/02/2017
221034	2200085706	09/26/2017	USD	126.01	PETE'S ROAD SERVICE FULLERTON CA	10/04/2017
221035	2200085707	09/26/2017	USD	835.25	PETTY CASH EXPENDITURES CHINO CA	09/28/2017

Bank		CBB	CITIZENS BUSINESS BANK		ONTARIO CA 917610000	
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Check						
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221036	2200085721	09/26/2017	USD	2,397.10	POLLARDWATER.COM BOSTON MA	10/02/2017
221037	2200085718	09/26/2017	USD	4,975.20	PONTON INDUSTRIES INC YORBA LINDA CA	10/10/2017
221038	2200085730	09/26/2017	USD	239.34	SO CALIF GAS MONTEREY PARK CA	10/03/2017
221039	2200085709	09/26/2017	USD	2,062.00	STATE WATER RESOURCES CNTRL BOSACRAMENTO CA	
221040	2200085732	09/26/2017	USD	2,680.00	WESTERN DENTAL PLAN ORANGE CA	
221041	2200085735	09/26/2017	USD	25.00	WILCO LIFE INSURANCE COMPANY ATLANTA GA	10/03/2017
221042	2200085883	09/28/2017	USD	551.00	AEROTEK INC ATLANTA GA	
221043	2200085888	09/28/2017	USD	563.71	ALTA FOODCRAFT COFFEE LONG BEACH CA	10/04/2017
221044	2200085891	09/28/2017	USD	75.00	AMERICAN SOCIETY OF CIVIL ENGTUSTIN CA	
221045	2200085876	09/28/2017	USD	3,359.40	APPLEONE EMPLOYMENT SERVICES GLENDALE CA	
221046	2200085889	09/28/2017	USD	1,235.40	ASAP INDUSTRIAL SUPPLY FONTANA CA	10/03/2017
221047	2200085916	09/28/2017	USD	300.00	BATSFORD, MARK CHINO HILLS CA	10/10/2017
221048	2200085899	09/28/2017	USD	172.48	BREIG, ANNA VICTORVILLE CA	
221049	2200085892	09/28/2017	USD	1,370.00	BRIGHTVIEW LANDSCAPE SERVICES LOS ANGELES CA	10/03/2017
221050	2200085893	09/28/2017	USD	14,260.92	CALIFORNIA WATER TECHNOLOGIES,PASADENA CA	10/04/2017
221051	2200085907	09/28/2017	USD	98.42	CARL H TAYLOR III CRYSTAL RIVER FL	10/04/2017
221052	2200085867	09/28/2017	USD	13,386.18	CHARLES P CROWLEY CO IRWINDALE CA	10/04/2017
221053	2200085911	09/28/2017	USD	60.99	CHAVEZ, NESTOR C CHINO HILLS CA	10/02/2017
221054	2200085878	09/28/2017	USD	153.00	CHINO CREEK TOASTMASTER CLUB CHINO HILLS CA	
221055	2200085882	09/28/2017	USD	1,596.23	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH	10/03/2017
221056	2200085875	09/28/2017	USD	200.44	CITY OF CHINO CHINO CA	10/02/2017
221057	2200085868	09/28/2017	USD	359.01	COLE FARMER INSTRUMENT CO CHICAGO IL	10/03/2017
221058	2200085915	09/28/2017	USD	40.66	DELGADO, ROBERTO CHINO HILLS CA	
221059	2200085890	09/28/2017	USD	692.29	DOWNES ENERGY CORONA CA	10/03/2017
221060	2200085894	09/28/2017	USD	226,272.39	FERREIRA COASTAL CONSTRUCTION BRANCHBURG NJ	10/03/2017
221061	2200085869	09/28/2017	USD	1,374.98	FISHER SCIENTIFIC LOS ANGELES CA	10/04/2017
221062	2200085873	09/28/2017	USD	4,109.16	FLUID METERING INC ATLANTA GA	10/04/2017
221063	2200085874	09/28/2017	USD	2,528.30	GRAINGER PALATINE IL	10/03/2017
221064	2200085917	09/28/2017	USD	300.00	GRAVES, DONALD FONTANA CA	10/10/2017
221065	2200085902	09/28/2017	USD	472.96	HOBBS, DIANA APPLE VALLEY CA	
221066	2200085870	09/28/2017	USD	1,241.71	HOME DEPOT CREDIT SERVICES DES MOINES IA	
221067	2200085900	09/28/2017	USD	472.96	HORNE, WILLIAM YUCCA VALLEY CA	
221068	2200085910	09/28/2017	USD	83.00	HOULIHAN, JESSE D CHINO HILLS CA	
221069	2200085884	09/28/2017	USD	795.00	INLAND EMPIRE MAGAZINE RIVERSIDE CA	10/04/2017
221070	2200085904	09/28/2017	USD	41.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	
221071	2200085877	09/28/2017	USD	48,323.52	J F SHEA CONSTRUCTION INC WALNUT CA	10/03/2017
221072	2200085896	09/28/2017	USD	12,085.00	LANCE SOLL & LUNGHARD LLP BREA CA	10/03/2017
221073	2200085881	09/28/2017	USD	70.00	LIEBERT CASSIDY WHITMORE LOS ANGELES CA	10/10/2017
221074	2200085918	09/28/2017	USD	300.00	LOVELL, FRANK UPLAND CA	10/11/2017
221075	2200085908	09/28/2017	USD	192.00	MARIA FRESQUEZ N LAS VEGAS NV	10/03/2017
221076	2200085879	09/28/2017	USD	785.42	MIDPOINT BEARING ONTARIO CA	10/02/2017
221077	2200085901	09/28/2017	USD	746.37	MILLER, ELMER L BLUE JAY CA	10/04/2017
221078	2200085914	09/28/2017	USD	42.45	NANGIA, SAPNA CHINO HILLS CA	10/10/2017
221079	2200085913	09/28/2017	USD	56.39	ORTIZ, BRIAN CHINO HILLS CA	10/11/2017

Bank				CITIZENS BUSINESS BANK		ONTARIO CA 917610000	
Bank Key				122234149			
Acct number				CHECK 231167641			
Check							
Check number from to	Payment	Pmnt date	Crncy	Amount paid (FC)	Recipient/void reason code	Enca./void	
221080	2200085909	09/28/2017	USD	205.76	PACE, BRIAN CHINO HILLS CA		10/03/2017
221081	2200085906	09/28/2017	USD	287.00	PATRICK W HUNTER PHELAN CA		10/10/2017
221082	2200085912	09/28/2017	USD	200.00	POMPA, JESSE CHINO HILLS CA		09/29/2017
221083	2200085871	09/28/2017	USD	437.17	RAMONA TIRE & SERVICE CENTERS HEMET CA		
221084	2200085897	09/28/2017	USD	3,621.13	REIGN INDUSTRIES INC BREA CA		
221085	2200085903	09/28/2017	USD	196.14	SHERIFF'S COURT SERVICES SAN BERNARDINO CA		10/13/2017
221086	2200085872	09/28/2017	USD	336.25	SMART & FINAL LOS ANGELES CA		10/12/2017
221087	2200085885	09/28/2017	USD	40,409.55	SWRCB ACCOUNTING OFFICE SACRAMENTO CA		10/10/2017
221088	2200085887	09/28/2017	USD	4,073.00	THE AUSTIN COMPANY CLEVELAND OH		10/03/2017
221089	2200085880	09/28/2017	USD	40.00	THREE VALLEYS MWD CLAREMONT CA		10/17/2017
221090	2200085905	09/28/2017	USD	243.33	US DEPARTMENT OF EDUCATION ATLANTA GA		
221091	2200085895	09/28/2017	USD	41,162.00	WALLACE & ASSOCIATES CONSULTINPARK CITY UT		10/03/2017
221092	2200085898	09/28/2017	USD	10,000.00	WATER RESEARCH FOUNDATION DENVER CO		10/03/2017
221093	2200085886	09/28/2017	USD	27,207.42	ZONES CORPORATE SOLUTIONS SEATTLE WA		10/03/2017
221094	2200085921	09/28/2017	USD	165.00	CHINO VALLEY INDEPENDENT FIRE CHINO HILLS CA		10/12/2017
221095	2200085925	09/28/2017	USD	35.00	ASBCSD HESPERIA CA		10/16/2017
221096	2200085923	09/28/2017	USD	3,817.25	CHINO BASIN WATERMASTER RANCHO CUCAMONGA CA		10/04/2017
221097	2200085931	09/28/2017	USD	222.65	CUCAMONGA VALLEY WATER DISTRICT LOS ANGELES CA		10/04/2017
221098	2200085927	09/28/2017	USD	3,211.65	HACH COMPANY CHICAGO IL		10/03/2017
221099	2200085929	09/28/2017	USD	4,770.95	MANAGED MOBILE INC PLACENTIA CA		10/03/2017
221100	2200085926	09/28/2017	USD	50,000.00	NATIONAL WATER RESEARCH INSTITFOUNTAIN VALLEY CA		
221101	2200085933	09/28/2017	USD	93.40	PANTAYATIWONG, KANES CHINO HILLS CA		10/10/2017
221102	2200085932	09/28/2017	USD	2,125.94	SO CALIF EDISON ROSEMEAD CA		10/04/2017
221103	2200085928	09/28/2017	USD	150.00	SOCIETY FOR MAINTENANCE AND CLEVELAND OH		
221104	2200085922	09/28/2017	USD	25,000.00	SOUTHERN CALIFORNIA WATER COMMONTARIO CA		10/11/2017
221105	2200085930	09/28/2017	USD	2,500.00	TRUST FOR CONSERVATION INNOVATOAKLAND CA		10/04/2017
221106	2200085924	09/28/2017	USD	1,500.00	WATER EDUCATION LA VERNE CA		10/17/2017
221107	2200085934	09/28/2017	USD	200.00	WELBORN, ROCKY CHINO HILLS CA		10/11/2017
221108	2200085935	09/28/2017	USD	12,501.34	U S BANK ST LOUIS MO		10/11/2017
221109	2200085936	09/28/2017	USD	9,906.45	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO		10/03/2017
* Payment method Check			USD	4,666,845.15			

Total of all entries

Check Register

10/18/2017 / 15:35:14

User: RJACKSON

Page: 8

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	4,666,845.15		

Attachment 2

Workers' Comp Checks

Inland Empire Util. Agency
 Chino, CA
 Company code 1000

Check Register

10/18/2017 / 15:35:34
 User: RJACKSON
 Page: 1

Bank	CBB	CITIZENS BUSINESS BANK		ONTARIO CA 917610000		
Bank Key	122234149					
Acct number	WCOMP	231159290				
Checks created manually						
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
04822	2200086120	09/13/2017	USD	878.90	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/18/2017
04823	2200086121	09/13/2017	USD	910.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/18/2017
04824	2200086122	09/13/2017	USD	68.48	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	
04825	2200086123	09/13/2017	USD	1,108.60	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/18/2017
04826	2200086124	09/13/2017	USD	96.29	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/21/2017
04827	2200086125	09/13/2017	USD	4.13	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/21/2017
04828	2200086126	09/13/2017	USD	179.13	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/21/2017
04829	2200086127	09/13/2017	USD	50.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/21/2017
04830	2200086128	09/20/2017	USD	500.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	09/26/2017
* Payment method Checks created manually			USD	3,795.53		

Total of all entries

Check Register

10/18/2017 / 15:35:34

User: RJACKSON

Page: 2

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	3,795.53		

Attachment 3

Vendor ACHs

Check	Payee / Description	Amount
ACH	ICMA RETIREMENT TRUST 457 P/R 18 9/1/17 Deferred Comp Ded	HR 0060100 15,432.81
	ICMA RETIREMENT TRUST 457	\$ 15,432.81
ACH	LINCOLN NATIONAL LIFE INS CO P/R 18 9/1/17 Deferred Comp Ded Adjustme	P/R 18 9/1 AD 376.20
	P/R 18 9/1/17 Deferred Comp Ded	HR 0060100 28,892.75
	LINCOLN NATIONAL LIFE INS CO	\$ 29,268.95
ACH	ICMA RETIREMENT TRUST 401 P/R 18 9/1/17 Exec Deferred Comp	HR 0060100 53,808.08
	ICMA RETIREMENT TRUST 401	\$ 53,808.08
ACH	IEUA EMPLOYEES' ASSOCIATION P/R 18 9/1/17 Employee Ded	HR 0060100 183.00
	IEUA EMPLOYEES' ASSOCIATION	\$ 183.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 18 9/1/17 Employee Ded	HR 0060100 315.00
	IEUA SUPERVISORS UNION ASSOCIAS	\$ 315.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 18 9/1/17 Employee Ded Adjustment	P/R 18 9/1 AD 25.00
	P/R 18 9/1/17 Employee Ded	HR 0060100 1,131.60
	IEUA GENERAL EMPLOYEES ASSOCIAS	\$ 1,156.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 18 9/1/17 Employee Ded	HR 0060100 510.00
	IEUA PROFESSIONAL EMPLOYEES ASS	\$ 510.00
ACH	DISCOVERY BENEFITS INC P/R 18 9/1/17 Cafeteria Plan	HR 0060100 3,178.93
	DISCOVERY BENEFITS INC	\$ 3,178.93
ACH	AQUA BEN CORPORATION DAFT-6,900 Lbs Polymer 748E	36210 6,096.50
	RP1-16,100 Lbs Polymer 750A	36211 21,608.36
	AQUA BEN CORPORATION	\$ 27,704.86
ACH	NAPA GENUINE PARTS COMPANY Battery Cables	4584-231328 29.50
	NAPA GENUINE PARTS COMPANY	\$ 29.50
ACH	INGERSOLL RAND COMPANY Inv-Gasket Sets	24086192 1,558.50
	TP4-Repair Compressor	30609300 1,376.20
	TP4-Repair Compressor	30609306 1,352.33
	Inv-Coolants	24092579 6,041.99

Check	Payee / Description	Amount
	INGERSOLL RAND COMPANY	\$ 10,329.02
ACH	MCMASTER-CARR SUPPLY CO	
	SS Filter Housing, Polypropylene Cartridg 43213563	297.24
	SS Tubing 3" OD 43213614	73.75
	2 Oil Embedded Mounted Sleeve Bearings 43192175	94.71
	MCMASTER-CARR SUPPLY CO	\$ 465.70
ACH	PEST OPTIONS INC	
	June 2017 GWR Weed Abatement Services 279282	6,034.32
	July 2017 GWR Weed Abatement Services 281047	6,034.32
	PEST OPTIONS INC	\$ 12,068.64
ACH	SUNGARD AVAILABILITY SERVICES	
	9/17 Disaster Recovery Svc 152659168	4,152.00
	8/17 Disaster Recovery Svc 152656757	4,152.00
	SUNGARD AVAILABILITY SERVICES	\$ 8,304.00
ACH	SIEMENS INDUSTRY INC	
	Ultrasonoic Level Controller 5601829339	1,670.43
	Hydrorangers 5601860207	3,327.12
	SIEMENS INDUSTRY INC	\$ 4,997.55
ACH	TRIBOLOGIK CORPORATION	
	Oil Analysis 35940	270.00
	Oil Analysis 35941	60.00
	TRIBOLOGIK CORPORATION	\$ 330.00
ACH	US BANK - PAYMENT PLUS	
	101945 FLORENCE FILTER CORP 2200085024	435.27
	US BANK - PAYMENT PLUS	\$ 435.27
ACH	AMAZON BUSINESS	
	Dark Blue Ceramic Repair Putty 19MJ-KTC4-6KT	360.80
	10 USB Wired 104 Key, 14 Hot Keys 1XWK-1W94-147	399.90
	2 Graduated Cylinders 1YDF-MR3D-3X6	80.04
	1 Box M Gloves 1GGG-NNDJ-CWW	18.95
	1 Taylor MadeVinyl Boat Buoy 1DCC-MRVX-1MR	35.55
	1 Box M Gloves, 1 Box S Gloves 1K1M-H9XR-HRF	38.58
	Ventilation Fan with Light Combination 1XWK-1W94-7G9	84.95
	Fujitsu Document Scanner 1NJW-VDNR-376	463.27
	Adjustable Standing Dest Converter 1YDF-MR3D-4RV	203.65
	2 Taylor MadeVinyl Boat Buoys 1XWK-1W94-3LW	71.10
	AMAZON BUSINESS	\$ 1,756.79
ACH	SOLAR STAR CALIFORNIA V LLC	
	RP1-7/1-7/31 2450 Phila St M0616-1345542	4,022.67
	RP1-7/1-7/31 2450 Phila St M0615-1345541	14,859.86
	CCWRP/TP/RWPS-7/1-7/31 14950 Telephone A M0613-1345539	14,783.29
	SOLAR STAR CALIFORNIA V LLC	\$ 33,665.82

Check	Payee / Description	Amount
ACH	IEUA EMPLOYEES' ASSOCIATION	
	HR 0060200	12.00
	IEUA EMPLOYEES' ASSOCIATION \$	12.00
ACH	SHELL ENERGY NORTH AMERICA LP	
	CCWRP/TP/RWPS-7/1-7/31 14950 Tlphn 4/1-4 2046 7/17	45,116.17
	RP2/RP5-7/1-7/31 16400 El Prado Rd 4/1-4 2044 7/17	8,485.96
	RP1-8/1-8/31 2450 Phila St 4/1-4/30 Adj 2042 7/17	133,215.66
	SHELL ENERGY NORTH AMERICA LP \$	186,817.79
ACH	CHINO BASIN DESALTER AUTHORITY	
	CDA-EN16021.90-IEUA Contrib #2—Proj Cle RSTRCTD CNTRB	2,468,000.00
	CHINO BASIN DESALTER AUTHORITY \$	2,468,000.00
ACH	ICMA RETIREMENT TRUST 457	
	P/R 19 9/15 Deferred Comp Ded HR 0060300	13,950.79
	ICMA RETIREMENT TRUST 457 \$	13,950.79
ACH	LINCOLN NATIONAL LIFE INS CO	
	P/R 19 9/15 Deferred Comp Ded HR 0060300	24,718.26
	LINCOLN NATIONAL LIFE INS CO \$	24,718.26
ACH	ICMA RETIREMENT TRUST 401	
	P/R 19 9/15 Exec Deferred Comp Ded HR 0060300	8,505.39
	ICMA RETIREMENT TRUST 401 \$	8,505.39
ACH	HASCO OIL COMPANY, INC.	
	RP5-Mobil Grease XHP 222 0212679-IN	546.44
	HASCO OIL COMPANY, INC. \$	546.44
ACH	INLAND EMPIRE REGIONAL	
	7/17 Biosolids 90020617	303,653.84
	INLAND EMPIRE REGIONAL \$	303,653.84
ACH	OLIN CORP	
	RP4-2,024 Gals Sodium Hypochlorite 2378423	1,194.16
	RP4-1,998 Gals Sodium Hypochlorite 2380842	1,178.82
	TP1-4,994 Gals Sodium Hypochlorite 2380843	2,946.46
	TP1-4,958 Gals Sodium Hypochlorite 2381409	2,925.22
	CCWRP-4,934 Gals Sodium Hypochlorite 2381410	2,911.06
	TP1-4,874 Gals Sodium Hypochlorite 2381725	2,875.66
	RP4-3,012 Gals Sodium Hypochlorite 2381726	1,777.08
	TP1-4,978 Gals Sodium Hypochlorite 2382358	2,937.02
	CCWRP-5,000 Gals Sodium Hypochlorite 2379620	2,950.00
	TP1-4,916 Gals Sodium Hypochlorite 2379619	2,900.44
	RP5-4,980 Gals Sodium Hypochlorite 2380233	2,938.20
	TP1-4,934 Gals Sodium Hypochlorite 2378947	2,911.06
	TP1-4,916 Gals Sodium Hypochlorite 2375994	2,900.44
	RP5-4,902 Gals Sodium Hypochlorite 2376772	2,892.18
	RP4-1,488 Gals Sodium Hypochlorite 2376773	877.92

Check	Payee / Description		Amount
	TP1-4,854 Gals Sodium Hypochlorite	2377290	2,863.86
	TP1-4,984 Gals Sodium Hypochlorite	2377291	2,940.56
	CCWRP-4,878 Gals Sodium Hypochlorite	2377885	2,878.02
	RP5-4,994 Gals Sodium Hypochlorite	2377886	2,946.46
	RP4-1,996 Gals Sodium Hypochlorite	2377884	1,177.64
	TP1-4,956 Gals Sodium Hypochlorite	2378256	2,924.04
	OLIN CORP	\$	52,846.30
ACH	KOPP ILLUSTRATION, INC. CDA1-Bird's Eye View Illustration	00002114	1,500.00
	KOPP ILLUSTRATION, INC.	\$	1,500.00
ACH	JC LAW FIRM 7/17 General Legal	00295	34,600.00
	7/17 RCA Legal	00296	390.00
	7/17 IEUA vs RP1 Ontario Airport Plume	00297	150.00
	7/17 Watermaster	00300	4,510.00
	7/17 United Water Works vs Mike Bubalo C	00299	1,725.00
	7/17 Regional Contract	00298	17,695.00
	JC LAW FIRM	\$	59,070.00
ACH	AMAZON BUSINESS DYMO Label Printer	1Q6N-6PX6-7MV	48.49
	AMAZON BUSINESS	\$	48.49
ACH	IEUA EMPLOYEES' ASSOCIATION P/R 19 9/15 Employee Ded	HR 0060300	183.00
	IEUA EMPLOYEES' ASSOCIATION	\$	183.00
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 19 9/15 Employee Ded	HR 0060300	315.00
	IEUA SUPERVISORS UNION ASSOCIA	\$	315.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 19 9/15 Employee Ded	HR 0060300	1,181.60
	IEUA GENERAL EMPLOYEES ASSOCIA	\$	1,181.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 19 9/15 Employee Ded	HR 0060300	510.00
	IEUA PROFESSIONAL EMPLOYEES AS	\$	510.00
ACH	DISCOVERY BENEFITS INC P/R 19 9/15 Cafeteria Plan	HR 0060300	3,020.60
	DISCOVERY BENEFITS INC	\$	3,020.60
ACH	UNIVAR USA INC TP1-1,500 Gals Soduim Hydroxide	LA562983	2,408.22
	PradoLS-14,256 Lbs Sodium Bisulfite	LA564280	3,078.35
	PradoLS-14,755 Lbs Sodium Bisulfite	LA565129	3,186.17

Check	Payee / Description		Amount
	UNIVAR USA INC	\$	8,672.74
ACH	OLIN CORP		
	CCWRP-4,936 Gals Sodium Hypochlorite	2383184	2,912.24
	TP1-4,866 Gals Sodium Hypochlorite	2386105	2,870.94
	RP4-4,972 Gals Sodium Hypochlorite	2385480	2,933.48
	TP1-4,958 Gals Sodium Hypochlorite	2385479	2,925.22
	RP5-4,860 Gals Sodium Hypochlorite	2385168	2,867.40
	RP4-2,004 Gals Sodium Hypochlorite	2385167	1,182.36
	TP1-4,990 Gals Sodium Hypochlorite	2385166	2,944.10
	TP1-4,932 Gals Sodium Hypochlorite	2383185	2,909.88
	RP5-4,932 Gals Sodium Hypochlorite	2383918	2,921.68
	RP4-2,516 Gals Sodium Hypochlorite	2383919	1,484.44
	CCWRP-4,884 Gals Sodium Hypochlorite	2385165	2,881.56
	TP1-4,936 Gals Sodium Hypochlorite	2384577	2,912.24
	TP1-4,920 Gals Sodium Hypochlorite	2383920	2,902.80
	OLIN CORP	\$	34,648.34
ACH	GK & ASSOCIATES INC		
	46-2054-7/17 Prof Svcs	17-054	19,520.00
	46-2054-7/17 Prof Svcs	17-056	25,376.00
	46-2054-7/17 Prof Svcs	17-055	14,560.00
	GK & ASSOCIATES INC	\$	59,456.00
ACH	KEMP BROS CONSTRUCTION INC		
	EN15008-8/17 Pay Est 12	PE 12-EN15008	1,004,320.10
	KEMP BROS CONSTRUCTION INC	\$	1,004,320.10
ACH	AMAZON BUSINESS		
	Scanner Brake and Pick Roller Set	1JHQ-7XCH-DNV	282.15
	5 Way Cross Fitting Connector	17V9-Q4Q7-9RJ	20.02
	AMAZON BUSINESS	\$	302.17
ACH	PREFERRED BENEFIT INSURANCE		
	9/17 Agency Dental Plan	EIA21971	16,343.00
	PREFERRED BENEFIT INSURANCE	\$	16,343.00
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

Check	Payee / Description	Amount
	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
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	

Check	Payee / Description	Amount
	Reim Monthly Health Prem	128.00
	HEALTH PREM	- - - -
	WEBB, DANNY C	\$ 128.00
ACH	HUMPHREYS, DEBORAH E	
	Reim Monthly Health Prem	150.24
	HEALTH PREM	- - - -
	HUMPHREYS, DEBORAH E	\$ 150.24
ACH	MOUAT, FREDERICK W	
	Reim Monthly Health Prem	150.24
	HEALTH PREM	- - - -
	MOUAT, FREDERICK W	\$ 150.24
ACH	MORGAN, GARTH W	
	Reim Monthly Health Prem	128.00
	HEALTH PREM	- - - -
	MORGAN, GARTH W	\$ 128.00
ACH	ALLINGHAM, JACK	
	Reim Monthly Health Prem	22.24
	HEALTH PREM	- - - -
	ALLINGHAM, JACK	\$ 22.24
ACH	MAZUR, JOHN	
	Reim Monthly Health Prem	437.19
	HEALTH PREM	- - - -
	MAZUR, JOHN	\$ 437.19
ACH	RUDDER, LARRY	
	Reim Monthly Health Prem	22.24
	HEALTH PREM	- - - -
	RUDDER, LARRY	\$ 22.24
ACH	HAMILTON, MARIA	
	Reim Monthly Health Prem	128.00
	HEALTH PREM	- - - -
	HAMILTON, MARIA	\$ 128.00
ACH	PICENO, TONY	
	Reim Monthly Health Prem	172.48
	HEALTH PREM	- - - -
	PICENO, TONY	\$ 172.48
ACH	RAMOS, CAROL	
	Reim Monthly Health Prem	22.24
	HEALTH PREM	- - - -
	RAMOS, CAROL	\$ 22.24
ACH	FISHER, JAY	
	Reim Monthly Health Prem	128.00
	HEALTH PREM	- - - -
	FISHER, JAY	\$ 128.00
ACH	KING, PATRICK	
	Reim Monthly Health Prem	22.24
	HEALTH PREM	- - - -
	KING, PATRICK	\$ 22.24

Check	Payee / Description	Amount
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
	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

Check	Payee / Description	Amount
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 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 309.19

Check	Payee / Description	Amount
	TOL, HAROLD	\$ 309.19
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
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

Check	Payee / Description	Amount
	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
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 445.89
	BLASINGAME, MARY	\$ 445.89
ACH	ANDERSON, KENNETH Reim Monthly Health Prem	HEALTH PREM 22.24
	ANDERSON, KENNETH	\$ 22.24
ACH	MOE, JAMES	

Check	Payee / Description	Amount
	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, SONDR Reim Monthly Health Prem	HEALTH PREM 286.95
	ELROD, SONDR	\$ 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
	DEZHAM, PARIVASH	\$ 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 605.39
	LANGNER, CAMERON	\$ 605.39
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

Check	Payee / Description	Amount
ACH	POOLE, PHILLIP Reim Monthly Health Prem	HEALTH PREM 146.13
	POOLE, PHILLIP	\$ 146.13
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
	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

Check	Payee / Description	Amount
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 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 445.89
	VALENZUELA, DANIEL	\$ 445.89
ACH	PACE, BRIAN Reim Monthly Health Prem	HEALTH PREM 445.89
	PACE, BRIAN	\$ 445.89
ACH	KING, JOSEPH Reim Monthly Health Prem	HEALTH PREM 128.00
	KING, JOSEPH	\$ 128.00
ACH	VILLALOBOS, HECTOR Reim Monthly Health Prem	HEALTH PREM 158.95

Check	Payee / Description	Amount
	VILLALOBOS, HECTOR	\$ 158.95
ACH	BAXTER, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 286.95
	BAXTER, KATHLEEN	\$ 286.95
ACH	PENMAN, DAVID Reim Monthly Health Prem	HEALTH PREM 445.89
	PENMAN, DAVID	\$ 445.89
ACH	ICMA RETIREMENT TRUST 457 P/R 20 9/29 Deferred Comp Ded	HR 0060400 14,845.36
	ICMA RETIREMENT TRUST 457	\$ 14,845.36
ACH	LINCOLN NATIONAL LIFE INS CO P/R 20 9/29 Deferred Comp Ded	HR 0060400 24,646.20
	LINCOLN NATIONAL LIFE INS CO	\$ 24,646.20
ACH	ICMA RETIREMENT TRUST 401 P/R 20 9/29 Exec Deferred Comp Ded	HR 0060400 8,005.08
	ICMA RETIREMENT TRUST 401	\$ 8,005.08
ACH	AQUA BEN CORPORATION RP1-16,100 Lbs Polymer 750A	36238 21,608.36
	AQUA BEN CORPORATION	\$ 21,608.36
ACH	NAPA GENUINE PARTS COMPANY Battery, Core Deposit	4584-232539 204.38
	NAPA GENUINE PARTS COMPANY	\$ 204.38
ACH	SANTA ANA WATERSHED July 2017 Truck Discharge	9128 161.25
	July 2017 Truck Discharge	9115 3,524.89
	July 2017 Service	9121 142,327.53
	SANTA ANA WATERSHED	\$ 146,013.67
ACH	MCMASTER-CARR SUPPLY CO RP4Ops-White Plastic Ladles	46601329 375.49
	MCMASTER-CARR SUPPLY CO	\$ 375.49
ACH	PEST OPTIONS INC August 2017 GWR Weed Abatement Services	282736 6,034.32
	August 2017 Weed Abatement Services	282569 3,064.95
	PEST OPTIONS INC	\$ 9,099.27
ACH	OLIN CORP RP4-4,842 Gals Sodium Hypochlorite	2389535 2,856.78
	RP4-2,000 Gals Sodium Hypochlorite	2370843 1,140.00
	CCWRP-4,938 Gals Sodium Hypochlorite	2375993 2,913.42

Check	Payee / Description		Amount
	RP4-1,504 Gals Sodium Hypochlorite	2379618	887.36
	RP4-1,998 Gals Sodium Hypochlorite	2382359	1,178.82
	CCWRP-4,898 Gals Sodium Hypochlorite	2386807	2,889.82
	TP1-4,870 Gals Sodium Hypochlorite	2386808	2,873.30
	RP4-2,032 Gals Sodium Hypochlorite	2386809	1,198.88
	RP5-4,910 Gals Sodium Hypochlorite	2387347	2,896.90
	RP4-1,986 Gals Sodium Hypochlorite	2387959	1,171.74
	CCWRP-4,830 Gals Sodium Hypochlorite	2387960	2,849.70
	TP1-4,906 Gals Sodium Hypochlorite	2388550	2,894.54
	CCWRP-4,948 Gals Sodium Hypochlorite	2388551	2,919.32
	TP1-4,992 Gals Sodium Hypochlorite	2388552	2,945.28
	TP1-4,916 Gals Sodium Hypochlorite	2389032	2,900.44
	RP4-2,568 Gals Sodium Hypochlorite	2389033	1,515.12
	TP1-4,802 Gals Sodium Hypochlorite	2389034	2,833.18
	TP1-4,906 Gals Sodium Hypochlorite	2389534	2,894.54
	OLIN CORP	\$	41,759.14
ACH	DAVE'S PLUMBING		
	3 Water Softener Removal 9/2017	5163	735.00
	1 Water Softener Removal 7/2017	5154	250.00
	2 Water Softener Removal 8/2017	5157	500.00
	DAVE'S PLUMBING	\$	1,485.00
ACH	DANRAE, INC		
	EN15008-7/17 Professional Services	149882	9,178.75
	EN15008-8/17 Professional Services	149896	6,466.25
	DANRAE, INC	\$	15,645.00
ACH	ARCADIS U.S., INC.		
	WR18028-7/1-7/23 Prof Svcs	0863213	19,342.72
	ARCADIS U.S., INC.	\$	19,342.72
ACH	US BANK - PAYMENT PLUS		
	101945 FLORENCE FILTER CORP	2200085612	2,755.90
	100150 HARRINGTON INDUSTRIAL PLASTICS LL	2200085610	12,130.71
	100150 HARRINGTON INDUSTRIAL PLASTICS LL	2200085036	7,591.55
	100163 J G TUCKER & SON INC	2200085037	138.08
	100319 MISSION REPROGRAPHICS	2200085038	441.88
	101945 FLORENCE FILTER CORP	2200085039	374.76
	105316 PLUMBERS DEPOT INC	2200085520	3,291.27
	105213 BAVCO	2200085694	248.10
	104896 WESTERN WATER WORKS SUPPLY CO	2200085519	384.56
	101945 FLORENCE FILTER CORP	2200085693	556.30
	100150 HARRINGTON INDUSTRIAL PLASTICS LL	2200085692	6,075.88
	100319 MISSION REPROGRAPHICS	2200085518	141.35
	100319 MISSION REPROGRAPHICS	2200085611	2,042.94
	105213 BAVCO	2200085613	225.34
	100319 MISSION REPROGRAPHICS	2200085293	406.10
	104896 WESTERN WATER WORKS SUPPLY CO	2200085294	1,280.07
	US BANK - PAYMENT PLUS	\$	38,084.79
ACH	AMAZON BUSINESS		
	Lab-Analytical Strips-SEOH Indctr Dtct P 11XX-W744-F3Q		34.20
	FltMnt-Power Distribution Block 1DMJ-7NFM-Q76		124.98

Check	Payee / Description		Amount
	Lab-Nitrile Exam Gloves-Forest Green	1FJQ-6NGV-NHR	17.67
	HQB-Engine Heater Coolant	19Q4-GHRX-LVG	149.00
	MntWhs-Electrical Reference Books	19MJ-KTC4-H1P	227.85

	AMAZON BUSINESS	\$	553.70
ACH	DISCOVERY BENEFITS INC		
	August 2017 Admin Fees	0000793214-IN	161.50

	DISCOVERY BENEFITS INC	\$	161.50
ACH	AGRICULTURAL RESOURCES		
	10/17 Wtr Quality Consult	10/17 WTR QLT	3,500.00

	AGRICULTURAL RESOURCES	\$	3,500.00

Grand Total Payment Amount: \$ 4,827,752.74

Attachment 4

Vendor Wires
(excludes Payroll)

Check	Payee / Description	Amount
Wire	EMPLOYMENT DEVELOPMENT DEPARTM	
	HR 0060300	9,834.71
	HR 0060300	56,667.54
	EMPLOYMENT DEVELOPMENT DEPARTM\$	66,502.25
Wire	INTERNAL REVENUE SERVICE	
	HR 0060300	328,271.21
	INTERNAL REVENUE SERVICE \$	328,271.21
Wire	EMPLOYMENT DEVELOPMENT DEPARTM	
	P/R 18 9/1/17 Taxes Adjustment P/R 18 9/1 AD	237.98
	P/R 18 9/1/17 Taxes HR 0060100	10,128.04
	P/R 18 9/1/17 Taxes HR 0060100	58,307.27
	EMPLOYMENT DEVELOPMENT DEPARTM\$	68,673.29
Wire	PUBLIC EMPLOYEE'S RETIREMENT S	
	P/R 18 9/1/17 Deferred Comp Ded HR 0060100	23,958.25
	PUBLIC EMPLOYEE'S RETIREMENT S\$	23,958.25
Wire	INTERNAL REVENUE SERVICE	
	P/R 18 9/1/17 Taxes Adjustment P/R 18 9/1 AD	1,771.32
	P/R 18 9/1/17 Taxes HR 0060100	342,040.11
	INTERNAL REVENUE SERVICE \$	343,811.43
Wire	STATE DISBURSEMENT UNIT	
	P/R 18 9/1/17 HR 0060100	1,145.06
	P/R 18 9/1/17 HR 0060100	198.00
	STATE DISBURSEMENT UNIT \$	1,343.06
Wire	PUBLIC EMPLOYEE'S RETIREMENT S	
	P/R 20 9/29/17 Deferred Comp Ded HR 0060400	24,000.78
	PUBLIC EMPLOYEE'S RETIREMENT S\$	24,000.78
Wire	STATE DISBURSEMENT UNIT	
	P/R 20 9/29/17 HR 0060400	1,145.06
	P/R 20 9/29/17 HR 0060400	198.00
	STATE DISBURSEMENT UNIT \$	1,343.06
Wire	PUBLIC EMPLOYEES' RETIREMENT S	
	9/17 Health Ins-Retirees, Employees 15042320 9/17	263,435.31
	9/17 Health Ins-Board 15042322 9/17	5,414.96
	PUBLIC EMPLOYEES' RETIREMENT S\$	268,850.27
Wire	METROPOLITAN WATER DISTRICT	
	July 2017 Water Purchase 9090	4,843,258.38
	METROPOLITAN WATER DISTRICT \$	4,843,258.38
Wire	PUBLIC EMPLOYEES RETIREMENT SY	

Check	Payee / Description	Amount
	P/R 18 9/1/17 PERS HR 0060100	264,179.27-
	P/R 18 9/1/17 PERS Adj-Incorrect Rate in HR 0060100000	438,080.46
	PUBLIC EMPLOYEES RETIREMENT SY\$	173,901.19
Wire	PUBLIC EMPLOYEES RETIREMENT SY	
	P/R 19 9/15 PERS HR 0060300	177,267.06
	P/R 19 9/15/17 PERS Adj-Incorrect Rate i HR 0060300000	274.40
	PUBLIC EMPLOYEES RETIREMENT SY\$	177,541.46
Wire	INTERNAL REVENUE SERVICE	
	P/R DIR 09 9/8/17 Taxes HR 0060200	2,649.58
	P/R DIR 09 9/08/17 Taxes-Adj HR 0060200000	0.84
	INTERNAL REVENUE SERVICE \$	2,650.42
Wire	EMPLOYMENT DEVELOPMENT DEPARTM	
	P/R DIR 09 9/08/17 Taxes-Adj HR 0060200000	0.31
	P/R DIR 09 9/8/17 Taxes HR 0060200	412.67
	EMPLOYMENT DEVELOPMENT DEPARTM\$	412.98
Wire	STATE BOARD OF EQUALIZATION	
	8/17 Sales Tax Deposit 23784561 8/17	12,088.00
	STATE BOARD OF EQUALIZATION \$	12,088.00
Wire	STATE DISBURSEMENT UNIT	
	HR 0060300	198.00
	P/R 19 9/15 HR 0060300	1,145.06
	STATE DISBURSEMENT UNIT \$	1,343.06
Wire	PUBLIC EMPLOYEE'S RETIREMENT S	
	P/R 19 9/15 Deferred Comp Ded HR 0060300	22,495.76
	PUBLIC EMPLOYEE'S RETIREMENT S\$	22,495.76

Grand Total Payment Amount: \$ 6,360,444.85

Attachment 5

Payroll-Net Pay-Directors

INLAND EMPIRE UTILITIES AGENCY

RATIFICATION OF BOARD OF DIRECTORS

PAYROLL FOR SEPTEMBER 8, 2017
PRESENTED AT BOARD MEETING ON NOVEMBER 15, 2017

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
MICHAEL CAMACHO	\$4,156.54	\$1,579.66
STEVEN J. ELIE	\$4,525.72	\$1,504.43
JASMIN HALL	\$3,099.92	\$1,952.47
KATHERINE PARKER	\$2,154.29	\$457.14
TERRY CATLIN	\$600.01	\$514.43
TOTALS	\$14,536.48	\$6,008.13

TOTAL EFTS PROCESSED	2
BEGINNING CHECK NO.	110008
ENDING CHECK NO.	110010
TOTAL CHECKS PROCESSED	3

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

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

AUGUST 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-03-17	Regional Policy Committee Meeting.	No (Cancelled)	\$-0-
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 105 (total amount of \$247.50, should reflect on timesheet)			\$-0-
Total No. of Meetings Attended			0
Total No. of Meetings Paid			0

**DIRECTOR
SIGNATURE**

*Oppeal Woodruff
for Director Camacho*

Approved by:

[Signature]

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

AUGUST 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-01-17	MWD OP&T Committee Updates (Telecon)	Yes	\$247.50
08-14-17	MWD Standing Committee	Yes	\$247.50
08-15-17	MWD Standing Committee Meetings and Board Meeting	Yes	\$247.50
08-17-17	Meeting with Randy Record	Yes	\$247.50
08-22-17	MWD other Committee Meetings	No (cancelled)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 105, including MWD meetings)			\$990.00
Total No. of Meetings Attended			4
Total No. of Meetings Paid			4

DIRECTOR
SIGNATURE

Michael Camacho
Director Camacho

Approved by:

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

IEUA DIRECTOR PAYSHEET

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

AUGUST 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-02-17	IEUA Board Meeting & Workshop	Yes	\$247.50
08-04-17	IEUA Board Special Meeting	Yes	\$247.50
08-09-17	Engineering, Operations and Water Resources Committee	Yes	\$247.50
08-10-17	Southern Coalition/Inland Caucus Meeting	Yes	\$247.50
08-11-17	11 th Annual San Bernardino Water Conference	Yes	\$247.50
08-16-17	IEUA Board Meeting	Yes	\$247.50
08-18-17	Meeting w/Director Hofer	Yes (10 mtg. max)	\$-0-
08-30-17	Meeting w/Phil Paule	Yes (10 mtg. max)	\$-0-
08-31-17	Meeting w/Oscar Gonzalez	Yes (10 mtg. max)	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 105, including MWD meetings)			\$1,485.00
Total No. of Meetings Attended			9
Total No. of Meetings Paid			6

DIRECTOR
SIGNATURE

*Special Workshop for
Director Camacho*

Approved by:

Steven J. Elie
President, Board of Directors

IEUA DIRECTOR PAYSHEET

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

AUGUST 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-02-17	IEUA Board Meeting & Workshop	Yes	\$247.50
08-04-17	IEUA Special Board Meeting	Yes	\$247.50
08-07-17	Legislative Conference Call to discuss upcoming legislation	Yes	\$247.50
08-08-17	National Water Research Institute Operations Committee Meeting (Telecon)	Yes	\$247.50
08-09-17	IEUA Community & Legislative Affairs Committee	Yes	\$247.50
08-11-17	11 th Annual San Bernardino County Water Conference	Yes	\$247.50
08-14-17	IEUA Board Agenda review mtg. w/GM Grindstaff and JC	Yes	\$247.50
08-16-17	IEUA Board Meeting	Yes	\$247.50
08-28-17	SCWC Legislative Task Force Conference Call	Yes	\$247.50
08-29-17	Meeting w/Curt Hagman	Yes	\$247.50
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 105)			\$2,475.00
Total No. of Meetings Attended			10
Total No. of Meetings Paid			10

DIRECTOR
SIGNATURE

Stephen J. Elie
 President, Elie

Approved by:

Jasmin A. Hall

Jasmin Hall
 Secretary/Treasurer

**DIRECTOR PAYSHEET FOR IEUA
ON WATERMASTER BOARD**

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

AUGUST 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-02-17	Meeting w/CBWM GM P. Kavounas	Yes* (same day)	\$-0-
08-24-17	CBWM Board Meeting	No (cancelled)	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 105 (i.e., \$122.50 – difference between Watermaster \$125.00 and Agency meetings \$247.50), including District meetings			
Total No. of Watermaster Meetings Attended			1
Total No. of Watermaster Meetings Paid			0

***Decline IEUA portion**

DIRECTOR SIGNATURE *Stephen J. Elie*
President Elie

Approved by: *Jasmin A. Hall*
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

AUGUST 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-3-17	CDA Board Meeting	No (cancelled)	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 105 (i.e., \$75.00 – difference between CDA (\$150.00 And Agency meetings \$247.50), including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR SIGNATURE *Steven J. Elie*

Approved by: *Jasmin A. Hall*
Jasmin Hall
Secretary/Treasurer

IEUA DIRECTOR PAYSHEET

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

AUGUST 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-02-17	IEUA Board Meeting & Workshop	Yes	\$247.50
08-02-17	Meeting w/R. Lee to discuss Operations & Maintenance Projects	Yes (staff)	\$-0-
08-04-17	IEUA Special Board Meeting	Yes	\$247.50
08-07-17	IERCA Board Meeting	Yes	\$247.50
08-09-17	Engineering, Operations, & Water Resources Committee	Yes (not alt.)	\$-0-
08-09-17	Finance & Administration Committee	Yes	\$247.50
08-11-17	Employer of the Guard & Reserve (ESGR) Event	Yes	\$247.50
08-15-17	CASA Strategic Planning Interview Telecon	Yes	\$247.50
08-16-17	IEUA Board Meeting	Yes	\$247.50
08-22-17	CASA 62 nd Annual Conference	Yes	\$247.50
08-23-17	CASA 62 nd Annual Conference	Yes	\$247.50
08-24-17	CASA 62 nd Annual Conference	Yes	\$247.50
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 105)			\$2,475.00
Total No. of Meetings Attended			12
Total No. of Meetings Paid			10

DIRECTOR
SIGNATURE

Jasmin A. Hall

 Jasmin A. Hall

Approved by:

Steven J. Elie

 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

AUGUST 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-01-17	SAWPA Commission Workshop	No (10 mtg. max)	\$-0-
08-15-17	SAWPA Reg. Commission Meeting	Yes (10 mtg. max)	\$-0-
08-17-17	Special Meeting of the SAWPA Commission	Yes (10 mtg. max)	\$-0-
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 105 (i.e., \$47.50 – difference between SAWPA (\$200.00 (eff. 5/01/17) and Agency meetings \$247.50), including Agency meetings			\$-0-
Total No. of SAWPA Meetings Attended			3 (2)
Total No. of SAWPA Meetings Paid			0

DIRECTOR SIGNATURE

*Opel Woodruff for
Dwight Hall*

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

AUGUST 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-03-17	CDA Board Meeting	No (cancelled)	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 105 (\$247.50 excludes alternate) including Agency meetings			
Total No. of CDA Meetings Attended			0
Total No. of CDA Meetings Paid			0

DIRECTOR SIGNATURE *Jasmin A. Hall*

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

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

IEUA DIRECTOR PAYSHEET

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

AUGUST 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-02-17	IEUA Board Meeting & Workshop	No	\$-0-
08-04-17	IEUA Special Board Meeting via Skype	Yes	\$247.50
08-09-17	Engineering, Operations & Water Resources Committee	No	\$-0-
08-16-17	IEUA Board Meeting	Yes	\$247.50
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 105			\$495.00
Total No. of Meetings Attended			2
Total No. of Meetings Paid			2

DIRECTOR SIGNATURE *Kati Parker*

Approved by: *[Signature]*
 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

AUGUST 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-03-17	Regional Policy Committee Meeting	No (cancelled)	\$-0-
TOTAL REIMBURSEMENT			
Up to 10 days of service per month per Ordinance No. 105 (total amount of \$247.50, should reflect on timesheet)			\$-0-
Total No. of Meetings Attended			0
Total No. of Meetings Paid			0

DIRECTOR SIGNATURE *April Woodhuff for Director Parker*

Approved by: *[Signature]*
Steven J. Elie
President, Board of Directors

DIRECTOR PAYSHEET FOR IEUA
ON SAWPA COMMISSION (ALTERNATE)

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

AUGUST 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-01-17	SAWPA Commission Workshop	No	\$-0-
08-15-17	SAWPA Regular Commission Meeting	No	\$-0-
08-17-17	SAWPA Special Meeting	No	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 105 (i.e., \$47.50 – difference between SAWPA (\$200.00 (eff. 5/01/17) and Agency meetings \$247.50), including Agency meetings			
Total No. of SAWPA Meetings Attended			0
Total No. of SAWPA Meetings Paid			0

DIRECTOR
SIGNATURE

Opal Woodliff
for Kati Parker

Approved by: _____

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

AUGUST 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-24-17	CBWM Board Meeting (Alt.)	No (cancelled)	\$-0-
TOTAL REIMBURSEMENT			\$-0-
Up to 10 days of service per month per Ordinance No. 105 (i.e., \$97.50 – difference between Watermaster \$125.00 and Agency meetings \$247.50), including Agency meetings			
Total No. of Watermaster Meetings Attended			0
Total No. of Watermaster Meetings Paid			0

DIRECTOR
SIGNATURE

Kati Parker

Kati Parker

Approved by: _____

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.

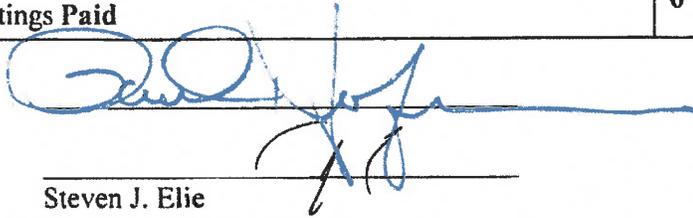
IEUA DIRECTOR PAYSHEET

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

AUGUST 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
08-02-17	IEUA Board Meeting & Workshop	Yes	\$-0-
08-04-17	IEUA Special Board Meeting	Yes	\$-0-
08-07-17	IERCA Board Meeting	Yes	\$-0-
08-09-17	Engineering, Operations, & Water Resources Committee	Yes (alternate) (same day)	\$-0-
08-09-17	Finance and Administration Committee	Yes	\$-0-
08-16-17	IEUA Board Meeting	Yes	\$-0-
08-18-17	Meeting w/Director Camacho	Yes	\$-0-
TOTAL REIMBURSEMENT (Up to 10 days of service per month per Ordinance No. 83)			\$-0-
Total No. of Meetings Attended			7
Total No. of Meetings Paid			0

DIRECTOR
SIGNATURE



Approved by:

Steven J. Elie
President, Board of Directors

Director Hofer has waived all stipend payments.

ID# 615

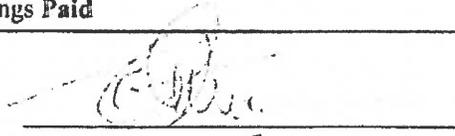
DIRECTOR PAYSHEET FOR IEUA REPRESENTATIVE
ON REGIONAL POLICY COMMITTEE

TERRY CATLIN
EMPLOYEE NO. N/A
ACCOUNT NO. 10900 110100 500000 501215

JULY 2017

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
04-07-16	Regional Policy Committee Meeting	Yes	\$100.00
03-03-16	Regional Policy Committee Meeting	Yes	\$100.00
11-07-13	Regional Policy Committee Meeting	Yes	\$100.00
06-06-13	Regional Policy Committee Meeting	Yes	\$100.00
03-07-13	Regional Policy Committee Meeting	Yes	\$100.00
01-10-13	Regional Policy Committee Meeting	Yes	\$100.00
TOTAL REIMBURSEMENT Up to 10 days of service per month per Ordinance No. 105 (total amount of \$247.50, should reflect on timesheet)			\$600.00
Total No. of Meetings Attended			6
Total No. of Meetings Paid			6

DIRECTOR
SIGNATURE



Approved by:



Steven J. Elie
President, Board of Directors

Prior years' adjustments for Policy meetings attended.

Attachment 6

Payroll-Net Pay-Employees

	Period 18	Period 18	Period 19	Period 19	Period 20	Period 20	
Non-Board Member	Checks	EFTs	Checks	EFTs	Checks	EFTs	September
NET PAY to Employees	\$0.00	\$743,402.43	\$0.00	\$743,619.60	\$0.00	\$735,534.23	\$2,222,556.26

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR SEPTEMBER 1, 2017

PRESENTED AT BOARD MEETING ON NOVEMBER 15, 2017

GROSS PAYROLL COSTS	\$1,413,422.02
DEDUCTIONS	\$670,019.59
NET PAYROLL	\$743,402.43
CHECKS USED	0
TOTAL CHECKS PROCESSED	0
PAYROLL DIRECT DEPOSIT PROCESSED	368
TOTAL PAYROLL PROCESSED	368

INLAND EMPIRE UTILITIES AGENCY

PAYROLL FOR SEPTEMBER 15, 2017

PRESENTED AT BOARD MEETING ON NOVEMBER 15, 2017

GROSS PAYROLL COSTS	\$1,349,652.38
DEDUCTIONS	\$606,032.78
NET PAYROLL	\$743,619.60
CHECKS USED	0
TOTAL CHECKS PROCESSED	0
PAYROLL DIRECT DEPOSIT PROCESSED	365
TOTAL PAYROLL PROCESSED	365

INLAND EMPIRE UTILITIES AGENCY

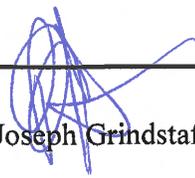
PAYROLL FOR SEPTEMBER 29, 2017

PRESENTED AT BOARD MEETING ON NOVEMBER 15, 2017

GROSS PAYROLL COSTS	\$1,195,033.78
DEDUCTIONS	\$459,499.55
NET PAYROLL	\$735,534.23
CHECKS USED	0
TOTAL CHECKS PROCESSED	0
PAYROLL DIRECT DEPOSIT PROCESSED	365
TOTAL PAYROLL PROCESSED	365

CONSENT
CALENDAR
ITEM

3D



Date: November 15, 2017

To: The Honorable Board of Directors
Committee:

From: P. Joseph Grindstaff, General Manager

Contact: Christina Valencia, Executive Manager of Finance & Administration/AGM

Subject: Adoption of Local Agency Investment Fund, Depository Agreement, Investment, and Signatory Resolutions

Executive Summary:

Pursuant to California Government Code (CGC) §5922 and CGC §53601 et seq., the Agency is hereby authorized to enter into and execute agreements for the deposit of Agency funds in bank and investment accounts by authorized Agency signatories designated by resolution. Any updates/changes are made by resolution. One of the authorized signatories is the General Manager.

Signatory Resolutions need to be updated to reflect the change in the General Manager position. The four (4) attached Resolutions have been revised to reflect the signatory authorization change to remove Mr. Grindstaff effective November 30, 2017, and add Ms. Halla Razak effective December 4, 2017. There are no other changes being made regarding signatory authorization on behalf of the Agency.

Staff's Recommendation:

Adopt the following Resolutions:

1. No. 2017-11-1, authorizing participation in the Local Agency Investment Fund (LAIF) and designating signatories for the deposit and withdrawal of funds;
2. No. 2017-11-2, authorizing and designating signatories for depository agreement, depository cards, deposits, transfers, checks, and withdrawals of funds;
3. No. 2017-11-3, authorizing and designating signatories for investment agreements, investment authorizations, and investment fund transfers to fund investment transactions; and
4. No. 2017-11-4, authorizing and designating signatories for transfer documents for the movement of funds and investment securities to safekeeping with a third-party Custodian.

Budget Impact *Budgeted* (Y/N): N *Amendment* (Y/N): N *Amount for Requested Approval:*

Account/Project Name:

Fiscal Impact (explain if not budgeted):

Prior Board Action:

The last updated signatory resolutions were adopted in January 2017.

Environmental Determination:

Not Applicable

Business Goal:

The Adoption of Local Agency Investment Fund, Depository Agreement, Investment, and Signatory Resolutions is consistent with the Agency's Business Goal of Fiscal Responsibility.

Attachments:

- Attachment 1 - Resolution 2017-11-1 Signatory Resolution LAIF Participation
- Attachment 2 - Agency Investment in the Local Agency Investment Fund - Signatures
- Attachment 3 - Resolution 2017-11-2 Signatory Designation
- Attachment 4 - Agency Investment in Certificates of Deposit - Signatures
- Attachment 5 - Resolution 2017-11-3 Signatory Investment Designation
- Attachment 6 - Approved Signatories and Designees for the Investment Fund Transactions and Transfers - Signatures
- Attachment 7 - Resolution 2017-11-4 Signatory Resolution Third-Party
- Attachment 8 - Incumbency and Signature Certificate - Signatures

RESOLUTION NO. 2017-11-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING PARTICIPATION IN THE LOCAL AGENCY INVESTMENT FUND AND DESIGNATING SIGNATORIES FOR THE DEPOSIT AND WITHDRAWAL OF FUNDS

WHEREAS, the Board of Directors of the Inland Empire Utilities Agency* is authorized to invest or deposit surplus funds pursuant to the California Government Code (CGC) §5922 and §53601 et seq;

WHEREAS, the Local Agency Investment Fund (LAIF) has been created as a special fund in the State Treasury pursuant to CGC §16429 and §16480.1; and

WHEREAS, upon filing of an appropriate resolution, local agencies are permitted to remit money to the State Treasurer for deposit in the fund for the purpose of investment; and pursuant to CGC §16429.3, such monies are not subject to impoundment or seizure by any state official or state agency.

NOW, THEREFORE, BE IT RESOLVED that the following are authorized:

Section 1. Depositing Local Agency. Funds shall be deposited for the account of the Inland Empire Utilities Agency * whose address is:

P.O. Box 9020
Chino Hills, California 91709

Section 2. Depository Agreements. The Inland Empire Utilities Agency* hereby agrees to deposit or withdraw money in the LAIF in the State Treasury in accordance with the provisions of CGC §16429.1 for the purpose of investment as stated therein.

Section 3. Amount of Authorized Deposit. Deposits of monies in the Local Agency Investment Fund shall at no time exceed the maximum established by LAIF policy.

Section 4. Authorized Personnel. That the persons authorized and directed to order the deposit or withdrawal of funds in the Local Agency Investment Fund on behalf of the Inland Empire Utilities Agency * are designated as follows, effective December 4, 2017:

Elected Board Officials:

Steven J. Elie	-	President
Michael Camacho	-	Vice President
Jasmin A. Hall	-	Secretary/Treasurer

Agency Representatives:

Halla Razak	-	General Manager
Christina Valencia	-	Executive Manager of Finance and Administration/AGM
Tina Y. Cheng	-	Budget Officer
Warren Green	-	Manager of Contracts and Procurement

Section 5. LAIF Investment Authorization. That the direction of transactions, either deposits or withdrawals, involving surplus funds, shall be approved by any two (2) persons listed in Section 4.

Section 6. This resolution shall take effect from and after its date of adoption.

Section 7. Rescission of Resolution. Upon adoption of this resolution, Resolution No. 2017-1-5 is hereby rescinded in its entirety.

ADOPTED this 15th day of November, 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
Agency* and of the
Board of Directors thereof

STATE OF CALIFORNIA)
)SS
 COUNTY OF SAN BERNARDINO)

I, Jasmin A. Hall, Secretary of the Inland Empire Utilities Agency*, DO
 HEREBY CERTIFY that the foregoing Resolution being No. 2017-11-1 was adopted at a
 regular meeting on November 15, 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

A MUNICIPAL WATER DISTRICT

6075 Kimball Avenue • Chino, CA 91708
P.O. Box 9020 • Chino Hills, CA 91709
TEL (909) 993-1600 • FAX (909) 993-1985
www.ieua.org

Subject: Agency Investment in the Local Agency Investment Fund

On November 15, 2017, the Board of Directors of the Inland Empire Utilities Agency* adopted Resolution No. 2017-11-1 (certified copy attached) authorizing certain persons as signatories of deposits and withdrawals from the Local Agency Investment Fund.

The following are facsimile signatures for your files:

Steven J. Elie

President

Michael Camacho

Vice President

Jasmin A. Hall

Secretary/Treasurer

Halla Razak

General Manager

Christina Valencia

Executive Manager of Finance and
Administration/AGM

Tina Y. Cheng

Budget Officer

Warren Green

Manager of Contracts and Procurement

Please correct your records and files accordingly.

Very truly yours,

INLAND EMPIRE UTILITIES AGENCY*

Jasmin A. Hall, Secretary/Treasurer

* A Municipal Water District

Water Smart – Thinking in Terms of Tomorrow

RESOLUTION NO. 2017-11-2

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING AND DESIGNATING SIGNATORIES OF DEPOSITORY AGREEMENTS, DEPOSITORY CARDS, DEPOSITS, TRANSFERS, CHECKS, AND WITHDRAWALS OF FUNDS

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors as follows:

Section 1. Depository Agreements. That Jasmin A. Hall, as Secretary/ Treasurer of the Inland Empire Utilities Agency *, is hereby authorized to enter into and execute agreements for the deposit of Agency funds in bank accounts, pursuant to California Government Code (CGC) §5922 and CGC §53601, et seq.

Section 2. Depository Cards. That the persons authorized and directed to execute depository cards for all bank accounts of the Inland Empire Utilities Agency are designated as follows, effective December 4, 2017:

Elected Board Officials:

Steven J. Elie	-	President
Michael Camacho	-	Vice President
Jasmin A. Hall	-	Secretary/Treasurer

Agency Representatives:

Halla Razak	-	General Manager
Christina Valencia	-	Executive Manager of Finance and Administration/AGM
Tina Y. Cheng	-	Budget Officer
Warren Green	-	Manager of Contracts and Procurement

Section 3. Signing of Checks. That checks of the Inland Empire Utilities Agency * shall be signed as follows:

- a) Any check up to \$10,000 shall be signed by any one (1) person under Section 2, or with the facsimile signature of an Elected Official listed above.
- b) Any check in excess of \$10,000 shall be signed by any (2) signatories listed under Section 2, or one (1) signatory listed under Section 2 and the facsimile signature of an Elected Official listed above.
- c) The Secretary/Treasurer of the Board of Directors, after filing with the Secretary of State his/her manual signature certified by him/her under oath, execute or cause to be executed with a facsimile signature in lieu of his/her manual signature of any

instrument of payment. Upon compliance with California Government Code (CGC) Section 5501 by the Secretary/Treasurer, his/her facsimile signature has the same legal effect as his/her manual signature.

Section 4. Intrabank Transfers. That written authorization to transfer funds between the Agency's accounts shall be signed by any two (2) persons listed under Section 2.

Section 5. Interbank Transfers. That written authorization to transfer funds between the Agency's accounts, held in any of several financial institutions, shall be signed by any two (2) persons listed under Section 2.

Section 6. Newly Issued Time Deposits, Certificates of Deposit and Placement Service Certificates of Deposit. That any Agency Official or representative listed under Section 2 shall sign receipts for "Notices to Depository-Penalty for Early Withdrawal of Time Deposit, Certificates of Deposit and Placement Service Certificates of Deposit" covering new Deposits issued to the Agency.

Section 7. Maturing Time Deposits, Certificates of Deposit and Placement Service Certificates of Deposit. That any Agency Official or representative listed under Section 2 shall endorse a maturing Time Deposits, Certificates of Deposit and Placement Service Certificates of Deposit when such an endorsement is required by the issuing financial institution at redemption.

Section 8. This resolution shall take effect from and after its date of adoption.

Section 9. Rescission of Resolution. Upon adoption of this resolution, Resolution No. 2017-1-6 is hereby rescinded in its entirety.

ADOPTED this 15th day of November, 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
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. 2017-11-2, was adopted
at a regular meeting on November 15, 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

A MUNICIPAL WATER DISTRICT

6075 Kimball Avenue • Chino, CA 91708
P.O. Box 9020 • Chino Hills, CA 91709
TEL (909) 993-1600 • FAX (909) 993-1985
www.ieua.org

Subject: Agency Investment in Certificates of Deposit

On November 15, 2017, the Board of Directors of the Inland Empire Utilities Agency* adopted Resolution No. 2017-11-2 (certified copy attached) authorizing certain persons as signatories of "Notice of Depository" forms and endorsers of matured Time Certificates of Deposit.

The following are facsimile signatures for your files:

Steven J. Elie	_____
	President
Michael Camacho	_____
	Vice President
Jasmin A. Hall	_____
	Secretary/Treasurer
Halla Razak	_____
	General Manager
Christina Valencia	_____
	Executive Manager of Finance and Administration/AGM
Tina Y. Cheng	_____
	Budget Officer
Warren Green	_____
	Manager of Contracts and Procurement

Please correct your records and files accordingly.

Very truly yours,

INLAND EMPIRE UTILITIES AGENCY*

Jasmin A. Hall Secretary/Treasurer

* A Municipal Water District

Water Smart – Thinking in Terms of Tomorrow

RESOLUTION NO. 2017-11-3

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING AND DESIGNATING SIGNATORIES OF INVESTMENT AGREEMENTS, INVESTMENT AUTHORIZATIONS, AND INVESTMENT FUND TRANSFERS TO FUND INVESTMENT TRANSACTIONS

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors as follows:

Section 1. Investment Agreements. That Jasmin A. Hall, as Secretary/Treasurer of the Inland Empire Utilities Agency*, is hereby authorized to enter into and execute agreements for the investment of Agency funds pursuant to California Government Code (CGC) §53601 and §53635.

Section 2. Investment Authorizations. That the review of all investment decisions and the required approvals regarding the investment and transfer of Agency funds are delegated, in accordance with CGC §53607 as follows:

Elected Board Officials:

Steven J. Elie	-	President
Michael Camacho	-	Vice President
Jasmin A. Hall	-	Secretary/Treasurer

Agency Representatives effective December 4, 2017:

Halla Razak	-	General Manager
Christina Valencia	-	Executive Manager of Finance and Administration/AGM
Tina Y. Cheng	-	Budget Officer
Warren Green	-	Manager of Contracts and Procurement

Section 3. Check Authorizations. That investment checks drawn on the Inland Empire Utilities Agency* accounts shall be signed by certain persons as follows:

- a) Any investment check up to \$10,000 shall be signed by any one (1) person listed under Section 2.
- b) Any investment check in excess of \$10,000 shall be signed by any two (2) persons listed under Section

Section 4. Electronic Fund Transfers (EFT) Authorizations. Approval of EFT authorizations prepared to fund investment transactions of the Inland Empire Utilities

Agency* shall be signed by any two (2) persons listed under Section 2.

Section 5. Delegation of Authority. The task of investing any and all available funds of the Inland Empire Utilities Agency* is the full responsibility of the Secretary/Treasurer of the Board of Directors. To facilitate that responsibility, the task shall be delegated to the Executive Manager of Finance and Administration/AGM or a Designee. Approved Designees, effective December 4, 2017 are:

Halla Razak	-	General Manager
Christina Valencia	-	Executive Manager of Finance and Administration/AGM
Tina Y. Cheng	-	Budget Officer
Warren Green	-	Manager of Contracts and Procurement

Section 6. Approval and Authorization of Investments. Documentation of all investment transactions shall be signed by the Executive Manager of Finance and Administration/AGM or a Designee and reviewed, approved, and signed by one of the other persons listed under Section 2.

Section 7. Placement of Investments. Once investment decisions have received proper approval and authorization, the final communication to the financial institution(s) shall be the responsibility of the Executive Manager of Finance and Administration/AGM or a Designee. Approved Designees, effective December 4, 2017 are:

Halla Razak	-	General Manager
Christina Valencia	-	Executive Manager of Finance and Administration/AGM
Javier Chagoyen-Lazaro	-	Manager of Accounting and Finance
Tina Y. Cheng	-	Budget Officer
Alexander Lopez	-	Senior Financial Analyst
Paula Hooven	-	Financial Analyst II
Jessica Sarmiento	-	Financial Analyst II
Jeannette Smith	-	Financial Analyst I

Section 8. This resolution shall take effect from and after its date of adoption.

Section 9. Recession of Resolution. Upon adoption of this resolution, Resolution No. 2017-1-7 is hereby rescinded in its entirety.

ADOPTED this 15th day of November, 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
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. 2017-11-3, was adopted
at a regular meeting on November 15, 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

A MUNICIPAL WATER DISTRICT

6075 Kimball Avenue • Chino, CA 91708
P.O. Box 9020 • Chino Hills, CA 91709
TEL (909) 993-1600 • FAX (909) 993-1985
www.ieua.org

Subject: Approved Signatories and Designees for the Investment Fund Transactions and Transfers

On November 15, 2017, the Board of Directors of Inland Empire Utilities Agency adopted Resolution No. 2017-11-3 (certified copy attached) authorizing certain persons as signatories of investment agreements, investment authorizations, and investment fund transfers to fund investment transactions, and as designees in the placement of investments.

The following are facsimile signatures for your files:

- Steven J. Elie _____
President
- Michael Camacho _____
Vice President
- Jasmin A. Hall _____
Secretary/Treasurer
- Halla Razak _____
General Manager
- Christina Valencia _____
Executive Manager of Finance and
Administration/AGM
- Tina Y. Cheng _____
Budget Officer
- Warren Green _____
Manager of Contracts and Procurement
- Alexander Lopez _____
Senior Financial Analyst
- Paula Hooven _____
Financial Analyst II
- Jessica Sarmiento _____
Financial Analyst II
- Jeannette Smith _____
Financial Analyst I

Water Smart – Thinking in Terms of Tomorrow

Please correct your records and files accordingly.

Very truly yours,

INLAND EMPIRE UTILITIES AGENCY*

Jasmin A. Hall, Secretary/Treasurer

* A Municipal Water District

RESOLUTION NO. 2017-11-4

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY, CALIFORNIA, AUTHORIZING AND DESIGNATING SIGNATORIES OF TRANSFER DOCUMENTS FOR THE MOVEMENT OF FUNDS AND INVESTMENT SECURITIES TO SAFEKEEPING WITH A THIRD-PARTY CUSTODIAN

WHEREAS, California Government Code (CGC) §53601 mandates each local agency to establish an account with a third-party custody provider for the safekeeping of investment securities;

WHEREAS, The Inland Empire Utilities Agency did, on April 19, 2017, adopt an investment policy;

WHEREAS, Said investment policy requires, pursuant to CGC §53601, that investment securities be purchased through and held by a third-party custodian;

WHEREAS, All of the tasks associated with the investment of any and all available funds of the Inland Empire Utilities Agency * is the full responsibility of the Secretary/Treasurer of the Board of Directors, and to facilitate that responsibility, the task shall be delegated to the Executive Manager of Finance and Administration/AGM or a Designee, as provided in Resolution No. 2017-11-4; and

WHEREAS, Authorized signatories are required for the transfer of funds and/or securities to a custodial account for safekeeping by the custodian;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that:

Section 1. Transfer Authorizations. That the review and authorization of deposits in any such custody account or accounts held by the Inland Empire Utilities Agency* for the safekeeping of investment funds or investment securities shall be signed by any two (2) of the following:

Elected Board Officials:

Steven J. Elie	-	President
Michael Camacho	-	Vice President
Jasmin A. Hall	-	Secretary/Treasurer

Agency Representatives, effective December 4, 2017:

Halla Razak	-	General Manager
Christina Valencia	-	Executive Manager of Finance and Administration/AGM

Tina Y. Cheng	-	Budget Officer
Warren Green	-	Manager of Contracts and Procurement

Section 2. That U.S. Bank Corporate Trust Services, National Association, is authorized to act and to rely upon this and other resolutions of the Inland Empire Utilities Agency* until it receives written notice of their revocation or rescission.

Section 3. This resolution shall take effect from and after its date of adoption.

Section 4. Rescission of Resolution. Upon adoption of this resolution, Resolution No. 2017-1-8 is hereby rescinded in its entirety.

ADOPTED this 15th day of November, 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
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. 2017-11-4, was adopted at
a regular meeting on November 15, 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

A MUNICIPAL WATER DISTRICT

6075 Kimball Avenue • Chino, CA 91708
P.O. Box 9020 • Chino Hills, CA 91709
TEL (909) 993-1600 • FAX (909) 993-1985
www.ieua.org

INLAND EMPIRE UTILITIES AGENCY*
U.S. BANK CORPORATE TRUST SERVICES, NATIONAL ASSOCIATION

INCUMBENCY AND SIGNATURE CERTIFICATE

The undersigned officers of the Inland Empire Utilities Agency* (the "Agency"), in accordance with Resolution No. 2017-11-4, are hereby authorized by the Board of Directors to sign documents on its behalf:

Steven J. Elie	_____
	President
Michael Camacho	_____
	Vice President
Jasmin A. Hall	_____
	Secretary/Treasurer
Halla Razak	_____
	General Manager
Christina Valencia	_____
	Executive Manager of Finance and Administration/AGM
Tina Y. Cheng	_____
	Budget Officer
Warren Green	_____
	Manager of Contracts and Procurement

Please correct your records and files accordingly.

Very truly yours,

INLAND EMPIRE UTILITIES AGENCY*

Jasmin A. Hall Secretary/Treasurer

* A Municipal Water District

Water Smart – Thinking in Terms of Tomorrow

Steven J. Elie
President

Michael E. Camacho
Vice President

Jasmin A. Hall
Secretary/Treasurer

Paul Hofer
Director

Kati Parker
Director

P. Joseph Grindstaff
General Manager

**CONSENT
CALENDAR
ITEM**

3E

Date: November 15, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Engineering, Operations & Water Resources



11/08/17

Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: RP-1 Training Room Construction Contract Award

Executive Summary:

The Maintenance Department is responsible for the maintenance and reliability of all facilities owned and operated by IEUA. In 2014, a Workforce Development Program was developed to serve as a foundation for a competency based learning process for the Maintenance Department staff. There is currently no formal training site at any of the IEUA facilities to accommodate the Workforce Development Program. The scope of work for the Regional Water Recycling Plan No. 1 (RP-1) Maintenance Building Training Room Project is to convert the unoccupied paint room in the Maintenance Building into a two-room training center consisting of a formal classroom and hands-on laboratory.

On September 20, 2017, IEUA posted an invitation for bids on PlanetBids. On October 17, 2017, IEUA received three bids. New Millennium Construction was deemed the lowest responsive and responsible bidder, with a bid price of \$266,890.

Staff's Recommendation:

1. Award a construction contract for the RP-1 Maintenance Building Training Room, Project No. EP17003, to New Millennium Construction in the amount of \$266,890; and
2. Authorize the General Manager to execute the construction contract.

Budget Impact *Budgeted (Y/N):* Y *Amendment (Y/N):* N *Amount for Requested Approval:*

Account/Project Name:

EP17003/RP-1 Maintenance Building Training Room

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

None.

Environmental Determination:

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 1 as defined in Section 15301(b) of the State CEQA Guidelines.

Business Goal:

The RP-1 Maintenance Building Training Room Project is consistent with IEUA's Business Goal of Work Environment that IEUA is committed to providing a dynamic work environment with a highly skilled and dedicated workforce.

Attachments:

- Attachment 1 - Background
- Attachment 2 - PowerPoint
- Attachment 3 - Construction Contract

Background

Subject: RP-1 Training Room Construction Contract Award

The Maintenance Department is responsible for the maintenance and reliability of all facilities owned and operated by IEUA. In 2014, a Workforce Development Program was developed to serve as a foundation for a competency based learning process for the Maintenance Department staff. There is currently no formal training site at any of the IEUA facilities to accommodate the Workforce Development Program. The scope of work for the Regional Water Recycling Plant No. 1 (RP-1) Maintenance Building Training Room Project is to convert the unoccupied paint room in the Maintenance Building into a two-room training center consisting of a formal classroom and hands-on laboratory.

In January 2014, IEUA retained RM Architecture for engineering and design services for the RP-1 Maintenance Building Training Room Project. The project was advertised in October 2014 resulting in three proposals. The proposals exceeded the Maintenance Department's budget and the project was shelved. The Engineering Department received the project for execution in October 2016. In November 2016, IEUA amended RM Architecture's contract for engineering and design services.

On September 20, 2017, a request for bids was advertised to qualified contractors through PlanetBids. On October 17, 2017, the following three bids were received:

Bidder's Name	Total Price
New Millennium Construction	\$266,890
Broughton Construction	\$300,000
Allison Mechanical	\$348,640
Engineer's Estimate	\$240,000

New Millennium Construction was the lowest responsive and responsible bidder with a bid price of \$266,890. New Millennium Construction has performed similar projects with other utilities and cities with good workmanship and responsiveness.

The following table is the anticipated project cost:

Description	Estimated Cost
Design Services	\$42,683
Design Contract (actual cost)	\$8,200
IEUA Design Services (actual cost)	\$34,483
Construction Services	\$26,689
IEUA Construction Services (10%)	\$26,689
Construction	\$306,890
Construction Contract (this action)	\$266,890
Contingency (~15%)	\$40,000
Total Project Cost:	\$376,262
Total Project Budget:	\$425,000
Remaining Budget:	\$48,738

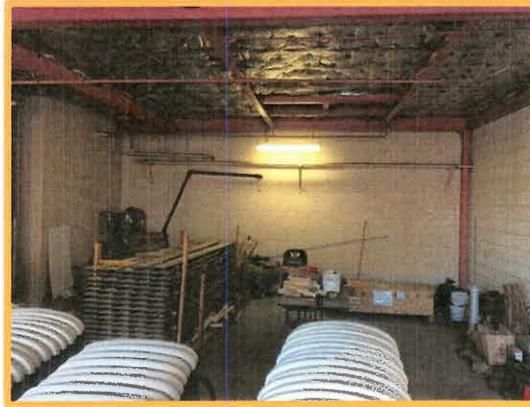
The following is the project schedule:

Project Milestone	Date
Construction Contract Award	November 2017
Construction Completion	October 2018

Fiscal Impact:

If approved, the construction contract award for the RP-1 Maintenance Building Training Room, Project No. EP17003, for the not-to-exceed amount of \$266,890, will be within the total project budget of \$425,000 in the Administration Services (GG) Fund. Staff anticipates amount of \$280,000 will be spent on the project this FY 2017/18, with the remaining contract value to be spent in FY 2018/19.

RP-1 Training Room Project Construction Contract Award Project No. EP17003



Josh Biesiada
November 2017

Project Location



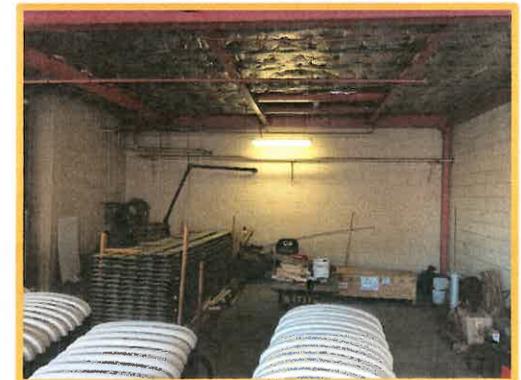
Regional Water Recycling Plant No. 1

The Project

- Background
 - 8,000 labor hours of staff training for FY 2016/17
 - Existing training room lacks equipment and space
 - 2014 Workforce Development Program requires formal training site
 - 35% of Maintenance staff eligible for retirement in next five years
 - Requires training to backfill positions
 - Requires workforce with cross functional competency
- Scope
 - Convert existing paint room into two new training rooms
 - One classroom with desks and IEUA network access
 - One computer laboratory with micro simulators
 - Install safety requirements including fire sprinkler system
 - Install new electrical, plumbing and cabinets



Existing Temporary Training Room



Existing Paint Room

Contractor Selection

Bids received on October 17, 2017:

Bidder's Name	Total
New Millennium Construction	\$266,890
Broughton Construction	\$300,000
Allison Mechanical	\$348,640
Engineer's Estimate	\$240,000

Project Budget and Schedule

Description	Estimated Cost	Project Milestone	Date
Design Services	\$42,683	Construction Contract Award	November 2017
Design Contract (actual cost)	\$8,200	Construction Completion	October 2018
IEUA Design Services (actual cost)	\$34,483		
Construction Services	\$26,689		
IEUA Construction Services (10%)	\$26,689		
Construction	\$306,890		
Construction Contract (this action)	\$266,890		
Contingency (15%)	\$40,000		
Total Project Cost:	\$376,262		
Total Project Budget:	\$425,000		
Remaining Budget:	\$48,738		

Recommendation

- Award a construction contract for the RP-1 Maintenance Building Training Room, Project No. EP17003, to New Millennium Construction in the amount of \$266,890; and
- Authorize the General Manager to execute the construction contract.

The RP-1 Maintenance Building Training Room Project is consistent with **IEUA's Business Goal of Work Environment** that IEUA is committed to providing a dynamic work environment with a highly skilled and dedicated workforce.

CONTRACT

THIS CONTRACT, made and entered into this ____ day of November, 2017, by and between New Millennium Construction Services, Inc., hereinafter referred to as "Contractor," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "Agency".

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, the Agency and the Contractor agree as follows:

1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said Agency's specifications entitled **SPECIFICATIONS FOR RP-1 Maintenance Building Training Room, Project No. EP17003**, in accordance with the specifications and drawings, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said specifications to be furnished by said Agency, and to do everything required by this Contract and the said specifications and drawings.
2. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Agency, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said specifications are expressly stipulated to be borne by said Agency; and for completing the work in accordance with the requirements of said specifications and drawings, said Agency will pay and said Contractor shall receive, in full compensation therefore, the price(s) set forth in this Contract.
3. That the Agency will pay the Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by the Agency, and set forth in this below.

Total Bid Price \$ Two Hundred Sixty-Six Thousand Eight Hundred Ninety Dollars
and Zero Cents.

If this is not a lump sum bid and the contract price is dependent upon the quantities constructed, the Agency will pay and said Contractor shall receive, in full

compensation for the work the prices named in the Bidding and Contract Requirements, Section C - Bid Forms.

4. The Agency hereby employs the Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
6. The Contractor agrees to commence work under this Contract on or before the date to be specified in a written "Notice to Proceed" and to complete said work to the satisfaction of the Agency **two hundred and twenty (220) calendar days** after award of the Contract. All work shall be completed before final payment is made.
7. Time is of the essence on this Contract.
8. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of **two hundred and fifty dollars (\$250)** for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, as liquidated damages and not as a penalty. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount.

In addition to the liquidated damages, which may be imposed if the Contractor fails to complete the work within the time agreed upon, the Agency may also deduct from any sums due or to become due the Contractor, liquidated damages in accordance with the Bidding and Contract Requirements, Section B - Instruction to Bidders, Part 5.0 "Liquidated Damages", for any violation of the General Conditions, Section D - Contractor's Responsibilities, Part 8, "Law and

Regulations"; Bidding and Contract Requirements Contract Section D – Contract and Relevant Documents, Part 1.0, Paragraphs 9 through 11; General Conditions, Section D – Contractor's Responsibilities, Part 4.0, "Labor, Materials and Equipment"; General Conditions Section D – Contractor's Responsibilities, Part 12.0, "Safety and Protection" or General Conditions Section H – Legal Responsibilities, Part 8.0, "Disturbance of the Peace".

9. That the Contractor will pay, and will require subcontractors to pay, employees on the work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents.
10. That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to the Agency, as a penalty, not more than Fifty (\$50.00) Dollars for each day, or portion thereof, for each worker paid, either by the Contractor or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.
11. That, except as provided in Section 1815 of the California Labor Code, in the performance of the work not more than eight (8) hours shall constitute a day's work, and not more than forty (40) hours shall constitute a week's work; that the Contractor shall not require more than eight (8) hours of labor in a day nor more than forty hours of labor in a week from any person employed by the Contractor or any subcontractor; that the Contractor shall conform to Division 2, Part 7, Chapter 1, Article 3 (Section 1810, et seq.) of the California Labor Code; and that the Contractor shall forfeit to the Agency, as a penalty, the sum of Twenty-Five (\$25.00) Dollars for each worker employed in the execution of the work by Contractor or any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article 3.
12. That the Contractor shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
13. That the Contractor shall have furnished, prior to execution of the Contract, two bonds approved by the Agency, one in the amount of one hundred (100) percent of the contract price, to guarantee the faithful performance of the work, and one in the amount of one hundred (100) percent of the contract price to guarantee payment of all claims for labor and materials furnished.
14. The Contractor hereby agrees to protect, defend, indemnify and hold the Agency and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of the Agency and the Contractor) and damage to property, arising directly or

indirectly out of the obligation herein undertaken or out of the operations conducted by the Contractor, its employees agents, representatives or subcontractors under or in connection with this Contract.

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at the sole expense of the Contractor.

IN WITNESS, WHEREOF, The Contractor and the General Manager of Inland Empire Utilities Agency*, thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

Inland Empire Utilities Agency, *
San Bernardino County, California.

Contractor

By _____
General Manager

By _____
Title

CONSENT
CALENDAR
ITEM

3F

Date: November 15, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Engineering, Operations & Water Resources

11/08/17

Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: Flow Equalization and Effluent Monitoring Construction Change Order

Executive Summary:

The Flow Equalization and Effluent Monitoring, Project No. EN11031, comprises various process improvements at RP-5, including a replacement of existing dechlorination chemical pumps. In December 2016, SCW Contractors was awarded the construction contract for the project. The pump replacement was initiated in June 2017. During startup, it was determined that the pump controls were malfunctioning. Diagnostic analysis of the system found that the pump controls were experiencing electrical interference from the power wiring between the pump and the electrical switchgear.

IEUA staff evaluated several solutions to eliminate the electrical interference through troubleshooting in the field. Staff is recommending a change order to install a remote fiber optic control panel that will ensure sustainable operation and simplify maintenance of the new chemical pumps and associated controls in the future. The change order in the amount of \$108,655 has been evaluated and justified as fair and reasonable, and is within the total project budget of \$3,397,200.

Staff's Recommendation:

1. Approve a construction contract change order to SCW Contractors for the Flow Equalization and Effluent Monitoring, Project No. EN11031, in the amount of \$108,655; and
2. Authorize the General Manager to execute the construction contract change order.

Budget Impact Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval:

Account/Project Name:

EN11031/Flow Equalization and Effluent Monitoring

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On December 21, 2016, the Board of Directors awarded a contract to SCW Contractors in the amount of \$945,029.

Environmental Determination:

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 1 as defined in Section 15301(b) of the State CEQA Guidelines.

Business Goal:

The RP-5 Flow Equalization & Effluent Monitoring Project No. EN11031 is consistent with the IEUA's Business Goal of Wastewater Management that systems will be master planned, managed, and constructed to ensure that when expansion planning is triggered, designs/construction can be completed to meet regulatory/growth needs in an expeditious, environmentally responsible, and cost effective manner.

Attachments:

Attachment 1 - Background

Attachment 2 - Construction Contract Change Order

Background

Subject: Flow Equalization and Effluent Monitoring Construction Change Order

Regional Water Recycling Plant No. 5 (RP-5) has been in operation for the past twelve years. Over the course of time, demands on the use of Recycled Water (RW) have increased. Currently, operations staff has limited ability to match process flows with RW demand, which results in unnecessary RW discharges into the Chino Creek. The Flow Equalization and Effluent Monitoring Project No. EN11031 was developed to establish control of the bypass and storage of primary effluent flows greater than the RW pump station capacity of 10 million gallons per day (MGD).

The project added new automation and flow measurement points within the process to control the plant flow. As a result of these additional measurement points and operational changes, both the disinfection and chlorination chemical pumps will require an upgrade to meet the new operation requirements.

The chemical pump replacement began in June 2016 with the installation of five new peristaltic pumps. During the replacement, four existing chemical pumps remained online to ensure necessary treatment was uninterrupted. During startup of the new pumps, IEUA staff discovered that the pump control systems failed to sustain continued operation. Diagnostics indicated that the control systems were experiencing electrical interference caused by induced voltage on the control wiring from the power wiring from the pump to the electrical switchgear.

Through field troubleshooting, IEUA staff determined that replacing the control wiring with fiber optic cabling would resolve the interference issue and allow uninterrupted operation of the new pumps. The change order involves the materials and labor requires to install new fiber optic cabling, a remote control panel, and electrical connections, as well as the removal of existing control wiring. The change order price of \$108,655 has been evaluated and found to be reasonable and fair.

The following table is the anticipated project cost:

Description	Estimated Cost
Design Services	\$556,591
Design Contract (actual cost)	\$357,621
IEUA Design Services (actual cost)	\$198,970
Construction Services	\$159,252
Engineering Services During Construction (actual cost)	\$68,452
IEUA Construction Services (actual cost)	\$90,800
Construction	\$1,165,492
Current Construction Contract	\$1,056,837
Change Order (this action)	\$108,655
Total Project Cost:	\$1,881,335
Total Project Budget:	\$3,397,200
Remaining Budget:	\$1,515,865

The following is the project schedule:

Project Milestone	Date
Change Order Approval	November 2017
Construction Completion	January 2018

Fiscal Impact:

If approved, the change order for the Flow Equalization and Effluent Monitoring, Project No. EN11031, for the not-to-exceed amount of \$108,655, will be within the combined total project budget of \$3,397,200 in the Regional Wastewater Capital (RC) Fund. Staff anticipates construction will be completed within Fiscal Year 2017/18.



Purchase Requisition No. _____

Contract No. 460002249

Purchase Order No. 4500026634

CONSTRUCTION CONTRACT CHANGE ORDER

Project Title:	RP-5 Flow Equalization and Effluent Monitoring	Project No.:	EN11031
Contractor Name:	SCW Contracting Corp	Change Order No.:	0009
Subject:	Chemical Pump Signal Interference	RFD No.:	N/A
Location:	RP-5 Tertiary Chemical Facility	RFI No.:	N/A
Change Order type	Lump Sum	Classification Code:	200
Original Condition:			

The original contract documents directed the Contractor to install new power and signal cables in separate conduits from Power Center 3 to the Tertiary Chemical Facility for the new sodium hypochlorite and sodium bisulfite pumps.

Change Condition/Justification:

After installation of the new power and signal cables for the chemical pumps, the cables experienced induced voltage caused by the long run in the duct bank back to Power Center 3 and the number of cables in the cable tray under Power Center 3 which therefore made control of the pumps unreliable. The Contractor was directed to provide/install a Remote I/O control cabinet at the tertiary chemical facility and provide/install one (1) fiber optic cable from an existing control panel at the Tertiary Filters to the new Remote I/O cabinet. The Contractor was also directed to remove all unused cables from Power Center 3 to the Tertiary chemical pumps. The proposed changes will result in new scope of work and additional work for the Contractor.

This Change Order reflects the additional costs incurred by the Contractor to complete the aforementioned tasks. All work shall be performed in accordance with the original contract documents.

Time Change: 0.0 Calendar Days

Total Change Order Amount: \$108,654.85

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

RFD Approved: -

Change Order Approved -

Days Turnaround: 0

CONSTRUCTION CONTRACT CHANGE ORDER

Project No.: EN11031

Change Order No.: 0009

Change Order Details:

Exhibit A: CONTRACTOR'S INVOICE.pdf

Exhibit B: COST ANALYSIS.pdf

Exhibit C: MANAGER'S APPROVAL.pdf

RFD Approved: -

Change Order Approved -

Days Turnaround: 0

EXHIBIT-A

Contractor's Invoice

9 Pages



Change Order Request

RP5 Flow Equalization

Date: <u>10/18/2017</u>	Project No: <u>1656</u>
Project: <u>RP5 Flow Equalization</u>	Change Order Request No: <u>14.01</u>
From: <u>SCW Contracting Corporation</u>	Category No: <u>17000</u>
To: <u>Inland Empire Utilities Agency</u>	Category Desc: <u>Intrumentation & Control</u>

Chemical Pump signal interference

The multi-conductor cables for the chemical pump discrete controls are experiencing induced voltage due to the long run in the duct bank back to Power Center 3 and the abundant cables in the cable tray under Power Center 3.

Contractor is requested to provide the following:

1. Provide and install Remote I/O control cabinet per the attached drawings titled "RP5 Flow Equalization Control Chem Pump Cabinet Power Distribution".
2. Remove analog fiberglass junction box at Tertiary Chemical Facility and route conduits directly into the above-mentioned control cabinet.
3. Install (2) 2" conduits from new SS power junction box to new Remote I/O Control cabinet.
4. Install (1) Square D 2-20 amp single pole tandem breaker in the UPS panel at Power Center 3 to feed the new Remote I/O panel. Pull 3#10 power conductors to new Remote I/O panel from UPS power panel at Power Center 3.
5. Cut control cables (Discrete and analog) for all nine pumps at PB-33 and PB-33A. Pull cables back to PB-34 and PB-34A and route to new Remote I/O panel.
6. Remove all pump control cables (discrete and analog) from PB-33 and PB-33A back to Power Center 3.
7. Cut flowmeter Analog cables at PB-33A. Pull cables back to PB-34A to be routed to new Remote I/O panel.
8. Provide/install/terminate approximately 400' of new fiber optic cable in existing conduit from panel at tertiary filters to the new Remote I/O control cabinet (Contractor to verify length). Provide and install (1) new fiber optic patch plate in existing panel at tertiary filters to accommodate new fiber optic cable.
9. Update loop drawings.
10. Programming to be provided by IEUA

*Price does not include SCW supervision during Davis and Trimax's work. If this is required, additional costs will need to be worked out and agreed upon prior to commencement of work.

**This change order request does not include additional contract days required. Upon execution of a change order, additional days will be requested.

TOTAL OF CHANGE ORDER REQUEST: \$108,654.85
TOTAL TIME EXTENSION REQUESTED: TBD


 Peter Kogler 10/18/2017



Extra Work Worksheet

1656_EN11031 RP-5

Flow Equalization Effluent Monitoring

RFD 14.1 Chem Pump Wiring Interference

Date: 10/18/2017

SUBCONTRACTOR

Davis & Trimax

Qty	# of Units	Price/Unit	Total
1	1	\$ 101,953.00	\$ 101,953.00
1	0	\$ -	\$ -
1	1	\$ -	\$ -

10% Allowable Markup First \$2,000.00
5% Allowable Markup Remainder

Subtotal:	\$ 101,953.00
Subcontractor OH&P:	\$ 200.00
Subcontractor OH&P:	\$ 4,997.65
Subcontractor Total:	\$ 107,150.65

MATERIAL

Portable Toilet Rental (Sept - Dec)
Builders Risk Insurance Extension (July - Oct)
Builders Risk Insurance Extension (Oct - Dec)

Qty	# of Units	Price/Unit	Total
1	4	\$ 150.00	\$ 600.00
1	1	\$ 354.00	\$ 354.00
1	1	\$ 354.00	\$ 354.00
1	0	\$ -	\$ -
1	0	\$ -	\$ -

Subtotal: \$ 1,308.00

15% Material OH&P: \$ 196.20
Material Total: \$ 1,504.20

LABOR

FOREMAN
OPERATOR
LABORER
PROJECT MANAGER

Qty	Hours	Hourly Rate	Total
1	0	\$ 90.00	\$ -
1	0	\$ 88.67	\$ -
1	0	\$ 66.55	\$ -
1	0	\$ 90.00	\$ -

Subtotal: \$ -

15% OH&P \$ -
Labor Total: \$ -

EQUIPMENT

PM Pickup
Foreman Crew Truck & Tools
10K Reach Fork Lift
185 CFM Air Compressor

Qty	Hours	Hourly Rate	Total
1	0	\$ 16.34	\$ -
1	0	\$ 25.30	\$ -
1	0	\$ 50.74	\$ -
1	0	\$ 27.71	\$ -
0	0	\$ -	\$ -
0	0	\$ -	\$ -
0	0	\$ -	\$ -

Subtotal: \$ -

5% Equipment OH&P: \$ -
Equipment Total: \$ -

EXTRA WORK TOTALS

Extra Work Subtotal: \$ 108,654.85

EXTRA WORK TOTAL: \$ 108,654.85

DAVIS ELECTRIC, INC.

ELECTRICAL CONTRACTING

CHANGE ORDER PROPOSAL

TO: PETER KOGLER

FROM: DAVIS ELECTRIC

FAX NUMBER: 760-728-2517

DATE: 10/17/17

COMPANY: SCW CONTRACTING

TOTAL NO. OF PAGES INCLUDING COVER:

5

PHONE NUMBER: 760-728-1308

PROJECT: RP-5

RE: DCR #9, RFD #14/RIO PANEL

YOUR REFERENCE NUMBER: RFD # 14

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE COMPLETE

NOTES/COMMENTS:

Peter

Davis is providing a cost proposal for RFD #14 as outlined in the description provided by the Owner/Engineer. Please find attached, details of the estimate. Total cost for the work is \$101,953.

At this time it is impossible to determine what adverse effect this change order will have on the ability of Davis Electric to meet the project schedule. Davis Electric reserves the right to request additional contract days later in the project due to the additional work described. This proposal is good for 30 days. As with all change orders, Davis Electric standard exclusions, clarifications and project specifics from our scope letter apply unless stated otherwise.

Regards,
Russ Cordell
Davis Electric, Inc
Phone: (909) 446-0054
FAX: (909) 446-0366
Email: Russ@davis-electric.com

ESTIMATE SUMMARY

JOB RP-5 RFD #14
DCR #9

ESTIMATE No. _____

BID DEP. No. _____

BID DATE 10/17/17

ESTIMATOR _____

SHEET No. _____ of _____

EXTENDED BY _____ CHECKED BY _____

SHEET No.	DESCRIPTION	MATERIAL	LABOR
1		4695	81
2		2413	342
3			48
NON-PRODUCTIVE LABOR			
HOURS			
MISC. MATERIAL & LABOR		7108	471
SHOP DELIVERY			
\$ PICK UP @			
#20			
TOTAL			320
LABORER			
HRS. @ \$			
PER HR.			
JOURNEYMAN		47	
HRS. @ \$		81	
PER HR.			38151
FOREMAN			
HRS. @ \$			
PER HR.			
GEN. FOREMAN		20	
HRS. @ \$		85	
PER HR.			1700
SUPERINTENDENT			
HRS. @ \$			
PER HR.			
TOTAL LABOR COST			39851
MATERIAL COST			7108
JOB EXPENSE			41696
TOTAL PRIME COST			88655
% OF MATERIAL COST		15	% OVERHEAD
SUBTOTAL			13298
% OF LABOR COST			% PROFIT
STORAGE			
420			
PERFORMANCE BOND			
FREIGHT			
BID DEPOSITORY FEE			
TOTAL			41696
SELLING PRICE			101953

ADDENDA INCLUDED

REMARKS:

①

COST ESTIMATE

LOCATION _____

JOB _____

ITEM #1

ITEM #2

ITEM #3

DESCRIPTION	AMOUNT		MATERIAL COST		LABOR COST		OTHER	
	Quantity	Units	Units	Total	Units	Total		
INSTALL RIO	1			20		16		
RIO 3 x 3 SQ TUBE	/			/		/		
SST	2			785		8		
RIO SUNSHADE SST	1			2700		16		
6x 4 BACKFILL	LOT			/		6		
5/8 x 6 SST ANCHORS	8		22 E	176	30 C	1 8		
DEMO FIBERGLASS BOX				1				
& CABLES						2 5		
RE-ROUTE EXISTING								
CONDUITS TO NEW								
RIO PANEL								
3/4 OCAL	5							
2" OCAL	2							
2" HUBS	2			400		16		
INSTALL NEW 2" CONDUIT								
TO RIO PANEL:								
2" OCAL CONDUIT	20'		852 C	171	24 C	4 8		
2" OCAL HUBS	2		78 E	156	2 E	4		
2" SST STRAPS	6		8 E	48	6 C	36		
1 5/8 SST STRUT - 4 CUTS	10'		183	183	.3 E	3		
3/8 x 5 SST ANCHORS	8		7 E	56		2 16		
Totals				4695		80 62		
Labor mhre @			Material			Material, Etc. Total		
Suprv. mhre @			Tax			Labor Total		
O. T. mhre @			Equipment			Balance		
Travel Subsist.			Other			OH & P		
Labor Total			Material Total			Balance		

COST ESTIMATE

②

LOCATION _____

JOB _____

ITEM #4
 ITEM #5
 ITEM #6
 ITEM #7
 ITEM #8

DESCRIPTION	AMOUNT		MATERIAL COST		LABOR COST		OTHER
	Quantity	Units	Units	Total	Units	Total	
INSTALL BREAKERS 2-20	1		26 E	26	2 E	2	
NEW CIRCUIT TO RIO	—						
(3) #10 XHHW	2500		308 M	770	11 M	27 5	
CUT EXISTING CABLES AT PULL BOX - PULL BACK TO RIO:							
1" CONDUIT SPACE	9						
2" " "	2						
PULL LINE	1			68			
REMOVE PUMP CONTROL CABLES BACK TO FC #3							
9 CONDUITS - 800' RUNS	9					224	
DETERM WIRES	LOT					8	
CUT FLOWMETER CABLE/PUL BACK TO NEW RIO	5					32	
FURNISH/INSTALL FO CABLE 420'	420'		2.13 FT	895	—	16	
FAN OUT KIT	2		24 E	48	3 E	6	
FURNISH/INSTALL FO TERMS	24		21 E	504	—	16	
TEST FIBER CABLE	LOT			25		8	
FIBER CLOSET PANEL	1		77 E	77		2	
Totals				2413		341 5	
Labor mhre @			Material			Material, Etc. Total	
Suprv. mhre @			Tax			Labor Total	
O. T. mhre @			Equipment			Balance	
Travel Subsist.			Other			OH & P	
Labor Total			Material Total			Balance	



**Trimax Systems, Inc.
Change Order Request**

Job Name: IEUA RP5 Flow Equalization Project	Customer Job Number: 16-0104-01
To: Davis Electric, Inc. 13556 Douglas St. Yucaipa, CA 92399	Change Order Request: COR-02
Attn: Attn: Denny Doyle Denny Doyle (denny@davis-electric.com)	Date: 10/5/2017
Description: Ref - RFD No. 0014 Furnish one (1) new Remote I/O panel. Provide all material, design, submittals, fabrication/assembly and factory testing necessary to provide a complete control panel assembly. Update loop diagrams to reflect the new installation and signal routing.	

Material

Item	Description		Qty	Unit Price	Extended Price
1	16 Ch. Isolated Digital AC Input	Allen Bradley 1756-IA16I	2	\$434.97	\$869.94
2	Isolated Fusible Interface Module	Allen Bradley 1492-IFM40F-FS120A-4	2	\$303.29	\$606.58
3	DI Interface Cable	Allen Bradley 1492-CABLE010Y	2	\$221.07	\$442.14
4	16 Ch. Digital AC Output	Allen Bradley 1756-OA16	1	\$540.55	\$540.55
5	16 Point Relay Interface Modules	Allen Bradley 1492-XIM20120-16R	1	\$382.87	\$382.87
6	DO Interface Cable	Allen Bradley 1492-CABLE010X	1	\$115.93	\$115.93
7	Analog Input 8 Ch. Isolated	Allen Bradley 1756-IF8I	2	\$1,804.31	\$3,608.62
8	Analog Interface Module	Allen Bradley 1492-AIFM8S-3	4	\$93.27	\$373.08
9	Analog Interface Cable	Allen Bradley 1492-ACABLE010YA	4	\$158.13	\$632.52
10	Analog Output 8 Ch. Isolated	Allen Bradley 1756-OF8I	2	\$1,973.68	\$3,947.35
11	Ethernet Comm Module	Allen Bradley 1756-EN2TR	2	\$2,420.60	\$4,841.20
12	10 Slot Chassis	Allen Bradley 1756-A10	1	\$462.16	\$462.16
13	Power Supply	Allen Bradley 1756-PA75	1	\$828.60	\$828.60
14	Power Supply	Allen Bradley 1606-XLE120E	2	\$233.92	\$467.85
15	Comm Module	Allen Bradley 1783-ETAP1F	2	\$408.00	\$816.00
16	Switch	Allen Bradley 1783-BMS06SL	1	\$837.45	\$837.45
17	Power Supply	Allen Bradley 1606-XLS480E	1	\$732.27	\$732.27
18	Breakers 1A	Allen Bradley 1489-M1C010	1	\$48.70	\$48.70
19	Breakers 3A	Allen Bradley 1489-M1C030	2	\$48.70	\$97.41
20	Breakers 5A	Allen Bradley 1489-M1C050	2	\$48.70	\$97.41
21	Breakers 10A	Allen Bradley 1489-M1C100	1	\$48.70	\$48.70
22	DIN Rail Mounted Duplex Receptacle	Allen Bradley 1492-REC15G	1	\$38.10	\$38.10
23	Terminals	Allen Bradley 1492-J3	25	\$0.88	\$22.03
24	End Caps	Allen Bradley 1492-EBJ3	10	\$0.63	\$6.32



**Trimax Systems, Inc.
Change Order Request**

Job Name	Customer Order Number
IEUA RP5 Flow Equalization Project	16-0104-01
To: Davis Electric, Inc. 13556 Douglas St. Yucaipa, CA 92399	Change Order Request: COR-02
Attn: Attn: Denny Doyle Denny Doyle (denny@davis-electric.com)	Date: 10/5/2017

Material (cont'd)

Item	Description		Qty	Unit Price	Extended Price
25	End Anchors	Allen Bradley 1492-EAJ35	12	\$1.70	\$20.40
26	Ground Terminals	Allen Bradley 1492-JDG4C	10	\$6.06	\$60.57
27	Fuse Terminals	Allen Bradley 1492-WFB424	3	\$13.66	\$40.98
28	End Caps (Box of 50)	Allen Bradley 1492-E8LAFB6	1	\$22.20	\$22.20
29	NEMA 4X Cabinet	Hoffman CSD429010SS	1	\$747.59	\$747.59
30	Back Panel	Hoffman CP4230	1	\$82.87	\$82.87
31	Fiber Patch Panel	Corning ICH-02P	1	\$329.00	\$329.00
32	Fiber Patch Plate	Corning CCH-CP12-15T	2	\$57.00	\$114.00
33	Misc Material (wire, wire markers, name tags, etc.)	Lot	1	\$300.00	\$300.00

Subtotal:		\$22,581.58
Markup:	15.00%	\$3,387.21
Sales w/o Tax:		\$25,968.58
Sales Tax:	7.75%	\$2,012.57
Total Material Cost:		\$27,981.15

Non-Taxable Labor

Item	Description	Resource	Hrs	Rate	Extended Price
1	Prepare Panel Test Docs	Des Eng	4.00	110.00	\$440.00
2	Update Loop Dwgs / Subm Prep	Des Eng	8.00	110.00	\$880.00
3	Factory Test Remote I/O Panel	Tech	6.00	90.00	\$540.00

Total Non-Taxable Labor Cost: 18.00 \$1,860.00

Taxable Labor

Item	Description	Resource	Hrs	Rate	Extended Price
1	Panel Design / Subm Prep	Des Eng	24.00	110.00	\$2,640.00
2	Assemble Remote I/O Panel	Shop	32.00	75.00	\$2,400.00

Subtotal w/o Tax:		\$5,040.00
Sales Tax:	7.75%	\$390.60
Total Taxable Labor Cost:		\$5,430.60

Other Direct Costs

Item	Description	RT Miles	Qty	Unit Price	Extended Price
1	Mileage	40	0	\$0.62	\$0.00
2	Freight		1	\$340.00	\$340.00
3	Delivery to job site		1	\$300.00	\$300.00

Total Other Direct Costs: \$640.00

Complete price for the scope of work described herein: \$35,911.75

EXHIBIT-B

Cost Analysis

4 Pages

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
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Project Name: RP5 Flow Equalization and Effluent Monitoring

Project Number: EN 11031.00 RP5 Flow equalization

RFD # 14 - Chemical Pump Signals

Date : 2017-10-19 Prepared by:GK Associates / Rod Hernandez for Josh Biesiada / Jesse Pompa

Description : Install new Fiber Optic Control system

AGENCY COST EVALUATION : 115,717.92

CONTRACTORS PROPOSAL 108,654.85

DIFFERENCE (-7,063.07)

Sub Contractor - Davis Electric

Rio Cabinet Installation - Custom

1.00	--@16.00	Ea	1.00	2,592.00	1.00	2,594.00
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Rio Stanchions - Custom

2.00	--@8.000	Ea	1,570.00	1,296.00	2.00	2,868.00
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RIO Sunshade - Custom

1.00	--@16.00	Ea	2,700.00	2,592.00	25.00	5,317.00
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Excavation - Hand Digging Labor

6.00	--@6.000	Ea	0.00	780.00	0.00	780.00
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5/8 x 6 SST Anchor Bolts

17.00	ul@8.500	Ea	374.00	688.50	45.05	1,107.55
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Crew Labor - Labor - Demolition of existing hand hole

3.00	--@3.000	Ea	0.00	243.00	0.00	243.00
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3/4" conduit with couplings

5.00	ll@3.750	LF	27.50	1,087.50	0.00	1,115.00
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2" conduit with couplings

2.00	ll@1.500	LF	17.00	435.00	0.00	452.00
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2" adapter union - hubs

2.00	ll@1.500	Ea	261.12	435.00	0.00	696.12
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2" conduit with couplings

20.00	ll@2.600	LF	170.00	754.00	0.00	924.00
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Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
1-5/8" x 13/16", 16 gauge						
4.00	lp@4.000	LF	732.00	1,620.00	0.04	2,352.04
2" SST Strut clamp						
6.00	lp@3.000	Ea	48.00	1,215.00	0.18	1,263.18
2 pole, 240 volt, 15 to 60 amp						
2.00	lk@2.000	Ea	293.76	324.00	0.20	617.96
#10 type THHN						
2.50	lp@25.00	MLF	1,675.35	10,125.00	5.05	11,805.40
Crew Labor - Electricians - Demolition of existing wiring within conduits - Confined space						
9.00	--@144.0	Ea	0.00	11,664.00	450.00	12,114.00
Crew Labor - Electrician - Determinate existing control wiring						
8.00	--@8.000	Ea	0.00	648.00	0.00	648.00
Crew Labor - Electrician - Demolition - cut existing flow meter cables and remove back to RIO cabinet						
6.50	--@6.500	Ea	0.00	526.50	0.00	526.50
Fiber Optic Cable						
430.00	lk@43.00	LF	1,075.00	6,966.00	0.00	8,041.00
Fan Out kits - splicing						
2.00	lk@6.000	Ea	150.00	972.00	0.20	1,122.20
Fiber Terminating - splicing						
24.00	lk@12.00	Ea	600.00	1,944.00	2.40	2,546.40
Testing - Meggering Cables and Fiber						
8.00	lk@8.000	Ea	75.81	1,296.00	0.81	1,372.61
Patch Panel						
1.00	lk@.5000	Ea	85.00	81.00	0.10	166.10
Crew Labor - Subcontractor - Trimax - See attached Trimax CO request.- custom products						
1.00	--@.0000	Ea	27,981.15	7,290.60	640.00	35,911.75
Crew Labor - Subcontractor OHP 15%						
1.00	--@.0000	Ea	0.00	14,187.53	0.00	14,187.53
**Subtotal: Davis Electric and Trimax						
	328.9		37,836.69	69,762.63	1,172.03	108,771.35

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
GC Equipment						
Service or Mechanic Truck						
0.00	--@.0000	Ea	0.00	0.00	0.00	0.00
reach fork lift						
0.00	--@.0000	Ea	0.00	0.00	0.00	0.00
GC Confined Space Equipment						
0.00	--@.0000	Ea	0.00	0.00	0.00	0.00
Misc Materials per invoice Buidkers risk Insurance extension						
6.00	--@.0000	Ea	708.00	0.00	0.00	708.00
Equipment Rental - Portable Toilet - 4 months rental						
4.00	--@.0000	Ea	600.00	0.00	0.00	600.00
Crew Labor - GC OHP 15%						
0.00	--@.0000	Ea	0.00	0.00	0.00	0.00
**Subtotal: GC Equipment						
	0.0		1,308.00	0.00	0.00	1,308.00
Crew Labor - GC OHP 10% of 1st 2,000						
1.00	--@.0000	Ea	0.00	200.00	0.00	200.00
Crew Labor - GC OHP 5%						
1.00	--@.0000	Ea	0.00	5,438.57	0.00	5,438.57
<hr/>						
Total Manhours, Material, Labor, and Equipment:						
	328.9		39,144.69	75,401.20	1,172.03	115,717.92
			Subtotal:			115,717.92

Construction Estimate

File Name: 2017-10-18 EN11031.00 RFD 14 Chemical Pump Signal.est

Qty	Craft@Hours	Unit	Material	Labor	Equipment	Total
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Estimate Total:						115,717.92
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CONSENT
CALENDAR
ITEM

3G

REVISED

Date: November 15, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Engineering, Operations & Water Resources Committee

11/08/17

Executive Contact: Randy Lee, Executive Manager of Operations/AGM

Subject: Contract Award for Boiler Cleaning and Tune-Up Services

Executive Summary:

On September 7, 2017, a competitive Request for Proposal (RFP-RH-17-832) to provide semi-annual cleaning and annual tune-up for two boilers at Regional Water Recycling Plant No. 1 (RP-1) and two boilers at Regional Plant No. 2 (RP-2) over a three-year contract was issued to three prospective contractors through the PlanetBids Network. Two contractors participated in a non-mandatory job-walk and the same two were the only contractors to submit proposals.

The most comprehensive proposal, and determined to be the best value for the Agency, was submitted by R.F. MacDonald. This determination was based on past performance, current service at RP-1, and on the details R.F. MacDonald provided in meeting factory specifications and tolerances in their proposal.

Staff's Recommendation:

1. Award a three-year service contract for the RP-1 and RP-2 boilers semi-annual cleaning and annual tune-up services to R.F. MacDonald, in the amount of \$122,154; and
2. Authorize the General Manager to execute the service contract.

Budget Impact: N *Budgeted (Y/N):* Y *Amendment (Y/N):* N *Requested Amount:*

Account/Project Name:

Operations and Maintenance Professional Fees and Services

Fiscal Impact (explain if not budgeted):

Prior Board Action:

None

Environmental Determination:

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 1 as defined in Section 15301(b) of the State CEQA Guidelines.

Business Goal:

Asset Management - IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachments:

Attachment 1 - Service Contract No. 4600002432



CONTRACT No. 4600002432

**For Provision of Boiler Cleaning and Tune Up Services at
At**

Regional Plant No. 1 and Regional Plant No. 2

THIS CONTRACT (the "Contract") 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 R.F. MacDonald Company of Santa Fe Springs, California (hereinafter referred to as "Contractor") for provision of the boiler maintenance services described herein.

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.

Agency's Project Manager: David Correia
Address: 6075 "B" Kimball Ave.
Chino, CA 91708
Telephone: (909) 993-1734
E-mail: dcorreia@ieua.org

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

Contractor's Project Manager: Michael Ricci
Address: 10261 Matern Place
Santa Fe Springs, CA 90670
Telephone: (714) 257-0900
E-mail: mike.ricci@RFMacDonald.com

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents; each of which is hereby incorporated as an integral part of this Contract. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:

1. Amendments to Contract No. 4600002432
2. Contract No. 4600002432 including Exhibit A
3. Agency Request for Proposal No. RFP-RH-17-832
4. Contractor's Proposal, dated September 26, 2017

4. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall include and be in accordance with the Exhibit A - Statement of Work which appears at the end of this document.
5. **TERM:** The term of this Contract shall extend from the date of its bi-lateral execution and terminate December 31, 2020, unless an extension is agreed to by both parties, reduced to writing, and formally incorporated as an amendment to this Contract.
6. **PAYMENT, INVOICING AND COMPENSATION:** Contractor may submit its invoice after completion of each individual boiler cleaning and/or tune up event. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted and accepted by the Project Manager. As of January 1, 2016, all public works contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.

Throughout the term of this Contract, Contractor's invoices shall be formulated and submitted in accordance with the below-listed price schedule.

Annual Cleaning & Tune-Up of Boiler #1 at RP-1	\$ 5,542.00 *
Annual Cleaning & Tune-Up of Boiler #2 at RP-1	\$ 5,542.00 *
Annual Cleaning & Tune-Up of Boiler #1 at RP-2	\$ 6,264.00 *
Annual Cleaning & Tune-Up of Boiler #2 at RP-2	\$ 5,542.00 *
6 month Cleaning of Boiler #1 at RP-1 (No Tune-Up)	\$ 4,457.00 *
6 month Cleaning of Boiler #2 at RP-1 (No Tune-Up)	\$ 4,457.00 *
6 month Cleaning of Boiler #1 at RP-2 (No Tune-Up)	\$ 4,457.00 *
6 month Cleaning of Boiler #2 at RP-2 (No Tune-Up)	\$ 4,457.00 *

* Price includes all applicable taxes

Contractor's invoices shall be submitted as follows: Inland Empire Utilities Agency
 Attention: Accounts Payable Department
 P.O. Box 9020
 Chino Hills, CA 91709

OR invoices may be submitted electronically via: APGroup@ieua.org

Concurrent with invoice submittal to the Agency's Accounts Payable Department, the Contractor shall e-mail a copy of the submitted invoice to the Agency's designated Project Manager identified on page 1 of this Contract.

As compensation for all hardware and services satisfactorily provided under this Contract, Agency shall pay Contractor, on a fixed unit price basis, a total price not-to-exceed of \$ 122,154.00.

7. **LIQUIDATED DAMAGES:** Liquidated Damages are not applicable to this contract.
8. **CONTROL OF THE WORK:** Contractor shall perform the Work in compliance with the Work Schedule established by the Agency's Project Manager. If performance of the Work falls behind schedule, the Contractor 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 Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.
9. **FITNESS FOR DUTY:**
 - A. **Fitness:** Contractor 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); 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 Agency.
 - B. **Compliance:** Contractor shall advise all contractor and subcontractor 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. Contractor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.
10. **INSURANCE:** During the term of this Contract, the Contractor shall maintain at Contractor'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 01 10 01 covering Commercial General Liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice.
 2. **Automobile Liability:** \$ 300,000 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 10 01, covering Automobile Liability, including "any auto."
 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, volunteers, property owners and any engineers under contract to the Agency are to be covered as insureds, endorsements CG2010 1185 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. If Form CG 2010 10 93 or CG 2010 03 97 are issued in place of the CG 2010 11 85 form, then it is necessary to issue Form CG 2037 10 01 in addition to the 10 93 or 03 97 Forms.
 - 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. **Workers' Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Consultant for the Agency.
 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 Best's rating of no less than A minus: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 work or allowing any subcontractor to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work 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:

Roger Hughbanks, Contracts Administrator
Inland Empire Utilities Agency (via)
E-mail address: rhughbanks@ieua.org

11. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor 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 Contractor: The Contractor is retained as an independent Contractor 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 Contractor 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 Contractor shall at all times observe and comply with all such 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 violation of any such law, ordinance, regulation, order or decree, whether by the Contractor 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 Agency's Project Manager.
- E. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours
- F. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.

- G. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. 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.
- I. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Contractor 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.
- J. Non-Conforming Work and Warranty: Contractor represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Contractor by Agency, or any other person or entity. Contractor shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation unusable and shall correct other errors within thirty (30) calendar days after Contractor's receipt of notice of the error. Upon request of Agency, Contractor 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 (7) calendar days after Contractor'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 to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.
- K. Disputes:
- I. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor 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 Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor 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 Contractor 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 Contractor.
- L. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
- M. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which

the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor. Per Senate Bill #854, Contractors must register and meet public works/prevaling wage requirements using the on-line application/registration found at: www.dir.ca.gov/dlse/dlsepublicworks.html.

N. Department of Industrial Relations Compliance - Public Works Projects

- 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)]. Registration with the Department of Industrial Relations is to be accomplished on-line via: www.dir.ca.gov/dlse/dlsepublicworks.html.
- 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. Registration with the Department of Industrial Relations is to be accomplished on-line via: www.dir.ca.gov/dlse/dlsepublicworks.html.
- As of January 1, 2016, all public works contractors and subcontractors must submit certified payroll records to the Labor Commissioner using the DIR's electronic certified payroll reporting (eCPR) system.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

12. INDEMNIFICATION: Contractor shall indemnify and hold harmless and defend as permitted by law, the Agency, its directors, officers, employees, or authorized volunteers, each of them from and against:

- A. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Agency and/or Contractor, or any directors, officers, employees, or authorized volunteers of Agency or Contractor, and damages to or destruction of property of any person, including but not limited to, Agency and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, except for the sole negligence or willful misconduct or active negligence of the Agency or its directors, officers, employees, or authorized volunteers;
- B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, or every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of the Contractor;
- C. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respects to the failure, neglect, or refusal or Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

13. 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 Contractor and/or the Contractor'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 Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

14. TITLE AND RISK OF LOSS:

- A. Documentation: Title to any/all 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, equipment, procured or fabricated under the Contract shall pass to Agency when delivered to the Agency's job-site 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 Agency.

15. 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 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.
- 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.

16. **INFRINGEMENT:** Contractor 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.

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.

17. **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 & Procurement
Inland Empire Utilities Agency, a Municipal Water District
P.O. Box 9020
Chino Hills, California 91709

Contractor: Mike Ricci
Service Department Representative
R.F. MacDonald Co.
10261 Matern Place
Santa Fe Springs, CA 90670

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.

18. **SAFETY AND PROTECTION:**

A. Precautions and Programs:

1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and safety programs in connection with the work or the activities of its employees, subcontractors and suppliers at the work site.
2. The Contractor and all its 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 has been a violation, for the period of time (duration) the violation occurred, the Contractor shall be subject to the daily liquidated damages defined elsewhere in this Contract.

3. The Contractor and all its 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 related to occupational safety and health standards has been approved by a federal authority, then the provisions of said state act shall control.
4. 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:
 - a. All employees performing the work or on the work site and other persons and organizations who may be effected thereby;
 - b. All the work, and materials and equipment to be incorporated therein, whether in storage on or off the work site; and
 - c. All other property at the work site.
5. 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 Contractor's mobilization to the work site:
 - a. Proof of training on confined spaced 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 entry of a confined space:

- b. A written plan that includes identification of confined spaces within the work site, alternate procedures where appropriate, Contractor provisions and specific procedures for permit-required and non-permit required spaces and a rescue plan.
 6. The Contractor must also submit a copy of their Safety Program or IIPP for approval by the IEUA Safety and Risk Department prior to the start of the project at the work site.
19. **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 Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor 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.
20. **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 Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor 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 Contractor has marked

“Confidential,” “Proprietary,” or “Trade Secret, “ Contractor 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.

21. **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.
22. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Contractor 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 Contractor.
23. **GOVERNING LAW:** This Contract is to be governed by and interpreted in accordance with the laws of the State of California.
24. **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 Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
25. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
26. **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 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 within the Contract Amendment.
27. **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 Contractor.

AS WITNESS HEREOF, 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:**

R.F. MacDONALD COMPANY:

P. Joseph Grindstaff
General Manager

(Date)

Chris Sennert
Vice-President

10/16/2017
Chris Sennert (Date)
GENERAL MANAGER

Subject to Attachment "A"

**EXHIBIT A
STATEMENT OF WORK**

Requestor	Tom Swezey	Request Date	9/7/2017
Project Manager	David Correia	Prepared By	David Correia
Department	Maintenance	Approved BY	Ken Monfore

PROJECT DESCRIPTION

*Cleaning and Tune Up of two (2) boilers at Regional Plant No.1. (Hurst and Powerflame)
Cleaning and Tune Up of two (2) boilers at Regional Plant No.2. (Hurst and Burnham)*

PROJECT LOCATIONS

*Regional Plant No. 1: 2662 E. Walnut St. , Ontario, CA 91761
Regional Plant No. 2: 16400 El Prado Road, Chino, CA 91708*

SCOPE OF WORK

The selected contractor shall provide all labor, equipment and materials to perform the below-listed tasks per the frequency listed within the Project Schedule listed on Page 2 of this document upon boilers #1 and #2 at Regional Plant No.1, as well as boilers #1 and #2 at Regional Plant No. 2:

6 Month Boiler Inspection and Cleaning Tasks:

- 1. Lockout/tagout boiler from energy source.**
- 2. Drain boiler and open waterside - hand holes, low water cut-offs, boiler connections for water columns, blowdown and feedwater inlet.**
- 3. Wash all mud and scale out of belly of boiler and low water cut-off bowls. Clean fireside box and waterside, punch fireside tubes to remove debris and scale.**
- 4. Sweep fire box clean.**
- 5. Close-up waterside and fireside using new gaskets.**
- 6. Inspect burner, tighten and lubricate all linkages.**
- 7. Check and replace worn linkage ball joints, as needed.**
- 8. Clean air damper.**
- 9. Inspect pilot and adjust ignition electrode arc gap.**
- 10. Remove lockout/tagouts and energize system.**
- 11. Test operating controls for proper operation.**
- 12. Generate and submit written report on overall condition of boiler.**
- 13. Leave work area clean.**

Annual Boiler Inspection, Cleaning and Tune-Up Tasks :

1. Lockout/tagout boiler from energy source.
2. Drain boiler and open waterside - hand holes, low water cut-offs, boiler connections for water columns, blowdown and feedwater inlet.
3. Wash all mud and scale out of belly of boiler and low water cut-off bowls. Clean fireside box and waterside, punch fireside tubes to remove debris and scale.
4. Sweep fire box clean.
5. Close-up waterside and fireside using new gaskets.
6. Inspect burner, tighten and lubricate all linkages.
7. Check and replace worn linkage ball joints, as needed.
8. Clean air damper.
9. Inspect pilot and adjust ignition electrode arc gap.
10. Remove lockout/tagouts and energize system.
11. Test operating controls for proper operation.
12. Tune-up on natural gas using electronic analyzer to adjust combustion for lowest emissions and maximum efficiency.
13. Tune-up on digester gas using electronic analyzer to adjust combustion for lowest emissions and maximum efficiency.
14. Generate and submit written combustion emission test results for SCAQMD referencing.
15. Generate and submit written report on overall condition of boiler.
16. Leave work area clean.

PROJECT SCHEDULE

Inspect and clean each of four boilers every six (6) months.

Inspect, clean and perform TUNE-UP upon each of four boilers once per year.

PROJECT ASSUMPTIONS & APPLICABLE SPECIFICATIONS

Comply with all confined space regulations, PPE, OSHA

SINGLE/SOLE SOURCE?

YES

NO

PROJECT JUSTIFICATION

SCAQMD requirements

**Inland Empire Utilities Agency
Boiler Cleaning and Tune Up Services
Regional Plant #1 and Plant #2
Contract # 460002432
October 16, 2017**

"R. F. MacDonald Co Attachment A"

The following agreed modifications apply to the general conditions printed on the Contract/Purchase order form:

Section 10: Insurance

Contractual liability coverage is per the insured contract wording included on ISO Form CG0001 (04/13) which excludes breach of contract.

Insurable Risks - Each party shall be liable for personal injury and property damage to the extent of the direct results of its negligence.

Section 11 (J) Warranty

Customer relies solely on the warranty provided by the manufacturer which is 18 months from shipment or 12 months from start-up, whichever occurs first.

R.F. MacDonald Co. warrants that labor performed will be free from defect for a period of one year from the completion of work. This limited warranty excludes remedy for damage or defect caused by accident, misuse, abuse, modifications not executed by R.F. MacDonald Co., improper or insufficient maintenance, or improper operation.

Fitness for purpose and merchantability shall be determined by conformance to the agreed contract specifications. Installation, operation, and maintenance shall be in accordance with the product manuals provided by Vendor. There are no implied or expressed warranties.

Section 12: Indemnification

Neither party shall be liable under this Agreement for indirect, incidental, special, environmental, liquidated, punitive or consequential damages howsoever arising under contract, tort, or any other theory of law: this provision shall govern where in conflict with any other provision of this Agreement.

Section 20: Audit

R.F. MacDonald is a privately owned and closely held corporation. Financial related records will only be released when legally required.

Seller  Date 10/16/2017
Purchaser _____ Date _____

CONSENT
CALENDAR
ITEM

3H

Date: November 15, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Engineering, Operations & Water Resources Committee

11/08/17

Executive Contact: Randy Lee, Executive Manager of Operations/AGM

Subject: Contract Award for Uniforms and Related Services

Executive Summary:

Uniforms and related items are required and utilized throughout the Agency for staff protection while working in wastewater treatment and laboratory environments, on construction sites, as well as public right-of-ways. Approximately 130 employees wear Agency-issued uniforms. In addition to uniforms, bath towels and floor mats are provided to the Agency under the service contract.

The Agency has elected to participate in the Master US Communities agreement with Cintas, which will provide the Agency the best overall supplier government pricing through a national purchasing cooperative program, with an overall reduction of approximately 5 percent. US Communities aggregates the purchasing power of more than 90,000 public agencies nationwide by offering to make purchases through existing, competitively solicited contracts.

The Uniforms and Related Services Contract Number 4600002433 to Cintas Corporation will be for a not-to-exceed amount of \$600,000.

Staff's Recommendation:

1. Award a three-year service contract with additional two, one-year options, to Cintas Corporation, for uniforms and related services for a not-to-exceed amount of \$600,000; and
2. Authorize the General Manager to execute the service contract.

Budget Impact: Y *Budgeted (Y/N):* Y *Amendment (Y/N):* N *Requested Amount:*

Account/Project Name:

Item is budgeted annually under Regional Operations and Maintenance (RO) Fund, Uniforms/Throw Rugs Account.

Fiscal Impact (explain if not budgeted):

Prior Board Action:

June 21, 2017 - Adoption of the Agency's Biennial Budget for fiscal years 2017/18 and 2018/19.

November 14, 2012 - Contract No. 4600001334 for Uniforms and Related Services awarded to Cintas Corporation.

Environmental Determination:

Not Applicable

Business Goal:

Fiscal Responsibility - IEUA is committed to safeguarding the Agency's fiscal health to effectively support short term and long term needs, while providing the best value for our customers.

Attachments:

Attachment 1 - Contract No. 4600002433

Attachment 2 - US Communities Agreement 12-JLH-011C

Attachment 1



CONTRACT NUMBER: 4600002433

FOR CONTRACTOR SERVICES

**UNIFORMS, TOWELS, FLOOR MATS RENTAL AND
LAUNDERING SERVICES**

THIS CONTRACT (the "Contract"), is made and entered into this ____ day of _____, 20____, 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" or "IEUA"), and Cintas of Ontario, California (hereinafter referred to as "Contractor"), for the supply and delivery of garments and related items.

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

1. Contract Administrator: All general direction related to this Contract shall come from the designated Contract Administrator. Details of the Agency's assignment are listed below.

Project Manager: Torres Water-Leiva
Address: 6075 Kimball Avenue
Chino, California, 91708
Telephone: (909) 993-1777
Facsimile: (909) 993-1978 (FAX)
Email: tleiva@ieua.org

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

Contractor: Paul DiVincenzo
Address: 2150 S. Proforma Ave.
Ontario, California 91761
Telephone: (909) 930-9096
Facsimile: (909) 930-0348 (FAX)
Email: divincenzop@cintas.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:
1. Amendment(s) to Contract Number 4600002433.
 2. Contract Number 4600002433 General Terms and Conditions.
 3. Supplier's Proposal dated October 06, 2017.
4. SCOPE OF WORK AND SERVICES: Supplier services and responsibilities shall include and be in accordance with the Facilities Solutions Agreement (Attachment A) and the Technical Provisions/Scope of Work (Attachment B).
- A. Cure Procedure:
1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within three (3) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
 2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within seven (7) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
 3. If the Project Manager rejects all, or any part of, the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and the reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.
- B. 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 written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the mutually approved Contract Amendment.
5. TERM OF CONTRACT: The term of this Contract shall be for an initial three years term. The successful Supplier shall agree to allow the Agency, at the Agency's sole discretion, to extend this Contract, in two twelve-month increments, for an additional period not-to-exceed twenty-four months, for a total Contract term of five years. In the event the Agency desires to exercise any or all of the Contract extension options provided for in this Section, the Agency shall provide at least 30 calendar day's written notice to the Supplier, prior to the expiration of the original Contract term or any extension thereof.

6. PAYMENT, INVOICING, AND COMPENSATION:

- A. The Contractor may submit an invoice not more than once per month during the term of this Contract to the Agency's Accounts Payable Department. Agency shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.
- B. As compensation for the Work performed under this Contract, Agency shall pay Contractor's monthly invoice, for a total contract price NOT-TO-EXCEED **\$600,000** for all services satisfactorily provided during the term of this Contract.
- C. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, contract number:

- 1. The Contract Number – 4600002433.

If Contractor submits invoice by email, such invoice shall be submitted as follows:

APGroup@ieua.org
Scan the invoice as a PDF file.
Attach the scanned file to an email.

If Contractor submits invoice by mail, such invoice shall be submitted as follows:

Inland Empire Utilities Agency
Re: Contract Number: 4600002433
P.O. Box 9020
Chino Hills, CA 91709

- D. Concurrent with the submittal of the original invoice to the Agency's Accounts Payable Department, the Contractor shall forward (mail, fax, or email) a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.
- E. No Additional Compensation: Nothing set forth in this Contract shall be interpreted to require payment by Agency to Contractor of any compensation specifically for the assignments and assurances required by the Contract, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract, as approved by the Project Manager.

- F. Commencing on November 1, 2020, and continuing each November/1st thereafter, the Contractor may propose modifications to the prices provided in the Price Schedule of this contract. The Price Schedule may be adjusted, plus or minus, by a sum equal to the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), within the Los Angeles-Anaheim-Riverside, California index area. The basis for computing the adjustment to the contract prices shall reflect the percentage change for the twelve-month period from (November) to (November), starting with the period of November 2019, to November 2020, and continuing every twelve months thereafter. Despite any changes in the CPI-U for any given twelve-month adjustment period, adjustments to the prices provided in the Proposed Price Schedule shall not increase or decrease more than five (5) percent during any single twelve-month adjustment period.

In the event the CPI-U is changed so that the base period differs from 1982-84=100, then the index applied, as provided for above, shall be corrected in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, or their successor. If the CPI-U is discontinued or revised, such other government index or computation with which it is replaced shall be used to obtain, substantially, the same results as would have been obtained if the CPI-U had not been discontinued or revised.

- G. Contractor may request taking advantage of the Agency's practice of offering an expedited payment protocol to a Contractor who has proposed accepting an invoice amount reduction in exchange for early payment; (CONTRACTOR) has proposed, and the Agency has accepted, applying a (1%, 2%, or 5%) discount (invoice amount reduction) to monthly invoices in exchange for payment of all invoices within (20, 15, or 10) days, respectively, of the date the invoice is received at the Agency's APGroup@ieua.org email address.

7. **CONTROL OF THE WORK:** The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.
8. **INSURANCE:** During the term of this Contract, the Contractor shall maintain, at Contractor'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 Contractor 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.
- 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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- c. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:
1. Commercial 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 Contractor including materials, parts or equipment supplied in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85; or **by either** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
 - b. Primary Coverage: The Contractor'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 Contractor'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 Contractor'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 Contractor may satisfy the limit requirements in a single policy or multiple policies. Any 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

Contractor hereby grants to Agency a waiver of any right to subrogation which any insurer of the Contractor may acquire against the Agency by virtue of the payment of any loss under such insurance. Contractor 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, or 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 pursuant to Section 14, page 12 of this Contract.

- d. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A minus: VII, and who are admitted insurers in the State of California.
- e. Verification of Coverage: Contractor shall provide 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 Contractor'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: Contractor shall submit all required certificates and endorsements to the following:

Risk Management
c/o Warren Green
Inland Empire Utilities Agency
P.O. Box 9020
Chino Hills, California 91709

9. FITNESS FOR DUTY:

- a. Fitness: Contractor and its Subcontractor 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: Contractor 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. Contractor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

10. LEGAL RELATIONS AND RESPONSIBILITIES:

- a. Professional Responsibility: The Contractor 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 Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of providing the services described herein, and is not an employee of the Agency.

- c. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor 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 violation of any such law, ordinance, regulation, order or decree, whether by the Contractor, its employees, or subcontractors.
- 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 and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- e. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the completion of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- f. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to complete the work and/or service, as such travel and subsistence payments are defined in an applicable collective bargaining agreements with the worker.
- g. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment provided to Contractor on account of said services to be rendered or said materials to be provided under this Contract and that may be secured by any lien against the Agency. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- h. Indemnification: Contractor 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, which arise out of, or are related to, the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents, and assigns, in the performance of work under this contract.

- i. 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.

- j. Equal Opportunity: During the performance of this Contract, the Contractor 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.

- k. Disputes:
 - 1. All disputes arising out of or in relation to this Contract shall be resolved in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of a 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 prior to the work starting shall be subject to resolution by the Agency's Project Manager; and the Contractor shall comply, with the Agency Project Manager instructions. If the Contractor is not satisfied with the resolution directed by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written directive of the Project Manager's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Project Manager's resolution. The Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of the protest-related documents. The General Manager shall make his or her determination with respect to each protest filed with the Project Manager within ten (10) calendar days after receipt of the protest-related documents. If Contractor 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 to this contract 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 Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor 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. Association in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such association shall be initiated by written notice from the Agency's representative to the Contractor.
 - i. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.

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 Contractor and/or the Contractor'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 Contractor shall deliver them to the Agency whenever requested to do so by the Project Manager and/or Agency representative. The Contractor agrees that all documents shall not be made available to any individual or organization, private or public, without the prior written consent of an Agency representative.

12. **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, CA 91709

Contractor: Paul DiVincenzo
Senior Executive
2150 S. Proforma Ave.
Ontario, California 91761

Any notice given pursuant to this section 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 through the United States Postal Service.

13. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. No assignment of the duties or benefits of the Contractor 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.
14. **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 Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor 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 Contractor has marked

“Confidential,” “Proprietary,” or “Trade Secret,” Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.

15. 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 the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
16. INTEGRATION: The Contract Documents represent the entire Contract made and entered into by and between the Agency and the Contractor as to those matters contained in this contract. 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 Contractor.
17. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
18. 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 Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.
19. 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.
20. LIQUIDATED DAMAGES: Liquidated Damages, in the amount of \$500.00 per day, may be assessed by the Agency for each calendar day that the Contractor fails to complete the services in accordance with the Work Schedule. Any and all Liquidated Damages assessed by the Agency will be taken as a direct credit against the Contractor's invoice for the missed services. The Contractor's acceptance of this contract, shall serve to indicate acceptance of this Liquidated Damages clause, and the daily assessment of damages expressed in this section.
21. NOTICE TO PROCEED: No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a notice to proceed has been issued to the Contractor by the Project Manager.

22. AUTHORITY TO EXECUTE CONTRACT: The Signatories, below, each represent, warrant, and covenant that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.

23. DELIVERY OF DOCUMENTS: The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

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*

CINTAS CORPORATION

P. Joseph Grindstaff
General Manager

(Date)

Paul DiVincenzo
Senior Executive

(Date)

Attachment A



FACILITIES SOLUTIONS AGREEMENT

Location No. _____
Contract No. _____
Customer No. _____

Main Corporate Code 50716
Tile & Carpet Corporate Code 50717

Date 10.09.2017

Customer/Participating Agency Inland Empire Utilities Agency Phone _____

Address 6075 Kimball Ave City Chino State CA Zip 91708

UNIFORM PRODUCT RENTAL PRICING:

Table with 3 columns: Item #, Description, Unit Price. Row 1: SEE SECTION A

- This agreement is effective as of this date 10.9.2017 for a minimum term of 36 months.
Name Emblem \$1.50 ea
Customer Emblem \$2.50 ea
COD Terms \$N/A per week charge for prior service
Credit Terms - Charge Payments due 30 Days After End of Month
Automatic Lost Replacement Charge: Item TOWELS % of Inventory 3 \$ LISTED RATE SECTION B Ea.
Minimum Charge \$35.00 per delivery.
Make-Up charge \$1.95 per garment.
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$0.156 per garment.
Seasonal Sleeve Change \$1.95 per garment.
Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
Artwork Charge for Logo Mat \$0.00
Uniform Storage Lockers: \$3.628 ea/week, Laundry Lock-up: \$0.00 -2.50 ea/week Shipping: \$ F.O.B.
Service Charge \$0.00 per delivery.
This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$1.95 per garment will be assessed for employee's size changed within 4 weeks of installation.
Other

FACILITY SERVICES PRODUCTS PRICING:

Table with 6 columns: Bundle*, Item #, Description, Rental Freq., Inventory, Unit Price. Row 1: SEE SECTION B

*Indicated bundled items/services

/ / [] Initial and check if Unilease. All Garments will be cleaned by customer Date

/ / [X] Initial and check if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control Date customer.

/ / [] Initial and check if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 150 CUSTOMER: Please Sign Name

By: Paul DiVincenzo Please Print Name

Title: Global Accounts: Major Account Manager Please Print Title

Accepted-GM: Email

FACILITIES SOLUTIONS AGREEMENT

US Communities Participating Public Agencies Terms

1. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at www.uscommunities.org

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Garments' Lack of Flame Retardant Or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
6. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
7. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
8. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
10. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
11. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
12. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
13. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:
If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to

FACILITIES SOLUTIONS AGREEMENT

50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.

If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Addendum To Facilities Solutions Agreement

Flame Resistant Garments

Cintas Corporation agrees to provide services to the agreed upon locations of

_____ as governed by the Facility Solutions Agreement entered into on _____ by and between Cintas Corporation and _____. Both parties agree to the terms below.

- Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that Company has made no warranty or covenant with respect to the flame-resistant qualities of the fabrics or garments or with respect to the fitness or suitability of the fabrics or garments for this purpose. Customer acknowledges that numerous manufacturers market fabrics represented to be flame-resistant. Company makes no independent representation as to the flame-resistant qualities of the fabric selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing the flame-resistant garments that the garments are not designed for long term high heat exposure or for use around open flames and that no representation is made as to the garment's ability to protect users from injury or death.
- Customer agrees to defend and hold the Company harmless from claims or other expenses resulting from personal injury or property damage from the use of the flame-resistant garments, except to the extent such personal injury or property damage results from or is contributed to by the negligence of the Company. Further, Customer releases Company from any and all liability that results or may result from the failure of the garments to function as flame resistant. Company shall pass through to the Customer the benefit of any manufacturers warranties related to any flame-resistant garments provided hereunder. Company warrants, represents and covenants that it shall clean and maintain the uniform merchandise provided hereunder according to industry standards on care and in a manner, that will not affect the flame-resistant quality of the uniforms or negate, void or negatively impact any such manufacturer's warranty.
- In consideration of the sizeable investment Company is making in flame-resistant garments, Customer guarantees Company minimum weekly revenue equal to 70% of the initial invoice; provided, however, the minimum weekly revenue amount will increase by an amount equal to 70% of any increases in the weekly invoice.

Cintas Corporation

Inland Empire Utilities Agency

SECTION A

Item	Item Number	Rental Unit Pricing	Loss Rate
Men's Long Sleeve Shirt	935	\$0.186	\$15.55
Men's Short Sleeve Shirt	935	\$0.186	\$15.55
Men's Long Sleeve Shirt (Cotton)	330	\$0.249	\$17.62
Men's Short Sleeve Shirt (Cotton)	330	\$0.249	\$17.62
Men's Long Sleeve Shirt (Oxford)	374	\$0.259	\$21.76
Men's Short Sleeve Shirt (Oxford)	374	\$0.259	\$21.76
Men's Polo Shirt	259/262	\$0.276	\$20.47
Men's Pants	945	\$0.213	\$18.39
Men's Pants (cotton)	340	\$0.350	\$24.61
Men's Pants (Jeans)	394	\$0.301	\$20.21
Men's Cargo Pants	270	\$0.332	\$27.46
Women's Long Sleeve Shirt	205	\$0.176	\$17.00
Women's Short Sleeve Shirt	205	\$0.176	\$17.00
Women's Long Sleeve Shirt (Oxford)	66528	\$0.238	\$22.07
Women's Short Sleeve Shirt (Oxford)	66528	\$0.238	\$22.07
Women's Polo Shirt	298	\$0.276	\$21.76
Women's Pants	395/390	\$0.280	\$21.76
Women's Pants (Jeans)	394	\$0.301	\$20.21
Chef Coats	82670	\$0.238	\$23.58
Chef Pants	71125	\$0.332	\$26.94
Aprons	67627	\$0.147	\$13.21
T-Shirts	268	\$0.197	\$16.06
Jacket (Lightweight) (per jacket)	677	\$0.443	\$32.13
Jacket (Heavyweight) (per jacket)	970	\$0.425	\$30.57
Coveralls (Poly Cotton Blend)-Per Coverall	912	\$0.311	\$30.57
Coveralls (Cotton)-Per Coverall	910	\$0.425	\$41.97
Coveralls (Insulated)-Per Coverall	914	\$0.777	\$75.64
Coveralls (FR)-Per Coverall	82302	\$0.798	\$81.87
FR Shirts (per shirt)	60694	\$0.394	\$43.53
FR Pants (per pant)	70644	\$0.394	\$40.42
Lab Coats (per coat)	925	\$0.249	\$30.57
Smocks	833	\$0.166	\$13.47
PLEATED PANTS	865	\$0.289	\$22.80
Women's Comfort Shirt	271	\$0.192	\$17.00
PREMIUM PRO-KNIT POLO SHIRTS	299	\$0.320	\$24.35
HIGH IMAGE JACKETS	366	\$0.462	\$51.82
00 White Polyester Butcher Coat	82497	\$0.282	\$24.87
80 Light Blue Polyester Butcher Coat	82497	\$0.315	\$27.98
CARHARTT SHIRT	384	\$0.415	\$24.87
CARHARTT 5 POCKET JEAN	381	\$0.380	\$26.00
CARHARTT CARPENTER JEAN	382	\$0.420	\$26.00
CARHARTT WORK PANT	383	\$0.477	\$26.94
CARHARTT FR SHIRT	294	0.360	\$49.00
CARHARTT FR PANT	371	0.350	\$44.00
CARHARTT FR COVERALL	391	0.760	\$84.00
CARHARTT FR CARPENTER JEAN	290	0.500	\$49.00
CARHARTT FR JEAN	280	0.500	\$49.00
CARHARTT FR COVERALL - HIGH VISIBILITY	63686	1.053	\$109.00
HI PERFORMANCE POLO	275	\$0.382	\$41.33
WOM HI IMAGE WORK SH	66273	\$0.281	\$32.26
POLO WMNS POLY SS	66275	\$0.382	\$41.33
Hi Visibility Shirt	59935	0.430	\$28.43
Hi Visibility Shirt 100% Cotton	59330	0.640	\$32.43
Hi Visibility Jacket	59970	0.418	\$48.43
Soiled Hamper	N/A	N/A	N/A
Emblem (waived on initial install for first 30 days)	N/A	\$2.500	N/A
Make Up Charge-waived on initial installation and for the first 30 days of service.	N/A	\$1.950	N/A
Name Tag	N/A	\$1.500	N/A
Delivery Fee	N/A	N/A	N/A
Size Premium	Price Per Garment	\$0.156	
Lockers		\$3.628	

SECTION B

	Item	Rental Unit Pricing	Loss Rate
	Automotive Parts Washer	\$30.50	\$0.00
2160	Cotton Towels	\$0.06	\$0.47
7432	Microfiber Towels	\$0.16	\$1.35
843XX	3x5 Carpet Mat	\$2.07	\$46.64
844XX	4x6 Carpet Mat	\$2.56	\$72.54
840XX	3x10 Carpet Mat	\$3.05	\$93.27
2477	3X5 Scraper Mat	\$2.22	\$46.64
1801	2X3 Spring Mat	\$1.58	\$51.82
1810	3X5 Duralite Mat	\$2.41	\$51.82
84301	3X5 Logo Mat	\$2.40	\$82.91
2570	24" Dust Mop	\$0.83	\$10.36
1946	24" Dust Mop Frame	\$0.00	\$8.29
2590	36" Dust Mop	\$0.98	\$10.36
1947	36" Dust Mop Frame	\$0.00	\$10.36
2604	48" Dust Mop	\$1.30	\$10.36
1948	48" Dust Mop Frame	\$0.00	\$12.44
2610	60" Dust Mop	N/A	N/A
1045	60" Dust Mop Frame	N/A	N/A
2650	Wet Mop	\$1.43	\$10.36
6998	11" Microfiber Mop	\$0.28	\$12.44
6999	11" Microfiber Mop Handle	\$0.00	\$5.18
7000	20" Microfiber Mop	\$0.47	\$7.25
7002	20" Microfiber Mop Handle	\$0.00	\$10.36
8704	3x5 Treadlock Mat	\$5.27	\$107.00
8705	4x6 Treadlock Mat	\$5.74	\$141.64
8706	3x10 Treadlock Mat	\$7.96	\$213.99
1802	3X5 SPRING STEP	\$2.68	\$66.24
84302	3X5 SAFETY MAT	\$3.71	\$66.24
1800	3X5 COFFEE MAT	\$3.71	\$66.24
84401	4X6 LOGO MAT (requires buyback)	\$6.81	\$180.00
84001	3X10 LOGO MAT (requires buyback)	\$8.46	\$229.28
1946	24" MOP FRAME	N/A	\$10.19
1947	36" MOP FRAME	N/A	\$10.19
1948	48" MOP FRAME	N/A	\$10.19
1045	60" MOP FRAME	N/A	\$10.19
6924	WOOD DUST MOP HANDLE	N/A	\$10.19
6913	24OZ SYNTH WET MOP	\$1.86	\$15.29
6922	WOOD WET MOP HANDLE	N/A	\$10.19
		\$0.00	
6999	12" MICROFB MOP FRAME	N/A	\$9.68
7002	20" MICROFB MOP FRAME	N/A	\$10.19
7001	36" MICROFBR MOP	\$0.58	\$12.23
7003	36" MICROFB MOP FRAME	N/A	\$15.29
6930	MICROFBR MOP CONTAIN	\$13.76	\$91.71
7432	12"x12" MICROFIBER WIPER (BLUE)	\$0.17	\$2.45
7433	12"x12" MICROFIBER WIPER (Orange)	\$0.17	\$2.45
7717	16" x 16" MICROFIBER WIPER (WHITE)	\$0.17	\$1.32
8020	MICROFIBER TUBE MOP	\$2.29	\$20.38
9338	ALCOHOL FOAM SANITIZER SERVICE - 1000 ml	\$5.04	\$25.48
9329	ALCOHOL FOAM SANITIZER REFILL - 1000 ml	N/A	N/A
9314	HEAVY DUTY SOAP SCRUB SERVICE - 1000 ml	\$2.37	\$25.48
9315	HEAVY DUTY SOAP SCRUB REFILL - 1000 ml	N/A	N/A
9326	ANTIBACTERIAL FOAM SOAP SERVICE - 800 ml	\$2.27	\$25.48
9327	ANTIBACTERIAL FOAM SOAP REFILL - 800 ml	N/A	N/A
9312	MOISTURIZING SOAP SERVICE - 1000 ml	\$1.82	\$25.48
9313	MOISTURIZING SOAP REFILL - 1000 ml	N/A	N/A
9330	PAINT REMOVER HAND SCRUB SERVICE - 1000 ml	\$3.03	\$25.48
9331	PAINT REMOVER HAND SCRUB REFILL - 1000 ml	N/A	N/A
9332	ANTIBACTERIAL GEL SOAP SERVICE (FOOD SVC) - 1000 ml	\$1.82	\$25.48
9333	ANTIBACTERIAL GEL SOAP REFILL (FOOD SVC) - 1000 ml	N/A	N/A
9320	HAIR & BODY WASH SERVICE - 1000 ml	\$2.04	\$25.48
9321	HAIR & BODY WASH REFILL - 1000 ml	N/A	N/A

9322	INSTANT HAND SANITIZER SERVICE - 1000 ml	\$2.81	\$25.48
9323	INSTANT HAND SANITIZER REFILL - 1000 ml	N/A	N/A
9348	ANTIBACTERIAL SPRAY SOAP SERVICE - 800 ml	\$3.72	\$25.48
9349	ANTIBACTERIAL SPRAY SOAP REFILL - 800 ml	N/A	N/A
9980	SOAP DISPENSER - WHITE	\$0.00	\$25.48
9982	AUTO SOAP DISPENSER - WHITE	\$0.00	\$35.67
2161	SM SHOP TWL-WHT	\$0.13	\$0.46
2169	SM SHOP TWL-BLUE	\$0.11	\$0.46
9025	C PULL TOWEL RFL (Bill by Roll)	\$6.42	\$20.38
9110	JRT TOILET PAPER RFL (Bill by Roll)	\$4.59	\$20.38
9023	C PULL TOWEL SVC (Only for Flat Bill*)	\$1.97	\$20.38
9025	C PULL TOWEL RFL (Flat Billing Refill)	N/A	N/A
9109	JRT TOILET PAPER SVC (Only for Flat Bill*)	\$1.27	\$20.38
9110	JRT TOILET PAPER RFL (Flat Billing Refill)	N/A	N/A
9305	ELECTRONIC PAPER DISPENSER	N/A	\$112.09
9019	ELECTRONIC PAPER RFL (Flat Billing Refill)	\$6.88	\$20.38
7699	C PULL TOWEL CASE (Qty 6)	\$43.10	N/A
7702	JRT TOILET PAPER CASE (Qty 12)	\$47.69	N/A
2864	BIB APRON - WHITE	\$0.33	\$4.48
2873	BIB APRON - BLACK	\$0.33	\$4.48
2861	BIB APRON - RED	\$0.33	\$4.48
2700	TERRY TOWEL	\$0.13	\$1.32
2964	STRIPE SWIPE TOWEL	\$0.17	\$1.32
2750	RIBBED TERRY TOWEL	\$0.13	\$1.32
2702	BLUE TERRY TOWEL	\$0.13	\$1.32
2921	STRIPE GLASS TOWEL	\$0.17	\$1.32
2701	#2 TERRY TOWEL	\$0.13	\$1.32
3035	GRILL PAD	\$0.11	\$2.00
6116	MM AIR FRESHENER SVC	\$2.93	\$25.48
6123	MM AIR FRESHENER RFL	N/A	N/A
6122	MM AIR FRESHENER REFILL - MANGO PARADISE	N/A	N/A
6119	MM AIR FRESHENER REFILL - CITRUS SLICE	N/A	N/A
9295	MM AIR FRESHENER REFILL - CLEAN BREEZE	N/A	N/A
6124	MM AIR FRESHENER REFILL - CINNAMON	N/A	N/A
9231	AUTO DRIP CLEAN SVC	\$2.81	\$35.67
9232	AUTO DRIP MANGO RFL	N/A	N/A
6515	AUTO FLUSH CLAMP SERVICE	\$2.81	\$229.28
9154	TOILET SEAT CLNR SVC	\$1.86	\$15.29
9155	TOILET SEAT CLNR RFL	N/A	N/A
9214	URINAL SCREEN RFL - CINNAMON	N/A	N/A
9210	URINAL SCREEN SVC	\$1.04	N/A
7420	SAFWASHR FLD RFL SW4	\$0.00	\$14.78
7524	SAFEWASHER FILTER	N/A	\$14.27
7643	SAFEWASHER SW23 L/R	N/A	\$1,681.35
7644	SAFEWASHER SW25 L/R	N/A	\$1,681.35
7645	SAFWASHR FLD SW3 L/R		\$14.78
7600	2 or 3 BUTTON DISPENSER INSTALL FEE* (ONE TIME CHARGE)	\$50.95	N/A
7619	FOAMER DISPENSER INSTALL FEE (ONE TIME CHARGE)	\$25.48	N/A
7500	CLEANING CHEMICAL DISPENSER MAINTENANCE FEE*	\$2.75	\$377.03
7550	3 COMPART SINK CHEMICAL DISPENSER MAINTENANCE FEE*	\$2.75	\$341.37
2294	FOAMING CHEMICAL DISPENSER MAINTENANCE FEE*	\$2.75	\$203.80
2271	FC1 - HEAVY DUTY FLOOR CLEANER	\$1.28	N/A
2274	FC2 - BIO-BASED FLOOR CLEANER	\$1.56	N/A
2282	FC3 - INDUSTRIAL FLOOR CLEANER/DEGREASER	\$2.57	N/A
2272	FC4 - NEUTRAL FLOOR CLEANER	\$0.73	N/A
2295	RR1 - HVY DTY RESTRM CLNR / DISINFECT - MOP BUCKET	\$1.42	N/A
2275	GL1 - GLASS & MULTI-SURFACE CLEANER	\$1.83	N/A
2276	RR1 - HVY DTY RESTRM CLNR / DISINFECT - BOTTLE	\$2.80	N/A
2277	OC1 - ODOR COUNTERACTANT / FABRIC FRESHENER	\$5.50	N/A
7544	FC1 - HEAVY DUTY CLEANER - BOTTLE	\$1.28	N/A
7513	Z1 - HARD SURFACE SANITIZER	\$3.07	N/A
2281	DG1 - HVY DTY FOAMING DEGREASER - BOTTLE / FOAMER	\$1.38	N/A
2278	SK1 - POT & PAN DETERGENT	\$1.10	N/A

2279	SK2 - THREE COMPARTMENT SINK SANITIZER	\$1.10	N/A
7670	TRIGGER SPRAYER	\$5.10	\$5.10
7574	TRIGGER SPRAYER LABELS		\$2.04
7716	QUAT STRIPS		\$7.08
	* Required for all Chemical Customers		
7587	CINTAS DRAIN SERVICE	\$31.59	\$290.42
8523	DLM - DRAIN COVERS 2 INCH		\$11.21
8524	DLM - DRAIN COVERS 3 INCH		\$11.21
8526	DLM - DRAIN COVERS 4 INCH		\$11.21
7705	SANIS ULTRACLEAN BASE CHARGE*	\$30.57	N/A
7706	SANIS ULTRACLEAN SQ FT CHARGE*	\$0.18	N/A
	* Weekly or EOW Billing Example: 4 restrooms measure 400 sq ft; 400 sq ft x \$.183 = \$73.20 + \$30.57 Base Charge = \$103.77		
	* Monthly Billing Example: 4 restrooms measure 400 sq ft; 400 sq ft x \$.183 = \$73.20 + \$50.95 Base Charge = \$124.15		
8000	8 COMPARTMENT HANGER LOCKER	\$3.57	\$504.41
8004	SOIL LOCK-UP	\$3.01	\$402.51
10196	3X5 TRAFFIC MAT - GRANITE	\$4.05	\$67.50
10197	4X6 TRAFFIC MAT - GRANITE	\$5.18	\$99.00
10198	3X10 TRAFFIC MAT - GRANITE	\$6.30	\$135.00
10199	4X8 TRAFFIC MAT - GRANITE	\$7.43	\$162.00

Attachment B

TECHNICAL PROVISIONS/SCOPE OF WORK

Offerors services and responsibilities shall include and be in accordance with the following:

1. The Agency has approximately 130 employees who are required to wear Agency-provided uniforms. Offeror is required to provide a minimum of 11 sets of uniforms for each employee. The majority of employees will require five changes per week. A limited number of employees may require six changes per week. Approximately 100 employees will also require three coveralls per week. Approximately 13 employees will require eight lab coats, wearing four lab coats per week.

Approximately: 130 employees who are required to wear Agency-provided uniforms.

- 6 need yellow reflective safety shirts/cotton pants
- 20 need fire resistant shirt/pant (HRC 2)
- 22 need oxford shirt/dress pant
- 75 need cotton button-up shirt/pant
- 13 need lab coats

Approximately 1,000 towels/week

Additionally, the Agency utilizes approximately 150 various size floor mats and runners, throughout the Operations and Administrative office facilities. Floor mats/runners will require bi-weekly cleaning/changing.

2. All quantities indicated in the specification are approximations based on the Agency's current number of employees at the time of Contract execution. Actual quantities may vary during the Contract term.

SPECIFICATIONS:

1. The Agency will not be charged any additional fees inclusive, but not limited to, start-up costs, set-up or measuring fees, preparation charges, minimums, environmental fees or minor repair fees or fuel surcharge fees. No cost differential will be allowed for *petite, small, extra-large, extra-extra-large, or triple X sizes*.
2. Garments: All specifications shall apply to male and female, Offeror provided garments. **To ensure garments meet the Agency's requirements, the Agency may request samples of each type of garment, including proposed colors and material, be delivered to the Agency's Administrative Headquarters for review and approval.**
3. Quantity: The Offeror shall, at all times, be able to provide all required Agency personnel with the required amount of uniforms. Extra uniforms should be kept on-hand for emergency use/replacement at the Offeror's local warehouse, allowing for same day delivery or within a 24-hour time period.
4. Pants:

- a. Standard Work Pants - Pants shall be available in **100% cotton** and/or **poly/cotton blend**, color(s) to be determined.
 - b. Supervisor Pants – Pants shall be available in a **cotton/poly blend**, with a pleated front. Color(s) to be determined.
 - c. Fire Resistant Work Pants – Pants shall be available which meet the National Fire Protection Association 70E requirements for **(HRC 2)**, color to be determined.
5. Shirts:
- a. Standard Work Shirts - Shirts shall be available in **100% cotton** and/or **poly/cotton blend**, short or long sleeve, color(s) to be determined.
 - b. Fire Resistant Shirts - Shirts shall be available which meet the National Fire Protection Association 70E requirements for **(HRC 2)**, color to be determined.
 - c. Supervisor Shirt-Oxford Shirts shall be oxford style, short or long sleeve, **cotton/poly blend**, color(s) to be determined.
 - d. Reflective Safety Shirt – Shirt shall be available with reflective striping meeting California Manual Uniform Traffic Control Devices (MUTCD) Class III requirements.
6. Coveralls: All coveralls shall be available in full length, **100% cotton and poly/cotton blend**, long sleeve, color(s) to be determined. All coveralls are to be billed on an as-used basis.
7. Lab Coats: All lab coats shall be available in full length, poly/cotton blend, long sleeve, in white and blue.
8. Jackets: Agency owned jackets are to be laundered by successful Offeror on an as needed basis, and returned in the same condition as picked up. Should a jacket be damaged or lost during the laundering process, it shall be replaced with a like-quality garment by the Offeror within 14 calendar days of notification, at no charge to the Agency. Jackets for new employees may be purchased from the successful Offeror.
9. Offeror will make arrangements to have new employees measured at his/her delivery site as required. Measurements will be taken within seven calendar days of request. All required garments shall be provided within 14 calendar days of size submittal.
10. Garment Exchange: When requested by the Agency, Offerors shall exchange garments within 14 calendar days due to size or style changes, damages, or excessive wear and tear at no additional charge to the Agency.

11. Garment Identification: Each garment shall be labeled with the individual employee name which will be utilized in identifying respective Offeror charges on invoices.
12. Laundering: Each garment received by the Offeror during the regular delivery schedule, shall be laundered and returned no later than seven calendar days from pick-up. Offerors shall provide commercial quality "laundry bins", as necessary, at each delivery location for depositing soiled garments.
13. Towels:
 - a. Bath: Offerors shall make available five towels per employee per week, better than "hotel quality", white, 100% cotton, 36" x 24" or larger. Towels shall be delivered clean, sterilized, lint-free and laundered in such a way as to keep them soft and free of foul odors; e.g., petroleum, solvent, etc. There shall be no stains, holes, ragged edges, or tears in any towels. The successful Offeror will be required to submit towel samples. All towels shall be invoiced on an as-used basis.
 - b. Reserves: Offeror shall make available for each towel delivery location, a minimum reserve quantity of towels ranging from 50 to 100 each, depending upon demand and as determined by the Agency. There shall be no charge for supply of the reserve towels.
14. Repairs: All determinations regarding quality shall be made solely by the Agency. Offeror shall provide bags, repair tags, etc. for use with garments in need of repairs. Mending tape may be used to repair garment with rips and tears of less than one inch. Should repairs be extensive enough to affect the appearance of the garment, Offeror shall replace said garment with a new garment, in accordance with 15.b, below.
 - a. Garments: Offeror shall provide bags, repair tags, etc. for garments requiring repair. Garments shall be returned fully-repaired within seven calendar days of request.
 - b. Floor Mats/Runners: Any floor mat/runner requiring repair shall be replaced with same, in a "like-new" condition, within seven calendar days of request.
15. Replacement: Unless specified below, all determinations regarding quality issues shall be made solely by the Agency.
 - a. Garments: The date the garment is first provided shall be noted on the uniform label. Offeror shall track, and replace garments, at no charge to the Agency, which are 24 months in age, within 14 calendar days of the 24-month period. Should the Agency consider garments to be in good repair, the 24-month period may be extended at the Agency's sole discretion. Garments will be replaced, at no charge to the Agency, prior to 24 months, if the Agency determines the garments to be excessively worn or damaged by the Offeror.

Any garment in need of replacement, as a result of an employee's unforeseen mishap, prior to the 24-month replacement period, shall be replaced at the Agency's sole expense, at the depreciated rate outlined under 15.b, below. All determinations regarding garment replacement shall be made solely by the Agency.

b. Any garments "lost" or damaged beyond repair by Agency staff shall be replaced, at the Agency's sole expense, at a depreciated rate as follows. It will be the Offeror's responsibility to prove that "lost" garments were newer than those garments originally provided.

- Garments less than six months old will be paid for at 75% of their value.
- Garments six months to one-year old will be paid for at 50% of their value.
- Garments one year to 18 months old will be paid for at 25% of their value.
- Garments 18 months and older will be replace at no charge to the Agency.

The Agency assumes no responsibility for garments "lost" by the Offeror, regardless of age.

c. Towels: Any towels requiring replacement shall be replaced with new towels, at no cost to the Agency.

16. Loaner Garments: In the event an employee is shorted garments during the regular delivery date, loaner garments in a quantity necessary to carry them over until the next regular delivery date, in like color and style, will be delivered to the employee's delivery location within 24 hours of notification, at no additional charge to the Agency.

17. Additions/Deletions: The Agency reserves the right to add or remove employee names, delivery locations, and floor mat/runner designations to or from the service roster as needed. The Agency will advise the Offeror of such additions/deletions in writing, and the date of such notification shall prevail. The Agency shall not incur any charges for changes.

18. Floor Mats/Runners: Offeror shall make available rubber backed, anti-skid, floor mats/runners, new or in like-new condition, in the following sizes, colors and safety style will be determined per location.

Approximate Size

- 3'x5' scraper mats
- 3'x5' black mats
- 4'x6' black mats
- 3'x10' black mats

Agency-owned logo mats will be included in the cleaning schedule. Logo mats damaged during the laundering process will be replaced with like mats by the Offeror at no charge to the Agency within 14 calendar days of notification.

19. Delivery:

- a. Garments/Towels: The Agency shall establish a schedule whereas soiled garments and towels are picked up by the Offeror, and laundered items are delivered to respective Agency locations. The schedule shall be in seven calendar day intervals.

All garments shall be delivered on non-returnable wire hangers. Should the Offeror desire recycling of wire hangers, the Offeror shall provide an appropriate receptacle at each delivery location. The Agency shall not be responsible for the return of any hangers.

- b. Floor Mats/Runners: The Agency and Offeror shall establish a schedule whereas floor mats/runners are received by the Offeror, and clean replacements are delivered to respective Agency locations. Agency-owned logo mats will be included in the cleaning schedule. Said schedules shall be in 14 calendar day intervals, as required. The Agency will adjust the quantities of floor mats/runners as required.

20. Weekly Reports: Offeror will provide the Agency with a weekly report on the number of soiled garments picked up from each person, at each location and the amount of clean garments delivered to each person, at each location. This may be reflected on the invoice or on a separate document.

D. DELIVERY LOCATIONS AND DAYS: The following delivery locations shall be included for service.

<u>Delivery Location</u>	<u>Delivery day</u>	<u>Estimated No. of Employees</u>
Administrative Headquarters/RP-5 6075 Kimball Ave. Chino, California	Thursday	32
Regional Plant No. 1, Complex 2450 E. Philadelphia St. Ontario, California	Thursday	37
Regional Plant No. 1, Warehouse/Maintenance 2662 E. Walnut Avenue Ontario, California	Thursday	29
Regional Plant No. 2 16400 El Prado Road Chino, California	Thursday	3

Regional Plant No. 4 12811 6 th St. Rancho Cucamonga, California	Tuesday	12
Carbon Canyon Water Reclamation Facility 14950 Telephone Ave. Chino, California	Thursday	9
Chino Desalter Authority (CDA) 6905 Kimball Ave. Chino, California	Thursday	6
Inland Empire Reg. Composting Authority (RCA) 12645 6 th St. Rancho Cucamonga, California	Tuesday	23

- E. **RECONCILIATION:** The Offeror is required to provide the Agency with account reconciliation every three calendar months (hereinafter known as the "Reconciliation Anniversary"). Said reconciliation shall detail deficiencies in quantities of garments and related items, if any. The Offeror shall coordinate reconciliation activities with the Agency and provide a detailed list of any deficiencies. Failure of Offer to provide such listing within fourteen calendar days following the Reconciliation Anniversary, shall indicate that no deficiencies exist, that all required garments and related items are fully accounted for, and that the Offeror waives all rights to recovery from the Agency for potentially related undetermined losses. Offeror shall return all quantities of Agency employee garments to full complement, at no expense to the Agency, upon completion of reconciliation activities, and subject to Offeror finding no deficiencies. The total of all deficiencies for the last six-month reconciliation period prior to contract term-end, shall be limited to not greater than five percent of all issued quantities per individual employee inventory, towel inventory by location, or floor mat inventory by location.

Should the Offeror provide a listing of deficiencies to the Agency within the prescribed time, the Agency reserves the right to review and respond to the findings within 60 calendar days. Payments for approved deficiencies will be paid within 30 calendar days of approval by the Agency.

- F. **UNIFORM COORDINATORS:** The Agency will provide the name of the employee who will serve as "Uniform Coordinator" for each delivery location. Each Uniform Coordinator shall have the authority, on behalf of the Contract Administrator, to make unilateral decisions for respective Agency locations, regarding garment repairs, replacements, size changes, maintenance of towel inventories, and coordination of reconciliation procedures. To the extent possible, Uniform Coordinators shall coordinate resolution of disputes/problems directly with Offeror's representative(s).
- G. **OTHER MATTERS:** All other matters (e.g., Agency employee roster additions/deletions, etc.) related to this Contract, shall be at the direction of the Contract Administrator.
- H. **INVOICING:** Invoices will be submitted weekly, or a minimum of bi-monthly to the Agency for payment. A separate invoice shall be provided for each delivery location and shall list

the delivery date, quantity of items picked up per employee, total per employee, quantity of items delivered per employee, and a grand total for the delivery location.

Charges for items that have been acknowledged by the Agency to be lost shall be itemized, by employee name, on a separate invoice.

- I. **RECORDS:** Offeror must maintain a record of all Agency employee sizes and garment styles per employee and delivery location.

Attachment 2

MASTER AGREEMENT:
By and between:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
102 S. Hickory Avenue
Bel Air, MD 21014
AND
Cintas Corporation
6800 Cintas Blvd.
Mason, OH 45040

Contract #12-JLH-011C

THIS MASTER AGREEMENT made and entered into this 1st day of April, 2012, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS", or "District"), and Cintas Corporation, a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier").

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

WHEREAS, pursuant to a request by the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: furnish, supply and deliver facilities solutions including the rental and service of uniforms, mats, mops and towels, and other related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP #12-JLH-011, addenda, amendments, appendices and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state the terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties hereto agree as follows:

- A. Services:** Supplier will provide Facilities Solutions as detailed in the referenced RFP and related services for HCPS in its response to the heretofore referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Agreement.
- B. Term:** The initial term of this Master Agreement shall be three (3) years from on or about April 1, 2012. This Master Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.
- C. Compensation:** HCPS agrees to pay and Supplier agrees to accept as compensation for the

products provided pursuant to this Master Agreement, the following:

1. The price proposal set forth in the best and final RFP Response, dated March 15, 2012 and marked Amendment 1.
- D. **Invoicing:** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include – as applicable – the following data: Item Number, Purchase Order Number, Item Description, Quantity purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.
- E. **Insurance:** Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.
- F. **Termination of Contract:** This contract may be terminated as per the General Information of the RFP, Section 1, K (page 5) and General Requirements, Attachment G, VIII (page 85-86).
- G. **Notification:** Notices under this Master Agreement shall be addressed as follows:

Jeffrey LaPorta, Supervisor of Purchasing
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

Supplier: Cintas Corporation
Attn: Craig Jackson, Senior Global Account Manager
Address: 6800 Cintas Blvd
Mason, OH 45040
Phone: 513-459-1200

The effective date of any notice under this Master Agreement shall be the date of receipt by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Agreement, the waiver of any term or condition of this Master Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Agreement. This Master Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

- H. **Governing Law:** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.
- I. **Incorporation of Appendices:** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Agreement. In the event of any

apparent conflict between any provisions set forth in the main body of the Master Agreement and any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Agreement shall control.

- J. **Entire Master Agreement:** This Master Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. The revised Best and Final Offer contained within Amendment 1 is also included and becomes part of the Master Agreement.

- K. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of this Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

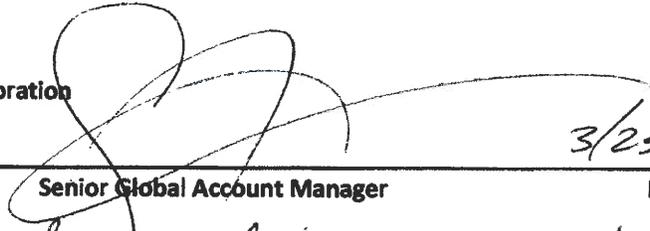
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:

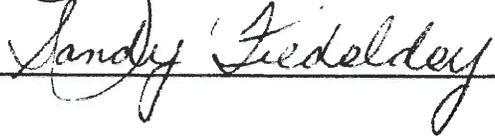
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by  4/2/12
Superintendent of Schools Date

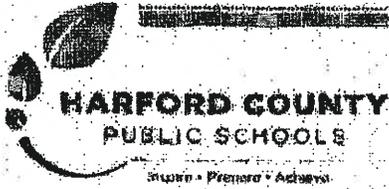
by  4/10/12
Date

(Signature) President (Date)
Board of Education of Harford County
Attest: 

Cintas Corporation
by  3/23/12
Senior Global Account Manager Date

Attest:  3/23/12

To access pricing information, please use your login at www.uscommunities.org.



Barbara P. Caravan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hops.org

CONTRACT #12-JLH-011C RENEWAL
April 1, 2017 – March 31, 2019

This contract renewal is made and entered into this 23rd day of March, 2016, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Cintas, of 6800 Cintas Boulevard, Cincinnati, Ohio (hereafter referred to as Contractor).

WHEREAS, Owner and the Contractor have entered into an Agreement dated April 1, 2012 (hereafter referred to as the Contract), for the Contractor to furnish rental of uniforms and related facility solutions in accordance with RFP #12-JLH-011.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

THEREFORE, for and in consideration of the mutual promises to each other, the parties do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to exercise its option to renew this contract for two (2) years for the time period from April 1, 2017 through March 31, 2019.
2. Current pricing structures, all other terms, conditions and provisions of the Contract remain in effect unless revised by formal Contract Amendment.

This is the last renewal option available for this contract.

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement in duplicate originals, one of which is retained by each party the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: Jeffrey LaPorta
Signature

Name: Jeffrey LaPorta

Title: Supervisor of Purchasing

Date: 3/23/16

CINTAS

By: [Signature]
Signature

Name: Sandra Jackson

Title: Global Account Manager

Date: 3/23/16



**CONSENT
CALENDAR
ITEM**

31

Date: November 15, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Engineering, Operations & Water Resources

 11/08/17

Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: RP-4 Rehabilitation Consultant Contract Amendment

Executive Summary:

In November 2016, IEUA awarded a consultant design contract to Carollo Engineers to manage the RP-4 Rehabilitation Projects from development to construction completion. During the project charter preparation with Operations and Maintenance staff, additional deficiencies were identified beyond what was originally planned. As a result, the project scope increased substantially. The added scope requires additional work by the design consultant. A contract amendment is requested for an amount of \$356,236 to cover the additional preliminary engineering design services, increasing the contract from \$1,743,716 to \$2,099,952.

Staff's Recommendation:

1. Approve a consulting engineering services contract amendment for the RP-4 Rehabilitation, Projects Nos. EN17043 and EN17110, to Carollo Engineers for a not-to-exceed amount of \$356,236; and
2. Authorize the General Manager to execute the consulting engineering services amendment subject to non-substantive changes.

Budget Impact *Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval:*

Account/Project Name:

EN17043.00 RP-4 Primary Clarifier Rehabilitation
EN17110.00 RP-4 Process Improvements Project

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On November 16, 2016, the Board of Directors awarded a contract to Carollo Engineers for the project management and design services on the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, and RP-4 Process Improvements, Project No. EN17110, for a not-to-exceed amount of \$1,288,858.

Environmental Determination:

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 1 as defined in Section 15301(b) of the State CEQA Guidelines.

Business Goal:

The RP-4 Rehabilitation Projects are consistent with the Agency's Business Goal of Wastewater Management specifically the Asset Management objective that IEUA will ensure that the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachments:

- Attachment 1 - Background
- Attachment 2 - Powerpoint
- Attachment 3 - Consultant Contract Amendment

Background

Subject: RP-4 Rehabilitation Consultant Contract Amendment

Regional Water Recycling Plant No. 4 (RP-4) began operation in July 1997, with an average daily liquid treatment capacity of seven million gallons per day (MGD) which was later expanded to 14 MGD in 2009. After over 20 years in service, some areas within the plant require rehabilitation due to the general deterioration of process components. IEUA's Asset Management Plan and a 2014 Condition Assessment Report recommended the Primary Clarifier Rehabilitation Project and the Process Improvement Project be implemented to mitigate the issues in the plant system infrastructure.

Due to the schedule and critical nature of these projects, the Engineering and Construction Management Department proposed an alternative project delivery approach for Project Management; using the services of a consulting firm to manage the project from development to construction completion. The goal of this approach was to create a seamless integration of the consulting project manager with IEUA staff to create a more efficient link between the project engineers and IEUA stakeholders. In November 2016, Carollo Engineers was awarded a contract for the project management and design services on the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, and the RP-4 Process Improvement, Project No. EN17110.

Carollo began the process of preparing the project charter by coordinating meetings and plant walks with the Operations and Maintenance Department. During the project evaluation phase, additional areas at RP-4 were recognized as requiring additional investigation (Technical Memorandums) due to deterioration and process challenges. The following are the additional areas identified:

- Influent Pipe Slip Lining Evaluation
- Coating System Evaluation
- Influent Pump Station Evaluation
- Grit Chamber No. 1 Options Evaluation
- ML/RAS Wasting Evaluation
- Secondary Clarifier Catwalk Evaluation
- Odor control System Evaluation
- Aeration Basins Drainage Options Evaluation
- Chlorine Contact Basins Interconnection Evaluation
- Automation Evaluation

The additional technical memorandums are necessary to make a determination of the areas that should be added to the current design project and those that can be included in the next Ten-Year Capital Improvement Plan (TYCIP) update.

Staff requests that the existing contract with Carollo Engineers be amended by \$356,236 for investigation of the additional areas at RP-4. This amendment would increase the value of the consultant contract from \$1,743,716 to \$2,099,952.

The following table is the anticipated project cost:

Description	Estimated Cost
Design Services	\$1,425,309
Consultant Design	\$771,569
Consultant Design Amendment #2 (this action)	\$356,236
Project Management	\$242,812
IEUA Design Services	\$54,692
Construction Services Estimate	\$2,763,561
Engineering Services During Construction	\$1,777,878
Construction Management	\$516,323
IEUA Construction Services (2.5%)	\$469,360
Construction Estimate	\$20,652,948
Construction	\$18,775,408
Contingency (10%)	\$1,877,540
Total Project Cost	\$24,841,818
Total Project Budget	\$24,027,753
Remaining Budget	(\$814,065)

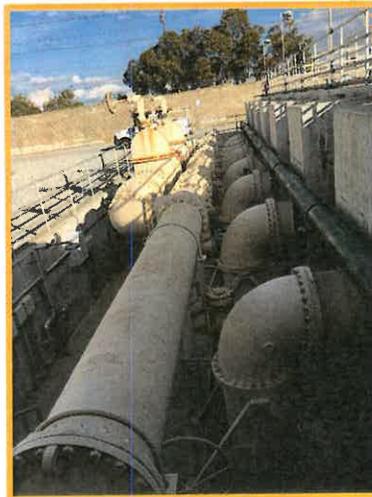
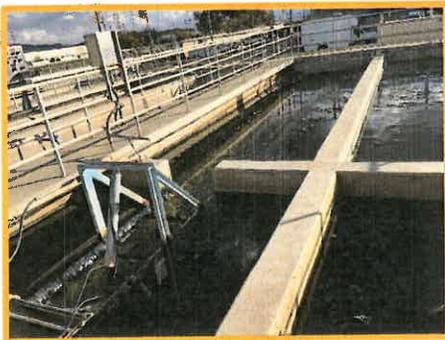
The following table is the project schedule:

Project Milestone	Date
PDR Completion	April 2018
Design Completion	October 2018
Construction Contract Award	February 2019
Construction Completion	March 2021

Fiscal Impact:

If approved, the consultant contract amendment for the RP-4 Rehabilitation, Project Nos. EN17043 and EN17110, for the not-to-exceed amount of \$356,236, will be within the combined total project budgets of \$24,027,753 in the Regional Wastewater Operations and Maintenance (RO) Fund. An estimated combined amount of \$2,660,000 will be spent on both projects this fiscal year. The future year funding will be re-appropriated accordingly during the FY 2017/18 review of the Ten-Year Capital Improvement Plan.

RP-4 Primary Clarifier Rehabilitation, Project EN17043 RP-4 Process Improvement, Project EN17110 Consultant Amendment



Shaun Stone, P.E.
November 2017

Project Location



The Project

- Rehab portions of all process areas
- Significant Improvements/Rehab:
 - Abandon south pump station
 - Grit chambers repair and rehab
 - Primary clarifier rehab
 - Blower replacement
 - Secondary clarifier catwalk evaluation
 - Odor control evaluation



Clogged Grit Chamber

Project Budget and Schedule

Description	Estimated Cost
Design Services	\$1,425,309
Consultant Design	\$771,569
Consultant Design Amendment #2	\$356,236
Project Management	\$242,812
IEUA Design Services	\$54,692
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Construction Estimate	\$20,652,948
Construction	\$18,775,408
Contingency (10%)	\$1,877,540
Total Project Cost	\$24,841,818
Total Project Budget	\$24,027,753
Remaining Budget	(\$814,065)

Project Milestone	Date
PDR Completion	April 2018
Design Completion	October 2018
Construction Contract Award	February 2019
Construction Completion	March 2021

Recommendation

- Approve a consulting engineering services contract amendment for the RP-4 Rehabilitation Projects, EN17043 and EN17110, to Carollo Engineers for a not-to-exceed amount of \$356,236; and
- Authorize the General Manager to execute the consulting engineering services amendment subject to non-substantive changes.

The RP-4 Rehabilitation Projects are consistent with the **IEUA's Business Goal of Wastewater Management** specifically the Asset Management objective that IEUA will ensure that the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.



CONTRACT AMENDMENT NUMBER: 4600002243-002

FOR

PROJECT MANAGEMENT AND DESIGN SERVICES

FOR THE RP-4 PRIMARY CLARIFIER REHABILITATION PROJECT NO. EN17043

AND RP-4 PROCESS REHABILITATION PROJECT Nos. EN17110 and EN17110.01

THIS CONTRACT 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 interchangeably as "IEUA" and "Agency") and Carollo Engineers, Inc. with offices located in Riverside, Irvine, and Los Angeles, California (hereinafter referred to as "Consultant") for Project Management and Design Services for the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, and RP-4 Process Rehabilitation, Project Nos. EN17110 and EN17110.01, and shall revise the Contract as herein amended:

SECTION THREE, SCOPE OF WORK AND SERVICES, IS REVISED TO ADD THE FOLLOWING PARAGRAPH: Additional services and responsibilities shall include and be in accordance with **Exhibit D**, which is incorporated herein, attached hereto, and made a part hereof by this reference.

SECTION FIVE, COMPENSATION, REVISES THE SECOND PARAGRAPH AS FOLLOWS: As compensation for additional work performed under this Contract Amendment, Agency shall pay Consultant a ***NOT-TO EXCEED maximum of \$2,099,952.00***, which represents an increase of ***\$356,236.00*** to the Contract.

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

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.

[Signature Page Immediately Follows]

INLAND EMPIRE UTILITIES AGENCY:
(A Municipal Water District)

CAROLLO ENGINEERS, INC.:

P. Joseph Grindstaff (Date)
General Manager

Dr. Graham Juby, P.E. (Date)
Principal-in-Charge / Vice President

Eric M. Mills, P.E. (Date)
Senior Vice President

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Exhibit D

October 9, 2017

Mr. Jerry Burke
Deputy Manager of Engineering
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

Subject: RP-4 Primary Clarifier and Process Rehabilitation Projects (EN17043, EN17110, EN17110.01) -
Amendment No. 2 Justification and Request for Preliminary Design for EN17043 and EN17110

Dear Mr. Burke:

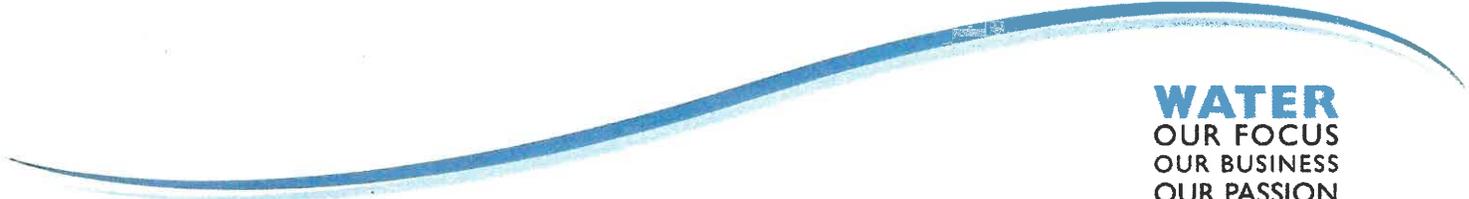
As requested, Carollo Engineers, Inc. (Carollo), has drafted an amendment request for the RP-4 Primary Clarifier and Process Rehabilitation Project (EN17043, EN17110, EN17110.01) for preliminary design services for the additional scope of work that was identified through the Project Charter development and approval process for EN17043 and EN17110.

Background

In October 2016, Carollo was selected by the Inland Empire Utilities Agency (IEUA) for the RP-4 Primary Clarifier and Process Rehabilitation Project identified in RFP-RW-16-021, which incorporated two separate projects EN17043 and EN17110. At that time, the Project Charter for these two projects had not been finalized nor had it been approved. The construction cost for the scope identified in the RFP for the two rehabilitation projects was estimated to be \$5.5 million. Carollo's engineering fee for both projects, including development of the Project Charter, Project Management, Design and Construction Management and Inspection services totaled \$1.29 million.

The project kick-off meeting was in January 2017 after which Carollo began working with IEUA staff to prepare and to finalize the Project Charter. During development of the Project Charter a significant number of new scope items were added to both projects and a portion of Project EN17110, related to the Trident tertiary filters, was bifurcated from the main project and became a fast-tracked project (EN17110.01) due to impending failure of the equipment and its long fabrication time.

The Project Charter is complete and was approved on Monday, June 26th, 2017. The combined estimated construction cost for the rehabilitation projects is now \$20.7 million, more than 3.5 times the construction cost estimate for the scope that was identified in the RFP. The increased construction cost estimate is a result of additional process/equipment rehabilitation work that was added through the Project Charter process. Table 1 below compares the construction cost estimate for the rehabilitation work that was identified in the RFP to the work that is included in the approved Project Charter.



WATER
OUR FOCUS
OUR BUSINESS
OUR PASSION

Table 1 Project Initial and Current Construction Cost Estimates

Description	Project EN17043	Project EN17110/01
Initial Construction Cost Estimate	\$ 1.46 M	\$ 4.00 M
Current Construction Cost Estimate	\$ 6.28 M	\$ 14.38 M
Increase based on Add'l Work	\$ 4.82 M	\$ 10.38 M
Total Estimated Construction Cost	\$ 20.66 M	

The increased scope and schedule of the projects will result in additional engineering services. This letter documents the additional project scope, and identifies the additional engineering services necessary to complete preliminary design for EN17043 and EN17110.

Additional Scope of Work Items

The additional scope of work for each project is presented below.

Project EN17043

- Rehabilitate influent piping manhole risers. Manholes riser bricks located within air space are exposed/deteriorated and in need of repair (EN17043).
- Headworks screenings enclosure currently does not have an emergency manual access door. Install a manual entry doorway on headworks screening enclosure, and/or investigate manual capability of existing roll-up doors. The manual door would be available if both motorized doors were to fail (EN17043).
- Clean, repair and coat interior wet well concrete surfaces. Existing concrete walls in fair condition with exposed aggregate (EN17043).
- Rehabilitate/recoat submerged and partially submerged wet well ductile iron and steel piping (EN17043).
- Clean, repair and coat visible damage to exposed concrete in Grit Chamber No. 2 and to Grit Chambers influent channel and splitter box - clean, repair and coat interior concrete surfaces (EN17043).
- Provide temporary bypass during construction required for Grit Chambers common influent channel rehab (EN17043).
- Repair/rehabilitate aeration basins concrete where cracking and spalling have occurred. Perform a high pressure, high solids epoxy crack injection sealing process to all leaking cracks in the concrete walls. Perform rehabilitation of concrete substrates where spalling has occurred and exposed rebar is visible (EN17043).
- Rehabilitate aeration basins coating system for deteriorated ductile iron pipe (EN17043).
- Perform rehabilitation of concrete for secondary clarifiers where spalling has occurred (EN17043).

- For secondary clarifiers repair pits on the center column, remove existing coating material on carbon steel components and replace with a new high-performance coating system (EN17043).
- Condition of influent sewer is being assessed by IEUA operations/maintenance using video technology. Based on these findings, relining of this pipeline may be required. Relining of influent sewer currently included as part of project charter. This work would also require temporary bypass during construction (EN17043).
- Provide permanent structure for existing influent sample station, including concrete slab on grade (EN17043).
- Review existing fine screens design and installation. If possible, make improvements to prevent solids, rags, etc. from passing fine screens and negatively impacting downstream processes (EN17043).
- Provide temporary bypass during construction of north and south pump station necessary for wet well recoating efforts and for new pumping configuration (EN17043).
- Add H₂S ventilation for channel/chamber air spaces for grit chamber channels and primary influent splitter box (EN17043).
- Clean or replace interconnecting pipeline between Grit Chamber No. 1 and Grit Chamber No. 2 (EN17043).

Project EN17110

- Install a flow meter on the passive overflow bypass. Consider simple meter installed within existing manhole, accuracy not a significant concern. The flow meter will be able to record flow that is bypassed upstream of the preliminary treatment process. The flow meter shall be tied into the plant SCADA for instantaneous reading and data collection (EN17110).
- Replace Aqua Disk Filter effluent covers with solid covers to reduce sunlight. The aqua disk effluent covers shall be able to be removed by a single person, covered for UV protection, and designed for foot traffic (EN17110).
- Abandon south pump station and add two VFD submersible pumps to north pump station for better operational flexibility and mixing. Existing south pump station constant speed pumps are 20 plus years old and have reached their useful life. Solids settling is also an issue in south pump station considering current operations where south pump station does not operate on average six hours per day. Flow diversion structure downstream of fine screens and below grade pipeline to north pump station required. Abandoned south pump station to be backfilled with fill/sand material (EN17110).
- Add sump drains and sump pumping system and piping for leaky air valves for primary sludge and scum valve station (EN17110).
- Install 2-inch utility water connection to scum line for back flushing scum box. Provide double check backflow preventer to prevent backflow (EN17110).
- Rehab/reconfigure primary sludge wasting station flow meters and piping to eliminate "empty pipe" meter alarm. Consider installation of sludge and scum pumps (EN17110).

- High speed turbo blowers to be considered as part of preliminary design. Project includes costs for replacing two existing Turblex blowers and one existing Kawasaki blower with three high speed turbo blowers. Replacement of existing Kawasaki blower with new blower similar to existing Turblex blowers also to be considered as part of preliminary design. Business case evaluation to be performed (EN17110).
- Provide local and SCADA control of aeration basins instrument air compressors Nos. 1 and 2 (EN17110).
- Consider relocating mixed liquor wasting station flow meter to secondary influent splitter box as part of preliminary design (EN17110).
- Addition of pumping capability likely needed for pipeline to Etiwanda Avenue sewer. Add central flow meter to monitor all flows leaving the facility via new connection to Etiwanda Avenue sewer (EN17110).
- Provide design only options for new drainage system for existing aeration basins. Currently, existing aeration basins very difficult to fully drain for maintenance purposes (EN17110).
- Replace tipping trough in all three clarifiers and associated hardware, include replacement/refurbishment of wooden skimmers and metal framing (EN17110).
- Automate middle gate in secondary effluent splitter box to aid in emergency operations associated with tertiary disk filtration system (EN17110).
- Evaluate the possibility of installing underground piping to interconnect existing chlorine contact basins (CCBs). In the future we may need to operate only one CCB treating effluent from both filters (EN17110).
- Install wiring and SCADA logic for CCB1A and CCB2 chlorine analyzers sample pumps to allow for monitoring through SCADA, thereby reducing number of regular operator trips to the field (EN17110).

Amendment Estimate

Carollo has identified the additional engineering services to develop and deliver preliminary design for the additional project scope of work for EN17043 and EN17110. We developed estimates for additional design services for each project using a bottoms-up approach. This approach includes identification of project elements and tasks necessary to complete preliminary design of the project followed by level-of-effort hours estimate for each project element and task. General preliminary design project elements and tasks for the bottoms-up level-of-effort estimation approach include:

- Additional Technical Memoranda - listed below for this project amendment.
- Preliminary Design Report.
- Construction cost estimates.
- Additional preliminary design workshops - listed below for this project amendment.

Through the Project Charter process additional project Technical Memoranda (TMs) incorporating Business Case Evaluations have been identified for preparation as part of the preliminary design process. These memoranda were not included in the original scope and are in addition to the three already included in the current Agreement's scope of work, and described as follows:

- TM No. 4 - Influent Pipe Slip Lining Evaluation.
- TM No. 5 - Coating Systems Evaluation.
- TM No. 6 - Influent Pump Station Evaluation.
- TM No. 7 - Grit Chamber No. 1 Options Evaluation.
- TM No. 8 - ML/RAS Wasting Evaluation.
- TM No. 9 - Secondary Clarifier Catwalk Evaluation.
- TM No. 10 - Odor Control System Evaluation.
- TM No. 11 - Aeration Basins Drainage Options Evaluation.
- TM No. 12 - Chlorine Contact Basins Interconnection Evaluation.
- TM No. 13 - Automation Evaluation.

In order to effectively convey preliminary design and technical memoranda concepts and to obtain valuable feed-back from IEUA operations and maintenance staff additional preliminary design workshops are included, and described as follows:

- A three-hour workshop to present technical memorandum group No. 2 followed by a three-hour workshop to obtain operations and maintenance feedback on technical memorandum group No. 1. This will be day long workshop consisting of two three hour sessions.
- A three-hour workshop to present technical memorandum group No. 3 followed by a three-hour workshop to obtain operations and maintenance feedback on technical memorandum group No. 2. This will be day long workshop consisting of two three hour sessions.
- A three-hour workshop to present preliminary design report (PDR) followed by a three-hour workshop to obtain operations and maintenance feedback on technical memorandum group No. 3. This will be day-long workshop consisting of two three hour sessions.

Our proposed preliminary design fee for the additional scope of work described above is summarized below and shown in detail in the attached fee estimate.

Table 2 summarizes the additional fee required to complete preliminary design for EN17043 and EN17110 considering the additional scope of work described above. The table shows a breakdown of what was included in our current Agreement based on the scope in the RFP and what has been added as a result of the additional scope items. Level-of-effort for additional project management, detailed design, engineering services during construction (ESDC) and construction management (CM) have not been included; other than what was already included in the Agreement's original scope of work.

Table 2 Amendment No. 2 Budget

Project Scope Item	Fee Based on RFP-RW-16_021 October 2016	ADDITIONAL Preliminary design fee for full Project Charter	Total Amounts for EN17043 & EN17110
Project EN17043			
PM ⁽²⁾ and Design Workshops	\$ 61,562	\$ 18,420	\$ 79,982
Engineering Services	\$ 178,189	\$ 69,270	\$ 247,459
<i>Environmental Document Coordination ⁽²⁾</i>	<i>\$ 5,171</i>	<i>\$ - ⁽²⁾</i>	<i>\$ 5,171</i>
<i>Survey, Potholing, and Geotech ⁽²⁾</i>	<i>\$ -</i>	<i>\$ - ⁽²⁾</i>	<i>\$ -</i>
<i>Pre-design</i>	<i>\$ 39,829</i>	<i>\$ 69,270</i>	<i>\$ 109,099</i>
<i>Contract Documents Development ⁽²⁾</i>	<i>\$ 78,587</i>	<i>\$ - ⁽²⁾</i>	<i>\$ 78,587</i>
<i>Drawings and Specs (sheets) ⁽²⁾</i>	<i>14</i>	<i>\$ - ⁽²⁾</i>	<i>14</i>
<i>Bid Support ⁽²⁾</i>	<i>\$ 5,857</i>	<i>\$ - ⁽²⁾</i>	<i>\$ 5,857</i>
<i>ESDCs ⁽¹⁾⁽²⁾</i>	<i>\$ 48,745</i>	<i>\$ - ⁽²⁾</i>	<i>\$ 48,745</i>
Construction Management ⁽²⁾	\$ 96,907	\$ - ⁽²⁾	\$ 96,907
EN17043 SUBTOTAL	\$ 336,658	\$ 87,690	\$ 424,348
Project EN17110			
PM ⁽²⁾ and Design Workshops	\$ 181,250	\$ 42,980	\$ 224,230
Engineering Services	\$ 593,380	\$ 225,566	\$ 818,946
<i>Environmental Document Coordination ⁽²⁾</i>	<i>\$ 5,171</i>	<i>\$ - ⁽²⁾</i>	<i>\$ 5,171</i>
<i>Survey, Potholing, and Geotechnical ⁽²⁾</i>	<i>\$ -</i>	<i>\$ - ⁽²⁾</i>	<i>\$ -</i>
<i>Pre-design</i>	<i>\$ 99,040</i>	<i>\$ 225,566</i>	<i>\$ 324,606</i>
<i>Contract Documents Development ⁽²⁾</i>	<i>\$ 277,146</i>	<i>\$ - ⁽²⁾</i>	<i>\$ 277,146</i>
<i>Drawings and specification ⁽²⁾</i>	<i>60</i>	<i>\$ - ⁽²⁾</i>	<i>60</i>
<i>Bid Support ⁽²⁾</i>	<i>\$ 8,275</i>	<i>\$ - ⁽²⁾</i>	<i>\$ 8,275</i>
<i>ESDCs ⁽¹⁾⁽²⁾</i>	<i>\$ 203,748</i>	<i>\$ - ⁽²⁾</i>	<i>\$ 203,748</i>
Construction Management ⁽²⁾	\$ 177,570	\$ - ⁽²⁾	\$ 177,570
EN17110 TOTAL	\$ 952,200	\$ 268,546	\$ 1,220,746
EN17043 and EN17110 TOTALS	\$ 1,288,858	\$ 356,236	\$ 1,645,094
Notes:			
(1) Engineering Services During Construction			
(2) Additional PM, Detailed Design, ESDC and Construction Management Services not included at this time.			

Mr. Jerry Burke
Inland Empire Utilities Agency
October 9, 2017

Page 7

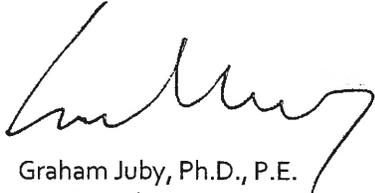
TOTAL ORIGINAL AGREEMENT	\$ 1,288,858
TOTAL AMENDMENT No. 1 (EN17110.01)	\$ 454,858
TOTAL AMENDMENT No. 2 (EN17043 & EN17110)	\$ 356,236
NEW CONTRACT TOTAL	\$ 2,099,952

Based on our review of the additional scope of work, Carollo requests that IEUA review the attached document and scope of work for discussion. Once the final scope of work and fee has been agreed upon, an amendment to the existing Agreement will need to be issued.

Please let the undersigned know if you have any questions, information requests, or if you would like to sit down and review the scope of work and fee.

Sincerely,

CAROLLO ENGINEERS, INC.



Graham Juby, Ph.D., P.E.
Vice President



Roland Pilemalm, P.E.
Associate Vice President

GJ/RPI:jrb

Inland Empire Utilities Agency
RP-4 Primary Clarifier Rehabilitation and Process Rehabilitation, Project Nos. EN17043, EN17110 and EN17110.01
Work Breakdown Structure and Fee Estimate - Amendment No. 2 (EN17043 & EN17110)

Task Description	ESTIMATED LABOR HOURS														SUBS	TOTAL COSTS			
	Senior Professional	Lead Project Professional	Project Professional	Professional	Assistant Professional	Senior Technician	Technician (CAD)	Construction Manager	General Inspector	Scheduler	Electrical Inspector	Document Processing	Total Hours (incl sub hours)	Geotechnical, Survey and Materials Test		Labor Cost	PECE	Other Direct Costs	Total Costs
Hourly Rate	\$265	\$252	\$230	\$194	\$159	\$167	\$119	\$160	\$145	\$175	\$145	\$110							
EN17043																			
Task 1 - Project Management (EN17043)																			
1.1.1: Preliminary Design Workshops	8	16	30	8	16								2	80					
Sub-total - Task 1	8	16	30	8	16	0	0	0	0	0	0	0	2	80	\$0	\$17,368	\$936	\$116	\$18,420
Task 2 - Design Services (EN17043)																			
2.1: Verify Existing Conditions			4	4	4									12					
2.3.1: Draft TMs																			
TM 4: Influent Pipe Slip Lining Evaluation	2	8	16		24								4	54					
TM 5: Coating Systems Evaluation	2	8	16		24								4	54					
2.3.2: Final TMs	2	4	6		16								4	32					
2.4.1: 30% Design	6	7	11	11	42	13	65							154					
2.4.1.1: Draft PDR	2	4	6	2	12	2	4						4	36					
2.4.1.2: Final PDR	2	4	4	2	6	2	2						2	24					
Sub-total - Task 2	16	35	63	19	128	17	71	0	0	0	0	0	18	366	\$0	\$64,643	\$4,278	\$350	\$69,270
Sub-total EN17043	24	51	93	27	144	17	71	0	0	0	0	0	20	446	\$0	\$82,011	\$5,214	\$466	\$87,690
EN17110																			
Task 4 - Project Management (EN17110)																			
4.1.1: Preliminary Design Workshops	18	36	74	18	36								2	184					
Sub-total - Task 4	18	36	74	18	36	0	0	0	0	0	0	0	2	184	\$0	\$40,298	\$2,153	\$528	\$42,979
Task 5 - Design Services (EN17110)																			
5.1: Verify Existing Conditions			8	8	8									24					
5.3.1: Draft TMs																			
TM 6: Influent Pump Station Evaluation	4	12	20		60		8						4	108					
TM 7: Grit Chamber No. 1 Options Evaluation	2	8	16		40		4						4	74					
TM 8: ML/RAS Wasting Evaluation	2	8	12		40		4						4	70					
TM 9: Secondary Clarifier Catwalk Evaluation	2	8	16		24		4						4	58					
TM 10: Odor Control System Evaluation	2	4	12		32		4						4	58					
TM 11: Aeration Basins Drainage Options Evaluation	2	8	16		24		4						4	58					
TM 12: CCB Interconnection Evaluation	2	4	12		32		4						4	58					
TM 13: Automation Evaluation	2	8	16		24		4						4	58					
5.3.2: Final TMs	8	16	12		32		8						12	88					
5.4.1: 30% Design	20	24	33	33	134	39	164							446					
5.4.1.1: Draft PDR	4	8	16	2	24	2	4						4	64					
5.4.1.2: Final PDR	2	4	6	2	12	2	2						2	32					
Sub-total - Task 5	52	112	195	45	486	43	214	0	0	0	0	0	50	1196	\$0	\$210,823	\$13,993	\$750	\$225,566
Sub-total EN17110	70	148	269	63	522	43	214	0	0	0	0	0	52	1,380	\$0	\$251,121	\$16,146	\$1,278	\$268,545
TOTAL	94	199	362	90	666	59	284	0	0	0	0	0	72	1,826	\$0	\$333,132	\$21,360	\$1,744	\$356,236

**ACTION
ITEM**

4A

Date: November 15, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee:

Contact: P. Joseph Grindstaff, General Manager

Subject: ACWA 2017 President and Vice President Election

Executive Summary:

The Association of California Water Agencies (ACWA) will hold a General Session Membership meeting on Wednesday, November 29, at the 2017 Fall Conference in Anaheim, California. The purpose of the meeting is to formally nominate and elect ACWA's President and Vice President for the 2018-19 term, and to conduct a vote by the membership on the proposed amendments to ACWA's Bylaws, as recommended by the ACWA Board of Directors at its meeting on September 29, 2017.

ACWA issues each member agency a proxy designation form to complete. The designated voting representative is required to register and sign as the proxy holder to receive a proxy card, which are only available for pick up on Wednesday, November 29, at the ACWA conference.

Also, the ACWA Nominating Committee has recommended Mr. Brent Hasteley as their candidate to serve in the role of ACWA President, and Mr. Steven E. LaMar as their candidate to serve in the role of ACWA Vice President for the 2018-19 term. Mr. Hasteley's and Mr. LaMar's letters and qualifications are attached.

Staff's Recommendation:

1. Designate an IEUA voting representative, who must be present at the November ACWA 2017 Fall Conference, by completing the proxy designation form; and
2. Adopt Resolution No. 2017-11-7, supporting the nomination of Mr. Brent Hasteley as the ACWA President, and Mr. Steven E. LaMar as the ACWA Vice President.

Budget Impact *Budgeted* (Y/N): N *Amendment* (Y/N): N *Amount for Requested Approval:*

Account/Project Name:

Fiscal Impact (explain if not budgeted):

There is no impact to the fiscal budget.

Prior Board Action:

On July 15, 2015, the Board adopted Resolution No. 2015-7-3, supporting the nomination of Kathleen Tiegs as the ACWA President.

Environmental Determination:

Not Applicable

Business Goal:

Attachments:

- Attachment 1 - General Session/Election Procedures for ACWA 2017 Fall Conference
- Attachment 2 - ACWA Bylaws with Proposed Amendments
- Attachment 3 - ACWA Proxy Designation Form
- Attachment 4 - Letter and Qualifications from Mr. Brent Hestey and Steven E. LaMar
- Attachment 5 - Resolution No. 2017-11-7, Supporting the Nominations of Mr. Brent Hestey for ACWA President, and Mr. Steven E. LaMar for ACWA Vice President

ATTACHMENT 1

GENERAL SESSION/ELECTION PROCEDURES FOR ACWA 2017 FALL CONFERENCE

The following information is provided to inform the ACWA member agency delegates attending the 2017 Fall Conference of the procedures to be used pertaining to the nomination and election of ACWA officers and the vote by the membership on proposed amendments to the bylaws during the General Session Membership Meeting.

PROXY CARDS – (REQUIRED FOR VOTING)

ACWA will issue each member agency **present** one proxy card for voting purposes based on the designated voting representative identified by the member agency. In order to vote during the General Session Membership Meeting, the designated voting representative is required to register and sign as the proxy holder by 12:00 p.m. on Wednesday, November 29. Upon registration and sign-in, the voting delegate will receive the required proxy cards. Proxy cards will be available for pick-up on **Wednesday, November 29, between 9:00 a.m. and 12:00 p.m.** at the ACWA General Session Desk in the main foyer outside of the **Marquis Ballroom Center, Marriott Anaheim**. The luncheon and General Session Membership Meeting will be held in the Platinum Ballroom 1-6.

GENERAL SESSION MEMBERSHIP MEETING, WEDNESDAY, NOV. 29 (DOORS OPEN AT 1:05 P.M.)

1. The General Session Membership Meeting will be called to order at 1:20 p.m. and a quorum will be determined. The presence of 50 authorized voting representatives is required to establish a quorum for transacting business.
2. Legal Affairs Committee Chair Jeni Buckman will provide an overview of the agenda and election procedures.
3. Nominating Committee Chair John Coleman will present the committee's report and announce the candidate for ACWA President.
4. President Kathy Tiegs will call for floor nominations for ACWA President.
5. If there are no floor nominations for President, the election will proceed. President Tiegs will close the nominations and delegates will vote by holding up their "Yes" or "No" proxy voting cards.
6. If there are floor nominations for President, the nomination will follow the procedures established by Article 9 of ACWA's Bylaws, stating floor nominations and seconds must be supported by a resolution of the governing body of the member agency making and seconding such nomination. **Note: If there are floor nominations, the election of officers will proceed during Wednesday's General Session as outlined below and the proposed bylaws amendments will move to the Thursday General Session Membership Meeting as outlined in item 12 below.**
 - a. Ballots will be distributed to the voting delegates.
 - b. Delegates will complete their ballots and place them in the ballot box, which will be centrally located in the Platinum Ballroom 1-6 meeting room.
 - c. Tellers' Committee will count the ballots. President Tiegs has appointed the following staff members to serve as the Tellers' Committee: Clerk of the Board Donna Pangborn; Director, Business Development & Events Paula Currie; and Executive Assistant Lili Vogelsang.
 - d. Legal Affairs Committee Chair Jeni Buckman will serve as the proctor to oversee the ballot counting process.
 - e. Candidates are welcome to designate an observer to be present during the ballot counting process.
 - f. Results of the ballot count will be announced. Election of ACWA's officers will be determined by a majority of the members present and voting. If any one candidate does not receive a majority of the vote, successive ballot counts will be conducted until a candidate is elected, consistent with Robert's Rules of Order.

7. Nominating Committee Chair John Coleman will announce the candidate for ACWA Vice President.
8. President Kathy Tiegs will call for floor nominations for ACWA Vice President.
9. If there are no floor nominations for Vice President, the election will proceed. President Tiegs will close the nominations and delegates will vote by holding up their "Yes" or "No" proxy voting cards.
10. If there are floor nominations for Vice President, the nominations will follow the procedures described in item 6 above, and the election will proceed according to the steps outlined in 6.a. through 6.f.

IF THERE ARE NO FLOOR NOMINATIONS FOR THE ELECTION OF OFFICERS, THE WEDNESDAY GENERAL SESSION MEMBERSHIP MEETING WILL PROCEED WITH A VOTE ON THE PROPOSED AMENDMENTS TO THE BYLAWS.

11. Legal Affairs Committee Chair Jeni Buckman will provide an overview of the proposed amendments to the bylaws.
 - a. Consideration of amendments to the bylaws.
 - b. Request for motion / second from the floor to approve the proposed amendments to the bylaws.
 - c. Discussion of proposed amendments.
 - d. Opportunity for members to offer changes to proposed amendments to the bylaws. Any proposed changes to the bylaw amendments as currently proposed require **a majority vote of the voting members present**.
 - e. Call for the question. A two-thirds vote of the members present and voting is required to amend the ACWA Bylaws.

IF THERE ARE FLOOR NOMINATIONS FOR THE ELECTION OF OFFICERS, THE OVERVIEW AND VOTE ON THE PROPOSED AMENDMENTS TO THE BYLAWS WILL BE TAKEN UP AT THE GENERAL SESSION MEMBERSHIP MEETING ON THURSDAY AS FOLLOWS.

12. The vote by the membership on the proposed amendments to the bylaws will occur at the Thursday, General Session Membership Meeting, at the Platinum Ballroom 1-6, Anaheim Marriott, at 1:20 p.m.
 - a. The General Session Membership Meeting will be called to order at 1:20 p.m. and a quorum will be determined. The presence of 50 formally designated voting representatives is required to establish a quorum for transacting business.
 - b. Legal Affairs Committee Chair Jeni Buckman will provide an overview of the proposed bylaws amendments.
 - c. The meeting will proceed according to the steps outlined 11.a. through 11.e. above.

ATTACHMENT 2



BYLAWS of the Association of California Water Agencies

Proposed Amendments – redline version: September 29, 2017



TABLE OF CONTENTS

Article 1 – General	1
Article 2 – Membership and Dues	2
Article 3 – Officers.....	3
Article 4 – Board of Directors.....	4
Article 5 – Regions	7
Article 6 – Executive Committee.....	8
Article 7 – Standing Committees	10
Article 8 – Special Councils, Committees, and Task Forces	14
Article 9 – Meetings of Members	14
Article 10 –Indemnification of Directors, Officers, and Other Agents.....	17
Article 11 – Miscellaneous	17



BYLAWS OF THE
ASSOCIATION OF CALIFORNIA WATER AGENCIES

(As amended by the Members on December 2, 2015)

ARTICLE 1 – GENERAL

Section 1. Name. The name of this California nonprofit corporation shall be the Association of California Water Agencies (hereinafter referred to as the Association).

Section 2. Principal Office. The principal office for the transaction of business of the Association is located at 910 K Street, Suite 100, Sacramento, California; provided, however, that the Board of Directors may change the location of the principal office by resolution and without amendment of these bylaws.

Section 3. Purposes. The purposes of the Association shall be to work together with its members and others for the best interests of California and its citizens and landowners who use, need and depend upon water; to encourage the orderly development of the waters of the state; to seek means of obtaining and making available to all of California a dependable water supply of the best possible quality at the lowest possible cost, giving due consideration to environmental factors involved therein; to provide inspiration and leadership in meeting and solving the water supply problems of this state; to propose and advocate such policies and measures—local, state and federal—that serve the best interests of the Association, opposing those of contrary nature; to assist in promoting the health, safety and welfare of the employees of its members; and to do all other things that are in the best interests of its members.

ARTICLE 2 – MEMBERSHIP AND DUES

Section 1. Membership.

- A. **Members.** Only a public district, public agency, or public organization created and operated for the purpose of controlling, treating, developing, acquiring, using or supplying water for any purpose for inhabitants or lands within the state of California, or for the protection, drainage or reclamation of lands within the state of California, may become a member of the Association. Such an entity will become a member upon written application, approval by the Board of Directors, and the payment of the required dues. Acceptance to membership shall authorize full participation in Association activities. Except as otherwise provided in subsection (B) below, in no case may an organization other than a state, a political subdivision (as defined in § 1.103-1(b) of the Income Tax Regulations) of a state or an entity the income of which is excluded from gross income under § 115 of the Internal Revenue Code be a member of the Association.
- B. **Honorary Life Members.** Any person who has rendered conspicuous service in furthering the purposes of the Association may, by vote of the Board of Directors, be granted an honorary life membership in the Association without payment of dues or assessments. All past presidents of the Association shall automatically be honorary life members without vote of the Board of Directors. Honorary life members shall not be entitled to a vote or to hold office automatically because of their status as honorary life members.
- C. **Termination of Members.** Membership shall cease upon the failure of any member to pay the dues provided for in Section 2 of this Article. The membership of any member may be terminated at any time by such member sending written notification of its intention to withdraw to the Association's principal office. The Board of Directors may terminate the membership of any member upon 30 days' written notice by first-class mail when it is determined at any regular Board meeting or at any special Board meeting called for that purpose that continuance of such membership would not be in the best interests of the Association. Withdrawal or termination of membership ends any participation in Association activities and shall terminate a member's interest in the Association's assets.

Section 2. Dues. The annual dues of each member of the Association shall be established by the Board of Directors; provided, however, that any member may apply for a change in its dues because of conditions that differentiate such applicant from other members.

Section 3. Liability of Members. No member shall be liable for any obligation incurred by the Association with the following exception: (1) the payment of the annual dues while it remains a member; and (2) the payment of emergency assessments, which shall not exceed 10 percent of current annual dues for each member in any calendar year while it remains a member. No emergency assessment may be levied against any member during its first two years of membership in the Association.

ARTICLE 3 – OFFICERS

Section 1. President and Vice President.

- A. **General.** The president and vice president of the Association shall be the elected officers of the Association. At the time of their election the president and vice president shall each be an elected or appointed member of the governing body or commission (as appropriate) of a member agency of the Association. The president and vice president shall be elected by the members of the Association at its fall conference in each odd-numbered year, shall take office on January 1 of the calendar year following election, and shall hold office until such time as their successors take office or are appointed. An elected president shall not be permitted to succeed himself/herself to that office. Except as provided in this Article, should vacancies occur in either office of the president or vice president, the Board of Directors shall appoint persons to fill such offices for the unexpired terms thereof.
- B. **President.** The president shall preside at all meetings of the Board of Directors, the Executive Committee, and the general membership; shall appoint members of all committees, including the chair and vice chair of each, upon recommendation from members and regions (as communicated by the region chairs), with each such committee chair and vice chair ratified by the Board of Directors; and shall perform all other duties necessary to carry out the functions of the office. The president shall be a non-voting *ex officio* member of each committee, but shall not be an *ex officio* member of the Nominating Committee or the region boards.

The president may be expelled from office with or without cause, upon the satisfaction of the following two events: (1) a two-thirds vote of the Board of Directors; and (2) a subsequent simple majority vote of the members of the Association during a meeting of the membership.

- C. **Vice President.** The vice president shall, in the absence of the president, assume all of the duties of that office and, if a vacancy occurs, succeed thereto for the unexpired term. The vice president shall sit as a member of the Executive Committee of the ACWA Joint Powers Insurance Authority and shall perform such other duties as assigned by the president.

Section 2. Executive Director/Secretary and Controller/Treasurer.

- A. **General.** The executive director/secretary and controller/treasurer of the Association shall also be officers of the Association. The executive director/secretary shall be appointed by and hold office at the pleasure of the Board of Directors of the Association.
- B. **Executive Director/Secretary.** The executive director/secretary shall: (1) advise and assist the Board of Directors, all committees, the boards of each region, and the workgroups of each region; (2) be responsible for administering the total operations of the Association; (3) employ, direct, and release all employed staff in accordance with the policies adopted by the Board of Directors and consistent with the budget adopted by the Board of Directors; (4) provide relevant

information to the Board of Directors needed by the Board to take actions; (5) give members notice and record minutes of all meetings of the membership, Board of Directors, and Executive Committee; and (6) have such other powers and perform such other duties as may be provided and assigned by the Board of Directors directly or through the president of the Board or the Executive Committee. The executive director/secretary, with the assistance of the controller/treasurer, shall render a report to the Board of Directors at the first meeting following the close of each calendar year showing the membership of the Association, the receipts and expenditures during the year, and the work accomplished during the previous year.

- C. **Controller/Treasurer.** The controller/treasurer shall report to and act under the direction of the executive director/secretary. The controller/treasurer shall be a signatory on all accounts held by the Association and shall act as a fiduciary for all assets of the Association.

ARTICLE 4 – BOARD OF DIRECTORS

Section 1. Membership. The Board of Directors shall consist of:

- A. The Association president and vice president.
- B. The chair and vice chair of each region.
- C. The chair of each standing committee.
- D. The most immediate active past president.
- E. The vice president of the ACWA/Joint Powers Insurance Authority.

Section 2. Term of Office. The term of office of all members of the Board of Directors shall commence on January 1 of the calendar year following election of the president and vice president, except for those persons who serve on the Board of Directors by nature of their position as chairs of standing committees, whose terms shall instead commence upon their ratification by the Board of Directors. Except as provided in Article 4, Section 11, the term of office for all members of the Board of Directors shall terminate on December 31 of the following odd-numbered year two years later, or until their successors take office.

Section 3. Attendance Requirement. Any member of the Board of Directors who misses two consecutive regular Board meetings without being excused by the Board will no longer be a member of the Board of Directors.

Section 4. Regular Meetings. Regular meetings of the Board of Directors shall be held bimonthly at such times and places as the Board may determine.

Section 5. Special Meetings. Special meetings may be called by the president upon the president's own volition or shall be called by the president when requested in writing by five directors. Prior to conducting such a special meeting, the president shall consult with the Executive Committee to ensure

that adequate information is available to the Board of Directors for any necessary decisions; and where such meeting is called upon the president's own volition, the president shall also consult with the Executive Committee as to the necessity of the special meeting. Notice for special meetings shall be provided in the following manner: (1) upon 10 days' written notice sent by mail to each director and addressed to each at the address as shown upon the records of the Association; or (2) upon 48 hours' notice with notice provided by electronic means. When the meeting is called upon the president's own volition, the president shall choose the form of notice; when the meeting is called by a request of five directors, the five directors shall choose the form of notice and the president shall promptly call the meeting. No business except those items described in the notice shall be transacted at any special meeting, except by consent of three-fourths of the members of the Board of Directors present.

Section 6. Meeting Requirements and Quorums. Any meeting, regular or special, may be held in person or by telephone conference, web video conference, or other electronic video screen communication or electronic transmission. At any meeting of the Board of Directors, the attendance of 50 percent of the voting members of the Board of Directors, or their permitted alternates as specified in these bylaws, shall constitute a quorum for the transaction of any business. The Board may hold a closed session for discussion of personnel matters or enforcement of violations of the code of conduct.

Section 7. Alternates. Each region shall designate an alternate for each chair and vice chair, who shall meet the qualification requirements for chair and vice chair, to act at meetings of the Board of Directors when the chair or vice chair is unable to attend. The vice chair of each standing committee will be the alternate to act at meetings of the Board of Directors when the chair is unable to attend. An alternate may not act or vote on behalf of more than one member of the Board of Directors. A member of the Board of Directors may not act as an alternate for any other member.

Section 8. Vacancies for Standing Committee Chairs and Vice Chairs. Should a vacancy occur in the office of any standing committee chair or vice chair before the end of the term, the president shall appoint a new committee chair or vice chair to fulfill the unexpired term of such committee chair or vice chair subject to ratification by the Board of Directors. A vacancy in the office of any such standing committee chair or vice chair as described in the previous sentence shall be deemed to exist when the chair or vice chair: (1) resigns the office; (2) no longer is an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member agency of the Association to represent that member; or (3) is otherwise removed by a member agency of the Association.

Section 9. Duties, Authorities, and Delegation. Subject to the provisions and limitations of California Nonprofit Corporation Law, other applicable laws, and the provisions of these bylaws, the Association's activities and affairs are to be exercised by or under the direction of the Association's Board of Directors. The Board of Directors is responsible for the overall supervision, control, and direction of the Association. The Board of Directors shall: (1) employ and release the executive director/secretary; (2) set performance expectations for the executive director/secretary; (3) receive, review, and consider approval of executive director/secretary recommended compensation, other terms and conditions of

employment, and annual evaluations as prepared by the Executive Committee; (4) annually adopt a budget; and (5) set the level of dues for the Association. Except as to the duties listed in the previous sentence, and subject to Article 3, Section 2, the Board of Directors may delegate the supervision, control, and direction of the Association's affairs to any person or group, including a committee, provided the Association Board retains ultimate responsibility for the actions of such person or group. Where such powers are delegated, the delegation shall be documented in writing.

Section 10. Immediate Past President. The immediate past president automatically assumes this position after serving as the Association's elected president and is a voting member of the Board of Directors and Executive Committee. The term of office for the immediate past president shall commence on January 1 of the calendar year following election of the president and vice president and shall terminate on December 31 of the following odd-numbered year two years later. In the event the most immediate active past president is unavailable to serve, the most recent and available active past president in succession shall serve in this capacity.

Section 11. Code of Conduct of Board Members.

- A. **Code of Conduct: Purpose and Adoption.** The Board of Directors shall establish, and update as appropriate, a code of conduct for its Directors that recognizes the Association's commitment of integrity, respect, and fair representation to its members and the public they serve and establishes minimum ethical standards for the performance of the duties of office. The code shall be consistent with the procedural processes contained in this section. The code shall be distributed to all new Directors and shall be distributed annually to all members of the Association.

- B. **Violations and Enforcement Process.** A violation of the code of conduct may result in removal, public censure, or private reprimand of a Director, or such other action as contained in the code of conduct. However, removal and public censure shall be reserved only for serious violations. A Director may not be removed or publically censured absent an affirmative vote of two-thirds of the voting members of the Board of Directors. A Director may be privately reprimanded for a violation of the code of conduct upon the majority vote of the quorum. Complaints of violation of the code of conduct may be filed with the president, or the vice-president if the allegations are made against the president. The president may refer a complaint of violation to the executive director/secretary for investigation. The executive director/secretary may retain a special investigator or special counsel to conduct or assist the investigation. A Director accused of a violation shall be provided a copy of the complaint. A Director that takes any hostile or retaliatory action, directly or indirectly, against a complainant is subject to removal from the Board in conformance with the process identified above. Prior to scheduling a Board action on a complaint, the president shall consult with the Executive Committee and the chair of the Legal Affairs Committee. A Director accused of a violation of the code of conduct shall be provided at least 15 days' written notice of any meeting of the Board at which a determination of enforcement will be considered. A determination of enforcement may be made only at a regular

meeting of the Board and shall be made in closed session. The determinations of the Board under this section shall not be admissible in any criminal or civil proceeding brought against the Director for conduct that violates any other law.

ARTICLE 5 – REGIONS

Section 1. Boundaries of Each Region.

- A. There shall be a maximum of 10 regions within the state. The Board of Directors shall determine the regional boundaries. Insofar as is practicable, the regions shall have a numerical balance in members of the Association; make geographic sense; and promote regional problem solving.
- B. A member of the Association may file a written petition to the Board of Directors requesting a change in regions. Such petition shall set forth the reasons for such requested change. The Board shall, within a reasonable time, act upon such petition and set forth the reasons for its action. Such action by the Board shall be based on factors in (A) above, as well as others deemed by the Board of Directors to be relevant to the decision.

Section 2. Officers.

- A. The officers of each region shall be a chair and vice chair and three to five region board members who shall be elected by the region by September 30, or the preceding Friday if September 30 falls on a weekend, of odd-numbered years. A region may maintain a board of fewer than five but not less than three members as provided in the region's rules and regulations. The officers of the region board shall take office on January 1 of the calendar year following election and shall hold office for two years, or until their successors take office. Regions shall hold elections by electronic ballot. ACWA staff shall verify the legitimacy of the ballots.
- B. The officers of each region shall: (1) exercise the powers and perform duties of the region during the interim between region meetings; and (2) make recommendations to the president regarding appointments to committees. The chair and vice chair shall be the region's representatives to the ACWA Board of Directors.
- C. Each officer of a region shall be an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member agency of the Association to represent that member at the time of the appointment. Where an individual ceases to meet these criteria during the term of the office, the individual may not serve during the remaining term of that office unless that individual can again meet the criteria for the office and is appointed to complete the term. The region board may adopt more stringent criteria for board member qualifications as part of the region's rules and regulations.
- D. Should a vacancy occur in any of the region board positions before the end of the term, the remaining members of the region board shall appoint a new member. A vacancy in the office of

BYLAWS OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES

any region board position shall be deemed to exist when a region board member: (1) resigns the office; (2) no longer is an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member of the Association to represent that member; or (3) is otherwise removed by a member agency of the Association.

Section 3. Nominating Committees. There shall be a nominating committee for each region consisting of three or more designees, each representing a member of the Association located within the region, appointed by the chair of the region and approved by the region board. Nominating committees shall be formed by February 28 of each odd-numbered year. The nominating committee shall announce its nominations for chair, vice chair, and region board members by August 1 of an election year. All regions must complete the election process by September 30 of the election year, or the preceding Friday if the September 30 falls on a weekend.

Section 4. Meetings. The meetings of each region shall be held at both the spring and fall conferences and at such other times and places as may be determined by the region chair. Representatives of five or more members of the Association from the region present at any region meeting shall constitute a quorum for purposes of conducting the business of the region. Any meeting, regular or special, may be held in person or by telephone conference, web video conference, or other electronic video screen communication or electronic transmission.

Section 5. Workgroups. Workgroups may be appointed by the region chair as needed.

Section 6. Rules. Each region shall organize and adopt rules and regulations for the conduct of its meetings and affairs not inconsistent with the Articles of Incorporation or bylaws of the Association. Each region shall abide by the code of conduct adopted by the Board of Directors of the Association.

ARTICLE 6 – EXECUTIVE COMMITTEE

Section 1. Membership. There shall be an Executive Committee consisting of the following: the president of the Association, who shall be the chair thereof; the vice president; the most immediate active past president; the chair of the Finance Committee; and three at-large representatives selected from and by the members of the Board of Directors. The election of the three at-large representatives to the Executive Committee shall occur at the first Board of Directors meeting held in each even-numbered year and the elected representatives shall serve immediately following their election and until such time as their successors take office. To the extent practical, the Executive Committee should be constituted so as to reflect the geographic extent of the Association and the functions of the members of the Association.

Section 2. Powers. The Executive Committee shall have the following authority:

- A. **Personnel.** Subject to the budget adopted by the Board of Directors, the Executive Committee shall perform the following personnel actions: (1) recommend compensation for the executive

director/secretary to the Board of Directors for approval; (2) perform annual reviews of the executive director/secretary and submit that review to the Board of Directors; (3) review and approve the classification and compensation plan and publicly posted salary schedule for Association employees submitted by the executive director/secretary, which shall be reviewable by the Board of Directors, in closed session, upon request of the Board of Directors; (4) establish personnel policies for the conduct and behavior of employees, which shall be reviewable by the Board of Directors; and (5) undertake such other personnel actions as may be requested by the executive director/secretary in support of his or her oversight of all other personnel matters, which shall be reviewable by the Board of Directors, in closed session, upon request of the Board of Directors.

- B. **Delegation.** The Executive Committee may act pursuant to any authority specifically delegated to it by the Board of Directors. The delegation shall indicate whether the authority is still subject to the ultimate authority of the Board.
- C. **Authority to Act Between Meetings.** The Executive Committee may act for the Board of Directors between Board meetings when calling a special meeting of the Board of Directors is impracticable, provided that no such action of the Executive Committee shall be binding on the Board of Directors until authorized or approved by the Board. The Executive Committee has the authority to authorize actions recommended by the Legal Affairs Committee (such as the filing of letter briefs and amicus curiae briefs) by electronic means without the need for an in-person or telephonic meeting, but such actions shall be ratified by the Board of Directors at its next meeting.

Section 3. Reporting. The president, or any person designated by the president, shall report to the Board of Directors, at each regular Board meeting, any action taken by the Executive Committee since the last preceding regular Board meeting. The minutes of Executive Committee meetings, which at that time may still be in draft form, shall be mailed (using the U.S. Postal Service, express delivery, electronic means, or otherwise) to each member of the Board of Directors at least five days prior to Board meetings, except in cases in which the Executive Committee meets during or immediately prior to a conference of the Association or immediately prior to a Board meeting, in which case the minutes, which may still be in draft form, shall be mailed to each director promptly thereafter.

Section 4. Meetings. The Executive Committee shall hold regularly scheduled meetings as set by the president. Special meetings of the Executive Committee may be called by the president upon notice to the members of that committee or upon written request of three Executive Committee members. Notice for special Executive Committee meetings shall be provided to the entire Board: (1) upon five days' written notice sent by mail, or (2) upon 24 hours' notice with notice provided by electronic means; and all such meetings shall be open to the Board of Directors. Any meeting, regular or special, may be held in person or by telephone conference, web video conference or other electronic video screen communication or electronic transmission. All members of the Board of Directors may attend any meeting of the Executive Committee. Meetings of the Executive Committee may be closed to others at

the discretion of the President or committee. Only members of the Executive Committee are allowed to vote on matters at a meeting of the committee.

Section 5. Minutes. The minutes of the Executive Committee meetings shall be kept by the executive director/secretary at the Association's principal office. Actions of the Executive Committee shall be reported to the Board of Directors as provided in Section 3 of this Article and shall be available to any member of the Board of Directors upon request to the executive director/secretary.

ARTICLE 7 – STANDING COMMITTEES

Section 1. Qualification. In order to serve on any ACWA standing committee, an individual must be an officer, employee, or member of the governing body of a member agency of the Association, or other representative duly designated by a member agency of the Association to represent that member at the time of the appointment. Where an individual ceases to meet these criteria during the term of the appointment, the individual may not serve during the remaining term of that appointment unless that individual can again meet the criteria for appointment and is appointed to complete the term.

Section 2. Term of Office. The term of office of standing committee members shall be two years commencing on January 1 of each even-numbered year. The term of office of standing committee chairs and vice chairs shall be approximately two years and shall commence as soon after January 1 of the even-numbered year as they may be appointed by the president and ratified by the then-seated Board of Directors, and shall terminate on December 31 of the odd-numbered year approximately two years later or until their successors are appointed and ratified.

Section 3. Meetings. Meetings of standing committees may be called at such times and places designated by the respective chair thereof except where provided otherwise by these bylaws. Subject to the provisions of these bylaws and any actions that may be taken by the Board of Directors, the chairs of each standing committee may establish their own rules for the efficient operation of the committee they each chair. The chairs of each standing committee are authorized to create subcommittees and workgroups in order to complete the work of the committee.

Section 4. Committee Composition. Each limited standing committee shall have a membership composition that is comprised of members in the quantity and with qualifications as defined by the provisions of these bylaws. The committee chair position shall not be included in the maximum count for determining the committee composition total of any given limited committee. The committee chair shall, however, be a voting member of their respective committees subject to the rules and procedures of each committee.

Rationale: Staff is recommending this amendment to the Bylaws to allow the President flexibility in appointing members to limited standing committees and to provide an odd number committee composition total.

LAC Workgroup Analysis: The proposed revision is clear and meets its intended purpose.

Committee Composition Terms in Sections 5 through 17.

Rationale: Review of Committee Composition Terms: Staff noted that the use of the term “individual” versus “representative” (and one instance of “member”) was inconsistent throughout the committee composition description for each of the standing committees in Article 7. Staff asked the LAC Workgroup to review Section 1, Qualifications, as well as each of the committee descriptions to make a determination as to which term would best apply for all of the committees for purposes of consistency throughout Article 7.

LAC Workgroup Analysis: Reading of the various ACWA committee sections suggests that “Member” would be the most appropriate word for consistency throughout the By-Laws. However, the use of a single term, may require some minor revisions to surrounding text for clarity (for an example see Section 15 (State Legislative Committee) where “member” is separately used to denote a “member agency” and so would need to state “member-agency” consistently to accommodate the more general use of “member” throughout the By-Laws).

Staff Response: Staff revised the terms in the committee sections to “member” for consistency and the surrounding language where needed in response to the LAC Workgroup’s analysis.

Section 5. Agriculture Committee. There shall be an Agriculture Committee whose duty it shall be to recommend Association policy, positions and programs to the Board of Directors, State Legislative Committee, Federal Affairs Committee or other committees, as appropriate, regarding agricultural issues affecting the interests of ACWA and its members. The committee shall consist of at least one member from each region.

Rationale: The 2016-2017 Business and Strategic Plan initiative to increase involvement and engagement from ACWA’s agricultural members has successfully generated momentum amongst ACWA’s agricultural members and a renewed attention to and involvement in key policy issues that uniquely affect agricultural water suppliers. Amidst this success, a concern has arisen that the momentum could be lost once the Board of Directors finishes its current term and the initiative sunsets. This concern has sparked the suggestion that ACWA should consider creating an Agriculture Committee as the thirteenth standing committee of the Association to continue the objectives of the Ag Initiative long-term.

LAC Workgroup Analysis: The proposed revision is clean and meets its intended purpose.

Section ~~4~~ 6. Business Development Committee. There shall be a Business Development Committee whose duty it is to develop and recommend to the Board of Directors programs and activities to be provided or administered by the Association that generate non-dues revenue and provide a service or benefit to ~~Association members~~member agencies. The committee shall consist of at least one ~~representative member~~representative from each region and ~~one representative~~may include members from ~~the any of the~~the other standing committees.

BYLAWS OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES

Section-~~5~~ 7. Communications Committee. There shall be a Communications Committee whose duty it shall be to develop and make recommendations to the Board of Directors regarding a comprehensive internal and external communications program for the Association and to promote development of sound public information and education programs and practices among members ~~of the Association agencies~~. The committee shall consist of no more than 40 ~~individuals~~ members. ~~Of that number, The committee shall consist of~~ at least one ~~individual member shall be~~ from each region.

Section-~~6~~ 8. Energy Committee. There shall be an Energy Committee whose duty it shall be to recommend policies and programs to the Board of Directors and to the State Legislative Committee and/or Federal Affairs Committee as appropriate. The committee shall consist of at least one ~~representative member~~ from each region.

Section-~~7~~ 9. Federal Affairs Committee. There shall be a Federal Affairs Committee whose duty it shall be to review all federal legislative proposals and regulatory proposals affecting ~~members of the Association member agencies~~, after consulting with other appropriate committees, and to develop Association positions consistent with existing policy, where it has been established; recommend sponsorship of bills that will resolve problems or improve conditions for members ~~of the Association agencies~~; and assist in the establishment of the Association's federal legislative program. The committee shall consist of at least one ~~and, but~~ no more than five ~~individuals~~ members from each region.

Section-~~8~~ 10. Finance Committee. There shall be a Finance Committee whose duty it shall be to make recommendations to the Board of Directors regarding annual budgets, dues formula and schedules and other revenue-producing income, annual audit and selection of an auditor, and investment strategies. The committee shall consist of the president and vice president of the Association as *ex officio* members, ~~the Finance Committee chair, one member~~ either the chair or vice chair from each of the Association's ~~of the region board from each of the Association's 10 regions boards (either chair or vice chair),~~ and one additional ~~representative member~~ from each region with experience in financial matters.

Section-~~9~~ 11. Groundwater Committee. There shall be a Groundwater Committee whose duty it shall be to recommend policies and programs to the Board of Directors and to the State Legislative Committee and/or Federal Affairs Committee as appropriate. The committee shall consist of at least one ~~representative member~~ from each region.

Section-~~10~~ 12. Legal Affairs Committee. There shall be a Legal Affairs Committee whose duty it shall be to support the mission of the Association, and more particularly to deal with requests for assistance involving legal matters of significance to members ~~of the Association agencies~~, including but not limited to state and federal court litigation, water rights matters, selected regulatory and resources agency matters, proposed bylaw revisions, review of legislation as requested by the State Legislative Committee, etc. The committee shall consider matters and issues submitted to it in order to determine which ones are of major significance to the members ~~of the Association agencies~~ and, assuming a finding of major significance, recommend to the Board of Directors the position(s) which the committee believes the Association should take with respect thereto. The committee shall be composed of between ~~35 34~~ and ~~45 44~~ attorneys, each of whom shall be a member of the California Bar and shall be,

BYLAWS OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES

or act as, counsel for a member ~~of the Association~~agency, representing diverse interests within the Association, including but not limited to, different geographical areas throughout the state, large and small agencies, agricultural and urban agencies, agencies created under the various enabling statutes, etc. ~~Further, there shall be at least one representative from each region on the committee~~The committee shall consist of at least one member from each region.

Rationale: Change the committee composition range so there is a resulting odd number total when the chair is added.

LAC Workgroup Analysis: Considered together with the general change in Section 4, Committee Composition above, this change accomplishes its purposes and maintains the current overall LAC membership numbers.

Section ~~11~~ 13. Local Government Committee. There shall be a Local Government Committee whose duty it shall be to recommend policies to the State Legislative Committee, as appropriate, and Board of Directors on matters affecting water agencies as a segment of local government in California. The committee shall consist of at least one, ~~and but~~ no more than three ~~individuals~~members from each region.

Section ~~12~~ 14. Membership Committee. There shall be a Membership Committee whose duty it shall be to assist staff in developing membership recruitment and retention programs, make recommendations to the Board of Directors regarding membership policies, eligibility, and applications for membership and review and make recommendations to the Finance Committee regarding an equitable dues structure. The committee shall consist of at least one member from each region.

Section ~~13~~ 15. State Legislative Committee. There shall be a State Legislative Committee whose duty it shall be to review all state legislative proposals affecting ~~members of the Association~~agencies and to establish Association positions, consistent with existing policy, where it has been established; sponsor bills that will resolve problems or improve conditions for ~~member_s of the Association~~agencies; and assist in the establishment of the Association's legislative program. The committee shall consist of ~~individuals~~members representing a variety of types of ~~members~~member agencies and at least one ~~and~~but no more than four ~~individuals~~members from each region.

Section ~~14~~ 16. Water Management Committee. There shall be a Water Management Committee whose duty it shall be to recommend policy and programs to the Board of Directors on any area of concern in water management. The committee shall consist of at least one, ~~but and~~ no more than four ~~individuals~~members from each region.

Section ~~15~~ 17. Water Quality Committee. There shall be a Water Quality Committee whose duty it shall be to develop and recommend Association policy, positions, and programs to the Board of Directors, to promote cost-effective state and federal water quality regulations that protect the public health, to enable interested ~~members of the Association~~agencies to join together to develop and coordinate with

BYLAWS OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES

other organizations, and to present unified comments regarding agricultural and domestic water quality regulations. The committee shall consist of at least one individual member from each region.

ARTICLE 8 – SPECIAL COUNCILS, COMMITTEES, AND TASK FORCES

Section 1. Council of Past Presidents. There shall be a Council of Past Presidents composed of all past presidents of the Association who serve on the council until each is no longer able to or wishes to serve. The council shall provide a mechanism for past presidents to continue to make valuable contributions to the Association. With approval of the Board of Directors, the president and/or executive director/secretary may assign specific responsibilities to the council from time to time. Members of the Council of Past Presidents are invited to attend and participate in the Association's Board meetings.

Section 2. Nominating Committee. There shall be a Nominating Committee consisting of five or more persons appointed by the president prior to the Association's fall conference in each odd-numbered year, whose purpose shall be to nominate qualified individuals for the offices of president and vice president of the Association. The Nominating Committee shall publish its nominations for the offices of president and vice president of the Association not less than 10 or more than 90 days before the membership meeting is held at fall conference. Additional nominations may be made by any member of the Association for candidates for the office of president and vice president. Additional nominations shall be made from the floor during the election of president and vice president at the membership meeting scheduled for said purposes.

Section 3. Other Committees and Task Forces. Other committees and task forces may be appointed by the president from time to time as needed, consistent with and supportive of the mission of the Association.

ARTICLE 9 – MEETINGS OF MEMBERS

Section 1. Meetings. Meetings of the members of the Association shall be held at the Association's conferences at such times as may be determined by the Board of Directors to conduct necessary business and to elect the president and vice president, which occurs at the fall conference in each odd-numbered year.

Section 2. Special Meetings. Special meetings of the members of the Association may be called by the Board of Directors, the president of the Board of Directors, or by 5 percent or more of the members of the Association. Except when called by the Board, a request for a special meeting must be in writing and must be delivered in person or mailed by first-class mail addressed to the president of the Board at the principal office of the Association, with a copy to the executive director/secretary. The request must state the general nature of the business proposed to be transacted at the meeting.

A special meeting that has been called by written request of 5 percent of the member agencies of the Association to the Board of Directors shall be set by the Board of Directors on a date that is not less than 35 or more than 90 days after receipt of the request.

Section 3. Notice Requirements for Membership Meetings. Written notice of any membership meeting shall be given to each voting member of the Association. The notice shall state the date, time, and place of the meeting; the means by which members may participate; and the general nature of the business to be transacted. The notice of any meeting at which Board officers are to be formally nominated and elected shall include the names of the recommended slate of candidates for the offices of president and vice president in addition to the election procedures. The member notification information shall also be posted on the Association's website.

Except as otherwise provided in these bylaws or California law, a written notice of regular membership meetings shall be given not less than 10 or more than 90 days before the date of the meeting to each member who, on the record date for notice of the meeting, is entitled to vote; provided, however, that if notice is given by mail, and the notice is not mailed by first-class, registered, or certified mail, that notice shall be given not less than 20 days before the meeting.

Section 4. Notice Requirements for Special Meetings. The executive director/secretary shall cause notice to be given to all members of the Association of the date, time, and place of the meeting and the general nature of the business to be transacted at the meeting. No business except that specified in the request and notice may be transacted at said special meeting. If notice of the requested special meeting is not given within 20 days after receipt of the request, the person or persons requesting the meeting may give the notice.

Section 5. Voting. Each member of the Association shall be entitled to one vote that shall be cast by its authorized representative. All questions, except amendments or revisions of these bylaws, shall be determined by a majority of the members present and voting. A roll call may be requested by any representative.

Section 6. Amendment of Bylaws. These bylaws may be amended or revised by two-thirds of the member agencies of the Association present and voting at any meeting.

Section 7. Quorums. The presence of the authorized representative of 50 members of the Association at any meeting of the members shall constitute a quorum for transacting business.

Section 8. Amendments, Revisions, and Resolutions. Before any amendments or revisions to the bylaws, or resolutions, may be considered at any meeting of the Association, any such amendment, revision, or resolution shall be submitted to the executive director/secretary at least ~~30~~ 90 days prior to the first day of such meeting. The executive director/secretary shall promptly distribute any proposed amendments or revisions to the Legal Affairs Committee for the Legal Affairs Committee to develop an unbiased analysis of the amendments or revisions. Following development of an analysis for the proposed amendments or revisions, the executive director/secretary shall distribute copies of any resolutions, amendments or revisions, including any applicable analyses, to all members of the Association ~~at least five~~ not less than 10 days or more than 90 days prior to presentation at such meeting. The written notice of the membership meeting shall be given to each voting member of the Association consistent with the provisions defined in Section 3. The ~~30~~ 90-day rule may be suspended at

any meeting of the Association by consent of three-fourths of the members present. Voting on resolutions, amendments, or revisions shall proceed as provided by Sections ~~3~~ 5 and ~~4~~ 6 of this Article.

Staff Rationale: Staff is recommended that the deadline for submitting requests for amendments, revisions, and resolutions be changed from 30 to 120 days prior to any membership meeting to provide Legal Affairs Committee sufficient time to review and develop the required analysis and for staff to provide adequate notice to the members as set forth in Article 9, Sections 3 and 4 of the Bylaws. Note: Staff typically notifies ACWA members at least 45 prior to a given membership meeting to allow the agency boards to designate their authorized representative.

LAC Workgroup Analysis: This proposed revision is clear and meets its intended purpose. However, subcommittee members did express some concern that the 120-day submission requirement may unduly limit the Association's ability to quickly respond to state or federal legislative or administrative acts appropriately. A supermajority of the Association may vote to suspend the requirement, however, it may be advisable to require only 90-days for submission while retaining the general Association distribution timing of no later than 10-days and no earlier than 90-days prior to presentation at an Association meeting.

Staff Response: Staff revised the proposed amendment to state 90 days instead of 120 days in response to the LAC Workgroup's analysis.

Section 9. Nomination of President and Vice President.

- A. **Qualification.** At the time of their election, the president and vice president of the Association shall each be an elected or appointed member of the governing body or commission (as appropriate) of a member agency of the Association.
- B. **Nominating Committee Process.** All nominations for the positions of president and vice president shall be accompanied by an official resolution from the Association member agency on whose board the nominee serves. Said resolution shall be signed by an authorized signatory of the member agency's Board of Directors.
- C. **Nominations from the Floor.** Additional nominations may be made by any member of the Association for the office of president and vice president. Said nominations and seconds shall be made from the floor during the election of the offices of president and vice president at the membership meeting scheduled for said purposes (as provided for in the penultimate sentence of Article 8, Section 2). Such nominations and seconds shall be made by a member of the Association and must be supported by a resolution of the governing body of the member making and seconding such nomination. The member agency on whose board the nominee serves shall submit a resolution of support if they are not the agency making the floor nomination or second.

Section 10. Additional Procedures for Election of Officers. The Board shall have the authority to develop additional procedures for elections of president and vice president when not otherwise covered by these bylaws.

ARTICLE 10 – INDEMNIFICATION OF DIRECTORS, OFFICERS, AND OTHER AGENTS

Section 1. Right of Indemnity. To the fullest extent permitted by law, this Corporation shall indemnify its Directors, Officers, employees, and other persons described in Section 7237(a) of the California Corporations Code, including persons formerly occupying any such position, against all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in that Section, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that section. “Expenses,” as used in this bylaw, shall have the same meaning as in Section 7237(a) of the California Corporations Code.

Section 2. Approval of Indemnity. On written request to the Board by any person seeking indemnification under Section 7237(b) or Section 7237(c) of the California Corporations Code, the Board shall promptly determine under Section 7237(e) of the California Corporations Code whether the applicable standard of conduct set forth in Section 7237(b) or Section 7237(c) has been met and, if so, the Board shall authorize indemnification.

Section 3. Advancement of Expenses. To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person seeking indemnification under these bylaws in defending any proceeding covered by those Sections shall be advanced by the Corporation before final disposition of the proceeding, on receipt by the Corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately determined that the person is entitled to be indemnified by the Corporation for those expenses.

Section 4. Insurance. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its Officers, Directors, employees, and other agents, against any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising out of the officer’s, director’s, employee’s or agent’s status as such.

ARTICLE 11 – MISCELLANEOUS

Section 1. Conduct of Meetings. All meetings of the Association shall be conducted in accord with the code of conduct and in substantial accordance with the latest edition of Robert’s Rules of Order Newly Revised unless the Board adopts alternate rules of conduct for itself and/or its committees, region boards, and region workgroups.

Section 2. Funds. The funds of the Association shall be used to further the aims and purposes of this Association. They shall be kept by the controller/treasurer and paid out by checks or other electronic means, which shall only be valid with two authorized signatures. The Board of Directors shall designate

BYLAWS OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES

by resolution which persons, other than the controller/treasurer, may sign for expenditures. The Finance Committee shall implement procedures to ensure necessary internal controls over the receipt and expenditures of Association funds and arrange for an external audit. Audit reports shall be presented to the Board of Directors.

Section 3. Disposition of Assets upon Dissolution. The Association's properties and assets are irrevocably dedicated to the fulfillment of the Association's purposes as described in Article 2 of the Articles of Incorporation. No part of the Association's net earnings, properties and assets, on dissolution or otherwise, may inure to the benefit of any private person. Upon the dissolution of the Association, all debts thereof shall be paid and its affairs settled, and all remaining assets shall be distributed to the Association's member political subdivisions for a public purpose, consistent with the provisions of the California Nonprofit Corporation Law relating to public benefit corporations then in effect and with the Articles of Incorporation.

Section 3. Definitions. As used in these bylaws, the term "notice provided by electronic means" shall refer to notice given by fax or e-mail.

Amended comprehensively December 1, 2010

Amended May 9, 2012

Amended May 7, 2014

Amended December 2, 2015

ATTACHMENT 3



PROXY DESIGNATION FORM

ASSOCIATION OF CALIFORNIA WATER AGENCIES GENERAL SESSION MEMBERSHIP MEETING(S)

WEDNESDAY, NOVEMBER 29, 2017 AT 1:20PM
THURSDAY, NOVEMBER 30, 2017 AT 1:20PM (IF NEEDED)

TO: Donna Pangborn, Clerk of the Board

EMAIL: donnap@acwa.com

FAX: 916-325-4857

The person designated below will be attending the ACWA General Session Membership Meeting(s) on **Wednesday, November 29, 2017 (and November 30, 2017 if necessary)** as our voting delegate.

MEMBER AGENCY'S NAME	AGENCY'S TELEPHONE No.
MEMBER AGENCY'S AUTHORIZING REPRESENTATIVE	SIGNATURE
DELEGATE'S NAME	SIGNATURE
DELEGATE'S EMAIL	DELEGATE'S TELEPHONE No.
DELEGATE'S AFFILIATION (if different from assigning agency) ¹	DATE

¹ If your agency designates a delegate from another entity to serve as its authorized voting representative, please indicate the delegate's entity in the appropriate space above. Note: Delegates need to sign the proxy form indicating they have accepted the responsibility of carrying the proxy.

REMINDER: Proxy cards will be available for pick up on **Wednesday, November 29**, between **9:00 a.m.** and **12:00 p.m.** at the **ACWA General Session Desk** in the main foyer outside of the **Marquis Ballroom Center, Marriott Anaheim**. The luncheon and General Session Membership Meeting will be held in the Platinum Ballroom 1-6.

ATTACHMENT 4



August 4, 2017

Dear ACWA member,

I respectfully ask you for your support of my nomination to succeed Kathy Tieg as the President of ACWA. I am honored to have had your past support, and to be elected ACWA Vice-President by ACWA members in December 2015. My tenure serving with President Tieg has been invaluable and with your support I look forward to continuing to serve ACWA.

I have used this opportunity to listen, learn more about issues that are important to each ACWA region and talk with as many ACWA members as possible.

I chair ACWA's Disadvantaged Communities Safe Drinking Water Task Force. I serve on ACWA's Executive Committee, ACWA's Office Building Advisory Group, the Next Generation Advisory Committee and ACWA's Ag Initiative Advisory Group.

Since being elected ACWA Vice-President, I have attended seven ACWA region events, the ACWA Regulatory Summit, the ACWA Legislative Symposium, numerous ACWA State Legislative Committee and other committee meetings, three ACWA Conferences and two ACWA DC briefings. And, I continue to be Chair of the Board of Directors of Yuba County Water Agency.

We live in interesting times! The challenges to water rights and water supplies may never have been greater, but I believe that there are also opportunities for creative, durable solutions that will benefit all of California's water suppliers. I believe that ACWA and our membership will continue to lead us to these solutions.

Please communicate your support for my nomination by emailing ACWA's Nominating Committee **no later than August 30, 2017**. A Board resolution of support is not required. Your email should be sent to:

John Coleman, Nominating Committee Chair
c/o Donna Pangborn (donnap@acwa.com)

Please do not hesitate to contact me (530) 400-1992 or bhastey@gmail.com if you would like to discuss my nomination or any issues that are important to you.

Best Regards,

Brent Hastey

Brent Hastey

Brent Hastey for ACWA President, 2018-2019



Brent Hastey was born and raised in the Plumas Lake area, representing the fifth generation of his family to live in Yuba County, California. He grew up irrigating pasture and swimming in the ditches on the ranch. Becoming active in politics in college, he was first elected to public office in 1987, when he won an election for a seat on the Board of Reclamation District 784. He served in this position for six years, during three of which he chaired. In 1992, he was elected to the Board of Supervisors of Yuba County, on which he served until 2000. As a County Supervisor, he also served on the Boards of the Yuba County Water Agency (YCWA), Yuba County Local Agency Formation Commission, Regional Council of Rural Counties, and the Sacramento Area Council of Governments. In 1994, he became the founding Chairperson of the Yuba-Sutter Economic Development Corporation, which he chaired until 1996.

Brent Chaired the YCWA Board in 1996 and 1997, which was during the devastating flooding of 1997. He led the Board through this trying time, and testified before the United States Congress on the causes and emergency management of the flood. In response to this disaster and state water needs, the voters of California passed Proposition 13, which authorized the sale of \$1.97 billion in bonds to support safe drinking, water quality, flood protection, and water reliability projects. Brent strongly supported the approval. In 2014, Brent was reelected to the YCWA Board of Directors, and he currently serves as Chair.

In addition to his service in areas of water management in California, Brent has worked in the service of higher education both locally and on a statewide level. In 2010, He was elected to the Yuba Community College District, a district which serves eight counties and spans nearly 4,200 square miles of rural northern California. Recently, Brent was elected to the California Community College Trustee Board (CCCT). CCCT represents and acts in the best interest of California's 72 Community College Districts

Brent is also the founding Director of the Bank of Feather River, which started in 2007. He served as Chairman of the board from 2010-2016. Bank of Feather River is a community bank specializing in agriculture lending.

In addition to his political service, he has long-valued the opportunity for community and global service through Rotary International. A member of South Yuba County Sunrise Rotary Club since 1986, Brent works to live out the organization's motto in everyday life: "Service above Self".

Brent and his wife Alisan, a music educator in the Marysville Unified School District, have been married 34 years. They own and operate Plumas Lake Self-Storage. Brent and Alisan have raised four amazing children, plenty of dogs, a few horses and a donkey.

Brent has been involved with the Association of California Water Agencies (ACWA) throughout his tenure as a member of the Board of Directors of YCWA (an ACWA member).

Since his election as ACWA Vice-President in 2015 (for 2016-2017), Brent has used this opportunity to listen, learn more about issues that are important to each ACWA region and talk with as many ACWA members as possible.

Brent chairs ACWA's Disadvantaged Communities Safe Drinking Water Task Force. He serves on ACWA's Executive Committee, ACWA's Office Building Advisory Group, the Next Generation Advisory Committee and ACWA's Ag Initiative Advisory Group.

Since being elected ACWA Vice-President, Brent has attended seven ACWA region events, the ACWA Regulatory Summit, the ACWA Legislative Symposium, numerous ACWA State Legislative Committee and other committee meetings, three ACWA Conferences and two ACWA DC briefings.



October 18, 2017

P. Joseph Grindstaff
Inland Empire Utilities Agency
PO Box 9020
Chino Hills, CA 91709

Dear Colleague:

I am pleased to share with you that the Association of California Water Agencies (ACWA) Nominating Committee has selected me as their recommended candidate to serve in the role of ACWA Vice President for the 2018-2019 term. I am excited about having an opportunity to play a leadership role in ACWA and represent your water agency and the other 430 ACWA member agencies in addressing California's increasingly complex water issues. I am writing to respectfully request your agency's support for my candidacy during the ACWA Officer Election at our fall conference.

My experience, in participating on various ACWA committees and in numerous events over the years, has shown me that it is the people that make the difference in the success of our statewide organization. The diversity among water agencies – north/south, east/west, large/small, ag/urban, coastal/mountain, desert/forest – provides a stellar example of the value of collaboration. Statewide, ACWA member agencies have the expertise to solve almost any water issue when given the opportunity. One of the things I enjoy most about being a part of ACWA is being able to learn from water experts from each of our regions. Together we are a mighty force throughout California and together we can solve difficult issues to the benefit of all Californians.

I have attached a brief summary of my experience with ACWA state water task forces and advisory committees. While this experience is indeed important, what I treasure most is having the support of people whom I respect within ACWA – past presidents, fellow ACWA Board members, friends from other water agency boards, general managers and district staff.

Many agencies have already supported my candidacy through resolutions, and I am very grateful for their early votes of confidence. I respectfully ask for an opportunity to represent the best interests of water agencies throughout California and ask for your agency's vote. I look forward to seeing you at our fall conference in Anaheim. Thank you in advance for your support. Please contact me if you have any questions about my candidacy at 714-227-2869.

Respectfully,

A handwritten signature in black ink that reads "Steven E. LaMar". The signature is written in a cursive, flowing style.

Steven E. LaMar
Director

Enclosure: Statement of Qualifications

STEVEN E. LAMAR

Statement of Qualifications for Vice President Association of California Water Agencies

- Inclusive Leadership
- Active Advocacy
- Strong Commitment Water Community

“Seeing things from all perspectives and working together to make a difference. This is not only the best way to forge alliances and make tough policy decisions, it’s essential for good governance.”



Inclusive Leadership: Experience that Counts

Steve LaMar has been a member of the Irvine Ranch Water District (IRWD) Board of Directors since early 2009, serving multiple terms as Board President. In his most recent election, he received support and endorsements from both the business community (e.g., Orange County Business Council, Building Industry Association) and environmental groups (e.g., Orange County League of Conservation Voters, Sierra Club).

Mr. LaMar has also served in leadership roles for the Association of California Water Agencies (ACWA). He is currently a member of its Board of Directors, Chair of the ACWA Federal Affairs Committee, and participates regularly at ACWA’s Executive Committee. He is a past-Chair of ACWA’s Headwaters Task Force. Mr. LaMar is a member of the board of directors of several other water-related organizations, including the National Water Resources Association (representing 17 Western states), the Southern California Water Committee, and CalDesal, and has served on the Board of the National Water Research Institute.

Beyond his water industry involvement, Steve had held leadership positions at a wide range of organizations such as the Natural Communities Coalition of Orange County, a nonprofit organization responsible for implementing California’s first natural community conservation plan and for protecting 37,000 acres of coastal sage scrub habitat, where he is its current Board President. He is also active in the California Building Industry Association, where he has chaired both the Water Resources Committee and Government Affairs Committee.

Active Advocacy: Not Just Words

Mr. LaMar advocates for ACWA’s policies and initiatives not only as the Chair of the ACWA Federal Affairs Committee, but also through his involvement in other key ACWA committees including the Energy Committee, the Agricultural Initiative Work Group, and the Headwaters Work Group.

Steve’s advocacy effectiveness is evidenced by his successful professional career as President of LegiSight, LLC, a legislative advocacy firm for businesses. Prior to forming this firm, he served as the Senior Policy Director for the Irvine Company and the Director of Corporate Affairs for the Mission Viejo Company.

A Long-Term Commitment to the Water Community: Live What You Believe

Mr. LaMar’s commitment to the water community pre-dates his joining the Board of IRWD. He worked on the Delta Vision Stakeholders Coordinating Group as a business representative, the AB 2717 Landscape Task Force as the Chair of the Economics Work Group, the 2005 and 2009 Advisory Committees for the California Water Plan, State Water Desalination Task Force, and Governor Davis’ Drought Advisory Panel.

Serving on the Board of IRWD has provided Mr. LaMar with the knowledge and understanding of what goes into providing retail water service to a broad and diverse community. Steve has applied this knowledge to his involvement with the Southern California Water Committee and memberships in the California Business Properties Association and the California Chamber of Commerce.

Steve LaMar has a Bachelor of Arts in Political Science from Pittsburg State University and an Environmental Management Institute Certificate from the U.S. Environmental Protection Agency.

Irvine Ranch Water District is a large retail water and sewer agency in Orange County California serving 390,000 residents, a 180-square mile area, with approximately 110,000 water and sewer service connections

ATTACHMENT 5

RESOLUTION 2017-11-7

RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY*, SAN BERNARDINO COUNTY CALIFORNIA, SUPPORTING THE NOMINATIONS OF MR. BRENT HASTEY AS THE ASSOCIATION OF CALIFORNIA WATER AGENCIES' PRESIDENT, AND MR. STEVEN E. LAMAR AS THE ASSOCIATION OF CALIFORNIA WATER AGENCIES' VICE PRESIDENT

WHEREAS, the Inland Empire Utilities Agency is a member of the Association of California Water Agencies (ACWA); and

WHEREAS, ACWA has announced that a Nominating Committee has been formed to develop a slate for the Association's statewide positions of President and Vice President; and

WHEREAS, Mr. Hastey and Mr. LaMar have served in several leadership roles within ACWA, including as members of its Board of Directors, as Vice President and Chair of the ACWA Federal Affairs Committee, respectively. Both have participated in various ACWA committees and events over the years; and

WHEREAS, Mr. Hastey and Mr. LaMar understand the challenges of water rights and water supplies; and

WHEREAS, Mr. Hastey and Mr. LaMar are committed to work to resolve difficult water issues to the benefit of all Californians.

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

Section 1: That the Inland Empire Utilities Agency will place its support of the nomination of Mr. Brent Hastey as President and Mr. Steven E. LaMar as Vice President of the Association of California Water Agencies for the 2018-19 term.

Section 2: That the Board Secretary/Office Manager is hereby authorized and directed to transmit a certified copy of this resolution to ACWA.

ADOPTED this 15th day of November, 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 the Board of Directors thereof.

**ACTION
ITEM**

4B

Date: November 15, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Engineering, Operations & Water Resources Committee

11/08/17

Finance & Administration

11/08/17

Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: Chino Basin Water Bank Planning Authority: Joint Powers Authority Agreement

Executive Summary:

The Chino Basin Water Bank's (CBWB) primary objective is to coordinate the development of groundwater storage within the Chino Basin. In August 2016, IEUA entered a cost-sharing letter agreement between IEUA, the Cucamonga Valley Water District, the City of Ontario, and Monte Vista Water District (Parties) to fund the initial steps in the formation of the CBWB. Since then, the CBWB parties have been working together to develop a Planning Authority Joint Powers Authority Agreement (JPA Agreement), to engage in planning activities for potential coordinated storage and recovery programs within the Basin for local, regional and statewide benefits.

The intent of the JPA is to encourage the participation of Basin Stakeholders in the CBWB formed under this JPA Agreement. Additional Parties may be added through amendments to the JPA Agreement. The concept is for the CBWB to apply with the Chino Basin Watermaster for the right to create a comprehensive storage and recovery program under existing basin rules and with a dedicated quantity of basin storage. CBWB Parties would benefit directly through increased groundwater supplies, and the Chino Basin would generally experience improved groundwater levels and water quality.

Staff's Recommendation:

1. Approve the Chino Basin Water Bank Planning Authority Joint Powers Authority Agreement; and
2. Authorize the General Manager to execute the Agreement, subject to non-substantive changes.

Budget Impact: N *Budgeted (Y/N):* N *Amendment (Y/N):* N *Requested Amount:*

Account/Project Name:

N/A

Fiscal Impact (explain if not budgeted):

N/A

Prior Board Action:

On June 21, 2017, the Board of Directors approved a task order to master services contract for consulting services related to the Chino Basin Water Bank Program to and amended the cost sharing letter agreement with the Chino Basin Water Bank parties.

On August 17, 2016, the Board of Directors received and filed an informational item related to the CBWB cost sharing agreement.

Environmental Determination:

Not Applicable

Business Goal:

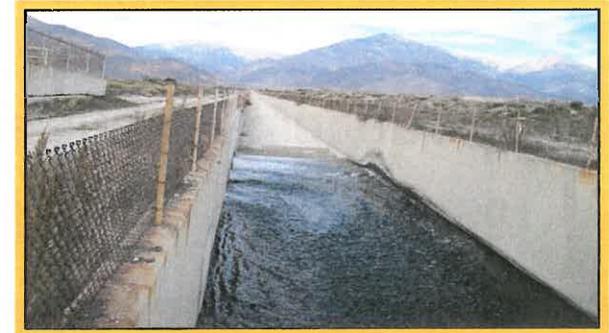
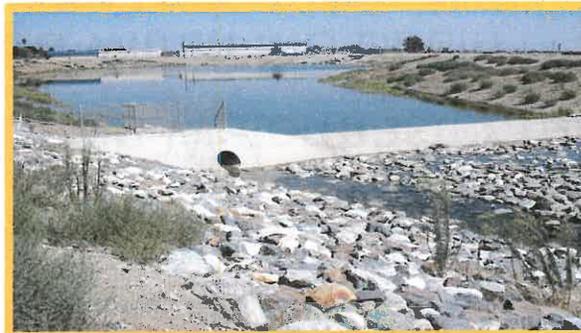
The JPA Agreement is consistent with the Agency's Business Goal of increasing Water Reliability by meeting the region's need to develop reliable, drought-proof and diverse local water resources in order to reduce dependence on imported water supplies

Attachments:

Attachment 1 - PowerPoint

Attachment 2 - Chino Basin Water Bank Planning Authority Joint Powers Authority Agreement

Chino Basin Water Bank Planning Authority: Joint Powers Authority Agreement



Chino Basin Water Bank (CBWB)

- Coordinated storage and recovery program within the Chino Basin
- Work within the Chino Basin Watermaster rules and regulations
- Obtain dedicated storage within the Basin
- CBWB storage would be available to outside parties at a “rate”
- Benefits:
 - increased groundwater supplies
 - improved groundwater levels
 - water quality

Chino Basin Water Bank

- Four party cost sharing agreement (August 2016)
 - IEUA, Monte Vista Water District, Cucamonga Valley Water District, City of Ontario
 - Water bank structure evaluation
 - Development of a Joint Powers Agreement (in process)
 - Water banking program management (ongoing)
 - Economic benefits study (to be completed)
- CBWB Parties developed the Planning Authority Joint Powers Agreement
 - Establishes the Planning Authority
 - Provide local, regional and statewide benefits
 - Within the Santa Ana River watershed via new project and/or SARCCUP
 - All of Southern California via MWD or SBVMWD
 - N. California via recently submitted Proposition 1 grant application

Joint Exercise of Powers Agreement

- Engage in planning activities to evaluate potential implementation
- The Planning Authority will be governed by Board of Directors
- Each CBWB Party shall designate a Director to serve on the Board
- Amending the JPA (include adding a Party) requires:
 - Approval from the legislative bodies of the Planning Authority
- All other actions require majority (3) votes

- Schedule of CBWB Parties for JPA adoption: Nov – Dec 2017

Recommendation

- Approve the Chino Basin Water Bank Planning Authority: Joint Powers Agreement; and
- Authorize the General Manager to execute the Agreement, subject to non-substantive changes.

The Chino Basin Water Bank Planning Authority JPA is consistent with **Agency's Business Goal of increasing Water Reliability** by supporting the region with the development of reliable, resilient and sustainable water supplies from diverse sources.

**JOINT EXERCISE OF POWERS AGREEMENT
CREATING AN AGENCY TO BE KNOWN AS
THE CHINO BASIN WATER BANK PLANNING AUTHORITY**

This JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is dated this ___ day of 2017, for reference purposes only, and is entered into by and between the undersigned parties. The undersigned parties may be referred to herein individually as "Party" or collectively as "Parties."

CUCAMONGA VALLEY WATER DISTRICT, a public agency formed under the County Water District Law set forth in Water Code Section 30000 et seq.;

MONTE VISTA WATER DISTRICT, a public agency formed under the County Water District Law set forth in Water Code Section 30000 et seq.;

CITY OF ONTARIO, by and through the Ontario Municipal Utilities Company, a California municipal corporation; and

INLAND EMPIRE UTILITIES AGENCY, a public agency formed under the Municipal Water District Law set forth in Water Code Section 71000 et seq.

RECITALS

WHEREAS, the Parties seek to form an entity that brings together the region's supplemental water provider, major parties to the Chino Groundwater Basin ("Basin") adjudication, and the owner-operators of the region's groundwater recharge, surface water treatment, and groundwater production facilities to engage in planning activities for potential coordinated storage and recovery programs within the Basin for local, regional and statewide benefits. Subsequent implementation of any coordinated storage and recovery programs which result from the planning activities under this Agreement shall be the subject of a new joint exercise of powers agreement, or an amendment(s) to this Agreement; and

WHEREAS, it is the intent of the Parties to align this joint powers authority with the longstanding vision of Basin parties guided, but not limited by, the Chino Basin Optimum Basin Management Plan ("OBMP"), Court-approved management agreements ("CAMA") and associated contracts and agreements; and

WHEREAS, pursuant to Article 1, Chapter 5, Division 7, Title 1 (Sections 6500, et seq.) of the Government Code, each Party is authorized to execute agreements with other public agencies to jointly exercise powers commonly held by each of the contracting public agencies and other powers applicable to joint powers authorities by law; and

WHEREAS, it is hereby acknowledged and agreed that some or all of the Parties have entered into, or may enter into, from time to time, agreements or other arrangements with other entities ("Partners") whereby the Party and its Partners will coordinate for the funding, acquisition, disposition, use and other activities involving water rights and water supplies that are the subject of this Agreement. Parties and their Partners may be deemed to be "Operational

Units.” It is further acknowledged and agreed that the joint powers authority formed under this Agreement shall not be a party to, nor have any rights or obligations in connection with, any agreements or arrangements between a Party and its Partners; and

WHEREAS, it is hereby acknowledged and agreed that the intent of this Agreement is to encourage the participation of Basin stakeholders in the joint powers authority formed under this Agreement through agreements between Partners in the Operational Units and/or adding said Partners as additional Parties to this Agreement and the Authority. Therefore, the Parties hereby acknowledge and agree that the addition of Parties is to be encouraged and to be accepted and approved by the legislative bodies of each existing Party from time to time, if at all feasible, under the provisions of this Agreement; and

WHEREAS, as of the date of this Agreement, the Parties have entered into, or may enter into, agreements and arrangements with the following Partners. A Party’s Partners may change from time to time in a Party’s discretion and without the need for any approval by the joint powers authority formed under this Agreement.

EASTERN OPERATIONAL UNIT OF THE CHINO GROUNDWATER BASIN

Potential Partners with Cucamonga Valley Water District and/or other stakeholders in the Basin who may become Partners and Parties:

Fontana Water Company, an investor owned utility
Jurupa Community Services District, a public agency
West Valley Water District, a public agency
Western Municipal Water District, a public agency

WESTERN OPERATIONAL UNIT OF THE CHINO GROUNDWATER BASIN

Potential Partners with Monte Vista Water District, City of Ontario, and/or other stakeholders in the Basin who may become Partners and Parties:

City of Chino, a California municipal corporation
City of Chino Hills, a California municipal corporation
City of Upland, a California municipal corporation
City of Pomona, a California municipal corporation
Three Valleys Municipal Water District, a public agency
Water Facilities Authority (“WFA”), a joint powers authority

WHEREAS, the Parties desire to enter into this Agreement in order to provide for the following benefits:

Local/Regional Benefits: Water quality, financial, regional economic growth and water supply reliability; and

External Benefits: Improved reliability and reduced long term costs; and

Environmental Benefits: Opportunities for the State to store water to support Bay Delta fisheries.

WHEREAS, the Parties desire to engage in planning activities and to otherwise perform due diligence review to determine the ability for non-local parties/entities to store water on top of water currently stored in the Basin and to provide benefits to all parties involved; and

WHEREAS, the Parties are each empowered by law with powers including, but not limited to, the following:

To furnish sufficient water for any present or future beneficial use and sell water in connection with the provision of water service; and

To store water, conserve water for future use, and appropriate, acquire and conserve water and water rights; and

To operate water rights, works, property, rights and privileges to convey, supply, store or make use of water.

WHEREAS, the Parties have previously entered into a Cost Sharing Letter Agreement, dated July 27, 2016, and amended subsequently on June 20, 2017, which provides for each of the Parties to share one fourth of the total cost per Party for development of a joint powers agreement and a water bank feasibility review. Pursuant to the Cost Sharing Letter Agreement, each Party has contributed and/or committed to, payment of \$150,000; and

WHEREAS, it is the intent and desire of the Parties to establish a public entity, separate and apart from the Parties hereto, as hereinafter described and set forth, which entity shall then set about the task of accomplishing the purpose of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated the Parties agree as follows:

1. **Recitals.** The Recitals above are true and correct, and are hereby incorporated into the terms of this Agreement as though fully set forth herein.
2. **Term.** The term of this Agreement shall commence as of the date the Parties have fully executed this Agreement and continue until terminated pursuant to the terms of this Agreement.
3. **Definitions.** Except where the context otherwise clearly requires, the following words and phrases shall have the meanings specified below:

“Act” shall mean the Joint Exercise of Powers Act of the State of California, commencing with California Government Code Section 6500, as now existing or as may hereinafter be amended or supplemented.

“Agreement” shall mean this Joint Exercise of Powers Agreement by and between the Parties, as supplemented, amended and/or restated from time to time.

“Authority” shall mean the Chino Basin Water Bank Planning Authority, a joint powers authority created by this Agreement in accordance with the Act.

“Basin” shall mean the Chino Groundwater Basin.

“Board” or “Board of Directors” means the governing body of the Authority as established by this Agreement.

“Fiscal Year” means July 1 of one year through June 30 of the following year.

“OBMP/CAMA” means the Chino Basin Judgment, the Optimum Basin Management Plan, and associated Court-approved management agreements.

4. Creation and Powers of Authority.

4.1 Purpose of Authority. This Agreement is made pursuant to the Act as it relates to the joint exercise of powers common to the Parties.

(a) The purposes of this Agreement are to engage in planning activities and to otherwise perform due diligence review to determine the feasibility, financial viability, benefits, and challenges (collectively referred to as “Planning Activities”) for the potential implementation of the following projects. Subsequent implementation of any of the following projects which may result from Planning Activities shall be the subject of a new joint exercise of powers agreement, or amendment(s) to this Agreement.

(i) Design, store and use of supplemental water transfers/exchanges, into the Basin.

(ii) Lease storage space, through third party investment, to fund Basin improvements.

(iii) Buy and hold water for future water use and sale including, but not limited to, contracting with third parties, such as, for example and not by way of limitation, the Metropolitan Water District of Southern California, San Bernardino Valley Municipal Water District and the Municipal Water District of Orange County. Such contracting would be for the purpose of obtaining additional supplemental potable, nonpotable and recycled water supplies for Basin use and for delivery to contracting third parties.

(iv) Water banking inside and outside of the Basin including, but not limited to: making deposits and withdrawals of water on behalf of Parties and third parties, lending water to Parties and third parties, and assisting Parties and third parties in accessing available water supplies.

(v) Support existing Basin management and storage programs including, but not limited to, the 2003 Metropolitan Water District Chino Basin Dry Year Yield Program, “Maximum Benefit” Basin water quality objectives, and desalter programs in the Chino Groundwater Basin.

(vi) Support future potential Basin management, supplemental water supply and third party storage programs.

(b) Such purposes shall be accomplished, and said common powers exercised, in the manner set forth in this Agreement. The Parties each possess the powers necessary or convenient for the accomplishment of such purposes.

4.2 Authorization to Create. This Agreement is authorized by, and entered into pursuant to, the Act and other applicable laws of the State of California.

4.3 Creation of Authority. There is hereby created, pursuant to the Act, a public entity to be known as the “Chino Basin Water Bank Planning Authority” (“Authority”).

4.4 Parties. Any Party of the Authority must be a public agency as defined in Government Code Section 6500, a mutual water company as defined in Public Utilities Code Section 2725, and any other type of entity permitted under the Act, each having powers common to all other Parties. Additional Parties may join in this Agreement and become additional Parties of the Authority only if accepted and approved by the legislative bodies of each Party. The terms and conditions of such joinder must be set forth in an amendment to this Agreement, signed by all of the then-existing and the joining Parties.

4.5 Separate Entity. The Authority shall be a public entity separate from the Parties. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as otherwise provided in this Agreement or the agreement by which such property or other asset is contributed or conveyed to the Authority. The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone and not of one or more of the Parties.

4.6 Authority Area. The geographic boundaries of the Authority shall be coextensive with those of the Parties, as currently existing and as may be expanded by the addition of new parties, annexation, or otherwise lawfully changed from time to time.

4.7 Powers and Responsibilities of Authority. The Authority shall possess, in addition to the powers common to the Parties, all the powers authorized pursuant to the Act consistent with the terms of this Agreement and as authorized by the Parties. The Authority may exercise such powers in accordance with the provisions of this Agreement and the Act and shall include, but not be limited to, the power of the Authority in its own name to do any of the following Planning Activities in connection with the following:

(a) Working with its Parties to maximize the full benefits of the Parties’ existing production and storage rights and assets (aquifer and facilities) in the Basin.

(b) Authorizing and otherwise providing for Parties to move water in and out of a potential water bank.

(c) Employing professional staff, personnel and all other employees who may be necessary or appropriate to the full exercise of the Authority’s powers.

(d) Making and entering into such contracts as the Authority deems necessary or appropriate, including, but not limited to, contracts or agreements with federal, state or local government agencies, and contracts or agreements with any private business or non-profit entity.

(e) Contracting for the services of contractors, engineers, attorneys and other consultants, advisors and agents as the Authority deems necessary or appropriate for performance of Planning Activities.

(f) Planning Activities toward the potential acquisition by purchase, trade, contract, eminent domain or otherwise, and the potential holding and disposing of real and personal property, as the Authority deems necessary or appropriate.

(g) Adopting and enforcing water bank rules and regulations in order to further the goals of the Authority including, but not limited to, policies which will allow for Parties to move water in and out of the proposed water bank independently (for Party-specific funded projects) or in cooperation with other Parties.

(h) Planning Activities toward the potential incurring of debts, liabilities or obligations, issuing bonds, certificates of participation, or other evidence of indebtedness, and borrowing from any source including, without limitation, local governments, the State of California and the federal government.

(i) Planning Activities toward potential leases, installment sale contracts and installment purchase contracts.

(j) To sue and be sued.

(k) Applying for, accepting, and receiving state, federal or local licenses, permits, grants, loans or other aid from any federal, state or local government agency, non-profit or private entity as the Authority deems necessary or appropriate.

(l) Planning Activities toward the potential purchase, maintenance, and disposal of any bonds, insurance, self-insurance and/or insurance pooling as the Authority deems necessary or appropriate.

(m) To exercise any other powers common to all Parties, including, but not limited to, common powers of certain Parties set forth in the County Water District Law set forth in Water Code Section 30000 et seq., as amended from time to time.

(n) Planning Activities toward potential collection of revenue and funding through the assignment or transfer of tax or assessment revenue by the Parties, or collection of revenue and funding by any other means as permitted by law and as determined appropriate by the Authority and the Parties pursuant to this Agreement, and to adopt a budget.

(o) To establish a treasury for the deposit and disbursement of revenue and funding, according to the policies and procedures set forth in this Agreement and as provided by law.

(p) To invest any money held in the treasury that is not required for immediate necessities of the Authority, as the Authority determines is advisable and as is permitted by law.

(q) To perform all acts necessary or convenient to carry out fully the purposes of this Agreement.

The listing of the above acts is not intended to indicate any priority of one act over another, nor is such listing intended to be inclusive, and other acts may be done in the accomplishment of the purposes of this Agreement as are authorized by law or otherwise. One or several acts may take place concurrently or in sequence.

4.8 Manner of Exercise of Powers. The powers of the Authority shall be limited only by the terms of this Agreement, the Act, and applicable law, as amended from time to time. To the extent not specifically provided for in this Agreement or the Act, the Authority shall exercise its powers in the manner and according to methods provided under the County Water District Law set forth in Water Code Section 30000 et seq., as amended from time to time.

5. Governing Body and Officers.

5.1 Governing Body.

(a) The Authority shall be governed by a governing body known as the "Board of Directors" or "Board". Within thirty (30) days after execution of this Agreement, each Party shall designate one (1) director to serve on the Board and one (1) alternate director. Each Party shall determine, in its sole discretion, the composition of its directors as individuals, private or public entities and firms, and the process for making such designations. Upon selection of directors and alternates, each Party shall provide a written statement as to the names and titles of their directors and shall provide an updated document upon any change in directors from time to time. It is the intent of this Agreement to perform Planning Activities toward potential long term transactions for water resources. As a result, each Party is encouraged to designate directors with expertise in the areas addressed in this Agreement and that said directors have the opportunity to serve on the Board for more than a sporadic or rotational period. Each director shall hold office immediately upon being designated/appointed by the Party he or she represents, and shall serve until they are replaced by the Party they represent.

(b) The Authority shall not be responsible for any payment to a director for services including, but not limited to, any stipend or per diem. The Authority shall not be responsible for any payment to a director for reimbursement of any costs or expenses. Any and all such payments and/or reimbursements shall be within the sole discretion of the respective Party and shall be at the sole cost and expense of the respective Party.

(c) All the power and authority of the Authority shall be exercised by the Board, subject, however, to the rights reserved by the Parties as set forth in this Agreement; provided, however, that the Board may delegate such powers and authority to a General Manager or other employee of the Authority as the Board deems appropriate.

(d) The Board may act only by ordinance, resolution or motion passed pursuant to the requirements of this Agreement, the Act, and any other applicable law.

(g) The Board may establish committees or subcommittees. Such committees may include, but are not limited to, a technical advisory committee or some other committee comprised of Party general managers or their designees.

5.2 Officers.

(a) Chair and Vice Chair. The Board shall appoint a Chair and a Vice Chair from among its directors at the first meeting of the Board and thereafter annually. In the event that the Chair or Vice Chair so appointed resigns from such office or ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy occurs. The Chair and Vice Chair shall hold office for a period of one year (during dates determined by the Board) or until a successor is appointed and assumes the office.

(i) The Chair, or in the Chair's absence the Vice Chair, shall preside at and conduct all meetings of the Board and execute agreements and other official instruments on behalf of the Authority. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair.

(b) Secretary. The Board may select, appoint or employ a Secretary, but the Secretary is not required to be a director. The Secretary shall be responsible for preparation and retention of the minutes and other records of the Authority and shall perform such other duties specified by the Board.

(c) Treasurer. The Board shall select, employ or appoint a Treasurer who shall be: (1) the Treasurer of one of the Parties; (2) a certified public accountant; (3) an independent contractor/consultant; or (4) such other officer or employee of one of the Parties as the Board shall deem qualified to act as Treasurer of the Authority. The Treasurer shall perform such duties as are set forth in this Agreement and any other duties specified by the Board or as required by the Act, and shall perform the duties specified in Government Code section 6505.5, as amended from time to time. The Treasurer of the Authority shall be the depository of funds and shall have custody of all money of the Authority, from whatever source.

(d) Auditor/Controller. The Board shall select, employ or appoint an Auditor or Controller who shall be: (1) the auditor or controller of one of the Parties; (2) an independent contractor/consultant; or (3) such other officer or employee of one of the Parties as the Authority shall deem qualified to act as Auditor or Controller of the Authority. The Auditor or Controller shall perform such duties as are set forth in this Agreement and any other duties specified by the Board or as required by the Act.

(e) General Manager. The General Manager shall be the chief administrative officer of the Authority, and shall be responsible to the Board for the proper and efficient administration of the Authority as it may be placed in his or her charge, or under his or her jurisdiction or control, pursuant to the provisions of this Agreement, or of any ordinance, resolution, bylaw or minute order of the Board.

(f) Other Officers and Staff. The Board may select, appoint or employ any other officers, staff or professional and expert services as may be necessary or appropriate to

accomplish the purposes of this Agreement, including but not limited to, legal counsel, financial consultants, accountants, engineers, architects, contractors, appraisers and any other consultants and advisors, which may be a corporation, partnership, firm or individual. Any staff or professional or expert services may be supplied by a Party to this Agreement as a contribution to the operations of the Authority.

(g) Duties. All officers and staff of the Authority shall serve at the pleasure of the Board, unless the employment status of such officers and staff is otherwise determined by applicable law. The duties of the various officers and staff shall be established by Board action or by applicable law.

6. Organization and Procedures.

6.1 Principal Office. The initial principal office of the Authority shall be determined by the Board at its first meeting. The Board may change the principal office from time to time from one location to any other within the boundaries of the Authority. Any change shall be noted by the Secretary.

6.2 Meetings.

(a) The Board shall meet at the principal office of the Authority or at such other place as may be designated by the Board for its regular, adjourned regular and special meetings; provided, however, that at least one regular meeting shall be held in each year.

(b) The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by resolution of the Board and a copy of such resolution shall be provided to each member of the Board and to the Parties. Notwithstanding the foregoing, any Party, by a majority vote of its governing body, may call a meeting of the Board so long as reasonable notice is provided to the Authority and the other Parties or as required by law.

(c) Regular, adjourned and special meetings shall be called and held in the manner as provided in the Brown Act (California Government Code title 5, division 2, chapter 9, commencing at section 54950).

(d) The following policy is hereby adopted in accordance with Government Code Section 54956.96:

(1) All information received by the legislative body of a Party in a closed session related to the information presented to the Board in closed session shall be confidential. However, a member of the legislative body of a Party may disclose information obtained in a closed session that has direct financial or liability implications for that Party to the following individuals:

(A) Legal counsel of that Party for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party.

(B) Other members of the legislative body of the Party present in a

closed session of that Party.

(2) Any designated alternate member of the Board who is also a member of the legislative body of a Party and who is attending a properly noticed meeting of the Board in lieu of a Party's regularly appointed member shall be allowed to attend closed sessions of the Board.

6.3 Quorum and Votes.

(a) Three (3) directors of the Board shall constitute a quorum for the purpose of transacting business. In the absence of a quorum at any meeting of the Board, a majority of the directors present, or the Secretary in the absence of all directors, may adjourn the meeting from time to time without further notice, but no other business may be transacted. If the number of Board members expands through amendment of this Agreement, a new quorum shall be established by said amendment.

(b) All of the powers and authority of the Authority shall be exercised by the Board, subject, however, to the reserved right of the Parties as herein set forth. Unless otherwise provided herein, each director shall be entitled to one vote, and a vote of three (3) directors of the Board qualified to vote may adopt any motion, resolution or order and take any other action which they deem appropriate to carry forward the objectives of the Authority. If the number of Board members expands through amendment of this Agreement, a new voting threshold shall be established by said amendment.

(c) As mentioned in the Recitals, the intent of this Agreement is to encourage the participation of Basin stakeholders in the Authority through agreements between Partners in the Operational Units and/or adding said Partners as additional Parties to this Agreement and the Authority. It is hereby acknowledged and agreed that the addition of Parties as contemplated in the Recitals may include the addition of an Operating Unit in place of, or in addition to, other Parties. For example, and not by way of limitation, the future membership of the Authority and the composition of the Board and voting rights may be along the following lines:

INLAND EMPIRE UTILITIES AGENCY – 1 director on the Board;

EASTERN OPERATIONAL UNIT – 2 directors on the Board elected among Partners within said Unit. The Unit would potentially take the place of the Cucamonga Valley Water District as a Party;

WESTERN OPERATIONAL UNIT – 2 directors on the Board elected among Partners within said Unit. The Unit would potentially take the place of the Monte Vista Water District and/or the City of Ontario as Parties.

6.4 Authority to Expend Revenues. The Board shall authorize the expenditure of any and all funds of the Authority. Authorized expenditures shall include, but not be limited to, payments toward Planning Activities and any other obligations authorized by the Board pursuant to the purposes of this Agreement and the powers of the Board.

6.5 Minutes. The Secretary of the Board shall keep or cause to be kept, at the principal office or such other place as the Board may order, a book or electronic copy of minutes of all meetings of the Board and its committees, with the time and place of holding, whether regular or special, and if special how authorized, the notice thereof given, the names of those present at the meetings, and the proceedings thereof. As soon as practicable after each meeting, the Secretary shall cause a copy of the minutes to be forwarded to each director of the Board and to the Parties.

7. Financial Provisions.

7.1 Funding. For subsequent years, each Party shall make a contribution to the Authority to pay that Party's proportionate share of expenses under the annual budget, approved by the Board, and any other expenses of the Authority based on the percentages in the table set forth below.

CUCAMONGA VALLEY WATER DISTRICT	25%
MONTE VISTA WATER DISTRICT	25%
CITY OF ONTARIO	25%
INLAND EMPIRE UTILITIES AGENCY	25%

Any Party may contribute staff or personnel time to the Authority when approved by the Authority and the Parties, and that Party shall receive credit towards any such annual contributions to the Authority based on the actual costs of the contributed staff or personnel time. If the number of Parties to this Agreement and the Authority expands through amendment of this Agreement, a new funding distribution shall be established by said amendment.

7.3 Capital Purchases. Notwithstanding Section 7.2 above, the Board and the Parties may agree to a different proportion of funding contributions required from the Parties for capital purchases when equity so requires. Any such capital purchases shall only be made, if at all, as part of any subsequent implementation of any of the projects which may result from Planning Activities and shall be the subject of a new joint exercise of powers agreement, or amendment(s) to this Agreement.

7.2 Budget. Within one year after the first meeting of the Board, and thereafter prior to the commencement of each successive Fiscal Year, the Board shall adopt an annual budget for expenditures and revenues of the Authority under this Agreement for the ensuing Fiscal Year. Each Party shall be provided with a copy of the proposed budget at least thirty (30) days before the Board's approval, and within this period shall have the opportunity to review the proposed budget and submit comments on it to the Authority.

7.3 Invoicing. Upon completion of the initial budget, and thereafter at such other intervals as determined appropriate by the Board, the Authority shall determine the amount of the budget expenses payable during the ensuing period pursuant to each Party's share of expenses required by this Agreement, and the budget approved by the Board. The Authority shall submit to each Party an invoice showing the Party's share for the applicable period together with a calculation of the Party's share. Each Party shall pay to the Authority the amount

invoiced within thirty (30) days after the date of the invoice. Any amount not paid within sixty (60) days of the date of an invoice shall be delinquent.

7.4 Payment of Prior Costs/Potential Reimbursement. The Board may agree to reimburse any Party for any costs related to this Agreement incurred prior to execution of this Agreement. In addition, the Board may consider reimbursing any of the costs set forth herein in the event any Party, or a Party that later joins the Authority, decides to withdraw or reduce its role in the Authority.

7.5 Default and Delinquency. Any Party which defaults in its obligation to pay or advance any amounts due pursuant to this Agreement after such amounts have become delinquent shall be deemed to have waived and relinquished any rights and benefits it may have under this Agreement. Any defaulting Party shall pay to the Authority interest on the unpaid amount at the rate of ten percent (10%) per annum, or the maximum rate allowed by law if it is less than ten percent (10%) per annum, until the overdue invoice amount is paid in full. In the event of a default, the non-defaulting Party may immediately terminate this Agreement. If the Agreement is terminated pursuant to this section, then the defaulting Party shall remain liable for payment of its share of debts, liabilities and obligations under this Agreement incurred prior to the date of termination, plus interest.

7.6 Accounting. The Authority shall maintain strict accountability of all funds, receipts and expenses, and shall keep and maintain appropriate records and accounts of all funds, receipts and expenses under this Agreement in accordance with generally accepted accounting practices for California public agencies and the requirements of the Act. The Authority shall allow any Party, or any of its employees, accountants, attorneys or agents to review, inspect, copy and audit any such records and accounts.

7.7 Record of Contributions. The Authority shall maintain records of all facilities, equipment, and associated property and assets contributed by each Party and by the Authority, including any staff resources contributed to the Authority.

7.8 Audit. The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of such audit reports shall be filed with the State and each Party pursuant to the requirements of law and the agreement of the Parties.

7.9 Expenditures. The Board shall establish and comply with a system and procedure for the review and approval of Authority expenditures and claims and the drawing and signing of Authority warrants or checks. All expenditures shall be consistent with the approved budget, except as otherwise determined by the Board.

8.

9. Debts, Liabilities, Obligations.

9.1 Of Authority. Subject to all applicable laws, all debts, liabilities and obligations of the Authority shall be those of the Authority, and do not constitute debts, liabilities or obligations of any one or more of the Parties. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as provided in supplemental agreements or amendments as shall be executed by the Parties.

9.2 Prior to Execution. The debts, liabilities and obligations of each Party in existence or accrued as of the full execution of this Agreement shall remain the debts, liabilities and obligations of that Party and shall not be assumed by or transferred to the Authority. After the execution of this Agreement by both Parties, however, any debt, liability or obligation of the Authority must be expressly approved or accepted by the Authority.

10. Indemnity and Hold Harmless.

10.1 Indemnification. Each Party (“the Indemnifying Party”) shall defend, indemnify and hold harmless the Authority and the other Parties, and their respective elected officials, officers, employees, agents and volunteers, from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or in connection with the negligent or wrongful acts, errors or omissions of the Indemnifying Party or its elected officials, officers, employees, agents or volunteers when acting outside of the scope of this Agreement.

10.2 Survival. These defense, indemnification and hold harmless obligations shall survive and continue in full force and effect after withdrawal of any Party from this Agreement or termination of this Agreement for any reason with respect to any negligent acts, errors or omissions that occurred before the date of such withdrawal or termination.

11. Termination, and Withdrawal.

11.1 Termination.

(a) If there are only two Parties to this Agreement, either Party may terminate the Agreement with an effective termination date of June 30 of any Fiscal Year, provided that written notice is provided to, and received by, the Authority and the other Party by the terminating Party no later than June 30 of the prior Fiscal Year, as expressed by vote of the governing body of the terminating Party. Any terminating Party shall be obligated to pay that Party’s contributions agreed upon in Section 7.2 of this Agreement for the Fiscal Year ending on the effective date of termination.

(b) The Parties may all jointly agree by written consent to terminate the Agreement, as expressed by resolution of the governing boards of all Parties (passed by vote of the membership of the governing body of each Party). Such termination shall provide for adequate time to wind-up the affairs of the Authority and distribute any assets pursuant to this Agreement. The Parties shall be obligated to pay their contributions agreed upon in Section 7.2 of this Agreement until the effective date of termination.

(c) If there are three or more Parties to this Agreement, this Agreement shall terminate upon the effective date of withdrawal from this Agreement of a Party or Parties pursuant to Section 11.2, if such withdrawal would result in only one Party remaining as a party to the Agreement.

11.2 Withdrawal.

(a) If there are three or more Parties to this Agreement, a Party may withdraw from the Authority with an effective date of June 30 of any Fiscal Year, provided that written notice is provided to, and received by, the Authority and all other Parties by the withdrawing Party no later than June 30 of the prior Fiscal Year, as expressed by vote of the governing body of the withdrawing Party.

(b) Any withdrawing Party shall be obligated to pay that Party's contributions agreed upon in Section 7.2 of this Agreement for the Fiscal Year ending on the effective date of withdrawal.

(c) Any withdrawing Party shall pay its proportional share of the debt of the Authority existing on the date of withdrawal, calculated based on the same proportions of contributions as agreed upon in Section 7.2 of this Agreement. Such payment may be a cash payment of the full amount or periodic payments as the debt becomes due and payable. Should the withdrawing Party choose to pay such amount as the debt becomes due and payable, such Party shall be responsible for all interest and finance costs due in addition to principal payments.

11.3 Disposition of Property Upon Termination. Upon termination of this Agreement, the assets and property of the Authority shall be distributed as follows:

(a) First, if either Party is in default of its obligation to pay or advance any amounts due to Authority pursuant to this Agreement, then any funds or assets of the defaulting Party shall be applied to the Authority in satisfaction of any such delinquency.

(b) Second, any other funds on hand shall be used to liquidate and wind-up the affairs of the Authority.

(c) Third, any surplus funds on hand remaining after satisfaction of subsections (a) and (b) above shall then be returned to the Parties in proportion to their proportional financial contributions made to the Authority.

(d) Fourth, any remaining property and assets shall be divided and distributed amongst the Parties pursuant to separate agreement of the Parties entered into at that time. If such subsequent agreement is not successfully negotiated and agreed to within a reasonable period of time, then the remaining property and assets shall be sold and the net proceeds from any sale shall be distributed among the Parties in proportion to their financial and equipment contributions made to the Authority during the operation of this Agreement and any ancillary agreements.

11.4 Dispute Resolution

(a) If a Party to this Agreement believes that another Party has failed to perform any obligation of that Party in accordance with the terms of this Agreement ("Default"), the Party alleging the Default shall provide written notice ("Default Notice") to the Authority, setting forth the nature of the alleged Default.

(b) If the Authority deems the alleged Party to be in default, the Authority shall provide a Default Notice to the alleged Party, and the Party claimed to be in Default shall have: (i) with respect to a Default involving the payment of money, ten (10) days after its receipt of the Default Notice to completely cure such Default, and (ii) with respect to any other type of Default, thirty (30) days from the receipt of the Default Notice to completely cure such Default or, if such Default cannot reasonably be cured within such thirty (30) day period, to commence the cure of such Default within the thirty (30) day period and diligently prosecute the cure to completion thereafter.

12. General Provisions.

12.1 Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the Parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

12.2 Headings. The section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

12.3 Consents. Whenever any consent and/or approval is required under this Agreement from any Party, said consent and/or approval shall not be unreasonably withheld.

12.4 Construction and Interpretation. It is agreed and acknowledged by the Parties that this Agreement has been arrived at through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.

12.5 Waiver. The waiver at any time by any Party of its rights with respect to a Default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent Default or matter.

12.6 Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either Party of any remedy under this Agreement shall be without prejudice to the enforcement of any other remedy.

12.7 Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

12.8 Successors and Assigns. Except as otherwise provided by law or legally ordered by the San Bernardino County Local Agency Formation Commission as part of a local government organization or reorganization proceeding, the rights and duties of the Parties under this Agreement shall not be assigned or delegated without the prior written consent of the other Party. Any attempt to assign or delegate such rights or duties in contravention of this Agreement

shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect, and may be subject to such additional reasonable conditions of approval imposed by the Party approving the assignment or delegation.

12.9 No Third Party Beneficiaries. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the Parties, and their permitted successors, transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

12.10 Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved by the governing board of each Party and executed by both Parties pursuant to the terms and conditions of this Agreement.

12.11 Governing Law and Venue. Except as otherwise required by law, this Agreement shall be interpreted, governed by and construed under the laws of the State of California. The County of San Bernardino shall be venue for any state court litigation and the Central District of California shall be venue for any federal court litigation concerning the enforcement or construction of this Agreement.

12.12 Attorney Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, expert witness and consulting fees, litigation costs and costs of suit.

12.13 Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class United States mail and addressed as follows:

CUCAMONGA VALLEY WATER DISTRICT

10440 Ashford Street
Rancho Cucamonga, CA 91729-0638
Attn: General Manager

MONTE VISTA WATER DISTRICT

10575 Central Avenue
Montclair, CA 91763
Attn: General Manager

CITY OF ONTARIO

c/o Ontario Municipal Utilities Company
1425 S. Bon View Avenue
Ontario, CA 91761
Attn: Utilities General Manager

INLAND EMPIRE UTILITIES AGENCY
6075 Kimball Avenue
Chino, CA 91708
Attn: General Manager

Any Party may change its address by notifying the other Party in writing of the change of address. Any notice or other communication served by personal delivery shall be deemed received when actually delivered. Any notice or other communication shall be received three days after deposit in United States mail, postage prepaid, return receipt requested.

12.14 Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Exercise of Powers Agreement as of the date set forth below.

CUCAMONGA VALLEY WATER DISTRICT

By _____

Title _____

Dated _____

MONTE VISTA WATER DISTRICT

By _____

Title _____

Dated _____

CITY OF ONTARIO

By _____

Title _____

Dated _____

INLAND EMPIRE UTILITIES AGENCY

By _____

Title _____

Dated _____

**ACTION
ITEM**

4C



Date: November 15, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Engineering, Operations & Water Resources
Finance & Administration

11/08/17

11/08/17

Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: RP-4 Trident Filters Construction Contract Award

Executive Summary:

In November 2016, IEUA awarded a consultant design contract to Carollo Engineers to manage the RP-4 Rehabilitation Projects from development to construction completion. During the project charter phase, it was determined that the trident filter system was in need of rehabilitation as three of the eight units are not functioning and a fourth is problematic. Due to the severity of the situation, the RP-4 Trident Filter Repair and Rehabilitation, Project No. EN17110.01, was created as an urgency project to rehabilitate the filters to improve the reliability and performance as well as maintain compliance with the NPDES permit.

On September 12, 2017, IEUA received four construction bids from pre-qualified contractors. J.F. Shea Construction, Inc., was the lowest responsive, responsible bidder with a bid price of \$3,799,000. The construction contract was unanimously recommended for IEUA Board approval by the Regional Technical and Policy Committees.

Staff requests the existing contract with Carollo be amended by \$454,858 to include engineering services, project management, and construction management, increasing the contract from \$1,288,858 to \$1,743,716.

Staff's Recommendation:

1. Award a contract for the RP-4 Trident Filters, Project No. EN17110.01, to J.F. Shea Construction, Inc. in the amount of \$3,799,000;
2. Approve a contract amendment to Carollo Engineers for engineering services, project management, and construction management for a not-to-exceed amount of \$454,858; and
3. Authorize the General Manager to execute the construction contract and consulting engineering services amendment subject to non-substantive changes.

Budget Impact Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval:

Account/Project Name:

EN17110/RP-4 Process Improvements Project

Fiscal Impact (explain if not budgeted):

None.

Prior Board Action:

On November 16, 2016, the Board of Directors awarded a contract to Carollo Engineers for the project management and design services for the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, and the RP-4 Process Improvements, Project No. EN17110, for a not-to-exceed amount of \$1,288,858.

Environmental Determination:

Categorical Exemption

CEQA identifies certain categories of projects as exempt from more detailed environmental review because these categories have been deemed to have no potential for significant impact on the environment. This project qualifies for a Categorical Exemption Class 1 as defined in Section 15301(b) of the State CEQA Guidelines.

Business Goal:

The RP-4 Trident Filters Project is consistent with the Agency's Business Goal of Wastewater Management specifically the Asset Management objective that IEUA will ensure that the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

Attachments:

- Attachment 1 - Background
- Attachment 2 - Powerpoint
- Attachment 3 - Construction Contract
- Attachment 4 - Consultant Engineering Amendment

Background

Subject: RP-4 Trident Filters Construction Contract Award

Regional Water Recycling Plant No. 4 (RP-4) began operation in July 1997, with an average daily liquid treatment capacity of seven million gallons per day (MGD) which was later expanded to 14 MGD in 2009. After over 20 years in service, some areas within the plant require rehabilitation due to the general deterioration of process components. IEUA's Asset Management Plan and a 2014 Condition Assessment Report recommended the Primary Clarifier Rehabilitation Project and the Process Improvement Project be implemented to mitigate the issues in the plant system infrastructure.

Due to the schedule and critical nature of these projects, the Engineering and Construction Management Department proposed an alternative project delivery approach for Project Management; using the services of a consulting firm to manage the project from development to construction completion. The goal of this approach was to create a seamless integration of the consulting project manager with IEUA staff to create a more efficient link between the project engineers and IEUA stakeholders. In November 2016, Carollo Engineers was awarded a contract for the project management and design services on the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, and the RP-4 Process Improvement, Project No. EN17110.

Carollo began the process of preparing the project charter by coordinating meetings and plant walks with the Operations and Maintenance Department. During this process, a significant problem was discovered related to the trident filters in the tertiary treatment system. Three of the eight units are not functioning and a fourth is problematic. Staff re-directed Carollo to focus their team on preparing a fast track design/repair of the trident filter system.

This new scope item resulted in additional engineering and future construction management services. IEUA staff carefully reviewed all additional scope during the preparation of the project charter and agree that this work is necessary to keep the plant operating efficiently as well as within the limits of the National Pollutant Discharge Elimination System (NPDES) permit.

On August 8, 2017, IEUA pre-qualified five general contractors to bid on the project. On August 21, 2017, a request for bids was advertised to the pre-qualified contractors through PlanetBids. On September 12, 2017, the following four bids were received:

Bidder's Name	Total Price
J.F. Shea Construction, Inc.	\$ 3,799,000
PCL Construction, Inc.	\$ 3,809,757
SCW Contracting Corporation	\$ 4,238,467
J.R. Filanc Construction Company, Inc.	\$ 4,300,000
Engineer's Estimate	\$ 4,500,000

J.F. Shea Construction, Inc., was the lowest responsive and responsible bidder with a bid price of \$3,799,000. J.F. Shea Construction, was pre-qualified by presenting the required experience on performing similar projects with other utilities and cities and showing good workmanship and responsiveness. Additionally, J.F. Shea Construction has shown good performance on other IEUA projects.

In addition to the construction contract award, staff requests that the existing contract with Carollo Engineers be amended by \$454,858 to include engineering services, project management, and construction management, increasing the contract from \$1,288,858 to \$1,743,716.

The following table is the anticipated project cost:

Description	Estimated Cost
Design Services	\$1,069,073
Consultant Design	\$657,594
Project Management	\$189,346
Trident Filter Consultant Amendment (this action)	\$167,441
IEUA Design Services	\$54,692
Construction Services Estimate	\$2,763,561
Trident Filter Engineering Services During Construction (this action)	\$287,417
Remaining Engineering Services During Construction	\$1,708,671
Construction Management	\$298,113
IEUA Construction Services (2.5%)	\$469,360
Construction Estimate	\$20,652,948
Trident Filter Construction (this action)	\$3,799,000
Remaining Construction	\$14,976,408
Contingency (10%)	\$1,877,540
Total Project Cost	\$24,485,582
Total Project Budget	\$24,027,753
Remaining Budget	(\$457,829)

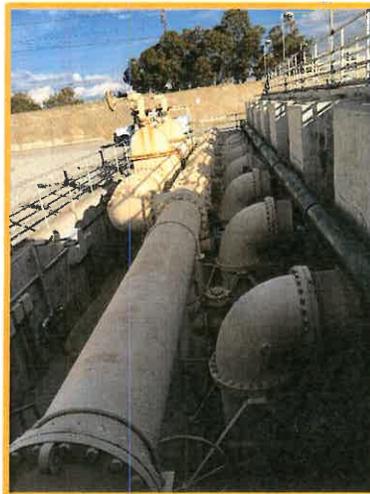
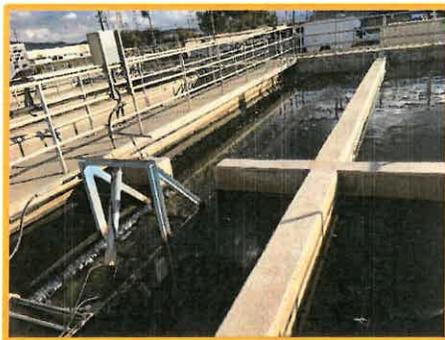
The following table is the project schedule:

Project Milestone	Date
Design Completion	August 2017
Construction Contract Award	November 2017
Construction Completion	March 2019

Fiscal Impact:

If approved, the construction contract award and consultant contract amendment for the RP-4 Rehabilitation, Project No. EN17110, for the combined amount of \$4,253,858, will be within the total project budget of \$17,466,763 in the Regional Wastewater Operations and Maintenance (RO) Fund. An estimated amount of \$2,420,000 will be spent this fiscal year. The future year funding will be re-appropriated accordingly during the FY 2017/18 review of the Ten-Year Capital Improvement Plan.

RP-4 Trident Filters Rehabilitation and Replacement Construction Contract Award and Consultant Amendment Project No. EN17110.01



Shaun J. Stone, P.E.
November 2017

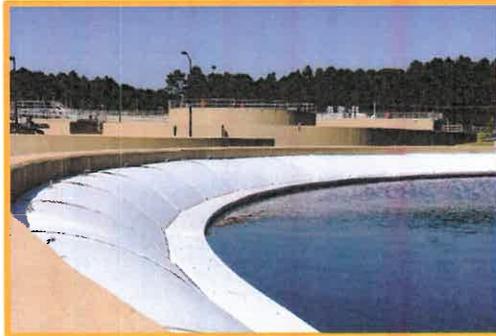
The Project

- **Project Background**

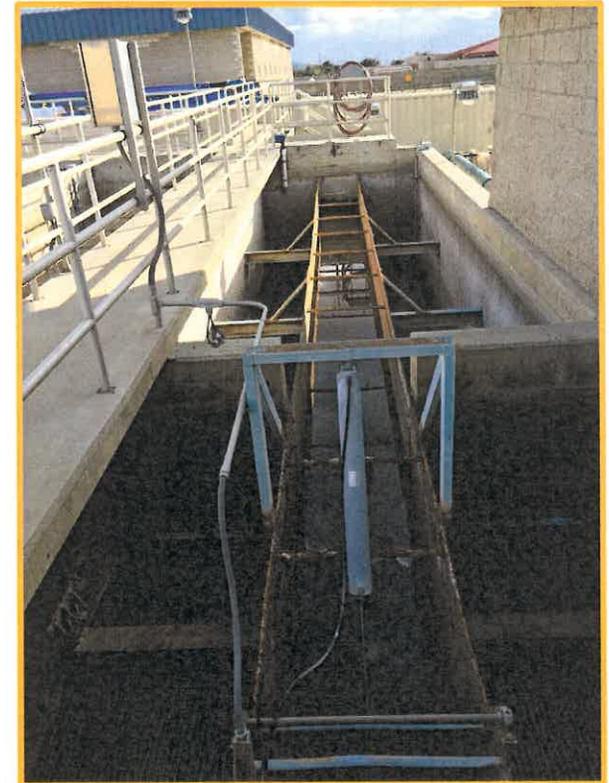
- Urgency project
- Meet RP-4 operational and permit requirements
- Three of eight filter units currently out of service
- Fourth filter bay showing signs of failure

- **Project Scope**

- Add weir covers, replace filters, and add backwash pumps



Weir Covers



Out of Service Filter Bay

Contractor Selection

Four bids received on September 12, 2017

Bids Received

Bidder's Name	Total Price
J.F. Shea Construction, Inc.	\$3,799,000
PCL Construction, Inc.	\$3,809,757
SCW Contracting Corporation	\$4,238,467
JR Filanc Construction	\$4,300,000
Engineer's Estimate	\$4,500,000

Project Budget and Schedule

Description	Estimated Cost	Project Milestone	Date
Design Services	\$1,069,073	PDR Completion	April 2018
Consultant Design	\$657,594	Design Completion	October 2018
Project Management	\$189,346	Construction Contract Award	February 2019
Trident Filter Consultant Amendment	\$167,441	Construction Completion	March 2021
IEUA Design Services	\$54,692		
Construction Services Estimate	\$2,763,561		
Trident Filter Engineering Services During Construction	\$287,417		
Remaining Engineering Services During Construction	\$1,708,671		
Construction Management	\$298,113		
IEUA Construction Services (2.5%)	\$469,360		
Construction Estimate	\$20,652,948		
Trident Filter Construction (this action)	\$3,799,000		
Remaining Construction	\$14,976,408		
Contingency (10%)	\$1,877,540		
Total Project Cost	\$24,485,582		
Total Project Budget	\$24,027,753		
Remaining Budget	(\$457,829)		

Recommendation

- Award a contract for the RP-4 Trident Filters, Project No. EN17110.01, to J.F. Shea Construction, Inc. in the amount of \$3,799,000;
- Approve a contract amendment to Carollo Engineers for engineering services, project management, and construction management for a not-to-exceed amount of \$454,858; and
- Authorize the General Manager to execute the construction contract and consulting engineering services amendment subject to non-substantive changes.

The RP-4 Trident Filters Project is consistent with the **IEUA's Business Goal of Wastewater Management** specifically the Asset Management objective that IEUA will ensure that the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

CONTRACT

THIS CONTRACT, made and entered into this 15th day of November 2017, by and between J.F.Shea, hereinafter referred to as "Contractor," and The Inland Empire Utilities Agency, a Municipal Water District, located in San Bernardino County, California, hereinafter referred to as "Agency".

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, the Agency and the Contractor agree as follows:

1. Contractor agrees to perform and complete in a workmanlike manner, all work required under the bidding schedule of said Agency's specifications entitled SPECIFICATIONS FOR THE CONSTRUCTION OF THE RP-4 TRIDENT FILTER REHABILITATION AND REPAIR, PROJECT NO. EN17110.01, in accordance with the specifications and drawings, and to furnish at their own expense, all labor, materials, equipment, tools, and services necessary, except such materials, equipment, and services as may be stipulated in said specifications to be furnished by said Agency, and to do everything required by this Contract and the said specifications and drawings.
2. For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools and equipment, and doing everything required by this Contract and said specifications and drawings; also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Agency, and for all risks of every description connected with the work; also for all expenses resulting from the suspension or discontinuance of work, except as in the said specifications are expressly stipulated to be borne by said Agency; and for completing the work in accordance with the requirements of said specifications and drawings, said Agency will pay and said Contractor shall receive, in full compensation therefore, the price(s) set forth in this Contract.
3. That the Agency will pay the Contractor progress payments and the final payment, in accordance with the provisions of the contract documents, with warrants drawn on the appropriate fund or funds as required, at the prices bid in the Bidding and Contract Requirements, Section C - Bid Forms and accepted by the Agency, and set forth in this below.

Total Bid Price \$ Three Million, Seven Hundred Ninety-Nine Thousand Dollars

and Zero Cents.

If this is not a lump sum bid and the contract price is dependent upon the quantities constructed, the Agency will pay and said Contractor shall receive, in full compensation for the work the prices named in the Bidding and Contract Requirements, Section C - Bid Forms.

4. The Agency hereby employs the Contractor to perform the work according to the terms of this Contract for the above-mentioned price(s), and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.
5. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractors License Declaration, Specifications, Drawings, all General Conditions and all Special Conditions, and all addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Contract, as if fully set forth.
6. The Contractor agrees to commence work under this Contract on or before the date to be specified in a written "Notice To Proceed" and to complete said work to the satisfaction of the Agency within four hundred and ten (410) calendar days after award of the Contract. All work shall be completed before final payment is made.
6. Time is of the essence on this Contract.
7. Contractor agrees that in case the work is not completed before or upon the expiration of the contract time, damage will be sustained by the Agency, and that it is and will be impracticable to determine the actual damage which the Agency will sustain in the event and by reason of such delay, and it is therefore agreed that the Contractor shall pay to the Agency the amount of three thousand (\$3,000) dollars for each day of delay, which shall be the period between the expiration of the contract time and the date of final acceptance by the Agency, as liquidated damages and not as a penalty.
8. All work shall be completed before final payment is made. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by the Agency, and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that the Agency may deduct the amount thereof from any money due or that may become due to the Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount per Item No. 7 of this Contract.

9. In addition to the liquidated damages, which may be imposed if the Contractor fails to complete the work within the time agreed upon, the Agency may also deduct from any sums due or to become due to the Contractor, penalties and fines for violations of applicable local, state, and federal law.
10. That the Contractor will pay, and will require subcontractors to pay, employees on the work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work, contained in or referenced in the contract documents.
11. That, in accordance with Section 1775 of the California Labor Code, Contractor shall forfeit to the Agency, as a penalty, not more than Fifty (\$50.00) Dollars for each day, or portion thereof, for each worker paid, either by the Contractor or any subcontractor, less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for the work.
12. That, except as provided in Section 1815 of the California Labor Code, in the performance of the work not more than eight (8) hours shall constitute a day's work, and not more than forty (40) hours shall constitute a week's work; that the Contractor shall not require more than eight (8) hours of labor in a day nor more than forty hours of labor in a week from any person employed by the Contractor or any subcontractor; that the Contractor shall conform to Division 2, Part 7, Chapter 1, Article 3 (Section 1810, et seq.) of the California Labor Code; and that the Contractor shall forfeit to the Agency, as a penalty, the sum of Twenty-Five (\$25.00) Dollars for each worker employed in the execution of the work by Contractor or any subcontractor for each day during which any worker is required or permitted to labor more than eight (8) hours in violation of said Article 3.
13. That the Contractor shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.
14. That the Contractor shall have furnished, prior to execution of the Contract, two bonds approved by the Agency, one in the amount of one hundred (100) percent of the contract price, to guarantee the faithful performance of the work, and one in the amount of one hundred (100) percent of the contract price to guarantee payment of all claims for labor and materials furnished.

15. The Contractor hereby agrees to protect, defend, indemnify and hold the Agency and its employees, agents, officers, directors, servants and volunteers free and harmless from any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (including employees of the Agency and the Contractor) and damage to property, arising directly or indirectly out of the obligation herein undertaken or out of the operations conducted by the Contractor, its employees agents, representatives or subcontractors under or in connection with this Contract to the extent permitted by law.

The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suit at the sole expense of the Contractor.

IN WITNESS WHEREOF, The Contractor and the General Manager of Inland Empire Utilities Agency*, thereunto duly authorized, have caused the names of said parties to be affixed hereto, each in duplicate, the day and year first above written.

Inland Empire Utilities Agency,*
San Bernardino County, California.

Contractor

By _____
General Manager

By _____
Title

*A Municipal Water District

Bond Number _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, a Municipal Water District, hereinafter designated as the "Agency," has, on November 15, 2017, awarded to J.F. Shea, hereinafter designated as the "Principal," the Contract for the construction of:

RP-4 Trident Filter Rehabilitation and Replacement, Project No. EN17110.01

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract:

NOW, THEREFORE, WE, the Principal, and _____, as Surety, are held and firmly bound unto the Agency the penal sum of _____ dollars(\$_____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and will and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on its or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, Agency and engineer, their officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue and Principal and Surety, in the event suit is brought on this bond, will pay to Agency such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation in the said amount shall hold good for a period of one (1) year after the completion and acceptance of said Contract, during which time if the above bounden Principal, its heirs, executors, administrators, successors, or assigns shall fail to make full, complete, and satisfactory repair and replacements or totally protect said Agency from loss or damage made evident during said period of one year from the date of acceptance of the work under said Contract, and resulting from or caused by defective materials or faulty workmanship in the execution of the work done, the above obligation in the said amount shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

Bond Number _____

SECOND PAGE OF PERFORMANCE BOND

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal (print name)

Signature for Principal

(Corporate Seal)

Bond Number _____

THIRD PAGE OF PERFORMANCE BOND

Surety (print name)

Signature for Surety

(Surety Seal)

Surety address

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT OF
SURETY BELOW**

Bond Number _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, WHEREAS, the Inland Empire Utilities Agency, hereinafter designated as the "Agency", has, on November 15, 2017, awarded to J.F. Shea, hereinafter designated as the "Principal," a Contract for the construction of:

RP-4 Trident Filter Repair and Rehabilitation, Project No. EN17110.01

WHEREAS, said Principal is required under the terms of said Contract to furnish a payment bond providing that if said Principal, or any of their subcontractors, shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said Contract, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, WE, the Principal, and _____, as Surety, are held and firmly bound unto the Agency the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or its heirs, executors, administrators, successors, or assigns, shall fail to pay any person specified in California Civil Code Section 3181, or for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work under said Contract, or for any work or labor thereon of any kind or for amount due under the Unemployment Insurance Code with respect to work or labor performed under said Contract, or for any amounts due, or to be withheld pursuant to Sections 18806 of the Revenue and Taxation Code of the State of California, or with respect to any work or labor for which a bond is required by the provisions of Sections 3247 through 3252 of the California Civil Code, and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, appliances, or power use, in, upon, for, or about the performance of the work under said Contract, or any person who performs work or labor upon same, or any person who supplies both work and materials, thereto, shall have complied with the provisions of said Civil Code, then said surety will pay the same in or to an amount not exceeding the amount herein before set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees to Agency as shall be fixed by the court.

Bond Number _____

SECOND PAGE OF PAYMENT BOND

This bond shall inure to the benefit of Agency and any and all persons, companies, and corporations and their respective assigns entitled to file claims under applicable State law, including but not limited to, California Civil Code Section 3181, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Contract or to the work to be performed there under or the specifications accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

As a part of the obligation secured hereby and in addition to the amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal (print name)

Signature for Principal

(Corporate Seal)

Bond Number _____

THIRD PAGE OF PAYMENT BOND

Surety (print name)

Signature for Surety

(Surety Seal)

Surety address

**ATTACH POWER-OF-ATTORNEY AND NOTARIAL ACKNOWLEDGEMENT OF SURETY
BELOW**

WAIVER/RELEASE OF LIABILITY

I, the undersigned, on behalf of _____ (hereinafter called Firm) fully understand that the storage or leaving of _____ at the Agency's _____ facility, located at _____ California, during the period of _____ to _____ exposes Firm to the risk of, but not limited to, theft, fire damage, vandalism, water damage, wind damage, and possible personal injury to Firm's employees. For the privilege of storing/leaving _____ at said location, Firm agrees to assume any and all such risk.

In consideration of being able to store/leave said item(s) at said location, Firm hereby releases, agrees not to sue, or bring any action against, the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers for any and all liability, claims, or actions for injury or death to Firm's employees, or damage or theft of said property arising out of, or in connection with, the storage or leaving of said item(s) at Inland Empire Utilities Agency's facility for whatever cause, excluding the purposeful actions or active negligence of the Inland Empire Utilities Agency, its officers, employees, agents, representatives, and volunteers.

I have carefully read this Waiver/Release of Liability and covenant not to sue, and fully understand its contents, and the possible exposures that Firm is agreeing to assume. I am aware that this Waiver/Release of Liability is a full release of any and all liability. I am signing such as the authorized agent of Firm, and of my own free will.

Name of Firm

By: _____
Representative's signature

Date

Print Name

Title

Approved: _____

Date

Department Manager of Engineering signature

Distribution: Department Manager of Engineering, Construction Manager; Construction Project Manager; Supervisor; Risk Manager; Contractor, Subcontractor, Supplier, or Repair Person



CONTRACT AMENDMENT NUMBER: 4600002243-001

FOR

PROJECT MANAGEMENT AND DESIGN SERVICES

FOR THE RP-4 PRIMARY CLARIFIER REHABILITATION PROJECT NO. EN17043

AND RP-4 PROCESS REHABILITATION PROJECT Nos. EN17110 and EN17110.01

THIS CONTRACT AMENDMENT ONE 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 interchangeably as "IEUA" and "Agency") and Carollo Engineers, Inc. with offices located in Riverside, Irvine, and Los Angeles, California (hereinafter referred to as "Consultant") for Project Management and Design Services for the RP-4 Primary Clarifier Rehabilitation, Project No. EN17043, and RP-4 Process Rehabilitation, Project Nos. EN17110 and EN17110.01, and shall revise the Contract as herein amended:

SECTION THREE, SCOPE OF WORK AND SERVICES, IS REVISED TO ADD THE FOLLOWING PARAGRAPH: Additional services and responsibilities shall include and be in accordance with Exhibit C, which is incorporated herein, attached hereto, and made a part hereof by this reference.

SECTION FIVE, COMPENSATION, REVISES THE SECOND PARAGRAPH AS FOLLOWS: As compensation for additional work performed under this Contract Amendment, Agency shall pay Consultant a ***NOT-TO EXCEED maximum of \$1,743,716.00, which represents an increase of \$454,858.00 to the Contract.***

ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN UNCHANGED.

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.

[Signature Page Immediately Follows]

INLAND EMPIRE UTILITIES AGENCY:

(A Municipal Water District)

CAROLLO ENGINEERS, INC.:

P. Joseph Grindstaff (Date)
General Manager

Dr. Graham Juby, P.E. (Date)
Principal-in-Charge / Vice President

Eric M. Mills, P.E. (Date)
Senior Vice President

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Exhibit C

October 9, 2017

Mr. Jerry Burke
Deputy Manager of Engineering
Inland Empire Utilities Agency
6075 Kimball Avenue
Chino, CA 91708

Subject: RP-4 Primary Clarifier and Process Rehabilitation Projects (EN17043, EN17110, EN17110.01) - Amendment No. 1 Justification and Request for Design, Project Management, Construction Management and Engineering Services during Construction for the Trident Filter Emergency Project (EN17110.01).

Dear Mr. Burke:

Carollo Engineers, Inc. (Carollo), is currently providing engineering services for the RP-4 Primary Clarifier and Process Rehabilitation projects (EN17043, EN17110, EN17110.01). In the execution of these projects it was decided to accelerate the portion of the work associated with the replacement of the Trident Filters emergency project (EN17110.01). This letter details the background of the project and describes additional services that are required to perform design, project management, construction management and engineering services for this accelerated project element. The intent of this letter is to provide the justification for an amendment of our current Agreement to provide the services that are detailed in this letter.

Background

In October 2016, Carollo was selected by the Inland Empire Utilities Agency (IEUA) for the RP-4 Primary Clarifier and Process Rehabilitation project identified in RFP-RW-16-021, which incorporated two separate projects EN17043 and EN17110. The project development phase for these two projects kicked-off in January 2017. As project development progressed for these projects, it became apparent around April/May 2017 that repair and rehabilitation work associated with the Trident Filters at RP-4 needed to be completed in an expedited manner in order to continue meeting plant operational and permit requirements. Project EN17110.01 was created as a sub project to EN17110 for this expedited emergency work.

Carollo, under the direction of IEUA, proceeded with expedited design services for EN17110.01.

The Trident Filter emergency project (EN17110.01) is currently in the bid phase, with anticipated construction award date in November 2017. In order for Carollo to continue providing services for this project (EN17110.01), the Carollo Agreement requires an amendment to include construction management, and engineering services during construction, as well as the design and project management services that were not included in the original Agreement.

Additional Scope of Work Items

Additional scope of work items for the Trident Filters project (EN17110.01) are presented below. These items were not included with the Agreement's original scope of work.

- Remove material (sand, gravel, anthracite) and inspect/refurbish/replace underdrains, and load new material – sand, gravel and anthracite for Trident Filters (EN17110.01).

- Replace/refurbish deteriorated steel components and elements for Trident Filters (EN17110.01).
- Following a backwash event for the Trident Filters, currently an air column will develop in the backwash header. When the system goes to backwash the filters they initially blow air onto the filter media blowing off media unintentionally. This wastes filter media unnecessarily adding operational cost to the facility. Check valves leak, may need to add additional air valves to header and/or replace check valves (EN17110.01).
- Install wiring and SCADA control logic and screens for Trident Filters to allow for operations to open/modulate/close control valves through SCADA (EN17110.01).
- Upgrade Trident Filter instrument air compressors. Ensure compressors have the capability to share load in auto for even load sharing (EN17110.01).
- Upgrade Trident Filter compressed air driers and add higher capacity air tank receiver(s). Preferred if air driers are disposable/replaceable. Preferred if air tank receivers are outside of the building to allow for easier access for maintenance to building inside and outside components (EN17110.01).
- Provide local and SCADA control of Trident Filter instrument air compressors Nos. 1 and 2. Air compressors currently have limited local control requiring use of screw drivers for set points, etc. (EN17110.01).
- Provide new eight new multi-wash backwash troughs for the Trident Filters (EN17110.01).
- Replace quills for mixers downstream of chlorine injections (EN17110.01).
- For air distribution system and influent water distribution system at clarifier zone, replace rubber gaskets and victaulic couplings. Inspect 2-inch air laterals, and replace air laterals, as needed. Assume ten percent replacement of 2-inch air laterals (EN17110.01).
- Replace basket screens on AC drain pipes, including associated hardware and gaskets (EN17110.01).
- For filter underdrain system, replace all the tri-seals, hold down nuts and washers. Order 10 percent of PVC Triton underdrains to replace broken/damaged underdrains. Inspect underdrains and replace, as needed (EN17110.01).
- Remove all remnants of ultrasonic level transducers in filter zone - one per filter (eight total). Replace existing filter pressure level transducers with ultrasonic level transmitters, and replace filter level switches (EN17110.01).
- Install pressure transmitters at clarifier side - one per clarifier (eight total). Also install flush connections to prevent pressure transmitters from clogging (EN17110.01).
- Install new low rate backwash pumps. Replace existing 6-inch gate valves, 6-inch check valves, and 6-inch magmeter. Replace 6-inch pump columns and strainers. Run new electrical and control wiring to pumps and meter (EN17110.01).
- At 6-inch low rate backwash pipeline, replace 6-inch pneumatic butterfly valve and actuator. Also install 6-inch butterfly valve at the end of this pipe per drawings and connect it back with low rate backwash pump discharge line (EN17110.01).
- On high rate backwash pumps discharge lines, replace existing 16-inch check valves (EN17110.01).

- Add one 2-inch air release valve on 20-inch backwash header (EN17110.01).
- Replace filter air scour 6-inch and 8-inch butterfly valves and actuators and 8-inch check valves in filter air scour system (EN17110.01).
- Replace 12-inch influent plug valves and actuators. Also replace 12-inch influent plug valve for filter number eight immediately downstream of influent header (EN17110.01).
- Replace 20-inch pneumatic butterfly valve and actuator located at backwash water header (EN17110.01).
- Provide new secondary clarifier effluent channel weir covers for three secondary clarifiers (EN17110.01).
- Add additional utility water connections for secondary clarifiers (EN17110.01).
- Provide rolling access scaffolding for secondary clarifiers, one for each clarifier (EN17110.01).

Effort expended for Design and Project Management

The majority of the design work and project management effort for the Trident Filter project was not included in the Agreement's original Scope of Work. For project management, the major effort was expended for project development and for participation in four separate workshops specific to the Trident Filters project. These four workshops are described as follows:

- A three-hour workshop and site walk with IEUA operations and maintenance staff to better understand Trident Filter issues.
- A three-hour workshop and site walk with West Tech and IEUA operations and maintenance staff to develop scoping for the Trident Filter project.
- A three-hour workshop and site walk with West Tech technical staff and IEUA operations and maintenance staff to develop design for the Trident Filter project.
- A three-hour workshop to present and obtain feedback from IEUA operations and maintenance staff on draft design/bid documents for the Trident Filter project.

The majority of design effort expended for the Trident Filter project consisted of drawing development, specification development, and full IEUA front-end document development for the additional scope of work items noted above, including:

- Preparation of one hundred and eight (108) marked-up record drawings, fabrication (submittal) drawings, bill of material drawings, and manufacturer cut sheet drawings to construction bid level for construction purposes.
- Preparation forty-two (42) specification sections to construction bid level for construction purposes.
- Preparation of a full IEUA front-end document to construction bid level for construction purposes.

Project design was delivered on a fast track schedule considering the emergency nature of this project. The planning and design work began in May, 2017 and the bid package was issued to prospective construction bidders on August 21, 2017.

Level-of-Effort Approach for Construction Management and Engineering Services during Construction

Our level-of-effort approach and fee estimate for construction management (CM) and engineering services during construction (ESDC) for the Trident Filter emergency project (EN17110.01) is summarized below.

The low bid for the Trident Filter emergency project (EN17110.01) was \$3.8M, with a construction duration of approximately twelve months through substantial completion. The majority of the equipment for this project, which will be supplied by West Tech, is anticipated to arrive on site in approximately six to seven months after notice of construction award. Therefore, the majority of construction management and inspection work will occur during the final six months of the construction phase. Level-of-effort man loading for CM services has been budgeted accordingly.

Carollo is proposing to use **Brian Wilson** as our construction manager for this expedited project, and his services will be needed throughout the construction phase. During initial stages of construction, Brian will be involved with submittal review, schedule review, setting up document control procedures, attending and leading construction meetings, etc. During the latter stages of construction, Brian will be more heavily involved with construction oversight activities. We anticipate Brian will need to support the project with approximately 25 percent (1/4 time) of his time over the 12-month project duration.

Tim VanDamme is our proposed general inspector for this project. Tim will provide general inspection services covering civil, structural, and mechanical works. We anticipate that Tim will need to support the project full-time for a four to five-month period during the latter stages of the project, once the majority of the equipment has been delivered.

John Benusik is our proposed electrical inspector for this project and he will provide electrical and I&C inspection services. We anticipate that that John will need to support the project for about 180 hours during the latter stages of construction.

Miscellaneous materials testing services are also anticipated for this project with an estimated upper limit of \$6,500. Additional assumptions related to construction management services include:

- Inspectors are paid prevailing wage rate.
- Contractor labor compliance is not included.
- Contractor, or IEUA, will furnish field office space for the construction manager and general inspector, including computers, printers, paper, etc.
- Construction management staffing is based on the baseline project schedule. If the actual construction duration deviates from the baseline project schedule, then a mutually agreeable revision to the construction management fee estimate will be necessary to account for the revised level-of-effort needed to support an extended construction duration. The baseline project schedule construction duration is 11.5 months through substantial completion, and two months are allocated for project closeout after substantial completion up until final completion.

Carollo also intends to support the project with engineering services during the construction phase. These services consist of submittal review, response to Contractor RFIs and RFCs that cannot be addressed by the

construction manager, change order review technical support, preparation of design document clarifications, and preparation of record drawings. Level-of-effort assumptions for engineering services during construction include:

- Review twelve submittals and ten re-submittals.
- Respond to twenty Contractor RFIs/RFCs.
- Technical support for two Contractor change order requests.
- Prepare two design document clarifications.
- Update twenty drawings for record drawing purposes. It is assumed that the record drawings would be a modification of the marked-up sheets used for bidding. New CAD drawings are not included.

Fee Estimate

Our proposed fee for design, project management, construction management and engineering services during construction for the RP-4 Trident Filter emergency project (EN17110.01) is summarized below and shown in detail in the attached fee estimate.

Table 1 **Amendment No. 1 Fee Estimate**

Project Scope Item	Fee
<i>Project EN17110.01</i>	
PM and Workshops	\$ 53,466
Engineering Services	\$ 113,975
<i>Environmental Document Coordination</i>	<i>\$ 3,665</i>
<i>Design and Bid Package Development</i>	<i>\$ 102,312</i>
<i>Bid Support</i>	<i>\$ 7,998</i>
Construction Management (CM)	\$ 218,210
Engineering Services During Construction (ESDC)	\$ 69,207
EN17110.01 TOTAL	\$ 454,858
TOTAL ORIGINAL AGREEMENT	\$ 1,288,858
TOTAL AMENDMENT No. 1 (EN17110.01)	\$ 454,858
NEW CONTRACT TOTAL	\$ 1,743,716

Mr. Jerry Burke
Inland Empire Utilities Agency
October 9, 2017

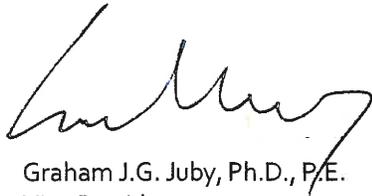
Page 6

Carollo requests that IEUA review the described level-of-effort and the assumptions contained in this letter for discussion purposes. Once IEUA and Carollo have an agreed level-of-effort and associated fee, an amendment to the existing Agreement (Amendment No. 1) will need to be executed.

We appreciate the opportunity to continue providing services to IEUA. Please contact either of the undersigned should you have any questions or require any further clarifications or additional information on the contents of this letter.

Sincerely,

CAROLLO ENGINEERS, INC.



Graham J.G. Juby, Ph.D., P.E.
Vice President

GJ/RPI:jrb

Encl: Detailed Labor Hour Breakdown and Fee Estimate



Roland Pilemalm, P.E.
Associate Vice President

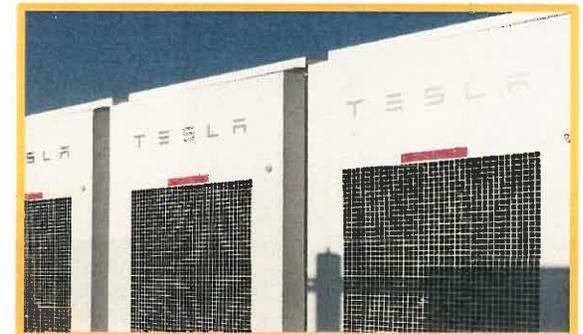
Inland Empire Utilities Agency
RP-4 Primary Clarifier Rehabilitation and Process Rehabilitation, Project Nos. EN17043, EN17110 and EN17110.01
Work Breakdown Structure and Fee Estimate - Amendment No. 1 (EN17110.01)

Task Description	ESTIMATED LABOR HOURS													SUBS	TOTAL COSTS			
	Senior Professional	Lead Project Professional	Project Professional	Professional	Assistant Professional	Senior Technician	Technician (CAD)	Construction Manager	General Inspector	Scheduler	Electrical Inspector	Document Processing	Total Hours (incl sub hours)		Geotechnical, Survey and Materials Test	Labor Cost	PECE	Other Direct Costs
Hourly Rate	\$265	\$252	\$230	\$194	\$159	\$167	\$119	\$160	\$145	\$175	\$145	\$110						
EN17110.01																		
Task 7 - Project Management (EN17110.01)																		
7.1: Project Management	12	52		22						12			98		\$22,652	\$1,147	\$350	\$24,149
7.1.1: Scoping and Design Workshops	16	28	28	28	28								128		\$27,620	\$1,498	\$200	\$29,318
Sub-total - Task 7	28	80	28	50	28	0	0	0	0	12	0	0	226	\$0	\$50,272	\$2,644	\$550	\$53,466
Task 8 - Design Services (EN17110.01)																		
8.1: Verify Existing Conditions			4	4	4								12		\$2,332	\$140	\$100	\$2,572
8.2: Environmental Documentation Coordination		8		4	4								16		\$3,428	\$187	\$50	\$3,665
8.4: Bid Package																		\$0
8.4.2: Draft Drawings and Technical Specifications	8	40	60		120							24	252		\$47,720	\$2,948	\$200	\$50,868
8.4.3: Draft Front End Specs (Standard IEUA Bid Form)	4	32	32		8							4	80		\$18,196	\$936	\$50	\$19,182
8.4.4: Final Bid Package	4	24	40		64							12	144		\$27,804	\$1,685	\$200	\$29,689
8.5: Bid Support Period		8	10		10	2	10						40		\$7,430	\$468	\$100	\$7,998
8.6: Engineering Services During Const.																		
8.6.1: Construction Meetings		16											16		\$4,032	\$187	\$150	\$4,369
8.6.2: Submittal Review		32	48		80								160		\$31,824	\$1,872	\$50	\$33,746
8.6.3: Respond to RFIs/RFCs		16	24		40								80		\$15,912	\$936	\$50	\$16,898
8.6.4: Change Order Technical Support		2	4		10								16		\$3,014	\$187	\$50	\$3,251
8.6.5: Prepare Document Clarifications		2	5		5	2	6						20		\$3,497	\$234	\$50	\$3,781
8.6.6: Record Drawings			4		36								40		\$6,644	\$468	\$50	\$7,162
Sub-total - Task 8	16	180	231	8	381	4	16	0	0	0	0	40	876	\$0	\$171,833	\$10,249	\$1,100	\$183,182
Task 9 - Construction Management & Inspection (EN17110.01)																		
9.0.1: Pre-Construction Meeting								8	8				16		\$2,440		\$50	\$2,490
9.0.2: Conduct Bi- Weekly Meetings								96	10				106		\$16,810		\$50	\$16,860
9.0.3: Material Testing													60	\$7,150	\$0		\$50	\$7,200
9.0.4: General Inspection									620				620		\$89,900		\$2,900	\$92,800
9.0.5: Electrical Inspection											180		180		\$26,100		\$1,100	\$27,200
9.0.6: Schedule Review								48		40			88		\$14,680		\$50	\$14,730
9.0.7: Review Progress Payment								48					48		\$7,680		\$50	\$7,730
9.0.8: Document Management (RFIs, Submittals, COs)								110					110		\$17,600		\$50	\$17,650
9.0.9: Change Order Review								80					80		\$12,800		\$50	\$12,850
9.1: Post Construction Assistance								60	40				100		\$15,400		\$50	\$15,450
9.2: Training								20					20		\$3,200		\$50	\$3,250
Sub-total - Task 9	0	0	0	0	0	0	0	470	678	40	180	0	1428	\$7,150	\$206,610	\$0	\$4,450	\$218,210
Total EN17110.01	44	260	259	58	409	4	16	470	678	52	180	40	2,530	\$7,150	\$428,715	\$12,893	\$6,100	\$454,858

**INFORMATION
ITEM**

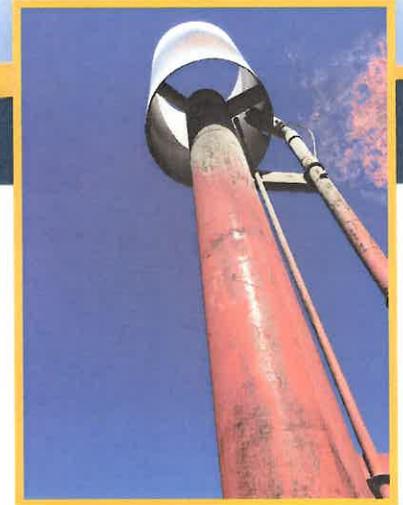
5A

Engineering and Construction Management Project Updates

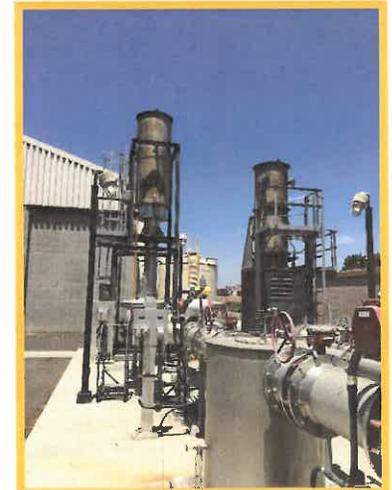


EN18006 – RP-1 Flare Improvements

- Design Engineer: Lee & Ro/Arcadis
- Current Contract (Design): \$378 K
- Total Project Budget: \$5.3 M
- Project Completion: September 2019
- Percentage Complete: 10%
- Scope of Work:
 - Replacement of existing flare with new high efficiency flares
 - Assess gas piping condition and provide pre-design for relocation/upgrades
 - Provide pre-design for future piping inspection/access
- Current Activities:
 - Update/Revise pre-design report per site visit investigations and observations
 - Low pressure gas holders evaluation for operation flexibility and compliance
 - Continued coordination with flare manufacturers and receive updated proposals
- Focus Points:
 - Coordinate flare system site/location with RP-1 Expansion Project
 - Coordinate with SCAQMD the new flare compliance requirements



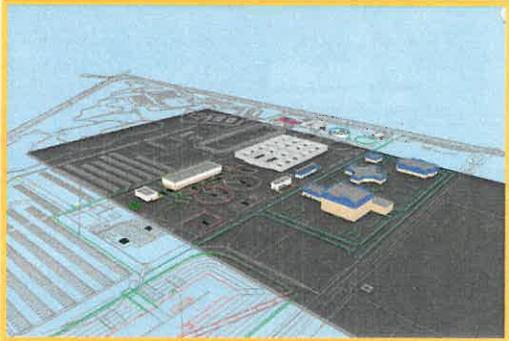
RP-1 Candlestick Flare



Riverside Flares (Site Visit)

EN19006 - RP-5 Biosolids Facility

- Design Engineer: Parsons
- Current Contract (Design): \$9.3 M
- Total Project Budget: \$165 M
- Project Completion: January 2023
- Percentage Complete: 10%
- Scope of Work:
 - Relocation of RP-2 to RP-5 and provide solids treatment capacity for southern facilities through 2035
 - Rotary drum thickening building, phased digestion, centrifuge dewatering, digester gas treatment, and RP-5 solids handling facility food waste improvements
- Current Activities:
 - 30% design submittal
 - Request for Proposals for the pre-selection of rotary drum thickeners and centrifuges
- Focus Points:
 - RP-5 electrical improvements
 - Geotechnical constraints on design



RP-5 Expansion 3D Working Model



RP-1 Centrifuge

EN14043 - RP-5 RW Pipeline Bottleneck

- Design Engineer: Stantec Consulting
- Current Contract (Design): \$238 K
- Total Project Budget: \$2.8 M
- Project Completion: January 2019
- Percentage Complete: 10%
- Scope of Work:
 - Upgrade of piping system downstream of pump station
 - Installation of surge control system
 - Buried valve replacements
 - Installation of new wet well access hatch
- Current Activities:
 - Complete the final design documents
 - Update construction cost estimate
 - Contractor pre-qualification and selection
- Focus Points:
 - Complete contractor pre-qualification per grant and SRF Loan requirements
 - Advertise bid documents to pre-qualified contractors in November 2017



Pump Station Area



Bottleneck Upgrade Area

REEP Engine Upgrades

- Design Engineer: Inland BioEnergy (RP-5 SHF Lessee)
- Current Contract (Design): Funded by Inland BioEnergy
- Total Project Budget: Funded by Inland BioEnergy
- Project Completion: 1st Engine - Jan 2018, 2nd Engine - Jul 2018
- Percentage Complete: 30%
- Scope of Work:
 - Permit and install Selective Catalytic Reduction (SCR) emissions control systems for REEP Engines
 - Permit, certify, and install Continuous Emissions Monitoring System (CEMS)
- Current Activities:
 - Complete final design and conduct structural review
 - Acquire final AQMD permits to construct
- Focus Points:
 - Purchase and install SCR and CEMS systems to meet new AQMD emissions limits in accordance with the lease amendment



REEP Engine #1

INFORMATION
ITEM

5C

Date: November 15, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Finance & Administration

11/08/17

Executive Contact: Christina Valencia, Executive Manager of Finance & Administration/AGM

Subject: Treasurer's Report of Financial Affairs

Executive Summary:

The Treasurer's Report of Financial Affairs for the month ended September 30, 2017, is submitted in a format consistent with the State requirement.

For the month of September 2017, total cash, investments, and restricted deposits of \$176,305,313 reflects a decrease of \$3,131,945 compared to the total of \$179,437,258 reported in August 2017. The decrease is mainly due to the payment to Chino Basin Desalter Authority (CDA) of \$2.5 million pass through grant received at the end of August. As a result, the average days of cash on hand for the month ended September 30, 2017 decreased from 282 days to 268 days. Not included in the days of cash on hand calculation are connection fees held by member agencies on behalf of the Agency. As of August 31, 2017, the member agency account balances were \$33.5 million.

The Agency's investment portfolio average rate in September 2017 was 1.183%, an increase of 0.059% compared to the August yield of 1.124% due to increase in the repurchase account yield from 0.56% in August to 0.70%.

Staff's Recommendation:

The Treasurer's Financial Affairs Report for the month ended September 30, 2017 is an informational item for the Board of Director's review.

Budget Impact Budgeted (Y/N): N Amendment (Y/N): N Amount for Requested Approval:

Account/Project Name:

Fiscal Impact (explain if not budgeted):

The interest earned on the Agency's investment portfolio increases the Agency's reserves.

Prior Board Action:

On October 18, 2017, the Board of Directors approved the Treasurer's Financial Affairs Report for the month ended August 2017.

Environmental Determination:

Not Applicable

Business Goal:

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.

Attachments:

Attachment 1- Background

Attachment 2 - Powerpoint

Attachment 3 - September 2017 Financial Affairs Report

Background

Subject: Treasurer's Report of Financial Affairs

The Treasurer's Report of Financial Affairs for the month ended September 30, 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. 2017-4-1) with one noted exception. As of September 30, 2017, the medium-term note portfolio was 10.7% which exceeds the 10% allowable threshold established under the Agency's Investment Policy

The medium-term notes portfolio exceeded the 10% threshold defined in the Investment Policy but below the 30% threshold established under the California Government Code (CGC). This exception was initially reported in May 2017 on the March Financial Affairs Report, a recommendation was made to approve the medium-term investments and to allow for those investments to be held until maturity.

Table 1: Agency Portfolio

Authorized Investments	Allowable Threshold (\$ million or %)	Investment Value as of September 30, 2017 (\$ million)				Average Yield	Portfolio % (Unrestricted)
		Under 1 Year	1-3 Years	Over 3 Years	Total		
LAIF	\$65	\$37.2			\$37.2	1.11%	29.1%
CalTrust	n/a	\$15.2	\$6.0		\$21.2	1.29%	16.5%
CAMP	n/a	\$18.2			\$18.2	1.15%	14.3%
Citizens Business Bank-Sweep	40%	\$11.7			\$11.7	0.70%	9.2%
Brokered CD's	30%	\$1.7	\$0.5	\$0.2	\$2.4	1.50%	1.9%
Medium Term Notes	10%	\$5.5	\$8.1		\$13.6	1.32%	10.7%
Municipal Bonds	10%		\$1.0		\$1.0	1.75%	0.8%
US Treasury Notes	n/a		\$2.0		\$2.0	1.35%	1.6%
US Gov't Securities	n/a		\$20.2		\$20.2	1.33%	15.9%
Total		\$89.5	\$37.8	\$0.2	\$127.5	1.28%	100%

Agency Portfolio for \$127.5 million does not include the restricted accounts for \$48.8 million which totaled to \$176.3 million total cash, investment, and restricted deposit for the month of September 2017. This reflects a decrease of \$3,131,945 compared to the total of \$179,437,258 reported in August 2017, as reported in Figure 1. The decrease in total cash, investment, and restricted deposits resulted in a drop in the Days Cash on Hand from 282 to 268 as shown in Figure 2.

Figure 1: Cash, Investment and Restricted Deposits

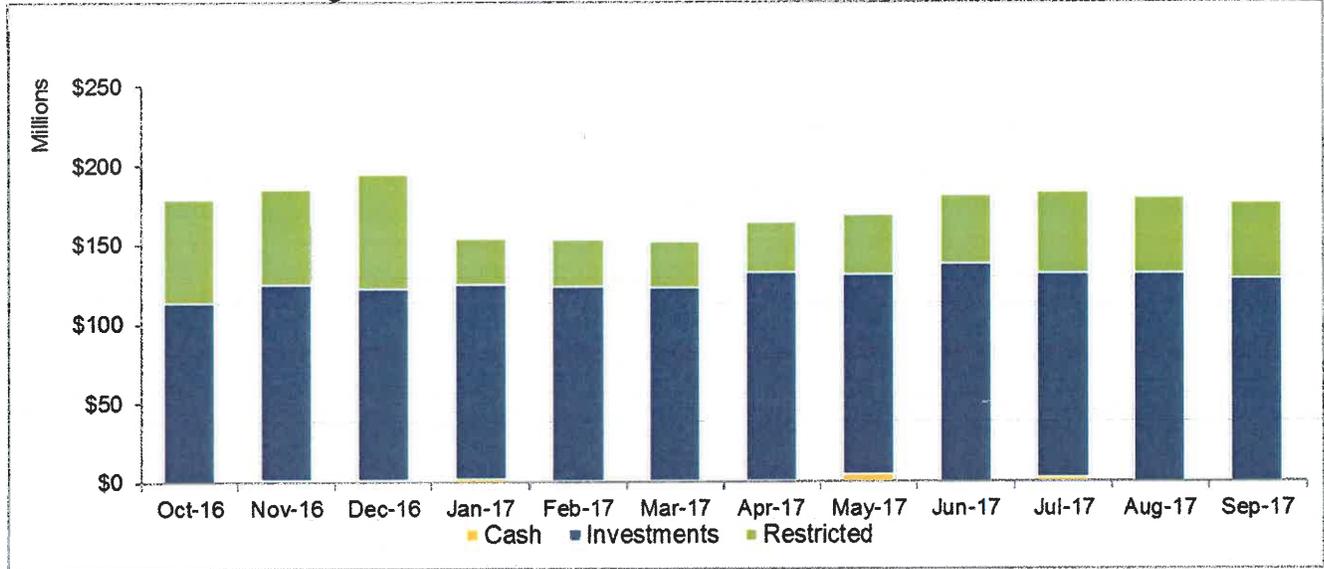
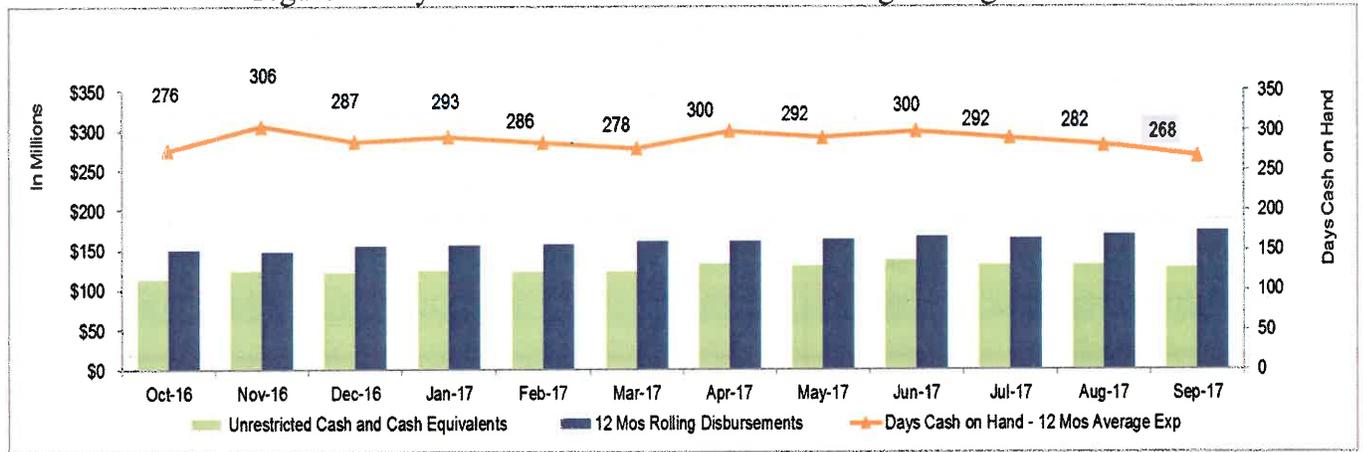


Figure 2: Days Cash on Hand – 12 Month Rolling Average



Treasurer's Report of Financial Affairs for September 30, 2017



Agency Liquidity

- Decrease in total portfolio mainly due to grant receipts pass through to Chino Basin Desalter Authority
- Decrease in average cash on hand is due to lower unrestricted cash available

Liquidity				
	Description	September (\$ million)	August (\$ million)	Increase (Decrease) (\$ million)
	Total Cash, Investments, and Restricted Deposits	\$176.3	\$179.4	(\$3.1)
	Total Investment Portfolio	\$127.5	\$131.1	(\$3.6)
	Investment Portfolio Yield	1.183%	1.124%	0.059%
	Weighted Average Duration (years)	0.81	0.74	0.7
	Average Cash on Hand (days)	268	282	(14)

Month End Portfolio Yield Composition



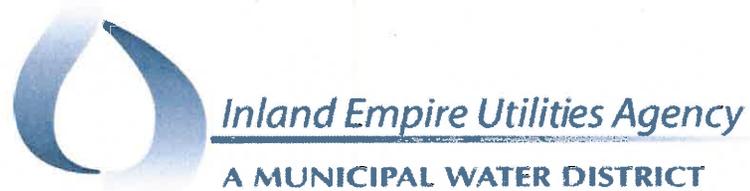
Questions



The Treasurer's Report of Financial Affairs is consistent with the Agency's business goal of fiscal responsibility

TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Month Ended September 30, 2017



All investment transactions have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2017-4-1) adopted by the Inland Empire Utilities Agency's Board of Directors during its regular meeting held on April 19, 2017.

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
September 30, 2017

	September	August
<u>Cash, Bank Deposits, and Bank Investment Accounts</u>	\$300,724	\$207,276
<u>Investments</u>		
Citizens Business Bank (CBB) Repurchase (Sweep)	\$11,713,869	\$15,179,020
Local Agency Investment Fund (LAIF)	37,176,305	33,141,232
CalTrust	21,210,264	16,202,322
California Asset Management Program (CAMP)	18,221,459	18,204,289
Certificates of Deposit	2,421,000	2,421,000
Municipal Bonds	997,596	997,496
Commercial Paper	0	1,999,647
Medium Term Notes	13,588,189	13,590,847
U.S. Treasury Notes	1,992,576	1,992,210
U.S. Government Sponsored Entities	20,234,313	27,429,101
Total Investments	\$127,555,571	\$131,157,164
 Total Cash and Investments Available to the Agency	\$127,856,295	\$131,364,440
 <u>Restricted Deposits</u>		
Debt Service Accounts	\$2,559,709	\$2,558,745
CCRA Deposits Held by Member Agencies	33,513,952	33,213,513
OPEB (CERBT) Account	11,962,541	11,940,649
Escrow Deposits	412,816	359,911
Total Restricted Deposits	\$48,449,018	\$48,072,818
 Total Cash, Investments, and Restricted Deposits	\$176,305,313	\$179,437,258

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
September 30, 2017

Cash, Bank Deposits, and Bank Investment Accounts

CBB Demand Account (Negative offset by CBB Sweep Balance)	\$136,902
CBB Workers' Compensation Account	27,813
Subtotal Demand Deposits	<u>\$164,715</u>

Other Cash and Bank Accounts

Petty Cash	\$2,250
Subtotal Other Cash	<u>\$2,250</u>

US Bank Pre-Investment Money Market Account \$133,759

Total Cash and Bank Accounts \$300,724

Investments

CBB Repurchase (Sweep) Investments

FHLMC	\$11,713,869
Subtotal CBB Repurchase (Sweep)	<u>\$11,713,869</u>

Local Agency Investment Fund (LAIF)

LAIF Fund	\$37,176,305
Subtotal Local Agency Investment Fund	<u>\$37,176,305</u>

CalTrust

Short Term	\$15,207,287
Medium Term - Restricted	6,002,977
Subtotal CalTrust	<u>\$21,210,264</u>

California Asset Management Program (CAMP)

Pool	\$18,221,459
Subtotal CAMP	<u>\$18,221,459</u>

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
September 30, 2017

Investments Continued

Brokered Certificates of Deposit

Brokered Certificates of Deposit	\$2,421,000
Subtotal Brokered Certificates of Deposit	\$2,421,000

Municipal Bonds

State and Local Municipal Bonds	\$997,596
Subtotal Municipal Bonds	\$997,596

Medium Term Notes

John Deere Capital Corp.	\$1,000,023
Toyota Motor Credit Corp.	2,000,000
JP Morgan Chase & Co.	999,781
Johnson & Johnson	2,011,345
Microsoft	2,061,034
Exxon Mobil	2,508,538
Wells Fargo Bank N.A.	3,007,468
Subtotal Medium Term Notes	\$13,588,189

U.S. Treasury Notes

Treasury Note	\$1,992,576
Subtotal U.S. Treasury Notes	\$1,992,576

U.S. Government Sponsored Entities

Fannie Mae Bank	\$3,749,680
Freddie Mac Bank	5,487,044
Federal Farm Credit Bank	7,999,115
Federal Home Loan Bank	2,998,474
Subtotal U.S. Government Sponsored Entities	\$20,234,313

Total Investments

\$127,555,571

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
September 30, 2017

Restricted Deposits

Debt Service

08B Debt Service Accounts	\$2,548,491
10A Debt Service Accounts	155
17A Debt Service Accounts	<u>11,063</u>
Subtotal Debt Service	\$2,559,709

CCRA Deposits Held by Member Agencies

City of Chino	\$4,776,054
Cucamonga Valley Water District	3,393,495
City of Fontana	4,820,366
City of Montclair	928,670
City of Ontario	11,914,387
City of Chino Hills	6,300,130
City of Upland	<u>1,380,850</u>
Subtotal CCRA Deposits Held by Member Agencies	\$33,513,952

CalPERS

OPEB (CERBT) Account	<u>\$11,962,541</u>
Subtotal CalPERS Accounts	\$11,962,541

Escrow Deposits

Kemp Brothers Construction	<u>\$412,816</u>
Subtotal Escrow Deposits	\$412,816

Total Restricted Deposits

\$48,449,018

Total Cash, Investments, and Restricted Deposits as of September 30, 2017

\$176,305,313

Total Cash, Investments, and Restricted Deposits as of 09/30/17

\$176,305,313

Less: Total Cash, Investments, and Restricted Deposits as of 08/31/17

179,437,258

Total Monthly Increase (Decrease)

(\$3,131,945)

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
September 30, 2017

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	September	September	% Coupon	% Yield to Maturity	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Amortization	Value			Date	Value
Cash, Bank Deposits, and Bank Investment Accounts													
Citizens Business Bank (CBB)													
Demand Account*					\$136,902	\$136,902	N/A	N/A	\$136,902		N/A	N/A	\$136,902
Payroll Checking					0	0	N/A	N/A	0		N/A	N/A	0
Workers' Compensation Account					27,813	27,813	N/A	N/A	27,813		N/A	N/A	27,813
Subtotal CBB Accounts					\$164,715	\$164,715			\$164,715				\$164,715
Bank of America (BoFA)													
Payroll Checking					\$0	\$0	N/A	N/A	\$0		N/A	N/A	\$0
Payroll Tax Checking					0	0	N/A	N/A	0		N/A	N/A	0
Subtotal B of A Accounts					\$0	\$0			\$0		N/A		\$0
US Bank (USB)													
Federated Automated MMA					\$133,759	\$133,759	N/A	N/A	\$133,759		0.61%	N/A	\$133,759
Subtotal USB Account					\$133,759	\$133,759			\$133,759		0.61%		\$133,759
Petty Cash													
					\$2,250	\$2,250	N/A	N/A	\$2,250		N/A	N/A	\$2,250
Total Cash, Bank Deposits and Bank Investment Accounts													
					\$300,724	\$300,724			\$300,724				\$300,724
*Negative demand checking balance is offset by the Daily Repurchase (Sweep) Account balance													
Investments													
CBB Daily Repurchase (Sweep) Accounts													
FHLMC					\$11,713,869	\$11,713,869			\$11,713,869		0.70%		\$11,713,869
Subtotal CBB Repurchase Accounts					\$11,713,869	\$11,713,869			\$11,713,869		0.70%		\$11,713,869
LAIF Accounts													
Non-Restricted Funds					\$37,176,305	\$37,176,305	N/A	N/A	\$37,176,305		1.110%	N/A	\$37,176,305
Subtotal LAIF Accounts					\$37,176,305	\$37,176,305			\$37,176,305		1.110%		\$37,176,305
CALTRUST Accounts													
Short-Term					\$15,207,287	\$15,207,287	N/A	N/A	\$15,207,287		1.23%	N/A	\$15,207,287
Medium-Term (Self Insurance Reserves)					6,002,977	6,002,977	N/A	N/A	6,002,977		1.46%	N/A	6,002,977
Subtotal CalTrust Accounts					\$21,210,264	\$21,210,264			\$21,210,264		1.295%		\$21,210,264
CAMP Accounts													
Short-Term					\$18,221,459	\$18,221,459	N/A	N/A	\$18,221,459		1.15%	N/A	\$18,221,459
Subtotal CAMP Accounts					\$18,221,459	\$18,221,459			\$18,221,459		1.15%		\$18,221,459

INLAND EMPIRE UTILITIES AGENCY

Cash and Investment Summary

Month Ended
September 30, 2017

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	September	September	% Coupon	% Yield to Maturity	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Amortization	Value			Date	Value
Investments (continued)													
Brokered Certificates of Deposit (CDs)													
Sallie Mae Bank	N/A				\$248,000	\$248,000	743		\$248,000	1.15%	1.15%	11/06/17	\$248,045
Key Bank National Association	N/A				248,000	248,000	732		248,000	1.10%	1.10%	11/13/17	248,057
Capital One Bank	N/A				240,000	240,000	916		240,000	1.35%	1.35%	01/16/18	240,144
Goldman Sachs Bank USA	N/A				240,000	240,000	916		240,000	1.40%	1.40%	01/16/18	240,180
BMW Bank of North America	N/A				240,000	240,000	915		240,000	1.40%	1.40%	01/17/18	240,180
American Express Bank	N/A				240,000	240,000	1097		240,000	1.70%	1.70%	07/16/18	240,189
American Express Centurion	N/A				240,000	240,000	1097		240,000	1.70%	1.70%	07/16/18	240,190
Ally Bank	N/A				243,000	243,000	722		243,000	1.45%	1.45%	03/11/19	242,497
Wells Fargo Bank	N/A				242,000	242,000	729		242,000	1.55%	1.55%	03/15/19	241,838
Synchrony Bank	N/A				240,000	240,000	1827		240,000	2.25%	2.25%	10/02/20	242,321
Subtotal Brokered CDs					\$2,421,000	\$2,421,000		\$0	\$2,421,000		1.50%		\$2,423,641
US Treasury Note													
US Treasury Note					\$2,000,000	\$1,990,000	808	366	\$1,992,576	1.125%	1.35%	05/31/19	\$1,989,840
Subtotal US Treasuries					\$2,000,000	\$1,990,000		\$366	\$1,992,576		1.35%		\$1,989,840
U.S. Government Sponsored Entities													
Federal Home Loan Bank	AA+	Aaa			1,000,000	1,000,380	713	(16)	1,000,250	1.25%	1.23%	01/18/19	997,200
Federal Farm Credit Bank	AA+	Aaa			3,000,000	3,000,000	1,079		3,000,000	1.15%	1.15%	02/22/19	2,977,380
Freddie Mac Bond	AA+	Aaa			1,000,000	1,003,132	1,023	(92)	1,001,626	1.25%	1.14%	03/15/19	995,560
Federal Farm Credit	AA+	Aaa			1,500,000	1,499,411	720	25	1,499,554	1.40%	1.42%	03/27/19	1,496,055
Federal Farm Credit	AA+	Aaa			1,500,000	1,499,400	720	24	1,499,561	1.40%	1.42%	03/27/19	1,496,055
Federal Home Loan Bank	AA+	Aaa			2,000,000	1,997,600	801	89	1,998,224	1.375%	1.43%	05/24/19	1,990,300
Federal Farm Credit Bank	AA+	Aaa			2,000,000	2,000,000	1,460		2,000,000	1.52%	1.52%	06/24/19	1,998,780
Freddie Mac Bond	AA+	Aaa			1,500,000	1,500,000	1,080		1,500,000	1.15%	1.15%	07/26/19	1,486,755
Fannie Mae Step Bond	AA+	Aaa			1,500,000	1,500,000	1,080		1,500,000	1.00%	1.33%	07/26/19	1,489,335
Fannie Mae Bond	AA+	Aaa			900,000	899,460	1,153	14	899,680	1.25%	1.27%	08/23/19	890,487
Fannie Mae Bond	AA+	Aaa			1,350,000	1,350,000	1,157		1,350,000	1.25%	1.25%	08/26/19	1,341,374
Freddie Mac Bond	AA+	Aaa			3,000,000	2,972,928	1,359	598	2,985,418	1.25%	1.50%	10/02/19	2,982,810
Subtotal U.S. Gov't Sponsored Entities					\$20,250,000	\$20,222,311		\$642	\$20,234,313		1.33%		\$20,142,091
(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
September 30, 2017

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	September	September	% Coupon	% Yield to Maturity	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Amortization	Value			Date	Value
Municipal Bonds													
San Diego Redevelopment Agency	AA	N/R			\$1,000,000	\$996,800	934	\$103	\$997,596	1.625%	1.75%	09/01/19	\$991,580
Subtotal State and Local Municipal Bonds					\$1,000,000	\$996,800		\$103	\$997,596		1.75%		\$991,580
Medium Term Notes													
John Deere Capital Corp	A	A2			\$1,000,000	\$1,004,000	1,754	(68)	\$1,000,023	1.20%	1.11%	10/10/17	\$999,970
Wells Fargo Bank	AA-	Aa2			1,500,000	1,502,565	301	(251)	1,500,952	1.65%	1.44%	01/22/18	1,501,215
Toyota Motor Credit Corp	AA-	Aa3			2,000,000	2,000,000	1,045		2,000,000	1.10%	1.10%	04/25/18	1,989,040
JP Morgan Chase & Co	A-	A3			1,000,000	999,000	1,037	29	999,781	1.625%	1.66%	05/15/18	999,690
Johnson & Johnson	AAA	Aaa			2,000,000	2,027,480	1,044	(790)	2,011,345	1.65%	1.16%	12/05/18	2,003,520
Microsoft	AAA	Aaa			2,050,000	2,076,691	1,045	(766)	2,061,034	1.625%	1.16%	12/06/18	2,053,198
Exxon Mobil	AA+	Aaa			1,000,000	1,005,750	763	(226)	1,003,896	1.708%	1.43%	03/01/19	1,000,850
Exxon Mobil	AA+	Aaa			1,500,000	1,506,285	712	(262)	1,504,642	1.819%	1.59%	03/15/19	1,508,400
Wells Fargo Bank	AA-	Aa2			1,500,000	1,511,655	1,061	(325)	1,506,516	1.75%	1.48%	05/24/19	1,498,965
Subtotal Medium Term Notes					\$13,550,000	\$13,633,426		(2,659)	\$13,588,189		1.32%		\$13,554,848
Total Investments					\$127,542,897	\$127,585,434			\$127,555,571				\$127,423,897
<i>(Source of Investment Market Value: US Bank)</i>													
Restricted Deposits													
Debt Service and Arbitrage Accounts													
08B Debt Service Accounts					\$2,548,491	\$2,548,491	N/A	N/A	\$2,548,491		0.47%		\$2,548,491
10A Debt Service Accounts					155	155	N/A	N/A	155		0.20%		155
17A Debt Service Accounts					11,063	11,063	N/A	N/A	11,063		0.20%		11,063
Total Debt Service Accounts					\$2,559,709	\$2,559,709			\$2,559,709		0.47%		\$2,559,709

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary
 Month Ended
 September 30, 2017

	Credit Rating @ Purchase		CHANGES IN Credit Rating		Par	Cost Basis	Term	September	September	%	%	Maturity	Market
	S&P	Moody's	S&P	Moody's	Amount	Amount	(Days)	Amortization	Value	Coupon	Yield to Maturity	Date	Value
CCRA Deposits Held by Member Agencies													
City of Chino					\$4,776,054	\$4,776,054	N/A	N/A	\$4,776,054		N/A	N/A	\$4,776,054
City of Chino Hills					6,300,130	6,300,130	N/A	N/A	6,300,130		N/A	N/A	6,300,130
Cucamonga Valley Water District					3,393,495	3,393,495	N/A	N/A	3,393,495		N/A	N/A	3,393,495
City of Fontana					4,820,366	4,820,366	N/A	N/A	4,820,366		N/A	N/A	4,820,366
City of Montclair					928,670	928,670	N/A	N/A	928,670		N/A	N/A	928,670
City of Ontario					11,914,387	11,914,387	N/A	N/A	11,914,387		N/A	N/A	11,914,387
City of Upland					1,380,850	1,380,850	N/A	N/A	1,380,850		N/A	N/A	1,380,850
<i>Subtotal CCRA Deposits Held by Member Agencies</i>					\$33,513,952	\$33,513,952			\$33,513,952				\$33,513,952
<i>Reported total as of August 2017</i>													
CalPERS Deposits													
OPEB (CERBT) Account					\$11,000,000	\$11,000,000	N/A	N/A	\$11,962,541		N/A	N/A	\$11,962,541
Subtotal CalPERS Deposits					\$11,000,000	\$11,000,000			\$11,962,541				\$11,962,541
<i>As of August 31st, the 1 year net return is 4.41%</i>													
Escrow Deposits													
Kemp Brothers Construction Escrow					\$412,816	\$412,816	N/A	N/A	\$412,816		N/A	N/A	\$412,816
Subtotal Escrow Deposits					\$412,816	\$412,816			\$412,816				\$412,816
Total Restricted Deposits					\$47,475,414	\$47,475,414			\$48,449,018				\$48,437,955
Total Cash, Investments, and Restricted Deposits as of September 30, 2017					\$175,319,035	\$175,361,572			\$176,305,313				\$176,162,576

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
September 30, 2017

September Purchases

No.	Date	Transaction	Investment Security	Type	Par Amount Purchased	Investment Yield
<i>None</i>						
Total Purchases					<u><u>\$ -</u></u>	

September Investment Maturities, Calls & Sales

No.	Date	Transaction	Investment Security		Par Amount Matured/Sold	Investment Yield to Maturity
1	09/05/17	Matured	Natixis NY CP	Commercial Paper	\$ 2,000,000	1.307%
2	09/06/17	Full Call	FHLMC	GSE	\$ 2,000,000	1.550%
3	09/13/17	Matured	FFCB	GSE	\$ 5,195,000	0.750%
Total Maturities, Calls & Sales					<u><u>\$ 9,195,000</u></u>	

INLAND EMPIRE UTILITIES AGENCY
Cash and Investment Summary

Month Ended
September 30, 2017

Directed Investment Category

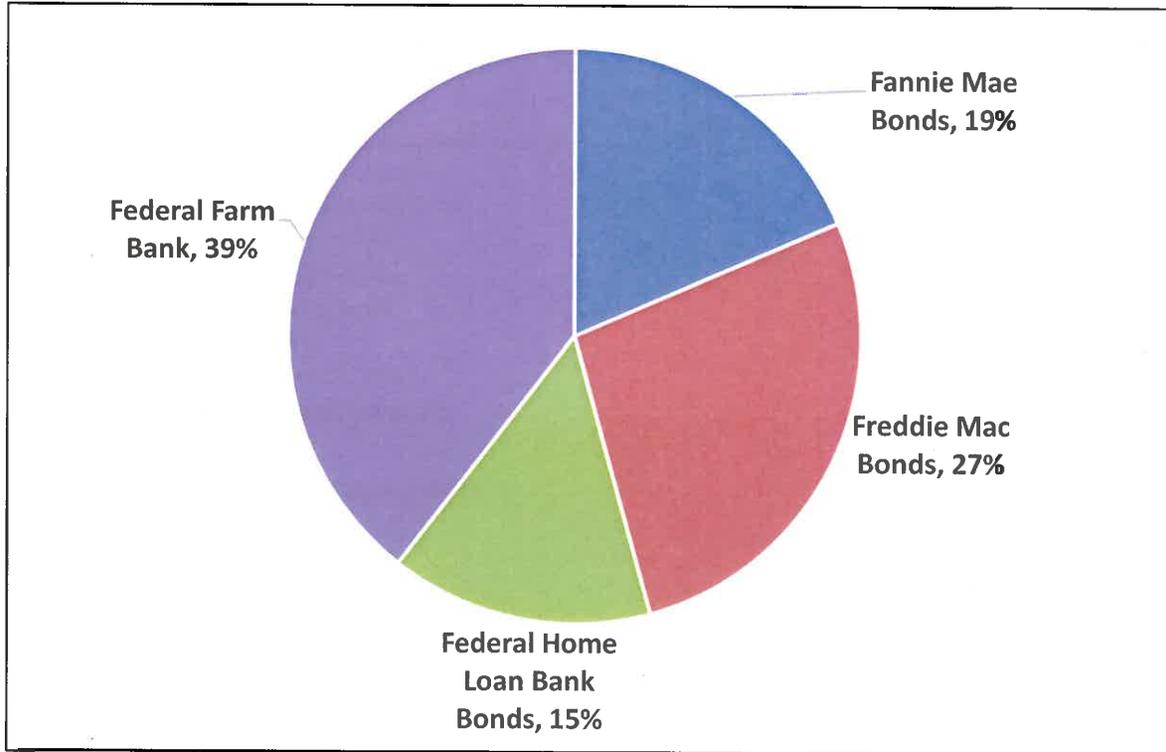
	Amount Invested	Yield
CBB Repurchase (Sweep)	\$11,713,869	0.700%
LAIF	37,176,305	1.110%
CalTrust	21,210,264	1.295%
CAMP	18,221,459	1.150%
Brokered Certificates of Deposit	2,421,000	1.502%
Medium Term Notes	13,588,189	1.319%
Municipal Bonds	997,596	1.753%
US Treasury Notes	1,992,576	1.352%
U.S. Government Sponsored Entities	20,234,313	1.335%
Total Investment Portfolio	\$127,555,571	
Investment Portfolio Rate of Return		1.183%

Restricted/Transitory/Other Accounts

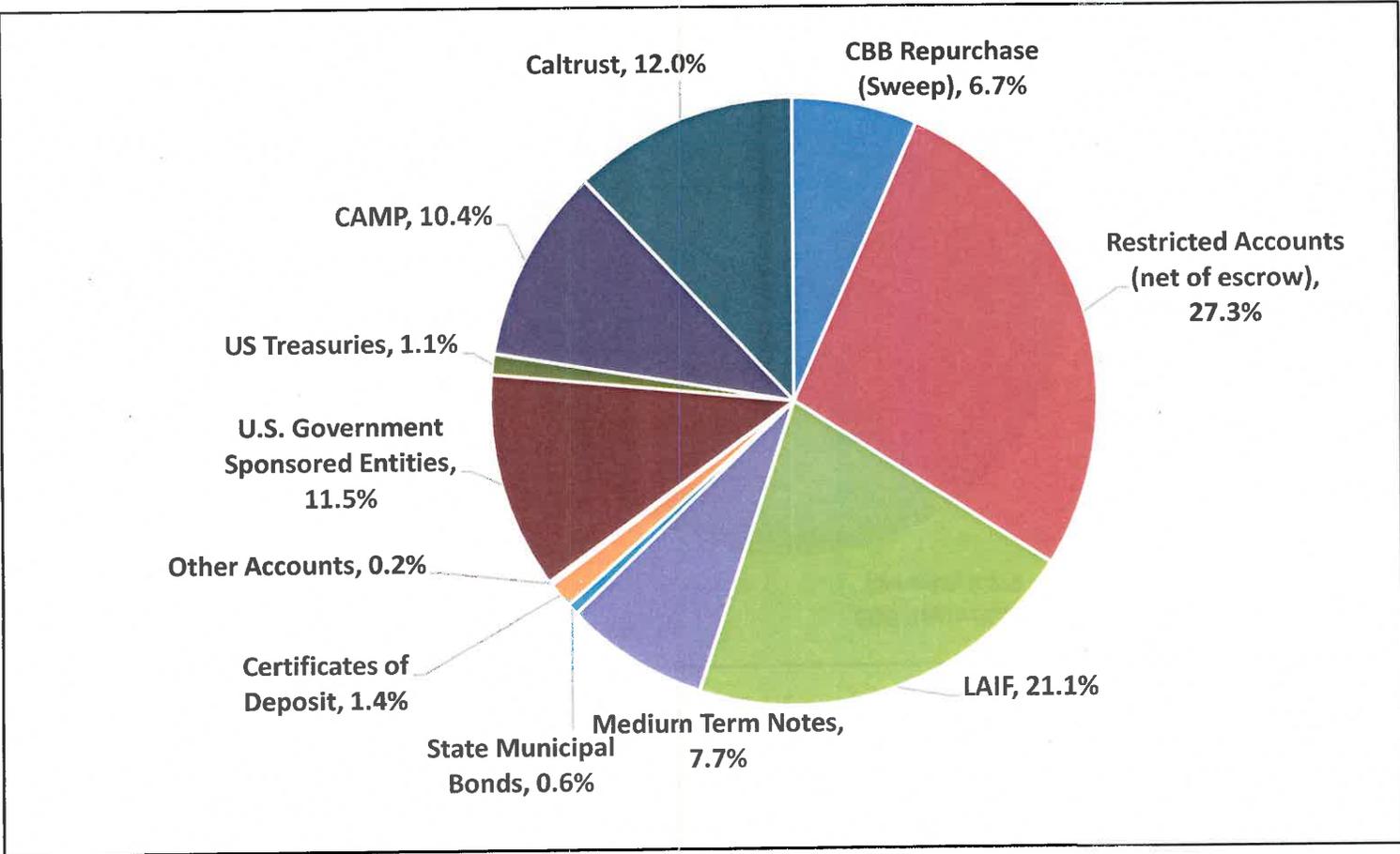
	Amount Invested	Yield
CCRA Deposits Held by Member Agencies	\$33,513,952	N/A
CalPERS OPEB (CERBT) Account	11,962,541	N/A
US Bank - 2008B Debt Service Accounts	2,548,491	0.470%
US Bank - 2010A Debt Service Accounts	155	0.200%
US Bank - 2017A Debt Service Accounts	11,063	0.200%
US Bank - Pre-Investment Money Market Account	133,759	0.610%
Citizens Business Bank - Demand Account	136,902	N/A
Citizens Business Bank - Workers' Compensation Account	27,813	N/A
Other Accounts*	2,250	N/A
Escrow Account	412,816	N/A
Total Restricted/Transitory/Other Accounts	\$48,749,742	
Average Yield of Other Accounts		0.478%
Total Agency Directed Deposits	\$176,305,313	

*Petty Cash

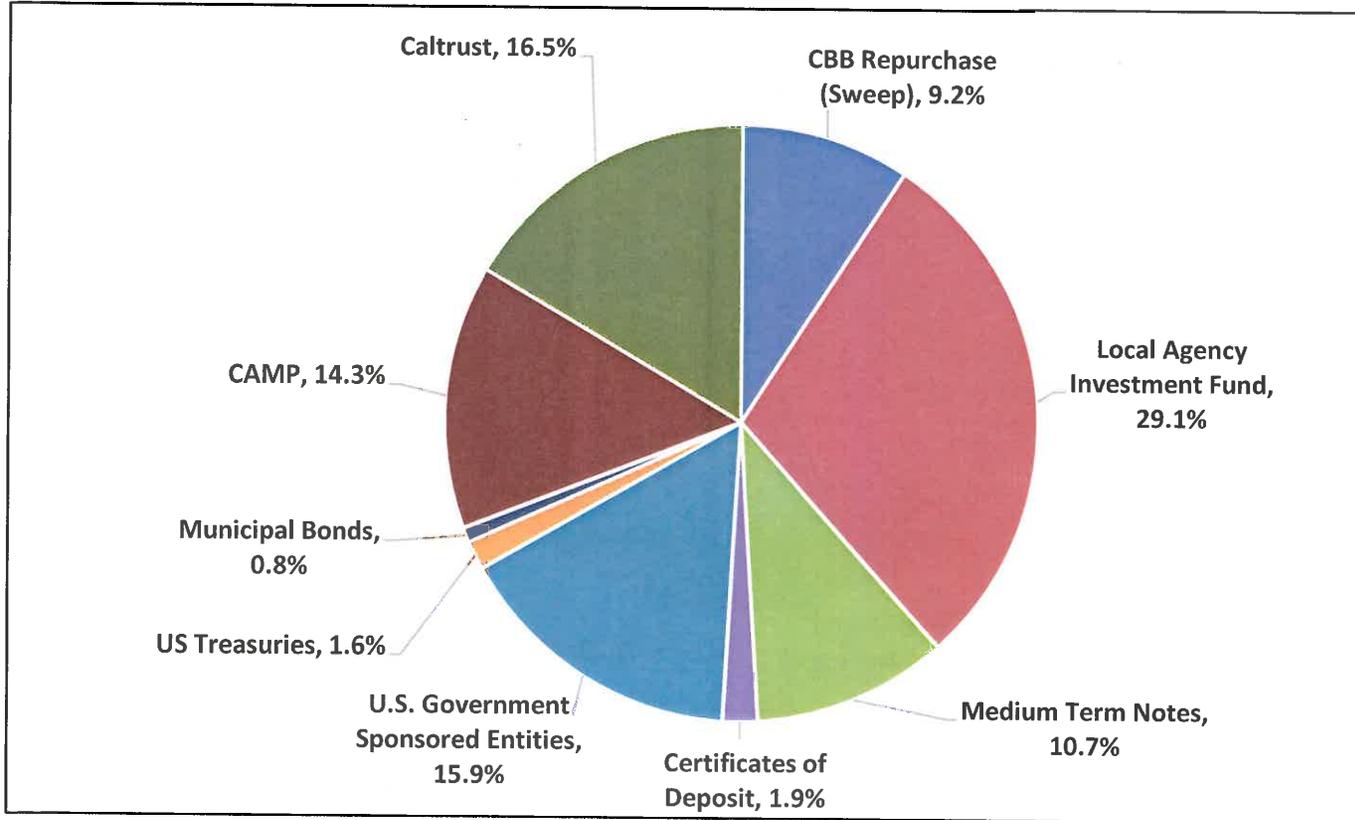
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended September 30, 2017
U.S. Government Sponsored Entities Portfolio
\$20,234,313



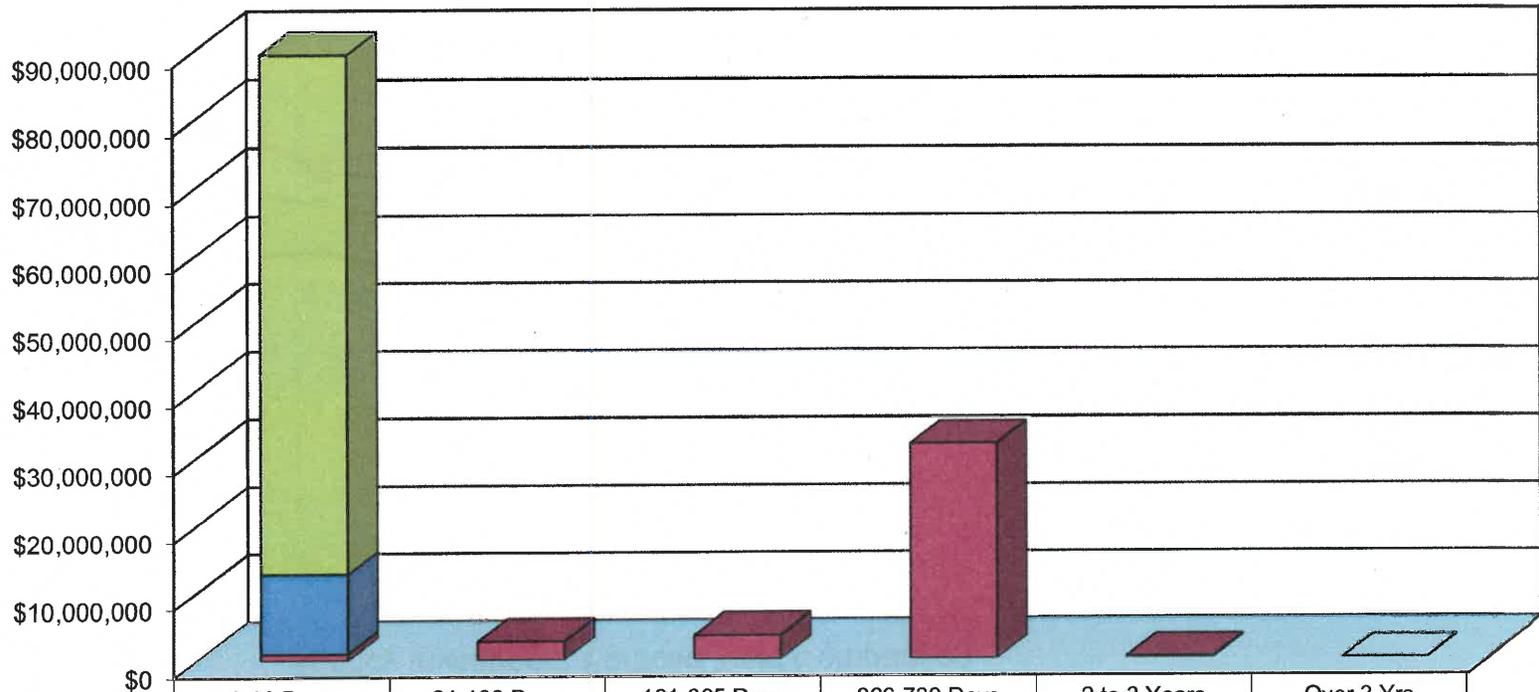
Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended September 30, 2017
Agency Investment Portfolio (Net of Escrow Accounts)
\$175,892,497



Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended September 30, 2017
Unrestricted Agency Investment Portfolio
\$127,555,571

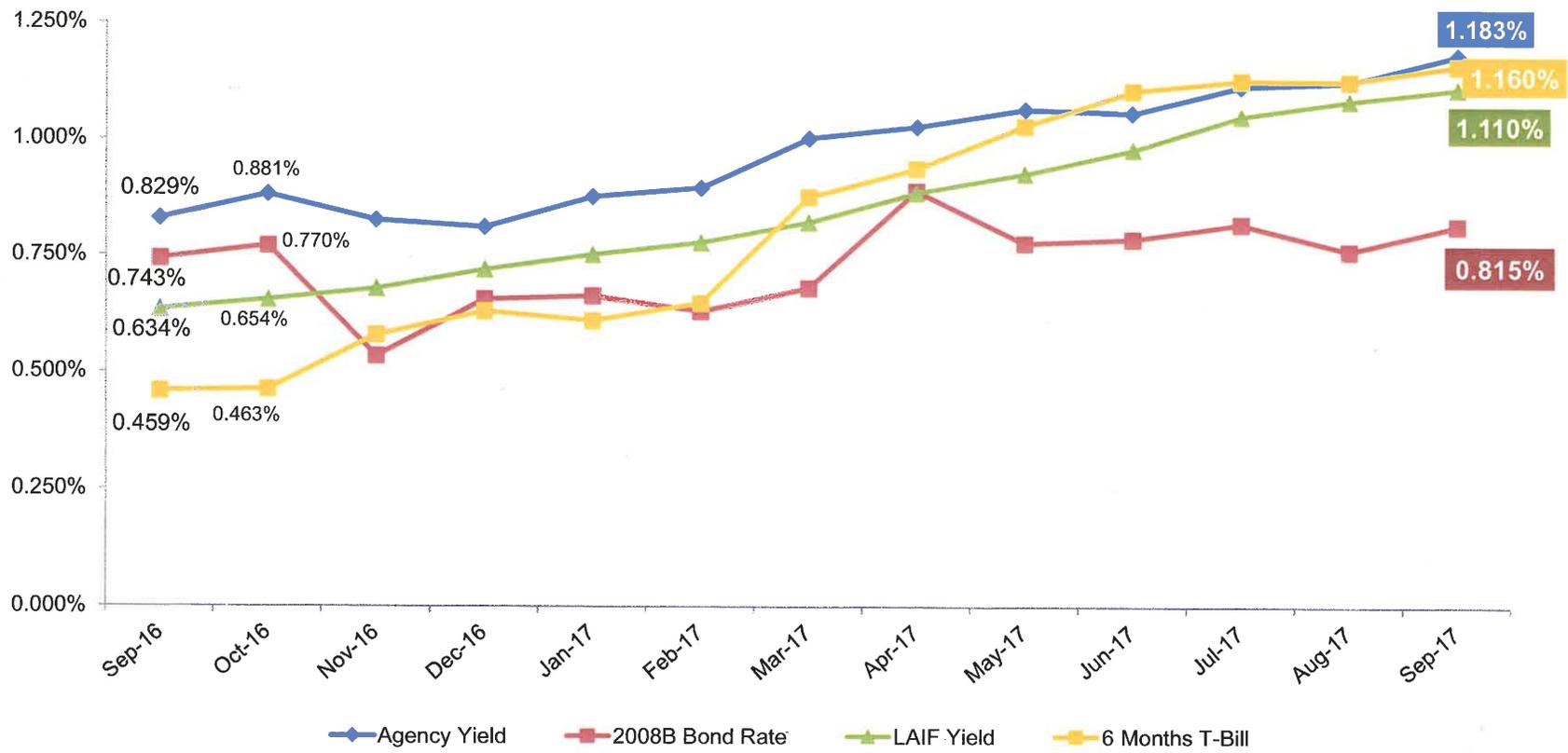


Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended September 30, 2017
Agency Investment Portfolio Maturity Distribution (Unrestricted)
\$127,557,571



	0-30 Days	31-180 Days	181-365 Days	366-730 Days	2 to 3 Years	Over 3 Yrs
■ LAIF+CalTrust+CAMP	\$76,608,028					
■ CBB Repurchase (Sweep)	\$11,713,869					
■ GSE+CD+MTN+MUNI	\$1,000,023	2,716,952	3,479,781	31,796,918	240,000	
□ Percent	70.1%	2.1%	2.7%	24.9%	0.2%	0.0%

Inland Empire Utilities Agency
Treasurer's Report of Financial Affairs
For the Month Ended September 30, 2017
Agency Investment Portfolio Yield Comparison



INFORMATION
ITEM

5D

Date: November 15, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Finance & Administration



11/08/17

Executive Contact: Christina Valencia, Executive Manager of Finance & Administration/AGM

Subject: Workers' Compensation Self-Insured Analysis 2017

Executive Summary:

At the request of the Board, a comparison between "first dollar" and self-insured workers' compensation coverage was completed. Over the last four years, the Agency has spent an average of \$213,000 a year on workers' compensation related costs (including Self-Insurance Retention coverage of \$1,000,000); ranging between 0.5% - 0.9% of the Agency's annual payroll. To obtain an estimate on the cost of "first dollar" coverage, staff reached out to Alliant Insurance Services, the Agency's insurance provider. Alliant administers the California Sanitation Risk Management Authority (CSRMA) pool program that provides first dollar workers' compensation coverage to sanitation districts throughout the state. Based on the Agency's projected wages of \$27.6 million for FY 2017/18, the annual premium for "first dollar" coverage is estimated to be 2%, or \$550,000. CSRMA's workers' compensation program is usually a very competitive gauge against the commercial insurance market, and less expensive than State Fund insurance. To support the Agency's workers' compensation self-insurance program, reserves of 6% of annual payroll, approximately \$1.7 million are designated in the Administrative Services fund. As designated reserves, the Board has the discretion to reassign spending in the event of an emergency.

Staff's Recommendation:

There is no recommendation as this is an information item at the request of the Board.

Budget Impact *Budgeted (Y/N):* N *Amendment (Y/N):* N *Amount for Requested Approval:*

Account/Project Name:

Fiscal Impact (explain if not budgeted):

Prior Board Action:

Environmental Determination:

Not Applicable

Business Goal:

IEUA is committed to safeguarding the Agency's fiscal health to effectively support short and long term needs, while providing the best value for our customers.

Attachments:

INFORMATION
ITEM

5E

Date: November 15, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Community & Legislative Affairs


11/08/17

Executive Contact: Kathy Besser, Executive Manager of Ext. Aff. & Policy Dev./AGM

Subject: Public Outreach and Communication

Executive Summary:

This is an informational item that provides highlights of the External Affairs team's monthly outreach, education and communication programs and updates.

December 7, MWD "Water is Life" Student Art Recognition Event, MWD Headquarters: 700 Alameda St, Los Angeles, 9:00 a.m.

December 20, IEUA Holiday Luncheon, Los Serranos Country Club: 15656 Yorba Avenue, Chino Hills, 11:00 a.m. – 3:00 p.m.

IEUA distributed an email blast to 250,000 IP addresses (Geo Target: new homeowners, homeowners and those interested in landscaping/gardening – all within IEUA's service area) in October that featured water-wise planting and irrigation tips with a Halloween theme.

IEUA ran a Fall spadea in the Daily Bulletin on October 31 featuring native plantings.

MWD selected two IEUA student art winners for their 2017 "Water is Life" student art poster contest: Sunny Lin (Townsend-Chino Hills) and Alyssa Vallejo (Don Lugo-Chino).

Staff's Recommendation:

This is an informational item for the Board of Directors to receive and file.

Budget Impact: N *Budgeted (Y/N):* N *Amendment (Y/N):* N *Requested Amount:*

Account/Project Name:

Fiscal Impact (explain if not budgeted):

Prior Board Action:

N/A

Environmental Determination:

Not Applicable

Business Goal:

IEUA is committed to providing a reliable and cost-effective water supply and promoting sustainable water use throughout the region.

IEUA is committed to enhancing and promoting environmental sustainability and the preservation of the region's heritage.

Attachments:

Attachment 1 - Background

Background

Subject: Public Outreach and Communication

December

- December 7, MWD “Water is Life” Student Art Recognition Event, MWD Headquarters: 700 Alameda St, Los Angeles, 9:00 a.m.
- December 20, IEUA Holiday Luncheon, Los Serranos Country Club: 15656 Yorba Avenue, Chino Hills, 11:00 a.m. – 3:00 p.m.

Outreach/Education - Civic Publications Newspaper Campaign

- IEUA distributed an email blast to 250,000 IP addresses (Geo Target: new homeowners, homeowners and those interested in landscaping/gardening – all within IEUA’s service area) in October that featured water-wise planting and irrigation tips with a Halloween theme.
- IEUA ran a Fall spadea in the *Daily Bulletin* on October 31 featuring native plantings.

Media and Outreach

- IEUA ran an ad in the *Champion Newspaper’s* Winter Connection that featured a Thanksgiving theme layout with water saving tips focused on water use in the kitchen.
- IEUA will run an ad in the *Champion Newspaper’s* Thanksgiving Guide on November 23.
- IEUA continues to run banner ads with *Fontana Herald News*.
- IEUA featured ads for the Water Conservation Festival through the *Daily Bulletin* and *La Opinión*.
- IEUA submitted an ad for the November Fontana Chamber newsletter featuring IEUA’s free education programs.
- In October, 38 posts were published to the IEUA Facebook page and 38 tweets were sent on the @IEUAWater Twitter handle.
 - The top three Facebook posts, based on reach and engagement, in the month of October were:
 - 10/10: IEUA is accepting applications for Wastewater Treatment Plant Operator (OIT - Grade V)
 - 10/23: National Prescription Drug Take-Back Day
 - 10/21: #Chinocreekwetlands feature
 - The top three tweets, based on reach and engagement, in the month of September were:
 - 10/3: #TipTuesday plant watering tips
 - 10/9: Water Professionals Week
 - 10/10: #TipTuesday gardening tips

Education and Outreach Updates

- Upland High School, Chino High School and Los Osos High School Solar Cup Teams attended the boat building workshop on Sunday, November 5 at Three Valleys Municipal Water District from 8:00 a.m. – 4:00 p.m. The technical workshop is scheduled for December 2.

- Staff is continuing to schedule Water Discovery field trips for program year 2017/18. To date, staff has provided field trips and scheduled approximately 2,343 students from July 2017 to May 2018.
- IEUA participated in the planning and successful execution of the Landscape & Water Conservation Festival. The event was held on Saturday, October 21 at CBWCD.
- On October 25, IEUA and LifeStream held a blood donation event at IEUA Headquarters. 32 people participated and 27 units were collected. One pint can save as many as three lives.
- MWD selected two student art winners out of 15 submitted by IEUA for their 2017 “Water is Life” student art poster contest. Student winners will be invited to MWD’s “Water is Life” Student Art Recognition Event on December 7 and their artwork will be featured in the 2018 “Water is Life” calendar.
 - Student winners: Sunny Lin, 7th grade student at Robert O. Townsend Junior High School (Chino Hills) and Alyssa Vallejo, 9th grade student at Don Antonio Lugo High School (Chino).

INFORMATION
ITEM

5F

Innovative Federal Strategies LLC

Comprehensive Government Relations

MEMORANDUM

To: Joe Grindstaff, Kathy Besser

From: Letitia White, Jean Denton, Annie Wake

Date: October 27, 2017

Re: October Monthly Legislative Update

House Adopts Budget Setting Up Release of Tax Bill Next Week

House Republicans narrowly adopted a budget resolution Thursday, October 26 unlocking a fast-track process to achieve their long-sought goal of cutting Americans' taxes by the end of the year. The next step will be releasing a draft tax measure as early as Wednesday, November 1.

The 216-212 vote allows Congress to enact tax cuts later that increase the federal deficit by up to \$1.5 trillion over 10 years. The bill could pass the Senate with just 50 votes -- plus a tie-breaker from Vice President Mike Pence -- bypassing the need for any Democratic support.

While Republicans have not outlined a full plan, their tax framework calls for doubling the standard deduction for individuals and reducing the current seven income brackets to three -- 12 percent, 25 percent and 35 percent, with a possible fourth bracket for top earners. Those tax cuts may be funded by limiting the deduction for state and local income and property taxes, an idea opposed by some GOP moderates from high-tax states.

Moderate Republicans, mostly from Northeast states, had threatened to hold up the budget measure but now will reserve their fight for the tax bill itself.

"Tax reform is good for the country; it's just not good when it's on the backs of six states," said Representative Tom MacArthur (R-NJ).

Republicans are determined to enact a tax-cut plan, especially after spending much of the year trying to use the same fast-track process to repeal the Affordable Care Act (ACA). That effort finally collapsed, leaving Congress with no major legislative achievements thus far in President Donald Trump's first year in office. Some Republicans say a failure to cut taxes could doom many of them in the 2018 elections.

Some revenue-raisers are needed to keep the tax reductions within the \$1.5 trillion revenue loss cap. Deficit hawks like Senator Bob Corker (R-TN) have said they would vote against a tax bill that results in a greater revenue loss. He has also said that "reasonable" growth estimates would need to show that the \$1.5 trillion loss would be erased by economic growth.

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Although the House adopted its own budget on Thursday, October 5, Republicans decided to speed the tax-overhaul process by agreeing Thursday, October 26 to pass the Senate's version, avoiding the need for negotiations between the two chambers.

The budget measure, H.Con.Res. 71, would allow a \$90 billion increase in defense spending above the current cap, and would let lawmakers raise \$1 billion by opening Alaska's Arctic National Wildlife Refuge to oil drilling for the first time. It doesn't include a House proposal to cut entitlement spending.

Balance in 10 Years

The budget claims to reach balance in 10 years through \$5 trillion in spending cuts, though it does not contain a mechanism to fast-track a vote on the cuts this year.

Democrats said the budget will set up a rushed vote on a tax plan that would increase the deficit and ultimately lead to cuts in social spending that helps the elderly and poor.

"They don't want you to find out that it overwhelmingly benefits the wealthy, while increasing taxes on millions of middle-class families," said top Budget Committee Democrat Representative John Yarmuth (D-KY) on the House floor. In addition to the spending reductions called for in the budget, "more cuts will be coming once the Republican tax cuts blow an enormous hole in the budget," he said.

Most conservatives said they would vote for the budget to advance tax reform and that they plan to resume their quest for cuts in social spending next year.

Tax Deductions

Ways and Means Committee Chairman Kevin Brady (R-TX) Wednesday, October 25 that the state and local tax deduction issue needs to be resolved before the tax measure is released.

One moderate Republican spelled out his reasons for wanting to keep the state and local deduction. "The rest of the country is getting a tax cut and the best they are offering my folks is you will break even? I can't go back to my district and say, 'Re-elect me, it could have been worse,'" Representative Peter King (R-NY) said Wednesday, October 25.

Representative King and other moderates propose keeping the deduction for individuals earning up to \$400,000 a year. Other ideas would allow the deduction of property taxes but not income taxes, or would convert the deduction to a credit that could be used by people who don't itemize.

'Brings Some Fairness'

White House Budget Director Mick Mulvaney said Wednesday, October 25 night that the Trump Administration wants to eliminate the deduction. Getting rid of it "brings some fairness where it wasn't before," he said at Georgetown University.

Republicans also are talking about raising money by reducing the annual limit on 401(k) retirement account contributions -- an idea President Trump has flatly rejected. That would "violate our principles," Director Mulvaney said, adding that if a tax plan raised taxes on the middle class, "we would certainly give serious thought to vetoing it."

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Chairman Brady's committee plans to vote on the tax bill during the week of Monday, November 6, with a full House vote the following week.

The fight over the deduction is just the start of the coming battles over tax legislation. Other controversial elements include a possible global minimum tax for multinational companies, a phase-in of a new 20 percent corporate rate, ending the deductibility of business interest expenses, and safeguards to prevent wealthy individuals from improperly taking advantage of a new 25 percent rate for individually owned businesses.

New Battles to Erupt After Senate Clears \$36.5B in Disaster Aid

A \$36.5 billion disaster aid bill is on its way to President Trump's desk for his signature, after the Senate cleared the House measure without changes Tuesday, October 24, putting a hold on lawmakers' demands for billions in additional recovery funds.

Enactment of the disaster package will provide a new infusion of funds to ensure the Federal Emergency Management Agency (FEMA) does not run out of resources to help areas struck by hurricanes and wildfires. It also will buy time for the President Trump administration to develop its next multibillion-dollar request for "emergency" funding for disaster-hit areas.

But members of both parties said after the disaster aid package was cleared on a vote of 82-17 that their attention already is shifting to the size and details of the President's third supplemental request, which is expected to land on Capitol Hill in November. They said they are working with their delegations early in the process to make sure the White House and Republican congressional leaders provide a more adequate funding package the next time.

Enactment of the House package (H.R. 2266) provides \$18.7 billion in new funds for FEMA's Disaster Relief Fund (DRF) and \$16 billion to forgive debt and enable the National Flood Insurance Program to pay claims. It also provides \$576.5 million to combat western wildfires. FEMA is said to be close to exhausting funds provided in the \$15 billion emergency package passed in September.

Many Republicans joined Democrats in criticizing the new package, saying it inadequately addresses the recovery and needs of Texas and Florida, as well as the immediate issues facing Puerto Rico and the U.S. Virgin Islands. Lawmakers also are clamoring for more money to fight wildfires.

"While some of these resources will impact Texans recovering from Hurricane Harvey, I want to stress that much, much more will be needed in my state," said Senate Majority Whip John Cornyn (R-TX), top deputy to Majority Leader Mitch McConnell (R-KY). "I want to make one point abundantly clear: Harvey has not been permanently handled in Texas. It's not over and done with and it's not time to just move on."

'Spending Frenzy' Underway

The bill was cleared after the Senate easily beat back a challenge raised by Senator Rand Paul (R-KY), who complained of the bill's spending without corresponding cuts

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elsewhere in the budget. The Senate voted 80-19 to reject Senator Paul's budgetary point of order.

Senator Paul said the federal deficit is on track to double both under Republican and Democratic administrations and Republicans' plans to pass multiple disaster aid packages this fall on an "emergency" basis without offsets signals "another spending frenzy" is underway in the Capitol.

"Maybe we should take it from another area of spending that's less in need. I think that just simply borrowing it even for something that you can argue is compassionate is really foolhardy and may make us weaker as a nation," Senator Paul said.

Senator Paul was joined by other conservatives in voting against the measure but many others in both parties lined up to support the latest disaster package.

Senator Cornyn said the Texas delegation will keep pressing for the \$18 billion in extra money they unsuccessfully sought when the measure was moving through the House and Senate. A large portion is for Community Development Block Grant (CDBG) funds.

"There was the storm and now there's the storm after the storm," Senator Cornyn said. "Nearly two months after the hurricane the most extreme rain even in history, many Texans are waiting for normalcy to return to their homes, to their routines, their workplaces, their children's schools."

Similar comments were made by Senator Bill Nelson (D-FL), whose home state still wants to get at least \$20 billion extra, including CDBG funds and help for the state's citrus growers. Senator Nelson and Senator Marco Rubio (R-FL) are calling for more aid for Puerto Rico—at least \$4 billion.

Opioids, Wildfire Money

Other demands are on the rise. Among other things, Senator Jon Tester (D-MT) suggested that the \$576.5 million in the bill may not be the last word on wildfires.

"In total, fires have burned nearly 9 million acres, significantly more than the yearly average," Senator Tester said. "1.2 million of those acres are in Montana, and these fires have cost the taxpayers nearly \$3 billion to date."

President Trump told Republicans at their weekly luncheon that he may be ready to propose an "emergency" plan to tackle the opioid crisis. But Senator Roy Blunt (R-MO), chairman of the Senate Appropriations Subcommittee on Labor, Health, and Human Services, stated that he is not sure that statement will translate into a request for emergency funding in the next supplemental.

"It would go quickly but now we have to see what he means by 'emergency,'" Senator Blunt said.

Congress Rolls Toward Shutdown Fight Over Immigration and Healthcare

The year's most divisive fights in Congress are set to converge in a bitter partisan clash in December that could result in a U.S. government shutdown. The unresolved battles --

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over a wall on the U.S.-Mexico border, immigration, health-care subsidies, Planned Parenthood and storm relief -- are hanging over talks on must-pass spending legislation to keep the government open after Friday, December 8. The spending measure is at risk of becoming so weighted with controversial items that it collapses.

Even without contentious issues, completing a trillion-dollar spending bill in time would be a tall order. The brewing battle could leave Republicans with no major accomplishments in President Trump's first year after they couldn't find enough votes to repeal the Affordable Care Act (ACA). The more protracted the fight, the less time in 2017 to overhaul the tax code, the GOP's top priority.

There also may be pressure to raise the federal debt limit as part of a year-end package, although the Treasury Department is likely to use its authority to delay the need for an increase into early next year.

Unbridgeable policy differences might result in a push to simply extend current spending authority through fiscal 2018. That would limit military spending to \$549 billion, leaving out the big boost sought by Senate Armed Services Committee Chairman John McCain (R-AZ) and other Republican defense hawks.

'Always a Risk'

Senator McCain is among those threatening to take his year-end priorities to the mat. He said Wednesday, October 18 that he will not support any temporary extension of government agency spending unless the defense caps are lifted. He said a government shutdown -- for the first time since 2013 -- is possible. "There's always a risk every time we go through this cycle," he said.

Democrats say a shutdown can be averted if President Trump and congressional Republicans, including the conservative House Freedom Caucus, put aside unrealistic demands such as a ban on funds for Planned Parenthood or requiring any added hurricane-relief funds to be offset with domestic spending cuts. "We don't want a shutdown," said Senate Democratic leader Senator Chuck Schumer (D-NY). "Ask President Trump. Ask our hard-right Freedom Caucus types."

Democratic Leverage

There is still a chance the two parties can agree on a deal. Senate Democrats have leverage because spending bills require 60 votes for passage while Republicans have a slim 52-48 majority.

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The biggest looming dispute is over immigration. Senator Schumer and House Minority Leader Nancy Pelosi (D-CA) say they want the President to make good on a tentative deal they struck last month to allow about 800,000 people who entered the U.S. illegally as children to stay with a possible path to citizenship. In exchange, Democrats would support stronger border security -- without the wall that President Trump promised in his 2016 campaign.

The White House angered both top Democrats this month by calling for "complete construction" of the wall and more immigration enforcement. Senator Schumer and Representative Pelosi say the administration can expect broad Democratic opposition to wall funding in a year-end spending plan.

The wall fight alone could lead to a government shutdown. President Trump upped the ante by saying in May that a "good shutdown" may be necessary to win approval of \$1.6 billion he wants to fund the wall. The money is in the House and Senate draft spending bills for Homeland Security, meaning it will be on the table in any omnibus negotiations.

ACA Exchanges

An effort to bolster ACA insurance exchanges could also doom spending legislation. Republican Senator Lamar Alexander (R-TN) and Democrat Patty Murray (D-WA) agreed this week on a plan to provide two more years of subsidies to help low-income people buy individual coverage on ACA's insurance exchanges. They seek to lure Republican votes by also giving states added flexibility in overseeing insurer offerings on the exchanges.

President Trump, who earlier encouraged Senator Alexander to cut a deal, signaled opposition to the measure. His spokeswoman, Sarah Sanders, said, "We need something that goes a little further to get on board."

Senate Republican leaders have not promised to advance the health-care pact, and many House Republicans -- including Speaker Paul Ryan (R-WI) -- say they don't want to shore up a health-care system they'd rather repeal.

Senator Schumer told reporters Wednesday, October 18 that both sides should continue to seek a fix, possibly in the spending bill.

Disaster Relief

Another sticking point is disaster relief. Texas, Florida and Puerto Rico could seek tens of billions of dollars in additional rebuilding money once final damage assessments are

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tallied. Conservatives are likely to seek spending cuts in exchange for such funds, which Democrats and many other Republicans reject.

A dispute over extending the Children's Health Insurance Program (CHIP), which expired in September, could also carry over into the spending bill. So too could a perennial push by Republican House conservatives to ban funding for Planned Parenthood.

On defense, Republicans are seeking to increase spending caps by \$54 billion, while Democrats insist that must be coupled with the same increase for non-defense spending.

House GOP's Tax-Cut Hopes Ride on Deciding Who Is Middle Class

House Republicans agree with President Trump that they want to cut taxes for the middle class, but who fits that definition is where the consensus stops.

For some GOP members of Congress, a middle income household tops out at \$100,000 a year. For others, a family making \$400,000 still deserves a break. Whatever definition they settle on will be central to determining whether the party's tax plan delivers on Trump's most basic promise: a historic middle-class tax cut.

"Our framework ensures that the benefits of tax reform go to the middle class, not to the highest earners," President Trump said Wednesday, October 11 in Pennsylvania. "It's a middle-class bill."

The debate is playing out now as House Republicans explore a compromise to cap the income level at which people would still be allowed to deduct state and local taxes, instead of eliminating the deduction altogether as proposed in their recently released tax blueprint. The definition of middle class will also be a key factor shaping where Republicans set the thresholds for individual income tax brackets.

The promised boon for the middle class is a key GOP counterpoint to charges that their plan will mostly benefit America's highest earners. Yet nobody in Congress or the Trump Administration has defined yet who counts as middle class.

Regional Differences

It's not surprising that lawmakers from rural Alabama may define middle class differently from those representing Manhattan. But even Republicans from the same state cannot agree on the definition. "The middle class is whatever you want it to be in

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many ways,” said Jim Renacci (R-OH), who sits on the Ways and Means Committee. “I think the middle class, is anywhere from zero to \$80,000 to \$100,000. That’s really the target zone.”

For Warren Davidson (R-OH) who represents the Ohio district on the outskirts of Cincinnati where the biggest company is AK Steel Corp., middle class families could be those making up to \$250,000 a year.

“I think for our district, people probably don’t start feeling like they’re middle class until they start earning \$40,000 a year, and they probably still feel like they’re middle class up until about a quarter million a year,” Representative Davidson said in an interview.

Representative Davidson gave the example of a two-teacher household that might be able to pay the bills but struggles to put much away for future college tuition. He said those are the people who need to be keeping more of their paycheck every year. “If those folks aren’t getting a tax cut, I don’t think we’ve gotten the tax cut right,” Representative Davidson said.

President Trump has staked out similar ground. When the president found out that eliminating state and local tax deductions could hurt some middle class families, he grew angry and demanded changes, according to two people familiar with his thinking. Nonetheless, Gary Cohn, President Trump’s top economic adviser, said Thursday, October 12 that the White House is not reconsidering its support for abolishing that break.

Senator Tim Scott (R-SC) said Friday, October 13 that he expects a group of House Republicans to help change the GOP plan to put an income cap for the state and local deduction “in the \$200,000 to \$250,000 range,” he stated.

No Single Definition

There is no single definition among economists for what makes someone middle class, but the dividing lines usually depend on income, education, home ownership or some combination of them all.

The Pew Research Center, for example, classifies the middle class as households making between two-thirds and double the median household income -- or between \$42,500 and \$125,000 for a family of three in 2014. Other definitions consider whether people have a college degree or even their job type.

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Americans themselves are more likely to place themselves into the middle class than any other group. In a Gallup poll released in June, 62 percent of respondents said they belong to the middle or upper-middle class.

Kevin Brady (R-TX), the chairman of the House Ways and Means Committee and one of the main architects of the tax policy framework, said his panel has “not yet” identified how individual brackets will be defined. But, again, he promised that the group is “moving toward a very strong middle class tax cut.”

The policy framework published last month suggests three tax brackets for individuals -- 12 percent, 25 percent and 35 percent -- and gives congressional tax-writing committees the flexibility to add a fourth bracket for the highest earners. It also calls for a near-doubling in the standard deduction for households, a “significant,” yet unspecified increase in the child tax credit and the elimination of personal exemptions for dependents.

A study by the nonpartisan Urban-Brookings Tax Policy Center found that most middle-income families would enjoy after-tax gains under the GOP framework, but that taxes would go up for almost 30 percent of people making \$50,000 to \$150,000. The study said it used brackets outlined in the House GOP tax blueprint released in 2016 -- a methodology that Brady and others criticized.

With the House scheduled to be in session for only 23 more days before the end of the year, House Republicans say they need to start making some decisions soon.

White House ‘Not There Yet’ on Infrastructure Bill: Senator Moran

The White House's highly-anticipated infrastructure bill is not ready for legislative action, because the Trump Administration continues to work out the financing, according to several Senate Republicans.

Months after the Trump Administration first pitched a \$1 trillion infrastructure package, officials updated the Senate Commerce Committee Republicans on the Trump Administration's progress. “It's seems to me that they're well-prepared for legislation. We're not there yet, but they have certainly laid the groundwork very well,” Senator Jerry Moran (R-KS) stated after the meeting.

The Trump Administration did not delve into specifics about how to pay for the proposal, Senator John Thune (R-SD), chairman of the Commerce, Science, and Transportation Committee, announced. “It sounds like they think they've identified

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reductions in spending in other areas of the budget,” Senator Thune said. “Of course none of us have seen that. Right now they are being kind of vague about how they are going to pay for it.”

The White House infrastructure bill has been pushed back several times from the third quarter to the fall to sometime after tax reform. Senator Thune and several other committee members don't expect to dive into the bill until the new year.

Financing?

The White House is still trying to determine how much the proposal would cost, but intends for it to be in addition to the investments made in the FAST Act, Senator Moran stated. “This meeting was all about the plan, not how to pay for it. That's the way it's always been, nothing new there,” he said.

The Trump Administration is looking at public-private partnerships, incentives for private investment, tailored elements for rural areas, and “transformational projects,” Senator Thune said. “They think there's a tremendous amount of leverage that can be had with a certain amount of public funding and then private investment to create a very robust infrastructure program that would be very good for the economy,” he said.

What Will the Bill Look Like?

Senators seized the opportunity to pitch their own visions for what the infrastructure package should include. Senator Dan Sullivan (R-AK) gave reporters a handout from the meeting on his proposal to fix the “broken” federal permitting process. “An infrastructure package, which should get a lot of bipartisan support, should also be accompanied by significant federal permitting reform because the permitting system is broken. And I think a lot of Democrats share that view, I know they do because I've talked to a lot of them,” Senator Sullivan announced.

The package will address a wide breadth of issues like roads, water, broadband and transit, Senator Deb Fischer (R-NE) said.

Timing?

None of the meeting attendees was willing to guess at the timing for a package and several made it clear that conversations with the Trump Administration on the substance of a bill are ongoing.

“We have things that have to be in order before this happens, the tax bill and all that,” Senator James Inhofe (R-OK) said.

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The Senate approved a budget proposal Thursday, October 19 and plans to take up a tax overhaul before the new year, Majority Leader Mitch McConnell (R-KY) said.

“Right now the focus is tax reform, but my view is we can walk and chew gum, right? Infrastructure issues are really important and they’re really bipartisan opportunities and we should seize them,” Senator Sullivan told reporters.

President Trump Encourages Affordable Care Act Effort as Bill Gains Support

President Trump said he is supportive of the work lawmakers are doing to help temporarily stabilize the Affordable Care Act’s (ACA) insurance markets, as a bill to do so was introduced Thursday, October 19 with broad bipartisan support in the Senate. “I respect very much the two senators your talking about, I love that they’re working on it,” President Trump said at the White House Thursday, October 19 when asked about his position on the bill.

Shortly after President Trump’s comments, Tennessee Republican Lamar Alexander (R-TN) and Washington Democrat Patty Murray (D-WA) introduced their stabilization bill with 22 senators, half of whom are Republicans. That broad backing could give the package momentum in the Senate.

“This is a first step,” Senator Alexander said on the Senate floor. “Improve it and pass it sooner rather than later.”

Time is short for lawmakers to act before Wednesday, November 1, when the ACA’s insurance markets open for Americans to sign up for coverage. Even if a bill passes, it’s likely to be a chaotic enrollment season. Health insurers have sharply raised the rates they plan to charge next year, citing the uncertainty in Washington. And President Trump, who has sent contradictory signals about the bipartisan bill in the past days, has said he is taking steps to dismantle ACA and wants to eventually replace it.

The legislation will also have to make it through the House, where Republicans have said they too want to repeal ACA, not stabilize it.

President Trump said that’s ultimately his priority as well, and he prefers giving money to states to run their own programs. “It’ll be absolutely short term because ultimately it’s going to be repeal and replace,” he said of the Senate bill.

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No Bailout

President Trump has made conflicting statements on the Senate effort, urging lawmakers to work on it and then seemingly pulling back his support for it. Senator Alexander said the version he's introducing contains language to make clear there won't be what Trump has cast as a bailout of health insurers.

"I want them to be careful with respect to the insurance companies, insurance companies are extremely good at making money," President Trump said. "I want to take care of our people. I don't want to take care of our insurance companies."

The bill has "about a page and a half of language in our agreement that tries to make it clear that the benefits of cost-sharing reductions go to consumers and not insurance companies," Senator Alexander said in an interview Thursday, October 19 before the bill was introduced.

The bill would pay for two years of health insurance subsidies, known as cost-sharing reduction payments, that were instituted under ACA and help consumers afford out-of-pocket health costs. President Trump cut off those payments last week, leaving it up to Congress to fund them. The bill would also give more flexibility to states to modify how the ACA is run in their own insurance markets.

"Some have said well that's not enough," Senator Alexander said. "Well, that's more than we've gotten for eight years and it's a first step."

State Flexibility

The bill requires states to come up with their own plan to ensure that insurers that have already set 2018 premiums higher given uncertainty over the payments don't get to double dip. The state plans could include monthly or one-time rebates to consumers or the federal government. It's unclear whether this will appease President Trump. Senate Majority Whip John Cornyn (R-TX) said the President has to be comfortable with the measure before it can come to the Senate floor for a vote.

The legislation also gives states flexibility to implement ACA and allows anyone to enroll in catastrophic plans that cost less up front.

On the Republican side, co-sponsors of Senator Alexander's bill include three senators who have opposed previous efforts by the GOP to repeal and replace ACA: Senator John McCain (R-AZ), Senator Susan Collins (R-ME), and Senator Lisa Murkowski (R-AK).

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'Better Path'

Senator Murkowski thanked Senators Alexander and Murray for helping the Senate find a "better path."

Others such as Senator Ted Cruz (R-TX), shared President Trump's concerns. He tweeted Wednesday, October 18 that "Ins co profits have DOUBLED under O'care & Dems top priority is corp bailouts w/ nothing for citizens paying higher premiums."

Senator Alexander predicted the bill would become law this year. "I do not believe that Congress would want to fail to deal with a problem that will hurt millions of Americans if we allow it to continue," he said. "I predict that this agreement that we're suggesting today, we 24 senators, will become law in some fashion before the end of the year."

White House Adds Clues to Deregulatory Agenda

Lists of rules that agencies intend to cut in the upcoming year will appear in the fall regulatory agenda, which is scheduled to be published by the end of November, said Neomi Rao, administrator of the White House Office of Information and Regulatory Affairs (OIRA).

This was an additional clue about the broad deregulatory agenda of President Trump that Rao offered to a conference hosted by the American Bar Association's (ABA) Section of Administrative Law and Regulatory Practice.

"Looking ahead to fiscal year 2018, the president has called on every agency to set a negative regulatory cost allocation, which means that every agency has to reduce their overall burdens in 2018," Rao said.

Nearly every agency has submitted its allocation, such as the Department of Transportation, which anticipates achieving \$35 million per year in net regulatory savings, Rao said. OIRA is working with agencies on their fall agendas and regulatory plans to make sure they identify unnecessary regulatory burdens, she said.

A Fine Line

Rao walked a fine line in her remarks between the clear wishes of the president to massively slash regulation and the concerns of lawyers, practitioners, and regulators if he succeeds.

"We believe that rolling back unnecessary and unlawful regulations is essential to restoring regulatory freedom and to promoting economic growth, job creation, and innovation," Rao said.

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“Now to be sure, regulatory actions can implement important health, safety, and welfare priorities ... and we're certainly not looking to unravel regulations that are working,” she added.

The push to reduce regulatory burdens depends on an understanding that there are many areas in which agencies can reduce or eliminate regulatory costs without compromising important health or safety goals, Rao said.

“We're also not looking at regulatory reform just on the margins,” Rao said. “We're not trying to get a few more benefits at slightly more cost. We're really trying to get agencies to focus on duplicative, outdated, or unnecessary regulations, and to reduce the cumulative burden,” she said.

OIRA must ensure that the benefits and costs of new regulations are calculated based on accurate information and reasonable assumptions, Rao said.

Similarly, deregulatory actions also must meet cost-benefit standards, Rao said. “We want to make sure that deregulatory actions are responsible, and that we're not dismantling those regulations that serve important public purposes or those regulations that continue to provide significant net benefits,” she said.

**INFORMATION
ITEM**

5G



October 27, 2017

To: Inland Empire Utilities Agency

From: Michael Boccadoro
Beth Olhasso

RE: October Legislative Report

Overview:

The first year of the 2017-2018 Legislative Session concluded with the Governor taking final action on bills before the October 15 deadline. Of the 997 bills that were sent to him, he signed 859 and vetoed 118, a 12 percent veto rate.

Establishing long-term water-use efficiency standards and a drinking water fee were among the hottest topics in Sacramento at the end of the session, and will likely pick back up quickly when the legislature returns on January 3.

With the start of the new water year on October 1, California's major reservoirs are in the best position they have been in at the start of a new water year in nearly six years. Water managers are cautiously optimistic for the upcoming year; it is too early to tell at this point what the winter months might have in store.

As widely reported, the Metropolitan Water District of Southern California voted to support the California WaterFix on October 10. Ten of the other twelve contractors have voted to support the project with two, Kern County Water Agency and Santa Clara Valley Water District conditionally supporting the project.

The State Water Resources Control Board (SWRCB) released additional specifics and scientific support for Phase II of their Bay-Delta Plan update, covering the Sacramento River and its tributaries. Most notably the plan suggests a range of 35-75% unimpaired flows for Sacramento River Delta inflow.

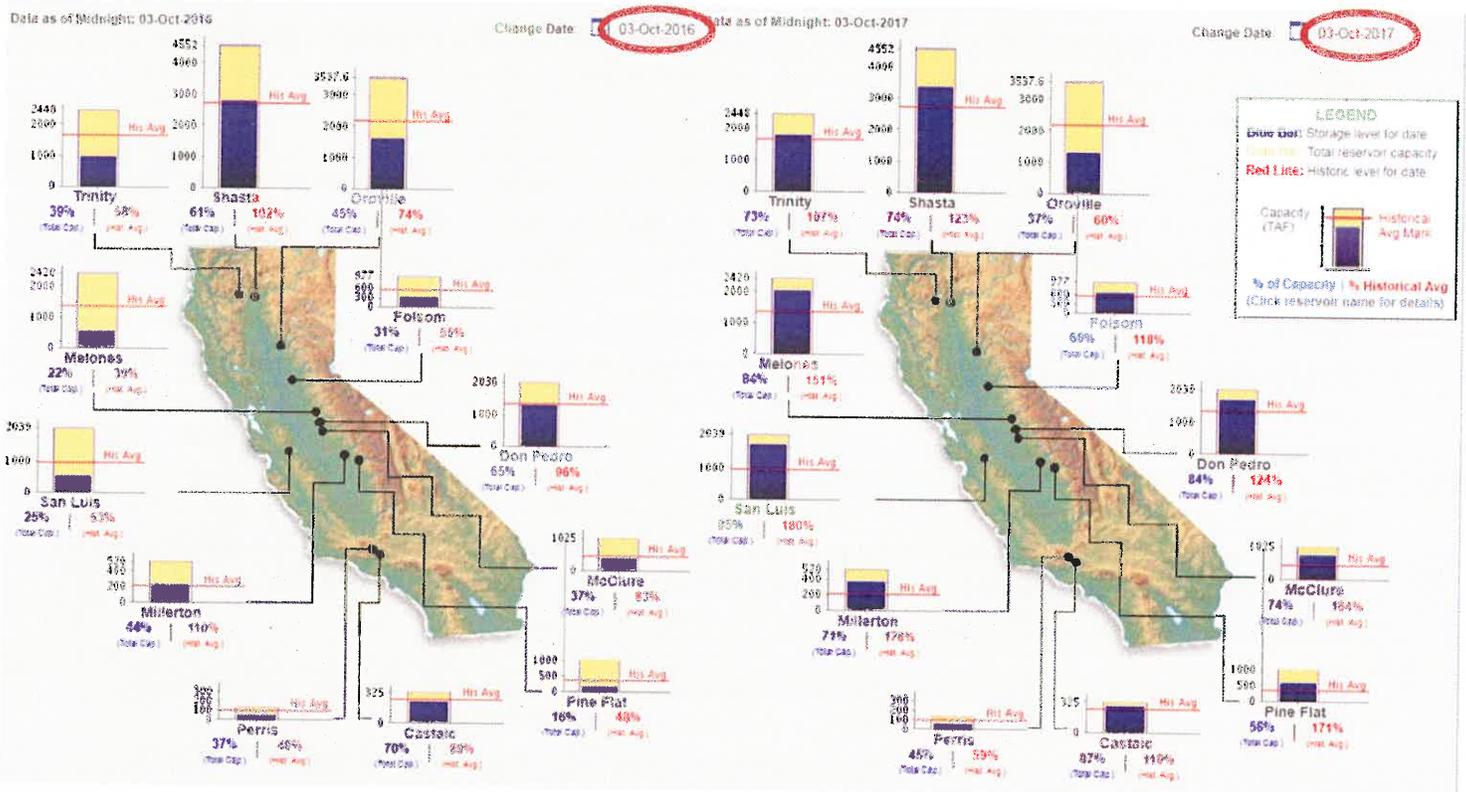
Southern California Gas Co. recently filed a general rate case application at the California Public Utilities Commission (CPUC) asking for a 40 percent, \$3.3 billion, increase in revenues over the next four years.

The Emerging Trends Committee at the California Public Utilities Commission (CPUC) recently discussed the status of the BioMAT program. The BioMAT program was created in 2012 by IEUA sponsored SB 1122 (Rubio) in hopes of sparking a market for bioenergy projects. Of the 250 MWs authorized in the legislation, only 10.4 MWs have actually been contracted. More projects are expected as landfill diversion and Short Lived Climate Pollutant programs require and incentivize more organic waste digester projects.

Inland Empire Utilities Agency Status Report – October 2017

Water Supply Conditions

With the start of the new water year on October 1, California’s major reservoirs are in the best position they have been in at the start of a new water year in nearly six years. Lake Oroville is the one exception, as it has been kept low during the repair of the damaged spillway and auxiliary spillway. Water managers are cautiously optimistic for the upcoming year; it is too early to tell at this point what the winter months might have in store.



WaterFix Update

As widely reported, the Metropolitan Water District of Southern California voted to support the California WaterFix on October 10. There was significant discussion about the possibility of a one tunnel option ending with a commitment to bring any variation to the current proposal back to the board for final approval. With both the Los Angeles and San Diego delegations split, the vote passed at a comfortable margin. Other contractors held votes throughout October. The final results are below.

Agency	Date	Support Water Fix
Zone 7 Water Agency	Sept. 20	Yes
Mojave Water Agency	Sept. 28	Yes
San Gorgonio Pass Water Agency	Oct. 2	Yes
Desert Water Agency	Oct. 2	Yes
San Bernardino Valley MWD	Oct. 3	Yes
Crestline-Lake Arrowhead WA	Oct. 5	Yes
Coachella Valley Water District	Oct. 10	Yes
Metropolitan Water District of S. CA	Oct. 10	Yes
Castaic Lake Water Agency	Oct. 11	Yes
Alameda County Water District	Oct. 12	Yes
Kern County Water Agency	Oct. 12	“Tentative Endorsement”
Santa Clara Valley Water District	Oct. 17	One tunnel only.

As to what happens next, a lot of that depends on Governor Brown. He has indicated that he is open to a one-tunnel option, but has yet to officially switch to that approach. Should a one-tunnel plan move forward, a new economic analysis would have to be conducted, and environmental permitting will need to be updated. It is also unclear how that will change support from Westlands or further solidify support from Kern County Water Agency. MWD’s support for a one-tunnel solution also appears lukewarm.

Additionally, after several days of confusion, Trump clarified that they will continue to work on the delta tunnels project, however they have no plans to fund it.

SWRCB Moves Forward with Bay-Delta Plan Update – Phase II

The State Water Resources Control Board (SWRCB) released additional specifics and scientific justifications for Phase II of their Bay-Delta Plan update. Phase II covers the Sacramento River and its tributaries. The SWRCB released an initial working draft of the Scientific Basis Report for Phase II last October.

The preliminary Phase II proposal begins to lay the groundwork for a number of updates, including the following:

- A range of 35-75% unimpaired flows for Sacramento River Delta inflow
- Cold water habitat requirements (for the first time in the Delta-Plan)
- Maintain existing Delta outflow requirements of 3,000-8,000 cfs for July-January and 7,100 cfs for February-June
- Replace existing “inflow-based Delta outflow” objective (calculated by adding up the required inflows and making appropriate adjustments for natural losses and gains scaled to the percent of unimpaired flow level)
- Add existing U.S. Fish and Wildlife Service Biological Opinion September-January fall outflow requirements (Fall X2)
- Add Old and Middle River (OMR) reverse flow limits from December-June consistent with existing Biological Opinions and incidental take permits
- Add Delta Cross Channel gates restrictions in October consistent with existing Biological Opinions and incidental take permits

- Add modified April-May export constraints based on San Joaquin River flows

The new materials, calling for potentially significant changes, come as a bit of a surprise to the water community. While the Bay-Delta Plan update has been a hot topic over the last year, the Phase I proceedings for the San Joaquin River were put on hold at the request of the Governor to attempt to execute voluntary agreements between the State and water rights holders affected by the update. It appears that little progress has been made with those efforts, but the SWRCB has not moved forward with any additional formal actions. Initial estimates suggest the flow requirements could significantly impact carry-over storage in the state's main Northern California Reservoirs.

The SWRCB is requesting responses to a specific set of questions on the proposal and 400-page scientific document by November 9th. An extended, more focused comment period will occur at a later date, yet to be announced.

SoCal Gas Seeks \$3.3 Billion Revenue Increase Over the Next Four Years

Southern California Gas Co. recently filed a general rate case application at the California Public Utilities Commission (CPUC) asking for a 40 percent, \$3.3 billion, increase in revenues over the next four years. They are asking for a 19 percent increase in 2019, an additional 8.54 percent increase in 2020, an additional 6.19 percent increase in 2021 and a final additional 6.18 percent increase in 2022.

Non-core Commercial and Industrial customers are proposed to receive a 25 percent increase over 2017 rates in 2019.

SoCalGas notes that about 57 percent of the revenue increase is directly related to safety measures and reflects a new, risk-based decision-making framework adopted by the CPUC. In the wake of the Aliso Canyon leak, SoCalGas highlights that a number of new and emerging regulations on underground natural gas storage are primary contributors to the expenditures plan. They are also proposing to expand in-line inspections of transmission pipelines, use of a new technology to assess and mitigate pipeline risk, and replacement of aging distribution pipelines.

The application also proposes additional funds for renewable energy, such as increased support for biogas projects that capture methane for use as a fuel source. They note that renewable gas will be "integral to the state reaching its goal of 40 percent reduction of GHG emissions below 1990 levels by 2030 by reducing fugitive methane emissions from the agricultural and waste sectors."

The case is expected to take at least 12 to 18 months.

CPUC Ponders BioMAT (SB 1122) Program Performance

At a recent meeting of the Emerging Trends Committee at the California Public Utilities Commission (CPUC), Commissioners discussed the status of the BioMAT program. The BioMAT program was created in 2012 by IEUA sponsored SB 1122 (Rubio) in hopes of sparking a market for bioenergy projects including wastewater digesters. Unfortunately, program implementation obstacles have made it difficult for projects to actually participate. Of the 250 MWs authorized in the legislation, only 10.4 MWs have actually been contracted. Projects

proposing pipeline injection instead of onsite electricity production have also limited participation.

Commission staff identified a number of challenges with the program including lack of competition, an ineffective price-allocation method, and difficulty getting permits for projects.

Commissioners are faced with several options including suspending the program to contemplate modifications, modify without suspending the program, or seeking statutory changes to SB 1122. WCA recently testified before the CPUC on the merits, benefits and importance of the program as the state seeks to divert landfill organic waste and reduce short-lived climate pollutants (SLCPs).

Commission President Picker voiced strong skepticism for the biogas market and noted that there are a lot of unrealistic expectations about the biogas market. It is unclear what the next step for the CPUC will be.

Legislative Update

The first year of the 2017-2018 Legislative Session concluded with the Governor taking final action on bills before the October 15 deadline. Of the 997 bills that were sent to him, he signed 859 and vetoed 118, a 12 percent veto rate.

The Governor signed AB 574 (Quirk, D-Hayward) the WaterReuse sponsored legislation which would re-define specific categories of recycled water.

He also signed SB 5 (de Leon, D-Los Angeles). While it was called a \$4 billion “Water and Parks Bond,” there is very little funding for water projects included in the text. Most notably, there is \$100 million for water recycling. Other “water” funding categories include: clean drinking water and drought preparedness, groundwater sustainability, flood protection and repair, regional sustainability, and funding for state and local conservancies.

As reported earlier, the Governor signed SB 231 (Hertzberg, D-Van Nuys) addressing the financing of stormwater capture, cleanup and reuse projects.

Soon after the legislative session ended, Jerry Meral began the campaign to qualify the measure for the ballot. The \$8.78 billion bond is completely water related and includes the following highlights:

- \$400 million for water recycling and desal
- \$750 million for safe drinking water
- \$5 million for IRWM
- \$400 million for the capture and use of urban runoff and stormwater

The bond previously filed with the Secretary of State from The Nature Conservancy has been pulled from consideration after SB 5 passed.

Assemblymember Adam Gray’s (D-Merced) AB 313, a bill to reform the water rights appeals process at the State Water Resources Control Board, was revived in the final hours of the

legislative session. The bill would require water rights enforcement appeal proceedings, previously heard by SWRCB members, to be heard by an administrative law judge. Proponents of the bill, including the bill's sponsor – Byron-Bethany Irrigation district, argue that this will increase fairness for water rights proceedings.

The bill had previously sat on the Senate Appropriation Committee Suspense File, without any real hope of advancing this year. Then, in the final hours of session, the bill was pulled out of the committee, to the Senate Floor, and passed both houses within a matter of minutes. While unconfirmed by legislative leadership, the move was presumably made in exchange for Gray's support for SB 5 (de Leon), the Pro Tem's Parks and Water Bond that was struggling to get the required two-thirds vote in the Assembly.

While Asm. Gray had the late support from legislative leadership to revive the bill before the end of session, he clearly failed to secure the support of the Governor, who vetoed the measure. However, the Governor did direct Cal EPA to look into the issues raised by the bill.

Members will return to Sacramento on January 3 to start the final year of the two-year session. It is expected that they will hit the ground running on the carry-over legislation from last year, specifically water conservation and water user fees. As discussed in previous reports, other issues likely to be hot topics include: Prop 218 reform for low-income water rates; SB 100 to accelerate and increase RPS and zero carbon energy goals, and the creation of a Western regional energy grid. It is possible that there will be legislation introduced to address, stall or possibly block WaterFix, as there have been similar efforts every year for the past few years.

Please see the matrix for a final report on all IEUA tracked bills.

INFORMATION
ITEM

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CALIFORNIA STRATEGIES, LLC

Date: October 26, 2017
To: Inland Empire Utilities Agency
From: John Withers, Jim Brulte
Re: October 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 month to deliver advice, answer questions or provide services consistent with the mission of IEUA. Here is our monthly activity report:

- We held our regularly scheduled face to face meeting with agency senior staff on October 11th. The meeting was rescheduled due to scheduling conflicts. CalStrat principals attended and did discuss various issues with senior staff including the Water Bank JPA, Regional Contract and other items of interest to the senior management of the agency.
- We discussed the status of the planning of the Water Bank JPA and issues that one of the local cities still have outstanding. Joe tasked California Strategies with reaching out to leadership in that city to see if we could expedite the discussion. There was concern that if the JPA was not established prior to the receipt of any infrastructure funding, it would complicate things when others wanted to be a part of the JPA. Following our contact, the Director of Public Works called Joe to discuss outstanding issues.
- We discussed the Regional Contract, which now has a contract for facilitators signed by all of the contracting agencies.
- We scheduled a meeting with California Strategies and the incoming GM.
- We answered questions regarding the redistricting efforts in one of our member agency cities as well as other issues in that city that might have an impact on IEUA.

INFORMATION
ITEM

51

Federal Legislation of Significance

Bill Number	Sponsor	Title and/or Summary	Summary/Status
H. Con. Res. 71	Rep. Diane Black (R-TN)	Establishing the congressional budget for the United States Government for fiscal year 2018 and setting forth the appropriate budgetary levels for fiscal years 2019 through 2027	<p>Legislation that would change the tax code and increase the deficit by as much as \$1.5 trillion over a decade could be passed with simple majorities in both chambers under the Senate amendment to H. Con. Res. 71.</p> <p>The proposed fiscal 2018 budget resolution would direct the tax-writing panels -- House Ways and Means and Senate Finance -- to produce reconciliation legislation by Monday, November 13.</p> <p>The plan calls for spending \$3.13 trillion in fiscal 2018, while bringing in \$2.49 trillion in revenue, for a deficit of \$641 billion. Those figures don't include "off-budget" items such as Social Security, which would bring total spending to \$3.99 billion in fiscal 2018. It would seek about \$5.1 trillion in spending reductions over the next decade and \$1.6 trillion in tax cuts.</p> <p>The House adopted its version of H. Con. Res. 71 by a vote of 219-206 on Thursday, October 5. The Senate adopted an amended version by a vote of 51-49 on Thursday, October 19. And, the House passed the Senate amended bill on Thursday, October 26 by a vote of 216-212. It now goes to the White House for the President's expected signature.</p>
H.R. 2266	Rep. John Conyers (D-MI)	Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2017	<p>Hurricane and wildfire relief efforts would receive an additional tranche of emergency supplemental funding under a House amendment to the Senate amendment to H.R. 2266.</p> <p>The \$36.5 billion aid package would: Appropriate \$18.7 billion for the Federal Emergency Management Agency's (FEMA) Disaster Relief Fund (DRF). As much as \$4.9 billion could be transferred to FEMA's Community Disaster Loan (CDL) program to help local governments and U.S. territories provide essential services. Cancel \$16 billion in loans to the National Flood Insurance Program (NFIP), which reached its borrowing limit after hurricanes Harvey and Irma. And allow as much as \$1.27 billion in previously appropriated funding to be transferred for emergency nutritional assistance in Puerto Rico.</p> <p>The Senate agreed to the House amendment to the Senate amendment to H.R. 2266 by 82-17 on Tuesday, October 24.</p>

H.R. 3711	Reps. Lamar Smith (R-TX)/Ken Calvert (R-CA) /Bob Goodlatte (R-VA)	The Legal Workforce Act	<p>A bill that would require all U.S. employers to use the E-Verify electronic employment verification system. The requirement would be phased over a two-year period, starting with the largest employers. The agriculture industry would have an additional six months (or 30 months total) to come into compliance.</p> <p>H.R. 3711 was referred to the Committee on the Judiciary, and in addition to the Committees on Ways and Means, and Education and the Workforce on Friday, September 8th.</p>
H.R. 601	Rep. Nita Lowey (D-NY)	Reinforcing Education Accountability in Development Act	<p>\$15.25 billion dollar bill for disaster aid following the destruction caused by Hurricane Harvey and anticipated by Hurricane Irma. This bill will also raise the debt limit and includes a continuing resolution funding the government until December 8th.</p> <p>H.R. 601 was passed in the Senate on Thursday, September 7 with additional Hurricane funding and the deficit reduction until December provisions. The House passed the bill on Friday, September 8, and was signed by the President on the same day.</p>
H.R. 3354	Rep. Ken Calvert (R-CA)	Make America Secure and Prosperous Appropriations Act, 2018	<p>An omnibus package including the Interior; Homeland Security; Financial Services; Commerce, Science, and Justice; Transportation, Housing and Urban Development; Agriculture; Labour and Health and Human Services, and Education; and State and Foreign Operations Appropriations Acts, fiscal year 2018. The House-passed version of H.R. 3354 includes all 12 appropriations bills, including four that were previously passed in H.R. 3219.</p> <p>Highlighted bills in this package are below.</p> <p>H.R. 3219 was introduced in the House Rules Committee on Wednesday, August 16. was considered and passed by a vote of 211 to 198 on the House Floor on September 14, 2017.</p>
H.R. 3219	Rep. Kay Granger (R-TX)	Make America Secure Appropriations Act, 2018	<p>A small omnibus package including the Defense, Energy and Water, Military Construction and Veterans Affairs, and Related Agencies, Legislative Branch, and Border Barrier funds from the Homeland Security Bill Appropriations Acts, fiscal year 2018.</p> <p>Highlighted bills in this package are below.</p> <p>H.R. 3219 was introduced in the House Rules Committee on Monday, June 24. It was passed on the House Floor by a vote of 235-192.</p>

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 was reported out of the Senate Appropriations Committee in July.</p> <p>This bill was included in H.R. 3219 and passed on the House Floor by a vote of 235-192.</p>
Rep. Mike Simpson (R-ID)	Fiscal 2018 Energy and Water Appropriations Act	<p>The House Appropriations Committee marked up the FY18 Energy and Water Bill in full committee on July 17th.</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> <p>This bill was included in H.R. 3219 and passed on the House Floor by a vote of 235-192.</p>
Rep. Mario Diaz-Balart (R-FL)	Fiscal 2018 Transportation, Housing and Urban Development, and Related Agencies Appropriations Act	<p>The House Appropriations Committee today approved the fiscal year 2018 Transportation, Housing and Urban Development funding bill on July 17, 2017.</p> <p>In total, the bill reflects an allocation of \$56.5 billion in discretionary spending – \$1.1 billion below fiscal year 2017 and \$8.6 billion above the request.</p> <p>Within the bill, Community Development Block Grants are funded at \$2.9 billion, \$100 million below fiscal year 2017 level.</p>
Sen. Lamar Alexander (R-TN)	Fiscal 2018 Energy and Water Appropriations Act	<p>The Senate Appropriations Committee approved their FY18 Energy and Water Bill on July 20th in full committee markup.</p> <p>Within the bill the Committee recommended funding the Bureau of Reclamation at \$1,287,725,000, which is \$190,332,000 above the President's FY18 budget request. Similar to the House mark, the Senate provided \$34,406,000 for Title XVI and \$24,000,000 for WaterSMART grants. Also, an additional \$98,000,000 for drought</p>

			resiliency programs authorized in the Water Infrastructure Improvements Act (WIIN Act).
	Sen. Susan Collins (R-ME)	Fiscal 2018 Transportation, Housing and Urban Development, and Related Agencies Appropriations Act	<p>The Senate Appropriations Committee marked up the FY18 Transportation, Housing and Urban Development, and Related Agencies Bill in subcommittee on July 25th. At this time the bill and report text has not been released.</p> <p>The FY2018 appropriations bill providing \$60.058 billion in discretionary spending for the U.S. Department of Transportation, U.S. Department of Housing and Urban Development, and related agencies. Within the bill, TIGER grants were funded at \$550 million, \$50 million above the FY2017 enacted level; and the Community Development Block Grant (CDBG) formula program is funded at \$3 billion.</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 and make changes to the state's Central Valley and State Water projects and streamline permitting processes. The bill included provisions from multiple other bills previously passed by the House that sought to increase the flow of water to areas of California that have experienced drought over the past five years. The measure was referred to the House Committee on Natural Resources and the Committee on Agriculture.</p> <p>By a vote of 230-190, the House passed H.R. 23, as amended, on July 12, 2017.</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, 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</p>

			<p>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 scheduled 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.</p> <p>The Senate Environment and Public Works Committee held a hearing on S. 357 on July 26, 2017. No further activity is anticipated until the Fall.</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> <p>The Senate Environment and Public Works Committee held a hearing on S.32 on July 26, 2017. No further activity is anticipated until the Fall.</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>

INFORMATION
ITEM

5J

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>Signed by Governor</p>
AB 791	Frazier	<p>Sacramento-San Joaquin Delta: State Water Project and federal Central Valley Project: new conveyance facility.</p>	<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 Signed by Governor

AB 1668	Friedman	An Act Relating to Water	This bill would state the intent of the Legislature to enact legislation necessary to help make water conservation a California way of life.	SUPPORT 2-year bill
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 Held in Assembly Appropriations
AB 968	Rubio	Urban water use: water efficiency	Establishes a new 2025 water use efficiency requirement for urban retail water suppliers	WATCH Held Assembly Appropriations
AB 1654	Rubio	An Act Relating to Water	This bill would state the intent of the Legislature to enact legislation necessary to help make water conservation a California way of life.	WATCH DEAD in Senate Natural Resources and Water
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 Held in Senate Natural Resources and Water
SB 606	Skinner/Hertzberg	An Act Relating to Water	This bill would state the intent of the Legislature to enact legislation necessary to help make water conservation a California way of life.	Support 2-Year bill

INFORMATION
ITEM

5K

Date: November 15, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Engineering, Operations & Water Resources Committee

11/08/17



Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: FY 2016/17 Recycled Water Annual Report

Executive Summary:

The Recycled Water Annual Report is compiled each fiscal year to provide information on recycled water direct use, groundwater recharge and capital project development. It lists the status of projects to increase reliability and demands. The FY 2016/17 Recycled Water Annual Report accompanies the update and provides a detailed breakdown of the 33,411 acre-feet of recycled water delivered during the past fiscal year. The fiscal year was a record high for the recycled water recharge. Data are presented in the report by IEUA retail member agencies, by usage types and by customers. The report provides summaries of the program history, describes recent construction and gives an overview of the IEUA treatment plants. The report also includes appendices of water quality compliance data for IEUA water recycling plants and lists individual customer uses.

Staff's Recommendation:

This is an informational item for the Board of Directors to receive and file.

Budget Impact: N *Budgeted (Y/N):* N *Amendment (Y/N):* N *Requested Amount:*

Account/Project Name:

N/A

Fiscal Impact (explain if not budgeted):

N/A

Prior Board Action:

None

Environmental Determination:

Not Applicable

Business Goal:

The activities summarized in the Annual Report are consistent with the IEUA business goal of Water Reliability, namely maximize the use of recycled water to enhance regional water reliability.

Attachments:

- Attachment 1 - Recycled Water Annual Report FY 2016/17 - PowerPoint
- Attachment 2 - IEUA FY 2016/17 Recycled Water Annual Report

Recycled Water Annual Report FY 2016/17



Recycled Water Program Overview

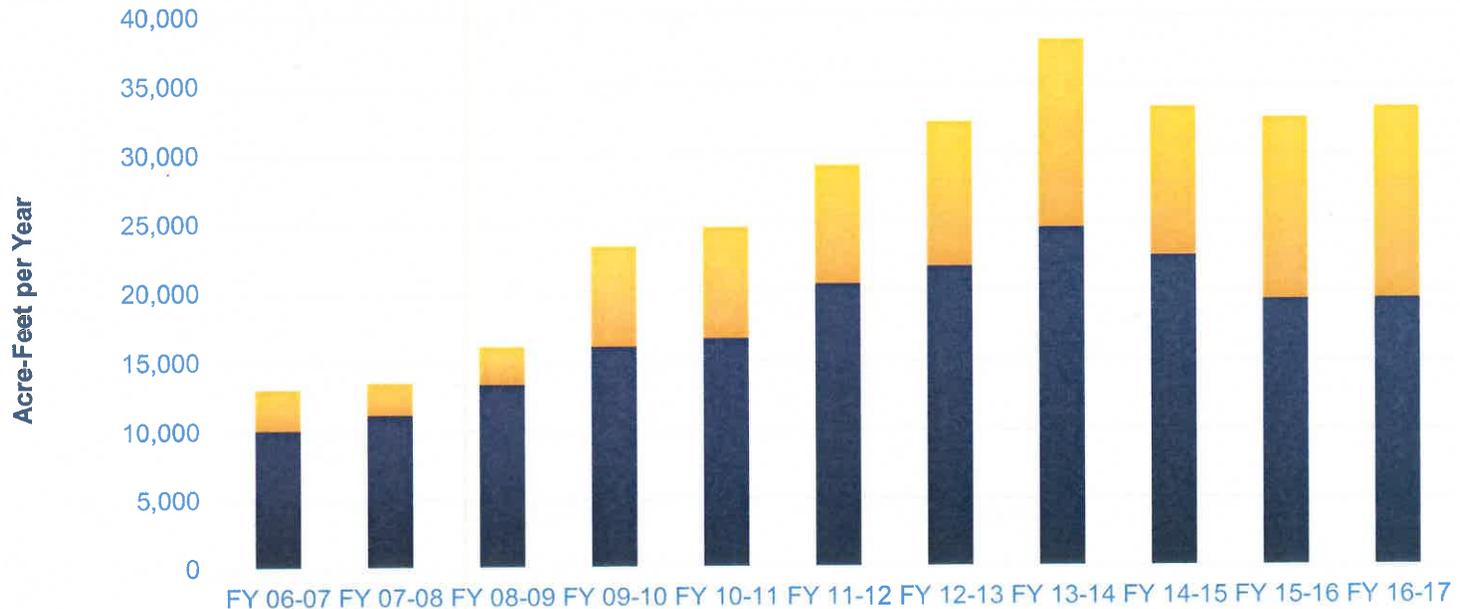
Project Name	Status	Completion Date	New Demand (AFY)
New FYE 17 Customer Connections	Complete	06/2017	1,715
RP-5 RW Pipeline Bottleneck	Design	10/2018	0*
Pressure Sustaining Valve Installation	Pre Design	04/2019	0*
Baseline Extension (Village of Heritage)	Pre Design	04/2019	105
Napa Lateral	Planning	09/2019	500
San Sevaine Basin Improvements	Design	02/2020	1,500**
RP-1 1158 Pump Station Improvements	Pre Design	02/2020	0*
Total			3,820

* Efficiency project to maximize operations and delivery of RW, potential to increase overall deliveries to groundwater recharge

** Potential for Recharge within San Sevaine Basin: 1,500 – 4,100 acre-feet per year

Recycled Water Deliveries

Record high for RW
Ground water
recharge



	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17
Direct	10,048	11,153	13,361	16,057	16,656	20,556	21,840	24,659	22,850	19,397	19,477
GWR	2,981	2,340	2,684	7,208	8,028	8,634	10,479	13,593	10,840	13,222	13,934
Total	13,029	13,493	16,045	23,265	24,684	29,190	32,319	38,252	33,690	32,619	33,411

RW Resolution 2016-6-17

- Resolution in effect July 1, 2017
- Each contracting agency has a Base Entitlement to recycled water (RW)
 - set by share of total wastewater EDU's
- For use in excess of base entitlement, requires either:
 - purchase of replacement water or
 - payment of surcharge rate
- In FY 2016-17, Chino exceeded Base Entitlement
 - Paid a surcharge in amount of \$20,166
 - Curtailed groundwater recharge allocation of 10.8% (1,397 AF)

RW Groundwater Recharge Allocations

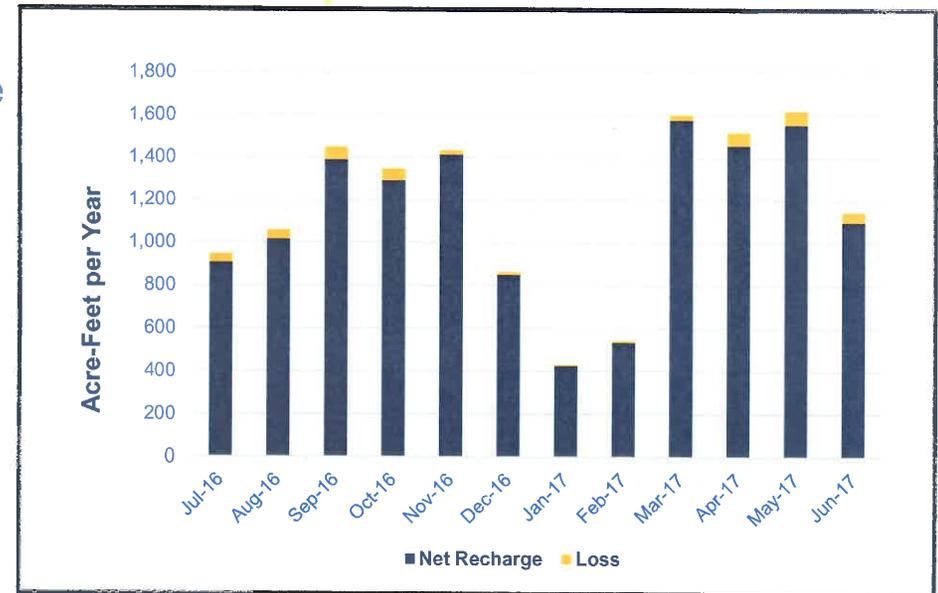
Agency	Pro Rata Share	Recharge Allocation AFY, FY 16/17
Chino	10.8%	0*
Chino Hills	9.1%	1,321
CVWD	25.4%	3,693
Fontana	19.0%	2,764
Montclair	4.4%	638
Ontario	21.6%	3,150
Upland	9.7%	1,418
Total (Excluding JCSD)		12,984
JCSD**		950
TOTAL		13,934



* Chino exceeded Base Entitlement per Resolution 2016-6-17
 ** JCSD maximum benefit: 950 AFY

Evaporative losses to supplemental water recharge

- Chino Basin Watermaster Rules & Regulations
- Losses are seasonal for wet water recharge:
 - 1.5% during November thru March
 - 4.2% during April thru October
- Applies beginning: October 1, 2017
 - Estimated impact to IEUA recycled water recharge
 - 2016-17 recharge 13,934 AFY = loss of 454 AF



2017

IEUA FY 2016-2017 Recycled Water Annual Report

Water Smart
Thinking in Terms of Tomorrow



Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

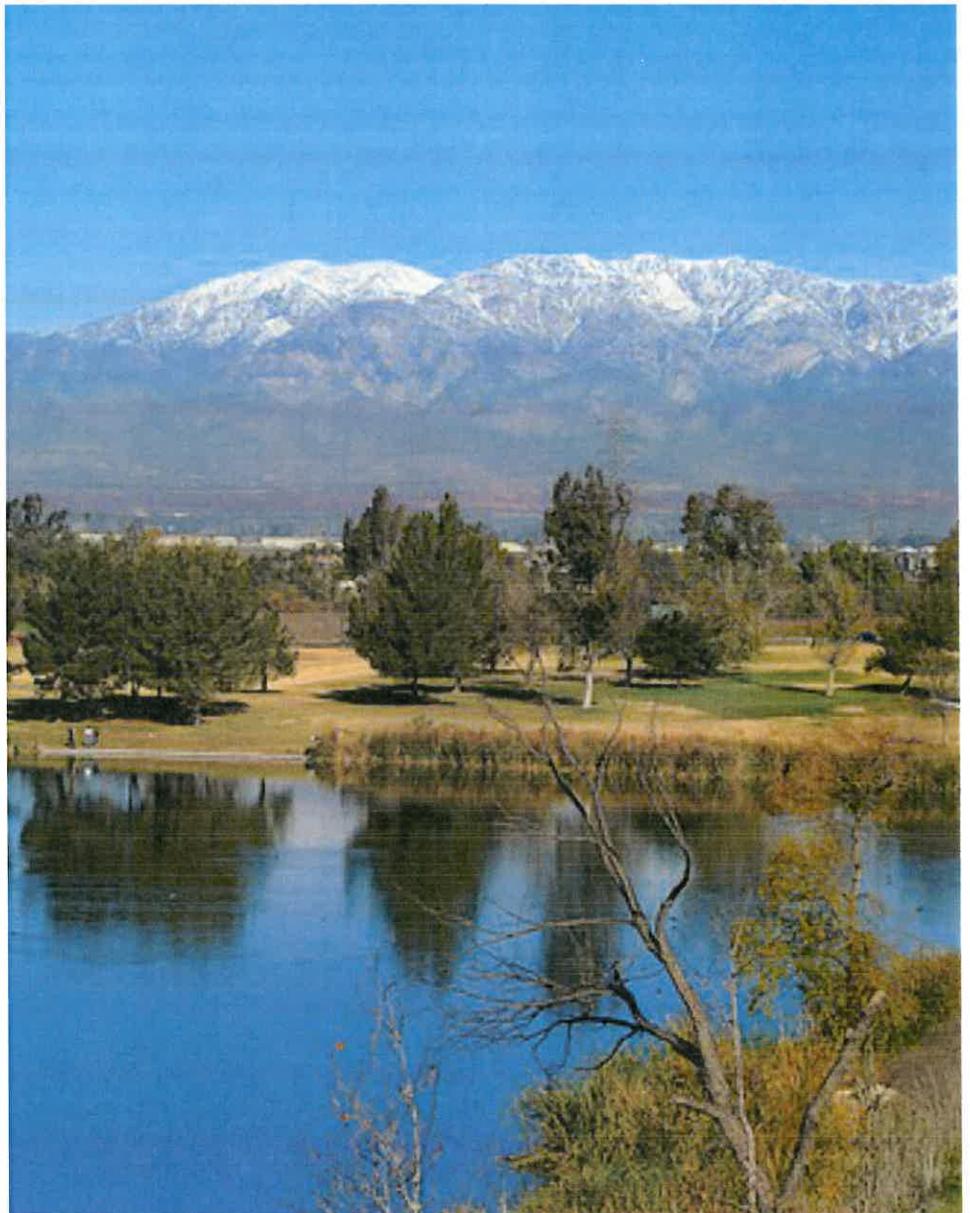


TABLE OF CONTENTS

INTRODUCTION..... 2

DEMANDS 3

DEMANDS BY USE TYPE..... 4

RETAIL DEMANDS 5

CUSTOMERS DEMANDS 6

HISTORY 8

RECYCLED WATER CAPITAL PROGRAM 9

PROJECTS COMPLETED 10

PROJECTS IN CONSTRUCTION 10

PROJECTS IN DESIGN 10

FUTURE REUSE PROJECTS 11

TREATMENT PLANTS..... 11

FIGURES

Figure 1 - IEUA Service Area..... 2

Figure 2 - Historical Recycled Water Direct Use and Groundwater Recharge..... 3

Figure 3 -Recycled Water Demand by Use Type for 2016/17 4

Figure 4 - RP-1 Treatment Process 13

Figure 5 - RP-4 Treatment Process 15

Figure 6 - CCWRF Treatment Process 17

Figure 7 - RP-5 Treatment Process 19

TABLES

Table 1 - Recycled Water Demand by Use Type for 2016/17 4

Table 2 -Recycled Water Demand by Agency for 2016/17 5

Table 3 -Top 10 Recycled Water Customers for 2016/17..... 6

Table 4 -Retail Agency Water Rates for 2016/17 7

Table 5 - Capital Project Summary for 2016/17 9

APPENDICES

APPENDIX A Recycled Water Effluent Monitoring Data for Calendar Year 2016

APPENDIX B Recycled Water Compliance Data for Calendar Year 2016

APPENDIX C Recycled Water Users and Demands for Fiscal Year 2016/17

INTRODUCTION

The 2016/17 Recycled Water Annual Report for the Inland Empire Utilities Agency (IEUA) recycled water program provides annual delivery data by IEUA retail member agencies, by usage types, and by customers. The 2016/17 report is for IEUA's fiscal year, which runs from July 2016 to June 2017. The report summarizes the program history, describes recent construction, and gives an overview of the IEUA treatment plants. IEUA provides wastewater treatment for its seven member agencies: the Cities of Chino, Chino Hills, Fontana, Montclair, Ontario, and Upland and Cucamonga Valley Water District. Recycled water from the treatment process is generated and delivered to its retail water agencies for use in the IEUA service area.

IEUA owns and operates five wastewater recycling facilities that serve over 875,000 people. Figure 1 shows the IEUA service area, its member agencies, and the locations of IEUA's treatment plants. Of the five plants, four produce tertiary-treated, Title 22-quality recycled water. Of the treatment plants, RP-2 does not have any liquid treatment processes, and as such does not produce any recycled water. The general layout and capacities of the water recycling plants are discussed in the last section of the report. Appendices A and B contain the recycled water effluent monitoring data and recycled water compliance data, respectively, for the 2016 calendar year for the four recycled water facilities.

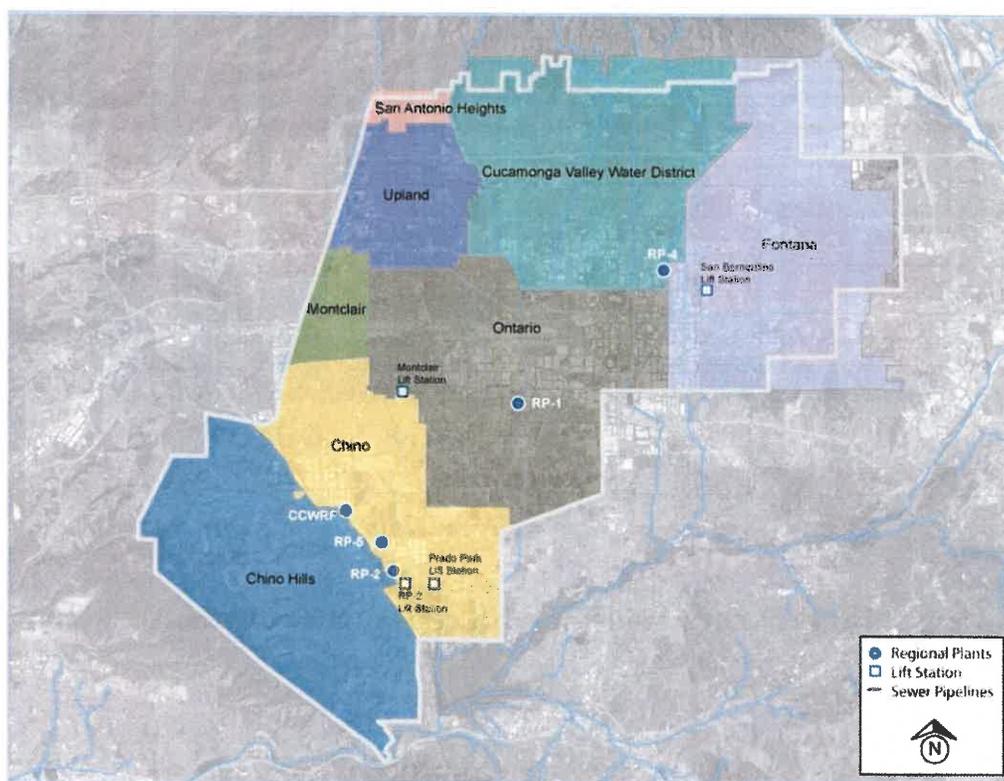


Figure 1 - IEUA Service Area

DEMANDS

During 2016/17, the average recycled water supply from IEUA’s facilities was approximately 47.7 million gallons per day (MGD), or 53,467 acre-feet per year (AFY). Recycled water groundwater recharge usage was 13,934 AFY and recycled water direct usage was 19,477 AFY. Total recycled water demands during 2016/17 were 33,411 acre-feet (AF), an increase by 2.4% from the previous fiscal year. Recycled water recharge was up 5% and direct use was up 0.4%. The recycled water delivery volumes of direct use and groundwater recharge can vary seasonally and annually based on a variety of factors (e.g. the rainfall intensity, rainfall duration, and recharge basin maintenance activities). Figure 2 shows IEUA’s historical direct use and groundwater recharge of recycled water for the past 10 years.

Recycled water demands for the combined direct use and recharge purposes were approximately 62 percent of the available supply. During the peak demand summer months (July through September), the total recycled water demand was approximately 90 percent of the available supply.

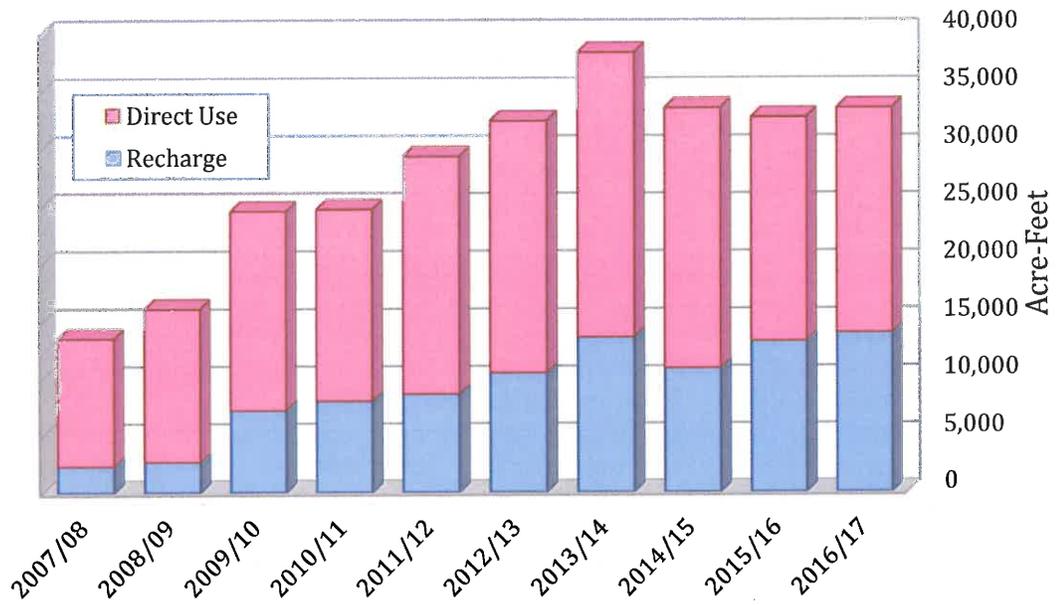


Figure 2 – Historical Recycled Water Direct Use and Groundwater Recharge

DEMANDS BY USE TYPE

Delivered recycled water was beneficially reused for a variety of applications including landscape irrigation, agricultural irrigation, industrial process water, groundwater recharge and construction. Table 1 and Figure 3 show the 2016/17 recycled water demand by use type.

Table 1 - Recycled Water Demand by Use Type for 2016/17

Type of Use	Demand (AF)	Percent of Demand
Recharge	13,934	42%
Agriculture	8,551	26%
Landscape	8,728	26%
Industrial	1,500	4%
Construction	698	2%
Total Demand	33,411	100%

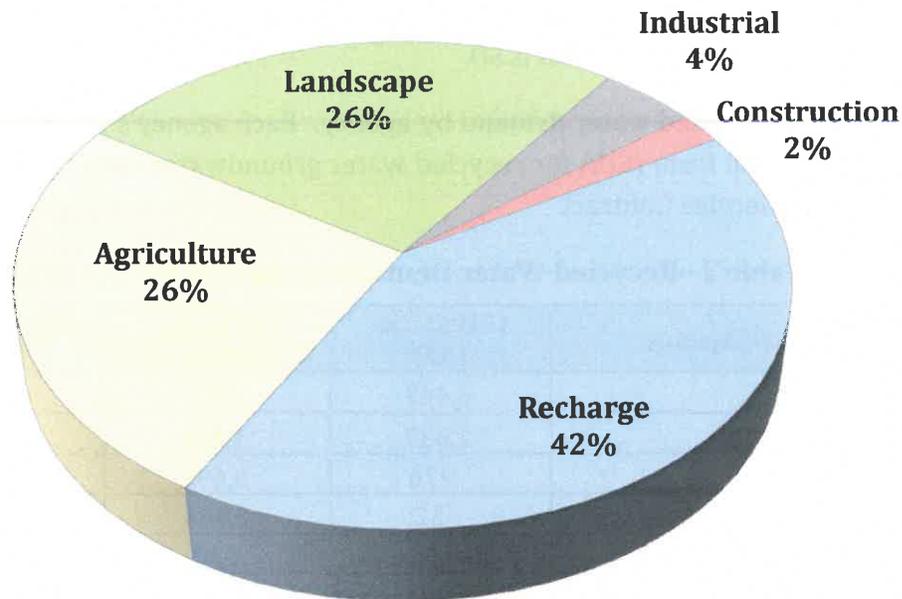


Figure 3 -Recycled Water Demand by Use Type for 2016/17

RETAIL DEMANDS

IEUA is the wholesale recycled water provider to its member agencies, which in turn are retail agencies that directly serve their customers. IEUA member agencies which served recycled water in 2016/17 include:

- City of Chino,
- City of Chino Hills,
- City of Ontario,
- Cucamonga Valley Water District (CVWD),
- Montclair (through MVWD),
- Fontana (through FWC), and
- City of Upland

Monte Vista Water District (MVWD) and Fontana Water Company (FWC) are the water retailers in the Cities of Montclair and Fontana, respectively, but are not IEUA member agencies. MVWD and FWC retail recycled water obtained from their overlying cities which are IEUA member agencies. San Bernardino County is currently a direct use customer of IEUA based on long standing historical contracts. Jurupa Community Services District (JCSD), located directly south of Fontana, is not an IEUA member agency yet will receive a recycled water groundwater recharge allocation through 2025 based on an allocation formula in a 2013 agreement between IEUA and JCSD.

Table 2 show the recycled water demand by agency. Each agency’s total includes its direct use and its allocation from IEUA for recycled water groundwater recharge based on IEUA’s Regional Sewage Service Contract.

Table 2 –Recycled Water Demand by Agency for 2016/17

Retail Agency	Direct Use (AF)	Recharge Allocation (AF)	Agency Total (AF)
Chino	6,447	0*	6,447
Chino Hills	1,837	1,321	3,159
CVWD	976	3,693	4,669
Fontana/FWC	52	2,764	2,816
Montclair/MVWD	305	638	943
Ontario	8,352	3,150	11,502
Upland	654	1,418	2,072
IEUA	588	0	588
San Bernardino County	265	0	265
JCSD	0	950	950
Subtotal	19,477	13,934	33,411

Chino exceeded Base Entitlement per Resolution 2016-6-17

CUSTOMERS DEMANDS

Appendix C lists the recycled water direct use customers of each retail agency and their demands for the fiscal year. Table 3 lists the top ten largest direct reuse customer sites for the fiscal year (excluding groundwater recharge sites). During 2016/17, one hundred and twenty-four (124) new connections were made to the recycled water system with a total new demand estimated at 1,715 AFY. Connected new demand is the anticipated annual usage based on land size and previous potable water usage history.

Table 3 -Top 10 Recycled Water Customers for 2016/17

Customer	Use (AF)	Type of Use	Retailer
GH Dairy	1,387	Agricultural	Ontario
Cleveland Farm	1,190	Agricultural	Ontario
Cleveland Farm	1,180	Agricultural	Chino
WESTSTEYN DAIRY	964	Agricultural	Chino
New Indy Ontario	901	Industrial	Upland
Whispering Lakes Golf Course	677	Landscape	Ontario
Murai Farm	660	Agricultural	Ontario
Cal Poly Pomona	656	Agricultural	Chino
Los Serranos Golf Course	429	Landscape	Chino Hills
Upland Hills Country Club	383	Landscape	Upland
Subtotal	8,427		

ECONOMIC AND ENVIRONMENTAL IMPACTS

The 33,411 AF of recycled water used during the fiscal year is the equivalent of the water supply for roughly 66,800 homes. The use of recycled water reduces the need to pump State Water Project water over the Tehachapi Mountains, an equivalent net energy demand reduction of 2,657 kilowatt-hours (kWh) per AF, and an overall reduction of approximately 79 percent in carbon dioxide emissions.

IEUA's wholesale recycled water rate to its member agencies for 2016/17 was \$410/AF for direct usage and \$470/AF for recharge. Table 4 lists the IEUA retail agencies' recycled water rates in 2016/17.

Table 4 -Retail Agency Water Rates for 2016/17

City of Chino				
Source	Usage Type	Usage (HCF)	Effective Oct. 1, 2016	
Potable Water	Flat Rate	1	\$2.64	
Recycled Water	Non-Agricultural	1	\$1.06	
	Agricultural	1	\$0.53	
City of Chino Hills				
Source	Zone	Single Family Usage (HCF)	Multi-family Usage (HCF)	Effective July 1, 2016
Potable Water	Low	Tier 1 (0-12)	Tier 1 (0-7)	\$2.51
		Tier 2 (13-30)	Tier 2 (8-20)	\$2.86
		Tier 3 (>30)	Tier 3 (>21)	\$4.00
	Intermediate	Tier 1 (0-12)	Tier 1 (0-7)	\$2.72
		Tier 2 (13-30)	Tier 2 (8-20)	\$3.07
		Tier 3 (>30)	Tier 3 (>21)	\$4.21
	High	Tier 1 (0-12)	Tier 1 (0-7)	\$3.03
		Tier 2 (13-30)	Tier 2 (8-20)	\$3.40
		Tier 3 (>30)	Tier 3 (>21)	\$4.51
Recycled Water	Low	Flat Rate		\$2.10
	Intermediate			\$2.24
	High			\$2.47
	Temporary			\$2.54
City of Ontario				
Source	Usage (HCF)	Effective March 4, 2016		
Potable Water	0-15	\$2.44		
	>15	\$2.84		
Recycled Water	Flat Rate	\$1.71		
CVWD				
Source	Stage	Usage (HCF)	Effective July 1, 2016	
Potable Water	Non-drought	Tier 1 (0-10)	\$1.60	
		Tier 2 (11-40)	\$2.13	
		Tier 3 (41-100)	\$2.66	
		Tier 4 (>100)	\$3.03	
Recycled Water		Flat Rate	\$1.68	
MVWD				
Source	Usage Type	Tier	Usage (HCF)	Effective January 1, 2017
Potable Water	Residential	Tier 1	Allocation	\$1.95
		Tier 2	Allocation	\$2.59
		Tier 3	Allocation	\$4.95
		Tier 4	Allocation	\$5.66
	Non-residential	Domestic Water	Flat Rate	\$2.39
Recycled Water	Non-residential	Recycled Water	Flat Rate	\$1.96
Fontana Water Company				
Source	Usage Type	Usage (HCF)	Effective July 1, 2017	
Potable Water	Conservation Rates	Tier 1 (0-16)	\$3.32	
		Tier 2 (>16)	\$3.82	
	General Rate	1	\$2.72	
Recycled Water		Flat Rate	\$2.62	
City of Upland				
Source	Usage Type	Usage (HCF)	Effective January 1, 2017	
Potable Water	Single Family Residential Rate	Tier 1 (0-20)	\$1.52	
		Tier 2 (21-50)	\$1.80	
		Tier 3 (>50)	\$2.46	
	Multi-Family Residential Rate	Flat Rate	\$1.87	
		Landscape:	\$2.14	
		Commercial:	\$1.78	
		Schools:	\$2.10	
	Public Agencies:	\$1.98		
Recycled Water		Flat Rate	\$1.60	

HISTORY

Early water recycling efforts in the 1970s by IEUA involved irrigation at the Whispering Lakes Golf Course adjacent to RP-1 in Ontario and at the El Prado Park and Golf Course in Chino. In the 1980s, recycled water continued to be an integral part of IEUA planning with implementation of the CCWRF and RP-4 recycling plants. These two recycling plants were sited specifically at higher elevations to reduce recycling plants water pumping costs. A backbone recycled water distribution system was installed in Chino and Chino Hills from CCWRF in 1997 and was initially operated by IEUA under Ordinance No. 63. This system was later turned over to the City of Chino and the City of Chino Hills and forms the core of the recycled water distribution network operated by these two cities.

The first major regional pipeline was constructed in 1995 and served the dual purpose of a regional recycled water distribution pipeline and an outfall allowing RP-4 effluent to be discharged with RP-1 effluent into Cucamonga Creek. The RP-4 outfall was designed as a pressurized system so that water could be pumped up from RP-1 to RP-4 as well as flow down in the opposite direction from RP-4 to RP-1 and the creek outfall.

In 1999, IEUA began groundwater recharge with recycled water at Ely Basin. The initial Ely Basin project was followed by the Chino Basin Watermaster's (CBWM) development of the Optimum Basin Management Program (OBMP) and the region's efforts (including IEUA's) to implement the OBMP. In 2000, the OBMP identified recycled water use as a critical component in drought-proofing and maintaining the region's economic growth. With imported water rates increasing and long-term supply reliability declining, the region committed to aggressively and proactively address regional impacts. The OBMP set the path for the development of a regional recycled water distribution system and a Recycled Water Implementation Plan.

The use of recycled water presented several advantages to IEUA and its member agencies: it is one of the most significant unused local water supplies; it is reliable during drought and climate change conditions; and it requires significantly less energy than imported water to deliver to customers thus reduces greenhouse gas emissions. IEUA in partnership with its member agencies and CBWM invested approximately \$625 million since 2000 to increase the availability of local water supplies through water recycling, conservation, recharge improvements, the MWD groundwater storage and recovery project, the Chino Desalter, and other water management programs.

In 2002, IEUA Board of Directors adopted Ordinance No. 75, the Mandatory Use Ordinance, to establish incentives and encourage recycled water use from the regional distributions system. Also in 2002, the CBWM, Chino Basin Water Conservation District (CBWCD), San Bernardino County Flood Control District (SBCFCD) and IEUA joined forces to greatly expand groundwater recharge capacity through the Chino Basin Facilities Improvement Program.

In 2005, IEUA was permitted by the Regional Water Quality Control Board to operate its recycled water groundwater recharge programs at five additional recharge basins (Banana, Hickory, Etiwanda Conservation Ponds, Declez, RP3, and Turner basins). In 2007, IEUA was permitted to operate its recycled water groundwater recharge program at seven more recharge sites (Brooks, 8th Street, Victoria, Lower Day, San Sevaine, Etiwanda Spreading Grounds (later reconfigured as the Etiwanda Debris Basin) and Ely Basins. The 2007 permit was amended in 2009 to modify how IEUA tracks diluent water and recycled water blending, which effectively increased IEUA's ability to recharge using recycled water.

In November 2007, IEUA and its member agencies unanimously adopted the Three Year Recycled Water Business Plan. IEUA and its member agencies committed to implementing the plan, which laid out a focused and cost-effective approach to rapidly increase the availability and use of recycled water within IEUA's service area.

Based on the series of regional decisions since 2000, over \$350 million was invested into the implementation of a robust Recycled Water Program. The region has achieved program success by leveraging heavily on grant funding and loans. With unanimous regional support, annual recycled water use grew from approximately 5,000 AF in 2004/05 to 38,251 AF in FY 2013/14. Over the past three fiscal years, recycled water demand has fallen slightly and was 33,411 AF in 2016/17 and has been primarily driven by land use conversion from agriculture to urban.

RECYCLED WATER CAPITAL PROGRAM

IEUA currently produces nearly 48 MGD of recycled water and there are several projects under way to expand the use of recycled water within the service area. Table 5 lists the 2016/17 recycled water capital projects and their locations. The projects that were in design or construction during 2016/17 are summarized in the following paragraphs.

Table 5 - Capital Project Summary for 2016/17

Projects in Design/Construction	Engineering Budget	Total Grants	Total Loans	Total Costs to Date
Baseline RWPL Extension	\$4,950,000	\$1,435,500	\$3,514,500	\$19,748
Groundwater & Recycled Water SCADA Control Upgrades	\$932,000	\$932,000	\$0	\$621,260
East Avenue 1630 E RWP Relocation	\$890,108	\$0	\$890,108	\$519,871

RW Pressure Sustaining Valve Installation	\$850,000	\$0	\$850,000	\$32,697
SBCFCD Recycle Water Easement	\$1,210,000	\$0	\$1,210,000	\$571,280
San Sevaine Basin Improvements	\$6,460,000	\$3,625,000	\$2,835,000	\$790,148
RP-5 Bottleneck	\$2,756,637	\$0	\$2,756,637	\$378,151
Subtotal	\$18,048,745	\$5,992,500	\$12,056,245	\$2,933,155

PROJECTS COMPLETED

The East Avenue 1630 E RWP Relocation relocated about 200 LF of 1630 E. Recycled Water Pipeline on East Avenue in the City of Rancho Cucamonga. Additionally, the project relocated blow off and air release valves that are located on the East Avenue sidewalk and adjusted the elevation of the monitoring well. Under this project, we re-developed the Monitoring Well at Baseline Avenue and Northbound I-15 interchange.

PROJECTS IN CONSTRUCTION

The Groundwater and Recycled Water SCADA Control Upgrades project will upgrade five obsolete programmable logic controller (PLC) hardware and software at five recharge basins that each has an inflatable rubber dam system. The project will replace the older PLCs with newer and fully supported PLCs that will extend the reliability by 10 years and provide the initial development model when transitioning other sites to newer controllers.

PROJECTS IN DESIGN

The scope of the Baseline Recycled Water Extension project consists of the design, bid and award, and construction of approximately 6,800 lf of a 24" pipeline located along Baseline Avenue between American Way and Cherry Avenue. The design services of an engineering consultant will be acquired.

The RP-5 RW Pipeline Bottleneck evaluates the existing recycled water piping bottlenecks within the RP-5 facility and upsizes the 14" pipeline system downstream of the RW pump station to a 24"-30" pipeline; confirms future demands and pipe sizes. All buried RW valves will be replaced in addition to installing new valves in strategic locations. Surge analysis to RW piping system at RP-5 revealed presence of occasional surges which will cause damage to the pipping system therefore a surge control system will be installed to mitigate any surge issues. An outside consultant will be hired by the Agency to provide necessary consulting engineering services during design and construction.

The scope of work of the RW Pressure Sustaining Valve Installation project is to install 17 pressure sustaining valves at various locations on high volume users of recycled water to maintain system pressure in the regional recycled water system.

The San Sevaine Basin Improvements project recently completed preliminary design and solicited proposals for final design and construction services. The project will construct a pump station in basin 5 and a recycled water conveyance pipeline to recharge the upper basins 1 through 3. The project is anticipating up to 4,700 acre-feet per year of new groundwater recharge yield.

SBCFCD Recycled Water Easement project will fund the easement acquisitions for the regional RW pipelines located in San Bernardino Flood Control District right of way. For recycled water pipelines, ten (10) perpetual, non-exclusive easements will be acquired after the property appraisals are approved by San Bernardino County Real Estate Services. IEUA and the County mutually agreed upon a 30% valuation of the unit cost/square foot to be determined in the appraisal reports.

FUTURE REUSE PROJECTS

IEUA and its member agencies desire to increase the use of recycled water within IEUA's boundary. By implementing the Recycled Water Program Strategy, recycled water projects will increase the development of recycled water delivery, groundwater recharge, and the reliability of potable supplies for residents and customers. Future recycled water projects will allow IEUA and its member agencies to continue to provide a reliable alternate water supply to its customers to offset the demand for imported water for non-potable uses.

IEUA submitted an application for the State Water Resources Control Board Proposition 1 grant funding for water recycling projects. The projects identified in the application were: RP-1 1158 Recycled Water Pump Station Upgrades, RP-5 Recycled Water Pipeline Bottleneck, RP-1 Parallel Outfall Pipeline, Baseline Pipeline Extension, Napa Lateral, and Recycled Water Pressure Sustaining Valve Installation. IEUA received a response from the SWRCB early 2017 indicating that no grant funding will be awarded, but would be eligible for State Revolving Fund (SRF) low-interest loans.

TREATMENT PLANTS

IEUA owns and operates five regional water recycling facilities: RP-1, RP-2, RP-4, RP-5, and CCWRF. Of the treatment plants, RP-2 does not have any liquid treatment processes, and as such does not produce any recycled water. The combined treatment capacity of the remaining four plants is approximately 85 MGD.

Regional Water Recycling Plant No. 1

RP-1 is located in the city of Ontario and has been in operation since 1948. The plant has undergone several expansions to increase the design hydraulic domestic sewage (wastewater) treatment capacity to 44 MGD. The plant serves areas of Chino, Fontana, Montclair, Ontario, Rancho Cucamonga, Upland, and solids removed from RP-4, located in Rancho Cucamonga. The plant treats an average influent wastewater flow of approximately 23 MGD. The plant is divided into two separate treatment sections: liquids and solids.

The liquid treatment section consists of preliminary screening and grit removal, primary clarification, secondary treatment by aeration basins and clarification, tertiary treatment by filtration and disinfection, and dechlorination. Wastewater liquid is treated to California Department of Public Health Title 22 Code of Regulations standards for disinfected tertiary recycled water. The solids treatment section begins with thickening the solids removed from the primary and secondary clarification processes. The thickened solids are pumped to anaerobic digestion and then to the centrifuges for dewatering. Wastewater solids are digested to a minimum Class B biosolids standard, as defined by the United States Environmental Protection Agency Code of Federal Regulations. After dewatering, the biosolids are hauled to the Inland Empire Regional Composting Facility in the City of Rancho Cucamonga for further treatment to produce Class A compost. Figure 4 illustrates the RP-1 treatment processes.

Regional Water Recycling Plant No. 1		
Plant Capacity:	44.0 MGD	
2016/17 Influent Flow:	22.1 MGD	
2016/17 RW Delivery:	15.0 MGD	
2016/17 Creek Discharge:	10.8 MGD*	
<p><i>*RP-1 and RP-4 have a combined effluent outfall; therefore, creek discharge reported for RP-1 is for both plants combined.</i></p>		

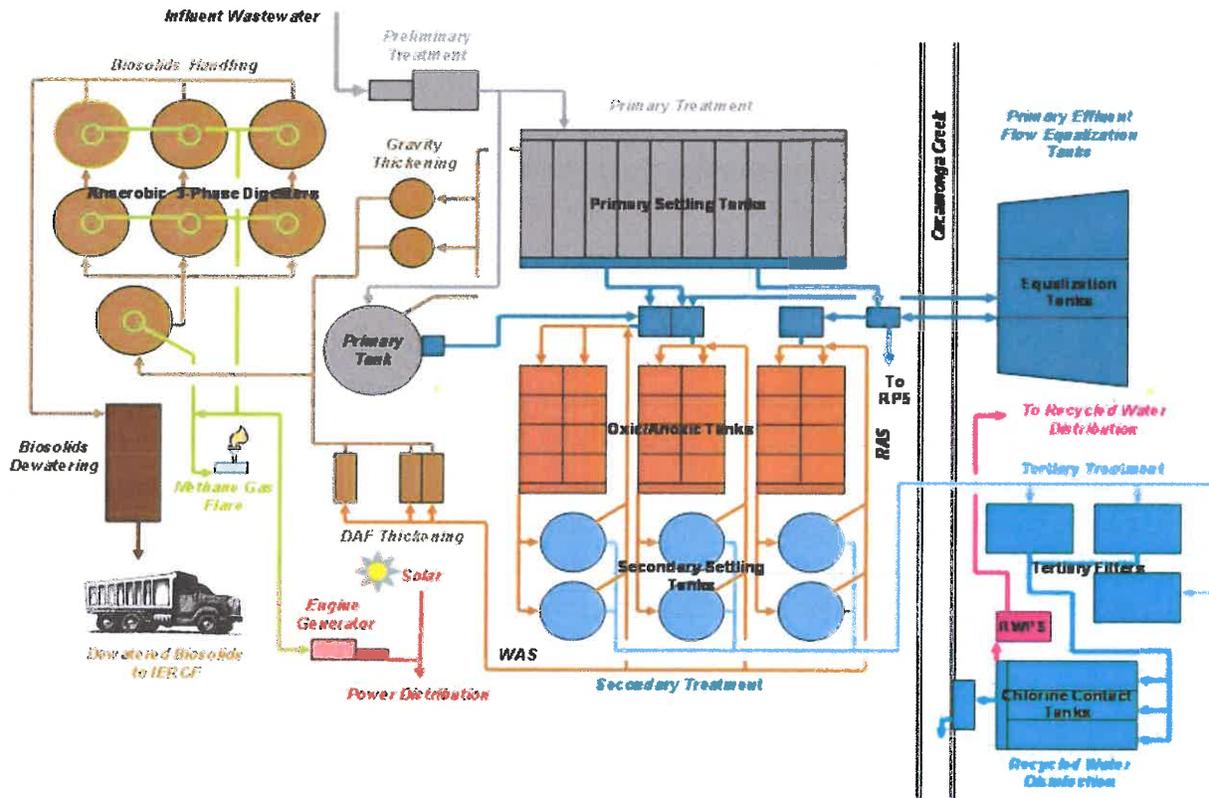


Figure 4 - RP-1 Treatment Process

Regional Water Recycling Plant No. 4

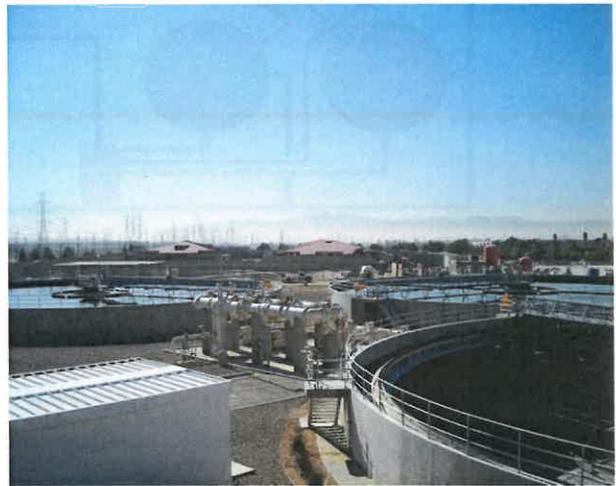
RP-4 is located in the city of Rancho Cucamonga and has been in operation since 1997. The plant has undergone an expansion to increase the design hydraulic domestic sewage (wastewater) treatment capacity to 14 MGD. The plant serves areas of Fontana, Rancho Cucamonga, and San Bernardino County. The plant treats the liquid portion of an average influent wastewater flow of approximately 10 MGD.

The liquid treatment section consists of preliminary screening and grit removal, primary clarification, secondary treatment by aeration basins and clarification, and tertiary treatment by filtration and disinfection. Wastewater liquid is treated to California Department of Public Health Title 22 Code of Regulations standards for disinfected tertiary recycled water. The solids removed from RP-4 are conveyed by gravity through the regional sewer system to the influent of RP-1 for thickening, anaerobic digestion, and dewatering. Figure 5 illustrates the RP-4 treatment process. Tertiary water from RP-1 and RP-4 that is not utilized for direct sales or groundwater recharge is discharged to Cucamonga Creek at RP-1.

Regional Water Recycling Plant No. 4

Plant Capacity:	14.0 MGD
2016/17 Influent Flow:	9.7 MGD
2016/17 RW Delivery:	8.8 MGD
2016/17 Creek Discharge:	0.0 MGD*

**RP-1 and RP-4 have a combined effluent outfall; therefore, creek discharge reported for RP-1 is for both plants combined.*



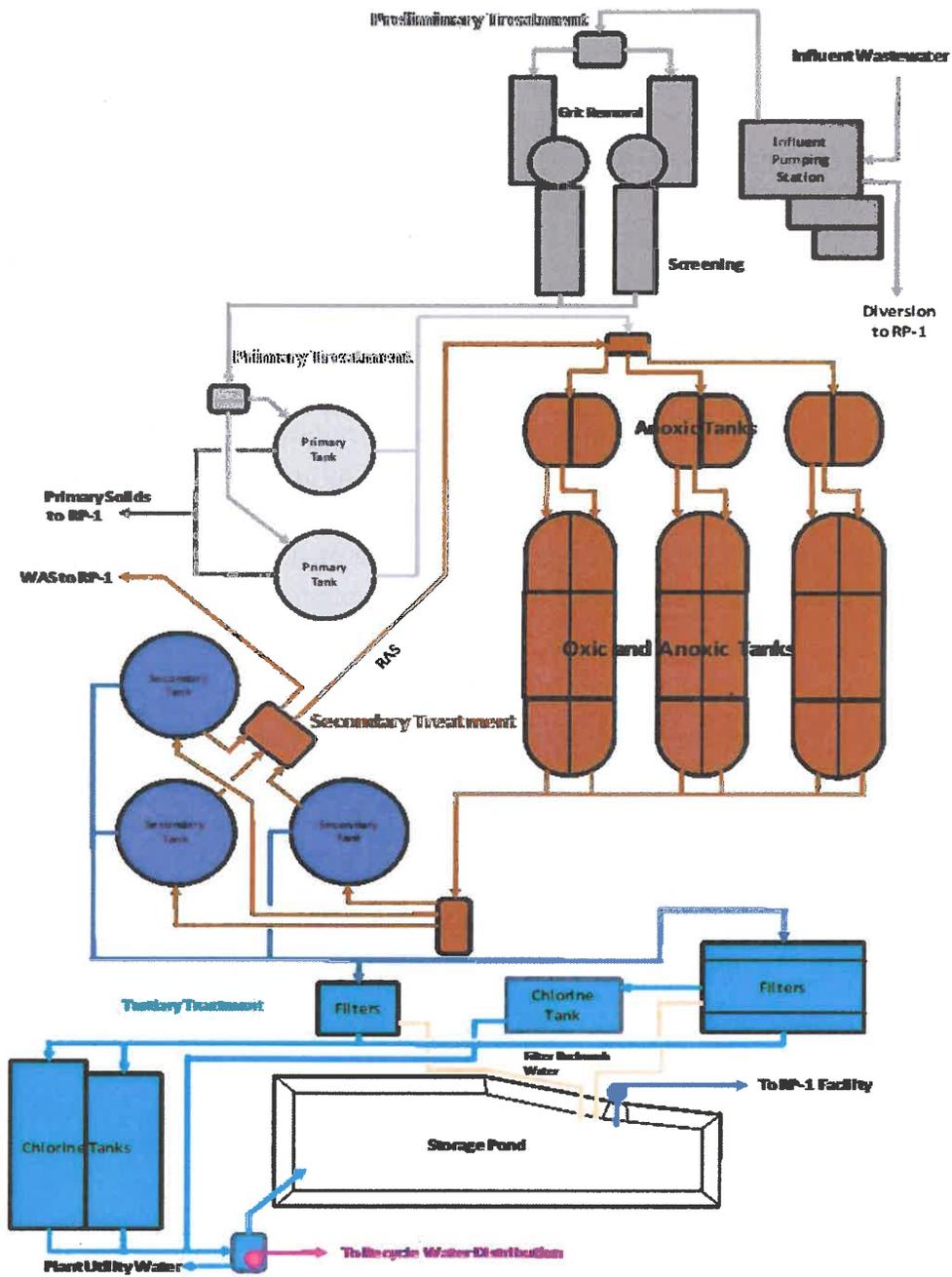


Figure 5 - RP-4 Treatment Process

Carbon Canyon Water Recycling Facility

CCWRF is located in the city of Chino and has been in operation since 1992. The design hydraulic domestic sewage (wastewater) treatment capacity was 11.4 million gallons per day until April 2014 when the facility's design capacity was re-rated based on an updated filter loading rate, which removed the tertiary filters as the bottleneck in the plant. The re-rating increased the plant capacity to 12.0 MGD. The updated capacity will be included in the 2015 NPDES permit renewal. The plant serves areas of Chino, Chino Hills, Montclair and Upland. The plant treats the liquid portion of an average influent wastewater flow of approximately 7 MGD.

The liquid treatment section consists of preliminary screening and grit removal, primary clarification, secondary treatment by aeration basins and clarification, tertiary treatment by filtration and disinfection, and dechlorination. Wastewater liquid is treated to California Department of Public Health Title 22 Code of Regulations standards for disinfected tertiary recycled water. The solids removed from CCWRF are pumped to RP-2 for thickening, anaerobic digestion, and dewatering. Figure 6 illustrates the CCWRF treatment process.

Carbon Canyon Water Recycling Facility

Plant Capacity:	12.0 MGD
2016/17 Influent Flow:	8.1 MGD
2016/17 RW Delivery:	4.2 MGD
2016/17 Creek Discharge:	3.4 MGD



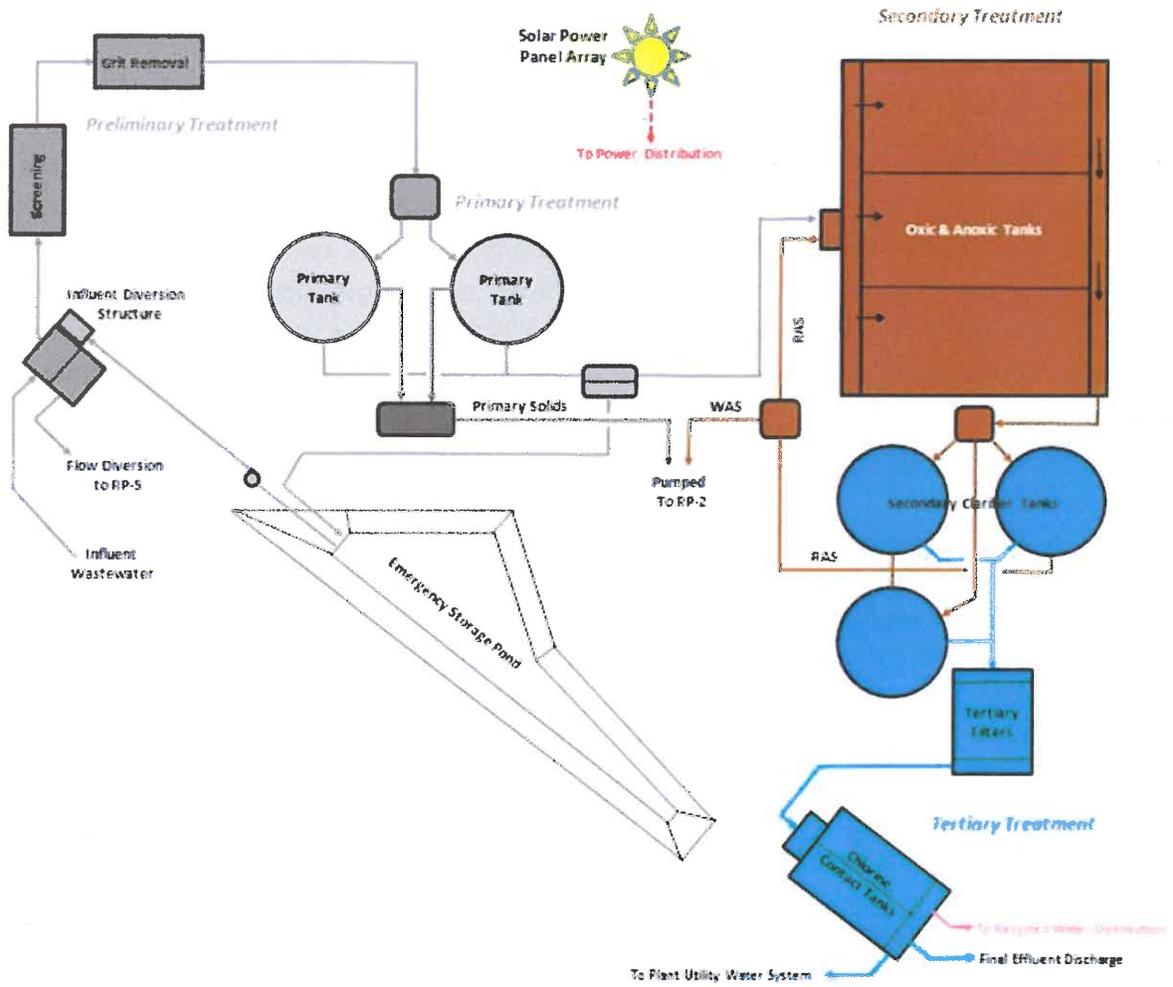


Figure 6 - CCWRF Treatment Process

Regional Water Recycling Plant No. 5

RP-5 is located in the city of Chino and has been in operation since 2004. The design hydraulic domestic sewage (wastewater) treatment capacity is 15 MGD, which includes 1.3 MGD of solids processing returned from RP-2. The plant serves areas of Chino, Chino Hills, and Ontario. The plant treats the liquid portion of an average influent wastewater flow, including RP-2 returned flow, of approximately 8 MGD.

The liquid treatment section consists of preliminary screening and grit removal, primary clarification, secondary treatment by aeration basins and clarification, tertiary treatment by filtration and disinfection, and dechlorination. Wastewater liquid is treated to California Department of Public Health Title 22 Code of Regulations standards for disinfected tertiary recycled water. The solids removed from RP-5 are pumped to RP-2 for thickening, anaerobic digestion, and dewatering. Figure 7 illustrates the RP-5 treatment process.

Regional Water Recycling Plant No. 5

Plant Capacity:	15.0 MGD
2016/17 Influent Flow:	7.8 MGD
2016/17 RW Delivery:	3.9 MGD
2016/17 Creek Discharge:	2.7 MGD



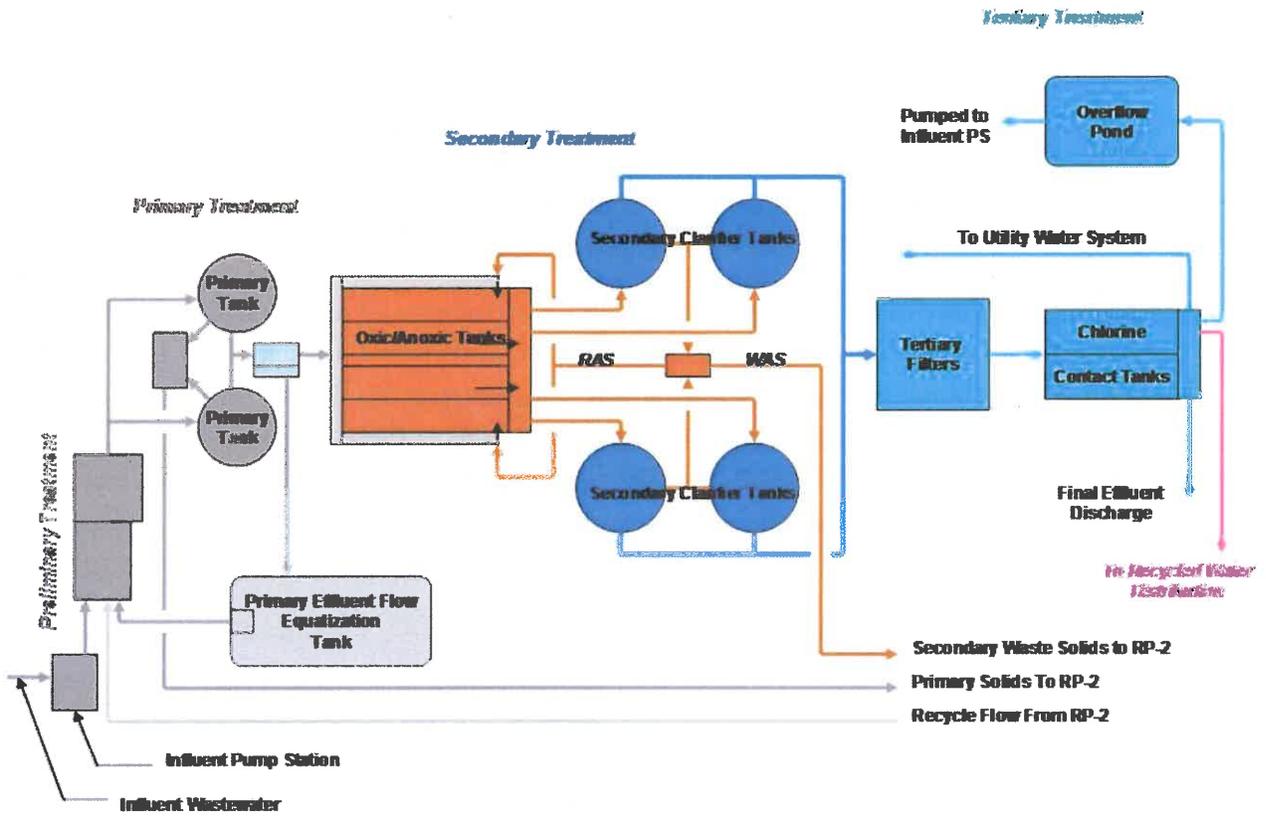


Figure 7 - RP-5 Treatment Process



Inland Empire Utilities Agency

A MUNICIPAL WATER DISTRICT

APPENDIX A

RECYCLED WATER

EFFLUENT MONITORING DATA

FOR CALENDAR YEAR 2016

Inland Empire Utilities Agency
Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

RP-1 (M-001A* & M-001B) Effluent Monitoring Data

Table No. 3a

Date	Flow			EC			pH			BOD ₅				TSS				TODC			TDS			TSM			TSS			NH ₃ -N (grab)				
	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg Dis	%	Avg	Min	Max	Avg Dis	%	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max
Limit(s)	MGD			µmhos/cm			unit			mg/L				%				mg/L			mg/L			mg/L			mg/L			mg/L				
Jan-16	1.6	0.0	1.8	800	729	856	7.1	6.6	7.5	<2	<2	<2	0.6		<2	<2	<2	0.8		5.5	4.8	6.0	512	500	524	8.9	4.9	10.6	8.8	5.7	10.6	<0.1	<0.1	<0.1
Feb-16	4.7	0.0	6.0	1,063	1,022	1,107	7.1	6.5	7.7	<2	<2	<2	0.5		<2	<2	<2	0.4		5.6	5.0	6.3	525	504	545	6.6	4.5	7.9	7.9	7.9	8.2	<0.1	<0.1	<0.1
Mar-16	3.4	3.0	7.0	1,203	1,057	1,154	7.1	6.9	7.3	<2	<2	<2	0.4		<2	<2	<2	0.4		5.4	5.1	5.6	526	520	536	6.0	3.6	7.6	6.7	5.4	8.3	<0.1	<0.1	<0.1
Apr-16	2.6	1.5	3.1	1,095	882	1,181	7.2	7.0	8.1	<2	<2	<2	0.4		<2	<2	<2	0.5		5.4	5.1	5.9	526	528	542	6.3	4.5	10.4	6.9	5.9	7.9	<0.1	<0.1	<0.1
May-16	1.1	0.8	2.0	947	869	1,118	7.2	7.0	7.9	<2	<2	<2	0.6		<2	<2	<2	0.4		5.5	5.0	6.8	548	528	570	6.0	3.1	8.3	7.6	5.9	9.0	<0.1	<0.1	<0.1
Jun-16	2.4	0.5	3.4	856	879	1,011	7.2	6.7	7.9	<2	<2	<2	0.4		<2	<2	<2	0.6		5.6	5.1	6.1	531	522	538	5.3	2.6	9.0	4.9	4.9	6.4	<0.1	<0.1	<0.1
Jul-16	1.5	0.9	2.2	1,020	916	1,085	7.4	7.0	7.7	<2	<2	3	0.6		<2	<2	<2	1.0		5.2	4.8	5.7	565	500	575	7.2	6.0	8.5	6.5	3.5	9.0	<0.1	<0.1	<0.1
Aug-16	1.4	0.9	3.0	900	707	1,078	7.3	6.8	7.5	<2	<2	<2	0.4		<2	<2	<2	0.5		5.3	4.9	5.8	543	524	550	7.4	4.9	12.8	8.0	7.4	8.9	<0.1	<0.1	<0.1
Sep-16	2.1	1.5	3.3	857	721	962	7.2	6.5	7.9	<2	<2	<2	0.5		<2	<2	<2	0.7		5.4	4.9	5.8	526	500	532	6.8	5.3	8.2	8.2	7.6	9.0	<0.1	<0.1	<0.1
Oct-16	1.4	0.0	3.7	909	618	972	7.2	7.1	7.5	<2	<2	<2	0.5		<2	<2	<2	1.0		5.3	4.7	5.8	525	514	532	6.7	3.3	10.3	7.4	6.0	8.2	<0.1	<0.1	<0.1
Nov-16	1.3	0.0	3.0	919	768	972	7.2	7.1	7.3	<2	<2	<2	0.4		<2	<2	<2	0.6		5.3	4.9	5.6	527	516	538	6.3	4.7	7.7	7.9	7.6	8.1	<0.1	<0.1	<0.1
Dec-16	2.8	1.0	4.6	895	899	972	7.1	6.9	8.1	<2	<2	<2	0.4		<2	<2	<2	0.6		5.4	4.8	6.0	528	494	542	6.2	4.4	7.7	7.0	5.9	8.7	<0.1	<0.1	<0.1
Avg	2.2	0.9	4.2	900	822	1,039	7.2	6.8	7.7	<2	<2	<2	0.5		<2	<2	<2	0.6		5.4	4.9	5.9	520	518	544	6.6	4.5	9.0	7.5	6.9	8.5	<0.1	<0.1	<0.1
Min	1.3	0.0	2.0	600	618	856	7.1	6.5	7.3	<2	<2	<2	0.4		<2	<2	<2	0.4		5.2	4.7	5.6	523	484	524	5.3	2.8	7.2	4.9	4.9	6.4	<0.1	<0.1	<0.1
Max	4.7	3.0	8.0	1,203	1,097	1,181	7.4	7.1	8.1	<2	<2	3	0.6		<2	<2	<2	1.0		5.6	5.1	6.3	543	520	578	8.9	6.0	12.8	8.8	8.9	10.6	<0.1	<0.1	<0.1

*M-001A is the compliance point for continuous monitoring parameters, TDS, and toxicity.

RP-1/RP-4 (M-002A) Effluent Monitoring Data

Table No. 3b

Date	Flow			EC			pH			BOD ₅				TSS				TODC			TDS			TSM			TSS			NH ₃ -N (grab)				
	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg Dis	%	Avg	Min	Max	Avg Dis	%	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max
Limit(s)	MGD			µmhos/cm			unit			mg/L				%				mg/L			mg/L			mg/L			mg/L			mg/L				
Jan-16	17.3	5.4	35.7	748	730	928	7.0	6.7	7.2	<2	<2	<2	0.8		<2	<2	<2	0.6		5.3	4.7	5.6	496	482	508	7.9	3.8	11.2	5.7	3.7	8.7	<0.1	<0.1	<0.1
Feb-16	6.3	0.1	23.6	830	789	877	7.0	6.8	7.1	<2	<2	<2	0.5		<2	<2	<2	0.5		5.4	4.8	5.4	499	482	512	6.3	3.6	8.6	7.6	7.6	7.6	<0.1	<0.1	<0.1
Mar-16	15.9	2.1	39.2	849	791	928	7.1	6.7	7.3	<2	<2	<2	0.5		<2	<2	<2	0.5		5.1	4.8	5.4	521	498	540	5.7	3.8	7.1	6.6	6.6	6.6	<0.1	<0.1	0.4
Apr-16	7.4	0.5	25.3	884	811	951	7.2	6.7	7.2	<2	<2	<2	0.4		<2	<2	<2	0.5		5.1	4.8	5.5	510	502	520	5.5	4.0	9.6	7.5	7.3	7.3	<0.1	<0.1	0.1
May-16	6.2	0.1	28.5	835	814	904	7.1	6.8	7.3	<2	<2	<2	0.4		<2	<2	<2	0.5		5.2	4.9	5.9	515	500	546	5.4	3.5	9.2	10.0	10.0	10.0	<0.1	<0.1	<0.1
Jun-16	0.9	0.1	5.1	884	846	926	7.1	6.8	7.5	<2	<2	<2	0.5		<2	<2	<2	0.5		5.3	4.9	5.7	553	534	569	5.0	2.7	9.0	5.9	5.9	5.9	<0.1	<0.1	<0.1
Jul-16	1.1	0.2	2.9	878	824	905	7.1	6.7	7.8	<2	<2	<2	0.6		<2	<2	<2	0.7		5.0	4.7	5.1	547	532	548	5.6	3.5	8.4	7.7	7.7	7.7	<0.1	<0.1	<0.1
Aug-16	1.0	0.1	4.9	880	830	908	7.1	6.7	7.3	<2	<2	<2	0.5		<2	<2	<2	0.6		5.1	4.8	5.6	507	492	520	6.4	3.6	9.4	7.8	7.5	7.5	<0.1	<0.1	0.1
Sep-16	3.2	0.3	6.9	851	809	887	7.0	6.8	7.2	<2	<2	<2	0.5		<2	<2	<2	0.6		5.1	4.8	5.6	517	504	529	6.5	4.5	7.9	8.2	8.2	8.2	<0.1	<0.1	<0.1
Oct-16	10.1	2.1	23.2	812	787	848	7.1	6.9	7.2	<2	<2	<2	0.5		<2	<2	<2	0.7		5.0	4.6	5.5	506	498	532	5.7	2.8	10.0	7.0	7.7	7.7	<0.1	<0.1	<0.1
Nov-16	10.2	1.4	26.0	849	789	891	7.1	6.9	7.2	<2	<2	<2	0.4		<2	<2	<2	0.6		5.1	4.7	5.7	497	490	502	5.3	3.2	7.8	6.7	6.7	6.7	<0.1	<0.1	<0.1
Dec-16	23.4	8.0	39.3	867	789	921	7.0	6.8	7.2	<2	<2	<2	0.5		<2	<2	<2	0.5		5.2	4.8	5.8	493	466	534	5.5	3.3	7.9	6.3	6.3	6.3	<0.1	<0.1	<0.1
Avg	6.4	1.7	21.3	847	801	896	7.1	6.8	7.3	<2	<2	<2	0.5		<2	<2	<2	0.6		5.2	4.8	5.6	512	498	528	6.0	3.7	8.9	7.3	7.3	7.3	<0.1	<0.1	<0.1
Min	0.9	0.1	2.0	748	730	828	7.0	6.7	7.2	<2	<2	<2	0.4		<2	<2	<2	0.5		5.0	4.6	5.4	493	466	502	5.6	2.7	7.1	6.7	6.7	6.7	<0.1	<0.1	<0.1
Max	23.4	8.0	39.3	886	840	921	7.1	6.9	7.5	<2	<2	<2	0.6		<2	<2	<2	0.7		5.4	4.9	5.9	552	539	569	7.9	5.3	11.2	10.0	10.0	10.0	<0.1	<0.1	0.4

Inland Empire Utilities Agency
 Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

RP-5 (M-003) Effluent Monitoring Data

Table No. 3c

Date	Flow			BOD ₅			pH			BOD ₅				TSS			TDC			TDS			TN			NH ₄ -N (grab)						
	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg Dis	Avg	Min	Max	Avg Dis	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max			
Limits	MGD			limbs/cm			unit			mg/L				%			mg/L			mg/L			mg/L			mg/L			mg/L			
							6.5 - 8.5			20				15			20			15									0.5			
Jan-16	3.0	3.0	3.2	1,053	889	1,137	6.9	6.8	7.1	<2	<2	<2	0.7	<2	<2	<2	0.9	4.8	4.5	5.0	530	512	546	7.2	5.2	8.1	8.2	8.2	8.2	<0.1	<0.1	<0.1
Feb-16	5.5	1.5	11.0	901	783	997	6.9	6.6	7.0	<2	<2	2	0.6	<2	<2	4	0.6	5.1	4.8	5.6	541	526	553	7.3	5.6	9.1	9.0	8.9	9.0	<0.1	<0.1	<0.1
Mar-16	3.0	1.9	4.4	1,004	859	1,143	7.0	6.7	7.1	<2	<2	<2	0.5	<2	<2	<2	0.7	4.9	4.3	5.3	541	526	554	6.9	5.4	9.5	8.1	8.1	8.1	<0.1	<0.1	0.1
Apr-16	2.8	1.4	4.3	1,030	856	1,175	6.9	6.8	7.1	<2	<2	<2	0.5	<2	<2	2	0.6	5.1	4.9	5.5	545	526	560	6.0	4.5	8.1	9.5	9.5	9.5	<0.1	<0.1	<0.1
May-16	1.8	1.3	2.2	981	662	1,126	6.9	6.6	7.1	<2	<2	2	0.5	<2	<2	<2	0.6	5.3	5.0	5.8	566	558	574	6.5	5.3	7.9	7.0	7.0	7.0	<0.1	<0.1	<0.1
Jun-16	0.4	0.0	1.8	977	867	1,104	7.2	6.8	7.8	<2	<2	<2	0.6	<2	<2	<2	0.8	5.1	4.7	5.8	568	568	588	6.8	5.1	8.7	8.5	8.5	8.5	<0.1	<0.1	<0.1
Jul-16	0.0	0.0	0.0	1,026	920	1,124	7.2	7.1	7.4	<2	<2	<2	0.7	<2	<2	2	1.1	5.2	4.8	5.6				6.2	5.0	6.8						
Aug-16	0.0	0.0	0.0	974	892	1,064	7.2	6.9	7.4	<2	<2	<2	0.6	<2	<2	<2	0.8	5.1	4.5	5.5				6.5	4.9	7.6						
Sep-16	0.0	0.0	0.0	974	897	1,126	7.2	7.0	7.4	<2	<2	<2	0.6	<2	<2	<2	1.0	4.9	4.5	5.4				6.2	5.2	7.1						
Oct-16	2.0	0.0	6.9	1,076	940	1,161	7.0	6.8	7.8	<2	<2	<2	0.5	<2	<2	1	0.8	4.8	4.4	5.4	524	526	534	5.8	3.6	7.1	7.1	7.1	7.1	<0.1	<0.1	<0.1
Nov-16	3.7	1.0	6.8	974	876	1,049	6.9	6.7	7.1	<2	<2	3	0.4	<2	<2	<2	0.6	4.8	3.6	5.4	522	522	542	6.4	4.5	7.8	6.9	6.9	6.9	<0.1	<0.1	<0.1
Dec-16	4.1	2.3	7.7	896	839	1,134	6.9	6.7	7.1	<2	<2	<2	0.3	<2	<2	3	0.5	5.3	4.9	5.7	508	498	538	6.0	4.7	8.8	6.4	6.4	6.4	<0.1	<0.1	<0.1
Avg	2.7	3.2	4.9	894	894	1,111	7.0	6.8	7.2	<2	<2	<2	0.5	<2	<2	<2	0.8	5.0	4.6	5.5	540	528	552	6.5	5.0	8.1	8.0	8.0	8.0	<0.1	<0.1	<0.1
Min	0.0	0.0	0.0	861	662	992	6.9	6.6	7.0	<2	<2	<2	0.3	<2	<2	<2	0.5	4.8	3.6	5.0	508	498	534	5.8	3.6	6.8	6.4	6.4	6.4	<0.1	<0.1	<0.1
Max	6.6	3.8	12.2	1,057	940	1,175	7.2	7.1	7.4	<2	<2	2	0.7	<2	<2	4	1.2	5.3	5.0	5.8	568	568	574	7.3	5.6	9.5	9.9	9.9	9.9	<0.1	<0.1	0.1

*Lab CC data used

CCWRF (M-004) Effluent Monitoring Data

Table No. 3d

Date	Flow			BOD ₅			pH			BOD ₅				TSS			TDC			TDS			TN			NH ₄ -N (grab)						
	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg Dis	Avg	Min	Max	Avg Dis	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max	Avg	Min	Max			
Limits	MGD			limbs/cm			unit			mg/L				%			mg/L			mg/L			mg/L			mg/L			mg/L			
							6.5 - 8.5			20				15			20			15									0.5			
Jan-16	6.0	2.6	8.1	925	872	963	7.1	6.8	7.9	<2	<2	<2	0.6	<2	<2	3	0.7	5.5	5.0	6.4	554	524	582	5.2	3.7	6.1	7.0	7.0	7.0	<0.1	<0.1	<0.1
Feb-16	3.1	1.5	6.8	932	904	1,024	7.0	6.7	7.2	<2	<2	<2	0.6	<2	<2	9	1.1	6.4	5.4	7.2	546	536	556	5.2	3.5	6.9	5.9	5.9	5.9	<0.1	<0.1	<0.1
Mar-16	4.0	1.9	6.8	958	931	992	7.0	6.7	7.2	<2	<2	2	0.5	<2	<2	8	1.1	6.7	5.8	7.7	559	546	578	5.7	4.8	7.0	7.3	7.3	7.3	<0.1	<0.1	<0.1
Apr-16	4.2	1.9	7.6	989	959	1,071	7.0	6.8	7.9	<2	<2	<2	0.4	<2	<2	3	0.5	6.6	6.0	7.1	584	556	604	5.8	3.5	7.4	5.9	5.9	5.9	<0.1	<0.1	<0.1
May-16	2.7	1.0	4.6	961	871	1,046	7.0	6.7	7.2	<2	<2	<2	0.4	<2	<2	3	0.6	6.6	4.4	7.2	585	582	620	5.0	4.3	7.0	7.3	7.3	7.3	<0.1	<0.1	<0.1
Jun-16	1.8	0.8	3.8	1,056	1,022	1,089	7.0	6.7	8.3	<2	<2	2	0.5	<2	<2	4	0.8	7.1	6.4	8.2	612	608	638	5.2	4.0	6.9	5.9	5.9	5.9	<0.1	<0.1	<0.1
Jul-16	1.4	0.7	2.4	1,051	1,005	1,080	6.9	6.7	7.2	<2	<2	<2	0.4	<2	<2	5	0.6	6.3	5.7	6.7	618	612	626	4.8	3.9	6.7	5.8	5.8	5.8	<0.1	<0.1	<0.1
Aug-16	1.1	0.6	3.4	996	941	1,079	6.9	6.6	7.1	<2	<2	<2	0.5	<2	<2	1	0.5	6.6	6.2	7.1	585	582	600	5.2	3.8	7.3	6.7	6.7	6.7	<0.1	<0.1	<0.1
Sep-16	1.1	0.9	3.2	941	905	972	6.9	6.7	7.2	<2	<2	<2	0.5	<2	<2	2	0.5	5.8	5.4	6.3	622	618	626	6.1	5.6	7.0	6.3	6.3	6.3	<0.1	<0.1	<0.1
Oct-16	1.8	0.0	7.5	963	909	1,017	7.1	6.7	7.4	<2	<2	3	0.5	<2	<2	3	0.6	7.3	5.3	10.9	548	538	564	5.9	4.5	7.5	7.5	7.5	7.5	<0.1	<0.1	<0.1
Nov-16	4.3	0.0	7.9	983	925	1,055	7.0	6.7	7.4	<2	<2	<2	0.3	<2	<2	<2	0.5	5.2	4.5	5.8	555	548	562	4.9	4.0	6.7	6.8	6.8	6.8	<0.1	<0.1	<0.1
Dec-16	5.8	0.0	9.2	950	906	994	6.9	6.7	7.9	<2	<2	<2	0.4	<2	<2	7	0.7	5.2	4.8	5.6	525	528	544	6.2	4.6	6.6	7.3	7.3	7.3	<0.1	<0.1	<0.1
Avg	3.4	3.0	6.0	977	908	1,026	7.0	6.7	7.3	<2	<2	<2	0.5	<2	<2	4	0.7	6.3	5.4	7.2	564	549	582	5.5	4.2	7.2	6.9	6.9	6.9	<0.1	<0.1	<0.1
Min	1.0	0.0	2.2	925	871	963	6.9	6.0	7.1	<2	<2	<2	0.3	<2	<2	<2	0.5	5.2	4.4	5.6	522	506	526	4.8	3.5	6.1	5.8	5.8	5.8	<0.1	<0.1	<0.1
Max	6.0	2.6	9.2	1,058	1,022	1,089	7.1	6.8	8.3	<2	<2	3	0.6	<2	<2	9	1.1	7.3	6.4	10.9	618	612	636	6.2	5.6	9.6	8.3	8.3	8.3	<0.1	<0.1	<0.1

Inland Empire Utilities Agency
Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

RP-1 (M-001A & M-001B) & RP-2/RP-4 (M-002A) Effluent Monitoring and Coliform Data

Table No. 5a

Date	001 Turbidity		002 Turbidity		001 Temp		002 Temp		001 Daily Coliform		001 7-day Median		002 Daily Coliform*		002 7-day Median		001 FLR	001 DT	001 CT	002 FLR	002 DT	002 CT				
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Max	Min	Min	Max	Min	Min				
	NTU		NTU		°C		°C		MPN / 100 ml												gpm/ft ²	min	mg-min/L	gpm/ft ²	min	mg-min/L
Jan-16	0.7	0.9	0.7	1.0	20.9	23.1	22.6	23.2	<2	4	<2	<2	<2	4	<2	<2	4	156	699	4	137	539				
Feb-16	0.6	0.8	0.5	0.8	23.7	24.6	23.3	24.5	<2	2	<2	<2	<2	2	<2	<2	4	131	516	4	131	534				
Mar-16	0.5	0.6	0.5	1.7	24.5	25.2	24.2	24.9	<2	2	<2	<2	<2	2	<2	<2	4	147	551	4	126	500				
Apr-16	0.5	0.6	0.4	0.6	25.6	26.3	25.3	25.9	<2	4	<2	<2	<2	4	<2	<2	4	154	672	4	116	507				
May-16	0.5	0.6	0.4	0.5	26.2	26.7	25.9	26.5	<2	2	<2	<2	<2	2	<2	<2	4	163	624	4	118	559				
Jun-16	0.6	0.8	0.4	0.5	26.1	26.5	26.0	26.2	<2	4	<2	<2	<2	4	<2	<2	4	153	611	4	121	604				
Jul-16	0.5	0.6	0.4	1.8	29.6	30.4	29.6	30.6	<2	2	<2	<2	<2	2	<2	<2	4	130	626	4	121	520				
Aug-16	0.6	0.8	0.5	0.7	30.1	30.5	30.3	30.7	<2	2	<2	<2	<2	2	<2	<2	4	145	590	4	119	460				
Sep-16	0.6	1.0	0.5	0.7	29.3	30.3	29.5	30.7	<2	2	<2	<2	<2	2	<2	<2	4	147	721	4	112	620				
Oct-16	0.6	0.9	0.5	0.8	27.9	29.3	27.9	29.2	<2	<2	<2	<2	<2	<2	<2	<2	4	142	620	4	107	488				
Nov-16	0.6	0.7	0.5	0.6	25.2	26.4	26.1	27.3	<2	4	<2	<2	<2	4	<2	<2	4	151	711	4	122	626				
Dec-16	0.5	0.6	0.4	0.8	23.5	24.3	23.5	24.2	<2	10	<1	<2	<2	10	<1	<2	4	133	605	4	116	603				
Avg	0.6	0.7	0.5	0.9	26.2	27.3	26.1	27.2	<2	3	<2	<2	<2	3	<2	<2	4	148	636	4	121	561				
Min	0.5	0.6	0.4	0.5	20.9	23.1	20.5	23.2	<2	<2	<1	<2	<2	<2	<1	<2	4	130	516	4	107	460				
Max	0.7	1.0	0.7	1.8	30.1	30.5	30.3	30.7	<2	10	<2	<2	<2	10	<2	<2	4	163	721	4	137	628				

Requirements for disinfected tertiary-treated recycled water Title 22 Compliance: Min: 450 mg/L-min CT & 90 min DT
*Beginning August 2009, 002 effluent coliform compliance point at M-001B (splitter box).

RP-5 (M-003) & CCWRF (M-004) Effluent Monitoring and Coliform Data

Table No. 5b

Date	003 Turbidity		004 Turbidity		003 Temp		004 Temp		003 Daily Coliform		003 7-day Median		004 Daily Coliform		004 7-day Median		003 FLR	003 DT	003 CT	004 FLR	004 DT	004 CT				
	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Avg	Max	Max	Min	Min	Max	Min	Min				
	NTU		NTU		°C		°C		MPN / 100 mL												gpm/ft ²	min	mg-min/L	gpm/ft ²	min	mg-min/L
Jan-16	0.9	1.3	0.6	1.0	21.4	22.0	21.3	22.3	<2	2	<2	<2	<2	2	<2	<2	4	145	616	1	167	590				
Feb-16	0.9	1.2	0.5	0.7	22.0	23.0	22.0	23.2	<2	<2	<2	<2	<2	2	<2	<2	4	152	555	2	140	533				
Mar-16	0.8	1.2	0.7	0.9	22.7	23.7	22.8	24.7	<2	<2	<2	<2	<2	2	<2	<2	4	166	510	2	134	565				
Apr-16	1.0	1.3	0.7	1.0	24.1	25.0	25.2	26.3	<2	<2	<2	<2	<2	2	<2	<2	4	169	513	2	117	498				
May-16	1.1	1.5	0.7	1.0	24.9	25.7	24.8	26.1	<2	2	<2	<2	<2	2	<2	<2	4	183	507	2	146	550				
Jun-16	0.9	1.2	0.7	0.9	27.0	27.0	27.0	29.3	<2	<2	<2	<2	<2	2	<2	<2	3	184	526	2	140	517				
Jul-16	0.9	1.0	0.7	0.9			28.4	30.1	<2	<2	<2	<2	<2	2	<2	<2	3	196	696	2	145	647				
Aug-16	1.1	1.4	0.8	1.1			24.6	26.6	<2	4	<2	<2	<2	2	<2	<2	3	191	659	1	136	506				
Sep-16	0.9	1.1	0.7	0.6			26.5	27.6	<2	2	<2	<2	<2	<2	<2	<2	3	191	640	2	130	490				
Oct-16	0.8	1.0	0.9	1.4	24.2	24.7	24.1	26.4	<2	2	<2	<2	<2	2	<2	<2	3	153	642	2	143	496				
Nov-16	0.6	0.8	0.7	0.8	26.0	26.8	26.2	26.0	<2	2	<2	<2	<2	<2	<2	<2	3	112	526	2	135	505				
Dec-16	0.7	0.9	0.7	0.8	22.9	24.6	22.0	24.6	<4	68	<1	<2	<1	2	<1	<2	3	159	493	2	145	523				
Avg	0.9	1.3	0.7	0.9	25.9	24.7	24.6	26.3	<2	3	<2	<2	<2	2	<2	<2	3	168	563	2	142	535				
Min	0.6	0.8	0.5	0.7	21.4	22.0	21.3	22.3	<2	<2	<1	<2	<1	<2	<1	<2	3	112	493	1	117	490				
Max	1.1	1.5	0.9	1.4	27.0	27.0	28.4	30.1	<4	68	<2	<2	<2	2	<2	<2	4	196	696	2	147	647				

Requirements for disinfected tertiary-treated recycled water Title 22 Compliance: Min: 450 mg/L-min CT & 90 min DT

Inland Empire Utilities Agency
Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

RP-1 (M-001A) & RP-1/RP-4 (M-002A) Effluent and Receiving Water (R-002U & R-002D) Data

Table No. 6a

Date	M-001A Cl ₂ Residual*		M-002A Cl ₂ Residual*		Upstream Cucamonga Creek (R-002U)								Downstream Cucamonga Creek (R-002D)									
	mg/L		mg/L		DO		Temp		pH		TDS	TIN	Total Hardness	TSS	DO		Temp		pH		Total Hardness	TSS
	Avg	Max	Avg	Max	Avg	Min	Avg	Max	Min	Max	Avg	Avg	Avg	Avg	Avg	Min	Avg	Max	Min	Max	Avg	Avg
Jan-16	0.0	0.0	0.0	0.0	14.5	13.1	9.0	13.7	9.0	9.7	558	2.4	92	<4	9.0	8.2	20.0	21.5	7.0	8.3	258	<4
Feb-16	0.0	0.0	0.0	0.0	12.7	11.8	11.2	12.9	9.0	9.3	302	1.2			8.5	8.5	20.1	21.3	7.9	8.3		
Mar-16	0.0	0.0	0.0	0.0	15.8	11.5	11.7	14.7	8.8	10.0	254	<0.2			8.9	7.9	21.7	23.3	7.7	8.2		
Apr-16	0.0	0.0	0.0	0.0	12.3	11.3	14.7	17.2	9.1	9.3	484	0.5	185	7	9.1	8.4	21.5	23.1	7.8	8.7	155	1
May-16	0.0	0.0	0.0	0.0	12.2	10.0	18.6	23.2	9.0	10.1	348	0.1			10.9	9.1	21.5	23.7	8.0	9.0		
Jun-16	0.0	0.0	0.0	0.0	10.5	8.8	20.1	22.1	9.5	9.6	396	0.3			8.6	8.7	22.9	24.0	8.4	8.7		
Jul-16	0.0	0.0	0.0	0.0	10.0	9.3	20.3	24.7	9.0	9.5	458	0.9	188	6	8.6	7.9	20.8	25.0	7.8	9.0	164	2
Aug-16	0.0	0.0	0.0	0.0	10.3	10.0	20.5	21.5	9.5	9.7	568	0.2			8.8	8.1	23.1	24.6	8.6	8.9		
Sep-16	0.0	0.0	0.0	0.0	10.5	9.6	19.8	22.0	9.1	10.2	295	0.3			9.8	7.5	23.6	25.1	8.0	9.0		
Oct-16	0.0	0.0	0.0	0.0	10.3	9.8	17.6	20.0	8.7	10.1	382	1.8	135	5	8.8	8.1	21.9	26.6	8.1	8.8	162	3
Nov-16	0.0	0.0	0.0	0.0	10.8	9.7	11.7	19.5	9.4	9.8	320	2.0			8.2	7.9	21.8	23.4	8.0	8.4		
Dec-16	0.0	0.0	0.0	0.0	11.5	11.1	13.1	14.5	8.7	9.6	346	0.8			8.6	8.2	21.3	22.7	7.6	8.2		
Avg	0.0	0.0	0.0	0.0	11.6	10.5	15.7	18.3	9.1	9.7	375	0.8	158	6	9.2	8.1	22.1	23.7	8.0	8.6	150	3
Min	0.0	0.0	0.0	0.0	10.0	8.3	9.2	12.3	8.7	8.8	100	0.1	92	<4	8.2	6.7	20.0	20.2	7.6	8.2	105	1
Max	0.0	0.0	0.0	0.0	14.5	13.1	20.5	24.7	9.5	10.2	558	2.4	185	7	10.9	9.1	23.9	26.6	8.6	9.0	164	<4

RP-5 (M-003) & CCWRF (M-004) Effluent and Receiving Water (R-003U, R-003D, & R-004U) Data

Table No. 6b

Date	M-003 Cl ₂ Residual*		M-004 Cl ₂ Residual*		Upstream Chino Creek (R-003U)								Downstream Chino Creek (R-003D)								Upstream Elmore Creek (R-004U)											
	mg/L		mg/L		DO		Temp		pH		TDS	TIN	Total Hardness	TSS	DO		Temp		pH		Total Hardness	TSS	DO		Temp		pH		TDS	TIN	Total Hardness	TSS
	Avg	Max	Avg	Max	Avg	Min	Avg	Max	Min	Max	Avg	Avg	Avg	Avg	Avg	Min	Avg	Max	Min	Max	Avg	Avg	Avg	Avg	Min	Avg	Max	Min	Max	Avg	Avg	
Jan-16	0.0	0.0	0.0	0.0	10.5	7.9	19.8	20.3	6.9	7.3	822	2.6	205	<4	7.8	7.0	19.1	21.2	6.8	7.2	325	29	13.1	12.9	13.3	16.1	5.6	6.6	528	4.5	186	
Feb-16	0.0	0.0	0.0	0.0	16.1	9.5	19.4	24.0	7.3	8.3	554	8.5			7.2	6.8	19.5	21.6	6.8	7.2			12.0	10.2	11.7	15.9	7.2	13.7	408	2.8		
Mar-16	0.0	0.0	0.0	0.0	10.6	8.4	23.1	25.4	7.4	7.9	590	7.1			6.5	6.0	19.5	21.8	6.7	7.4			11.9	10.8	10.5	14.2	7.4	10.3	81.0	2.1		
Apr-16	0.0	0.0	0.0	0.0	10.1	8.5	24.2	25.5	6.8	7.7	516	5.6	184	2	6.8	6.6	21.5	22.6	6.8	7.5	309	6	12.5	10.8	13.6	16.6	7.1	9.7	720	1.6	373	6
May-16	0.0	0.0	0.0	0.0	11.6	8.8	23.4	27.7	7.3	8.0	388	6.1			7.0	6.2	22.5	24.8	7.0	7.2			12.2	9.7	11.2	10.6	8.2	8.8	864	0.2		
Jun-16	0.0	0.0	0.0	0.0	13.7	7.2	28.2	31.7	7.9	12.2	624	5.3			7.0	7.0	23.9	25.9	7.9	7.9			13.5	11.0	17.0	32.7	8.6	10.5	944	0.5		
Jul-16	0.0	0.0	0.0	0.0	10.5	7.6	25.6	31.5	8.3	9.3	444	2.3	141	7									11.2	8.7	16.0	35.0	8.9	9.4	647	0.2	125	11
Aug-16	0.0	0.0	0.0	0.0	9.5	8.4	22.8	27.0	8.2	9.3	410	1.6										9.7	8.2	22.5	27.2	8.4	9.2		0.1			
Sep-16	0.0	0.0	0.0	0.0	12.2	7.3	27.1	29.5	7.5	9.0	522	6.4										11.9	10.1	11.6	18.6	8.6	10.1	874	0.2			
Oct-16	0.0	0.0	0.0	0.0	9.9	8.5	24.0	26.4	7.6	8.8	552	6.0	131	45	6.7	6.6	24.2	24.7	6.9	7.2	202	5	12.0	9.5	19.9	25.9	7.7	10.3	930	0.5	477	15
Nov-16	0.0	0.0	0.0	0.0	11.0	9.5	24.3	26.3	7.1	8.8	585	3.3			7.0	7.0	22.7	24.8	7.1	7.4			12.4	12.2	12.7	16.9	8.4	9.7	828	0.2		
Dec-16	0.0	0.0	0.0	0.0	8.7	7.1	21.1	22.1	7.8	8.0	570	5.8			7.5	7.4	18.8	20.9	7.2	7.8			12.6	11.7	11.8	17.7	8.7	9.1	904	1.8		
Avg	0.0	0.0	0.0	0.0	11.2	8.1	23.4	26.5	7.5	8.8	505	5.1	369	15	7.0	6.7	21.5	22.8	7.0	7.4	245	13	13.8	10.6	11.4	16.5	7.9	8.9	743	1.2	290	11
Min	0.0	0.0	0.0	0.0	8.7	6.5	16.4	19.5	6.9	7.3	302	1.6	131	2	6.5	6.0	18.9	19.9	6.6	7.2	100	5	9.7	8.2	11.8	16.1	5.6	6.6	342	0.1	135	6
Max	0.0	0.0	0.0	0.0	16.1	9.5	28.2	31.7	8.3	13.2	634	8.9	205	45	7.6	7.4	24.2	24.8	7.9	7.9	309	39	13.1	12.9	17.0	32.7	8.9	13.7	944	4.5	877	15

* A chlorine residual of 0.0 mg/L signifies a positive sodium bleach residual and a negative chlorine residual.

Inland Empire Utilities Agency
 Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

RP-1 (REC-001) & RP-4 (REC-002) Recycled Water Data

Table No. 7a

Date	REC-001											REC-002										
	Flow	pH	Turbidity	CT	Daily Coliform		7-day Median		BOD	TSS	TDS	Flow	pH	Turbidity	CT	Daily Coliform		7-day Median		BOD	TSS	TDS
	Avg	Avg	Avg	Min	Avg	Max	Avg	Max	Avg	Avg	Avg	Avg	Avg	Avg	Min	Avg	Max	Avg	Max	Avg	Avg	Avg
	mgd	unit	NTU	mg-min/L	MPN / 100 mL				mg/L			mgd	unit	NTU	mg-min/L	MPN / 100 mL				mg/L		
Jan-16	9.9	7.1	0.7	699	<2	4	<2	<2	<2	<2	482	4.5	7.1	0.3	807	<2	<2	<2	<2	<2	<2	457
Feb-16	16.1	7.1	0.6	516	<2	2	<2	<2	<2	<2	471	8.1	7.1	0.6	983	<2	2	<2	<2	<2	<2	466
Mar-16	10.2	7.1	0.5	551	<2	2	<2	<2	<2	<2	498	7.5	7.1	0.4	891	<2	<2	<2	<2	<2	<2	500
Apr-16	10.1	7.2	0.5	672	<2	4	<2	<2	<2	<2	493	7.6	7.1	0.4	984	<2	2	<2	<2	<2	<2	492
May-16	18.2	7.2	0.5	624	<2	2	<2	<2	<2	<2	495	9.3	7.1	0.4	907	<2	2	<2	<2	<2	<2	480
Jun-16	21.4	7.2	0.6	611	<2	4	<2	<2	<2	<2	514	9.7	7.2	0.4	938	<2	<2	<2	<2	<2	<2	458
Jul-16	20.6	7.4	0.5	626	<2	2	<2	<2	<2	<2	499	9.4	7.2	0.4	983	<2	2	<2	<2	<2	<2	462
Aug-16	22.6	7.3	0.6	590	<2	2	<2	<2	<2	<2	500	9.6	7.1	0.3	971	<2	<2	<2	<2	<2	<2	451
Sep-16	22.4	7.2	0.6	721	<2	2	<2	<2	<2	<2	497	7.7	7.1	0.3	919	<2	<2	<2	<2	<2	<2	434
Oct-16	15.7	7.2	0.6	620	<2	<2	<2	<2	<2	<2	488	9.0	7.1	0.4	984	<2	<2	<2	<2	<2	<2	435
Nov-16	13.9	7.2	0.6	711	<2	4	<2	<2	<2	<2	471	9.0	7.1	0.4	984	<2	2	<2	<2	<2	<2	435
Dec-16	3.6	7.1	0.5	685	<2	10	<1	<2	<2	<2	485	7.8	6.9	0.4	858	<1	<2	<1	<2	<2	<2	473
Avg	16.1	7.2	0.6	628	<2	3	<2	<2	<2	<2	491	8.3	7.1	0.4	906	<2	<2	<2	<2	<2	<2	462
Min	3.6	7.1	0.5	516	<2	<2	<1	<2	<2	<2	471	4.5	6.9	0.3	807	<1	<2	<1	<2	<2	<2	434
Max	22.6	7.4	0.7	711	<2	10	<2	<2	<2	<2	514	9.7	7.2	0.4	984	<2	2	<2	<2	<2	<2	500

RP-5 (REC-003) & CCWRF (REC-004) Recycled Water Data

Table No. 7b

Date	REC-003											REC-004										
	Flow	pH	Turbidity	CT	Daily Coliform		7-day Median		BOD	TSS	TDS	Flow	pH	Turbidity	CT	Daily Coliform		7-day Median		BOD	TSS	TDS
	Avg	Avg	Avg	Min	Avg	Max	Avg	Max	Avg	Avg	Avg	Avg	Avg	Avg	Min	Avg	Max	Avg	Max	Avg	Avg	Avg
	mgd	unit	NTU	mg-min/L	MPN / 100 mL				mg/L			mgd	unit	NTU	mg-min/L	MPN / 100 mL				mg/L		
Jan-16	0.2	6.9	0.9	616	<2	2	<2	<2	<2	<2	531	0.6	7.1	0.6	598	<2	2	<2	<2	<2	<2	548
Feb-16	0.4	6.9	0.9	555	<2	<2	<2	<2	<2	<2	513	1.8	7.0	0.5	533	<2	2	<2	<2	<2	<2	547
Mar-16	1.7	7.0	0.8	510	<2	<2	<2	<2	<2	<2	518	7.5	7.0	0.7	561	<2	2	<2	<2	<2	<2	577
Apr-16	5.0	6.9	1.0	518	<2	<2	<2	<2	<2	<2	527	2.0	7.0	0.7	498	<2	2	<2	<2	<2	<2	568
May-16	4.4	6.9	1.1	507	<2	2	<2	<2	<2	<2	544	1.9	7.0	0.7	520	<2	2	<2	<2	<2	<2	570
Jun-16	4.5	7.2	0.9	526	<2	<2	<2	<2	<2	<2	520	5.2	7.0	0.7	517	<2	2	<2	<2	<2	<2	609
Jul-16	5.8	7.2	0.9	696	<2	<2	<2	<2	<2	<2	543	5.9	6.9	0.7	647	<2	2	<2	<2	<2	<2	581
Aug-16	6.1	7.2	1.1	655	<2	4	<2	<2	<2	<2	520	6.1	6.9	0.8	506	<2	2	<2	<2	<2	<2	553
Sep-16	5.4	7.2	0.9	640	<2	2	<2	<2	<2	<2	502	5.8	6.9	0.7	480	<2	<2	<2	<2	<2	<2	510
Oct-16	4.0	7.0	0.8	642	<2	2	<2	<2	<2	<2	506	4.7	7.1	0.9	495	<2	2	<2	<2	<2	<2	519
Nov-16	2.8	6.9	0.6	526	<2	2	<2	<2	<2	<2	502	3.4	7.0	0.7	505	<2	<2	<2	<2	<2	<2	521
Dec-16	1.4	6.9	0.7	498	<2	6	<1	<2	<2	<2	483	2.2	6.9	0.7	523	<1	2	<1	<2	<2	<2	508
Avg	5.3	7.0	0.9	568	<2	3	<2	<2	<2	<2	517	3.7	7.0	0.7	540	<2	2	<2	<2	<2	<2	551
Min	0.2	6.9	0.6	498	<2	<2	<1	<2	<2	<2	483	0.6	6.9	0.5	480	<1	<2	<1	<2	<2	<2	508
Max	6.1	7.2	1.1	696	<2	6	<2	<2	<2	<2	544	6.1	7.1	0.9	647	<2	2	<2	<2	<2	<2	609

Inland Empire Utilities Agency
Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

RP-1 (M-001B) Effluent Monthly Inorganic & Organic Data

Table No. 8a

Date	Total Hardness	HCO ₃ ⁻	B	Ca	CO ₃ ⁻²	Cl	F	Mg	Na	SO ₄	Co, TR	Cr, Total	Cu, TR	Pb, TR	Hg, TR	Se, TR	Ag, TR	Zn, TR	Chlorodi-bromomethane	Bromodi-chloromethane	2,4,7,8-TCDD
	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
Jan-16	155	164	0.2	48	0	108	0.2	9	98	47	<0.25	<0.5	4	<0.5	<0.05	<2	<0.25	26	<1	13	0.0
Feb-16	148	147	0.2	45	0	114	0.3	9	99	57	<0.25	0.5	4	<0.5	<0.05	<2	<0.25	27			0.0
Mar-16	153	152	0.2	48	0	105	0.3	8	90	56	<0.25	0.7	4	<0.5	<0.05	<2	<0.25	25			
Apr-16	150	155	0.2	46	0	107	0.3	9	95	61	<0.25	<0.5	3	<0.5	<0.05	<2	<0.25	27	5	20	
May-16	157	148	0.2	49	0	108	0.3	9	101	54	<0.25	<0.5	4	<0.5	<0.05	<2	<0.25	30			
Jun-16	166	162	0.2	50	0	119	0.3	10	99	56	<0.25	0.6	4	<0.5	<0.05	<2	<0.25	21			
Jul-16	150	160	0.2	45	0	105	0.3	9	96	53	<0.25	<0.5	4	<0.5	<0.05	<2	<0.25	31	3	25	
Aug-16	151	148	0.2	45	0	114	0.3	9	102	50	<0.25	<0.5	3	<0.5	<0.05	<2	<0.25	26			
Sep-16	145	145	0.2	44	0	112	0.3	8	94	40	<0.25	<0.5	5	<0.5	<0.05	<2	<0.25	24			
Oct-16	140	142	0.2	43	0	111	0.3	8	90	50	<0.25	0.6	4	<0.5	<0.05	<2	<0.25	29	4	23	
Nov-16	147	160	0.2	44	0	103	0.3	9	88	46	<0.25	0.6	4	<0.5	<0.05	<2	<0.25	27			
Dec-16	153	158	0.2	45	0	116	0.3	10	103	49	<0.25	<0.5	4	<0.5	<0.05	<2	<0.25	26			
Avg	151	153	0.2	46	0	110	0.3	9	96	52	<0.25	<0.5	4	<0.5	<0.05	<2	<0.25	27	3	21	0.0
Min	140	142	0.2	43	0	103	0.2	8	88	40	<0.25	<0.5	3	<0.5	<0.05	<2	<0.25	21	<1	13	0.0
Max	166	164	0.2	50	0	119	0.3	10	103	61	<0.25	0.7	5	<0.5	<0.05	<2	<0.25	31	5	25	0.0

RP-1/RP-4 (M-002A) Effluent Monthly Inorganic & Organic Data

Table No. 8b

Date	Total Hardness	HCO ₃ ⁻	B	Ca	CO ₃ ⁻²	Cl	F	Mg	Na	SO ₄	Co, TR	Cr, Total	Cu, TR	Pb, TR	Hg, TR	Se, TR	Ag, TR	Zn, TR	Chlorodi-bromomethane	Bromodi-chloromethane	2,4,7,8-TCDD
	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
Jan-16	152	150	0.2	47	0	100	0.2	8	102	66	<0.25	<0.5	4	<0.5	<0.05	<2	<0.25	25	<1	12	0.0
Feb-16	149	140	0.2	45	0	116	0.3	9	105	73	<0.25	0.6	4	<0.5	<0.05	<2	<0.25	27			
Mar-16	157	152	0.2	49	0	108	0.3	8	97	69	<0.25	0.6	4	<0.5	<0.05	<2	<0.25	26			
Apr-16	153	147	0.2	46	0	109	0.3	9	104	82	<0.25	<0.5	3	<0.5	<0.05	<2	<0.25	28	4	15	
May-16	154	139	0.2	44	0	109	0.3	8	107	80	<0.25	<0.5	4	<0.5	<0.05	<2	<0.25	30			
Jun-16	168	150	0.2	51	0	120	0.3	10	112	88	<0.25	0.7	4	<0.5	<0.05	<2	<0.25	20			
Jul-16	148	166	0.2	45	0	106	0.3	9	105	85	<0.25	<0.5	4	<0.5	<0.05	<2	<0.25	30	1	19	
Aug-16	151	140	0.2	45	0	109	0.3	9	108	76	<0.25	0.5	3	<0.5	<0.05	<2	<0.25	25			
Sep-16	138	132	0.2	42	0	115	0.3	8	103	68	<0.25	0.6	5	<0.5	<0.05	<2	<0.25	24			
Oct-16	144	137	0.2	44	0	110	0.3	8	97	66	<0.25	<0.5	4	<0.5	<0.05	<2	<0.25	26	3	17	
Nov-16	138	145	0.2	41	0	105	0.3	9	91	68	<0.25	<0.5	4	<0.5	<0.05	<2	<0.25	26			
Dec-16	157	146	0.2	47	0	114	0.3	10	110	67	<0.25	<0.5	4	<0.5	<0.05	<2	<0.25	27			
Avg	151	144	0.2	46	0	116	0.3	9	104	74	<0.25	<0.5	4	<0.5	<0.05	<2	<0.25	26	3	16	0.0
Min	138	132	0.2	41	0	103	0.2	8	91	66	<0.25	<0.5	3	<0.5	<0.05	<2	<0.25	20	<1	12	0.0
Max	168	155	0.2	51	0	120	0.3	10	112	88	<0.25	0.7	5	<0.5	<0.05	<2	<0.25	30	4	19	0.0

*Free Cyanide is analyzed using ASTM-D7237 for analysis of aquatic free cyanide in accordance with RB-2016-0036

Inland Empire Utilities Agency
Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

Table No. 8c

RP-5 (M-003) Effluent Monthly Inorganic Data

Date	Total Hardness	HCO ₃ ²⁻	D	Ca	CO ₃ ²⁻	Cl	F	Mg	Na	SO ₄	Cd, TR	Cr, Total	Cu, TR	Pb, TR	Hg, TR	Sa, TR	Ag, TR	Zn, TR	Chloro-di-bromomethane	Bromo-di-chloromethane	2,3,7,8-TCDF
	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	pg/L
Limits																			34 mo avg; 68 max daily		0.014 mo avg; 0.028 max
Jan-16	145	128	0.2	54	0	118	0.1	12	100	55	<0.25	0.5	8	<0.5	<0.05	<2	<0.25	54	8	25	0.0
Feb-16	104	115	0.2	55	0	144	0.2	11	98	63	<0.25	0.6	6	<0.5	<0.05	<2	<0.25	51	5	21	0.0
Mar-16	102	127	0.2	58	0	144	0.1	11	96	64	<0.25	0.6	10	>0.5	>0.05	<2	<0.25	53	4	19	0.0
Apr-16	159	119	0.2	52	0	147	0.2	12	102	69	<0.25	0.7	10	<0.5	<0.05	<2	<0.25	54	5	21	0.0
May-16	120	120	0.2	56	0	140	0.2	13	110	69	<0.25	0.8	8	<0.5	<0.05	<2	<0.25	67	2	16	0.0
Jun-16	188	116	0.3	54	0	140	0.2	13	110	87	<0.25	0.8	9	<0.5	<0.05	<2	<0.25	51	3	22	0.0
Jul-16																					
Aug-16																					
Sep-16																					
Oct-16	164	126	0.2	46	0	138	0.3	12	103	56	<0.25	0.7	12	<0.5	<0.05	<2	<0.25	55	7	21	0.0
Nov-16	169	132	0.2	48	0	145	0.1	12	100	53	<0.25	0.7	8	<0.5	<0.05	<2	<0.25	51	7	23	0.0
Dec-16	178	124	0.2	53	0	145	0.2	12	103	60	<0.25	0.7	7	<0.5	<0.05	<2	<0.25	60	1	17	0.0
Avg	182	124	0.2	53	0	143	0.2	12	102	64	<0.25	0.7	9	<0.5	<0.05	<2	<0.25	54	5	21	0.0
Min	164	115	0.2	46	0	138	0.1	12	96	53	<0.25	0.6	6	<0.5	<0.05	<2	<0.25	51	2	17	0.0
Max	195	132	0.3	59	0	147	0.2	13	110	87	<0.25	0.8	12	<0.5	<0.05	<2	<0.25	60	8	25	0.0

Table No. 8d

CCWRF (M-004) Effluent Monthly Inorganic Data

Date	Total Hardness	HCO ₃ ²⁻	D	Ca	CO ₃ ²⁻	Cl	F	Mg	Na	SO ₄	Cd, TR	Cr, Total	Cu, TR	Pb, TR	Hg, TR	Sa, TR	Ag, TR	Zn, TR	Chloro-di-bromomethane	Bromo-di-chloromethane	2,3,7,8-TCDF	
	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	mg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	pg/L	
Limits																				34 mo avg; 68 max daily	46 mo avg; 97 max daily	
Jan-16	178	123	0.2	54	0	142	0.2	10	109	81	<0.25	<0.5	6	<0.5	<0.05	<2	<0.25	60	9	25	0.0	
Feb-16	175	131	0.2	53	0	143	0.2	10	120	80	<0.25	0.7	6	<0.5	<0.05	<2	<0.25	61	11	31		
Mar-16	172	127	0.2	53	0	147	0.3	10	110	79	<0.25	0.9	7	<0.5	<0.05	<2	<0.25	72	13	34		
Apr-16	179	118	0.2	50	0	156	0.2	11	114	88	<0.25	0.7	7	<0.5	<0.05	<2	<0.25	76	16	38	0.0	
May-16	167	113	0.3	48	0	152	0.3	12	129	96	<0.25	0.7	9	<0.5	<0.05	<2	<0.25	92	7	32		
Jun-16	194	130	0.3	52	0	161	0.2	15	123	100	<0.25	0.9	10	<0.5	<0.05	<2	<0.25	67	13	44		
Jul-16	159	112	0.3	40	0	165	0.1	14	116	121	<0.25	0.5	9	<0.5	<0.05	<2	<0.25	69	14	38	0.0	
Aug-16	155	102	0.3	42	0	144	0.2	12	118	110	<0.25	0.7	8	<0.5	<0.05	<2	<0.25	71	24	39		
Sep-16	133	93	0.2	36	0	134	0.1	10	116	87	<0.25	1.0	10	<0.5	<0.05	<2	<0.25	67	11	37		
Oct-16	129	93	0.2	35	0	142	0.1	10	116	92	<0.25	0.8	9	<0.5	<0.05	<2	<0.25	65	20	40	0.0	
Nov-16	152	116	0.2	43	0	149	0.2	11	113	87	<0.25	0.7	7	<0.5	<0.05	<2	<0.25	63	24	43		
Dec-16	101	118	0.2	45	0	141	0.2	12	111	83	<0.25	0.9	9	<0.5	<0.05	<2	<0.25	71	9	29		
Avg	163	119	0.2	46	0	148	0.2	12	118	92	<0.25	0.7	8	<0.5	<0.05	<2	<0.25	73	15	36	0.0	
Min	129	93	0.2	35	0	134	0.1	10	109	79	<0.25	<0.5	6	<0.5	<0.05	<2	<0.25	60	7	28	0.0	
Max	194	131	0.3	54	0	165	0.2	15	126	121	<0.25	1.0	10	<0.5	<0.05	<2	<0.25	93	26	44	0.0	

*Free Cyanide is analyzed using ASTM-D7237 for analysis of aquatic free cyanide in accordance with RB-2015-0035

Inland Empire Utilities Agency
 Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

RP-1 (M-001B) Effluent Quarterly Data

Table No. 9a

	Al, TR	Sb, TR	As, TR	Ba, TR	Co, TR	Ni, TR
Date	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
Jan-16	32	0.7	<2	17	<1	2
Feb-16	32	0.7	<2	13	<1	3
Mar-16	44	0.7	<2	15	<1	4
Apr-16	47	<1	<2	10	<1	3
May-16	45	<1	<2	16	<1	2
Jun-16	45	<1	<2	20	<1	3
Jul-16	57	1	<2	10	<1	3
Aug-16	56	<1	<2	20	<1	3
Sep-16	46	<1	<2	23	<1	4
Oct-16	50	<1	<2	20	<1	4
Nov-16	63	<1	<2	18	<1	3
Dec-16	51	<1	<2	15	<1	2
Avg	48	<1	<2	18	<1	3
Min	32	1	<2	13	<1	2
Max	63	1	<2	23	<1	4

RP-1/RP-4 (M-002A) Effluent Quarterly Data

Table No. 9b

	Al, TR	Sb, TR	As, TR	Ba, TR	Co, TR	Ni, TR
Date	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
Jan-16	30	0.6	<2	16	<1	2
Feb-16	33	0.7	<2	14	<1	3
Mar-16	44	0.7	<2	15	<1	4
Apr-16	47	<1	<2	10	<1	3
May-16	44	<1	<2	17	<1	2
Jun-16	39	<1	<2	20	<1	3
Jul-16	57	1	<2	10	<1	3
Aug-16	53	<1	<2	10	<1	3
Sep-16	45	<1	<2	23	<1	3
Oct-16	50	<1	<2	20	<1	3
Nov-16	74	<1	<2	17	<1	3
Dec-16	55	<1	<2	16	<1	3
Avg	48	<1	<2	18	<1	3
Min	30	1	<2	14	<1	2
Max	74	1	<2	23	<1	4

RP-5 (M-003) Effluent Quarterly Data

Table No. 9c

	Al, TR	Sb, TR	As, TR	Ba, TR	Co, TR	Ni, TR
Date	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
Jan-16	<25	<0.5	<2	38	<1	3
Feb-16	<25	<0.5	<2	28	<1	3
Mar-16	<25	<0.5	<2	29	<1	3
Apr-16	<25	<1	<2	38	<1	3
May-16	<25	<1	<2	30	<1	3
Jun-16	<25	<1	<2	37	<1	3
Jul-16						
Aug-16						
Sep-16						
Oct-16	<25	<1	<2	32	<1	3
Nov-16	<25	<1	<2	30	<1	3
Dec-16	<25	<1	<2	31	<1	3
Avg	<25	<1	<2	35	<1	3
Min	<25	<1	<2	28	<1	3
Max	<25	<1	<2	38	<1	3

CCWRF (M-004) Effluent Quarterly Data

Table No. 9d

	Al, TR	Sb, TR	As, TR	Ba, TR	Co, TR	Ni, TR
Date	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
Jan-16	92	0.6	<2	21	<1	2
Feb-16	46	0.6	<2	20	<1	3
Mar-16	64	0.6	<2	20	<1	3
Apr-16	66	<1	<2	20	<1	3
May-16	69	<1	<2	21	<1	3
Jun-16	<25	<1	<2	21	<1	3
Jul-16	78	<1	<2	16	<1	3
Aug-16	90	<1	<2	16	<1	3
Sep-16	83	<1	<2	15	<1	3
Oct-16	73	<1	<2	11	<1	3
Nov-16	73	<1	<2	14	<1	2
Dec-16	44	<1	<2	14	<1	3
Avg	69	<1	<2	17	<1	3
Min	<25	1	<2	11	<1	2
Max	92	<1	<2	21	<1	3

Inland Empire Utilities Agency

Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

Table No. 10

Mo-Yr	Discharged Eff Flow			TIN						Agency-wide TIN				
	RP1/RP4	RP5	CC	RP1/RP4		RP5		CC		Discharge		Limit		12-MRA
				mg/L	lbs/day	mg/L	lbs/day	mg/L	lbs/day	flow wt.	total	flow wt.	total	flow-wt.
		MGD								mg/L	lbs/day	mg/L	lbs/day	mg/L
Jan-16	18.9	8.6	6.0	7.9	1,250	7.2	520	5.2	260	7.3	2,030	8	5,338	5.7
Feb-16	11.0	5.5	3.1	6.4	590	7.3	330	5.2	140	6.5	1,060	8	5,338	5.6
Mar-16	19.2	3.0	4.5	5.7	920	6.9	170	5.7	210	5.9	1,300	8	5,338	5.6
Apr-16	10.0	2.8	4.2	5.7	480	6.0	140	5.8	200	5.8	820	8	5,338	5.6
May-16	7.7	1.8	2.7	5.6	360	6.5	100	5.5	120	5.7	580	8	5,338	5.6
Jun-16	3.4	0.4	1.6	5.2	150	6.1	20	5.2	70	5.3	240	8	5,338	5.7
Jul-16	2.7	0.0	1.4	6.9	150	6.3	0	4.8	60	6.2	210	8	5,338	5.7
Aug-16	2.5	0.0	1.1	7.1	140	6.5	0	5.2	50	6.5	190	8	5,338	5.9
Sep-16	5.3	0.0	1.1	6.5	290	6.2	0	6.1	60	6.4	350	8	5,338	6.0
Oct-16	11.5	2.4	1.8	5.8	560	5.8	120	5.9	90	5.8	770	8	5,338	6.1
Nov-16	11.5	3.7	4.3	5.5	530	6.1	190	4.9	170	5.5	890	8	5,338	6.0
Dec-16	24.2	4.1	5.8	5.6	1,130	6.6	230	6.2	300	5.8	1,660	8	5,338	6.0
Avg	10.7	2.7	3.1	6.2	550	6.5	150	5.5	140	6.0	840	8	5,338	5.8
Min	2.5	0.0	1.1	5.2	140	5.8	0	4.8	50	5.3	190	8	5,338	5.6
Max	24.2	8.6	6.0	7.9	1,250	7.3	520	6.2	300	7.3	2,030	8	5,338	6.1

Agency-wide TDS 12-Month Running Averages

Table No. 11

Mo-Yr	Flows								Total Dissolved Solids (TDS)								Agency-wide TDS				
	RP-1		RP-4		RP-5		CC		RP-1		RP-4		RP-5		CC		Discharge		Limit		12-MRA
	001 ¹	RW	002	RW	RP-5	RW	CC	RW	001	RW ²	002	RW	RP-5	RW ²	CC	RW ²	flow wt. mg/L	total lbs/day	flow wt. mg/L	total lbs/day	flow wt. mg/L
Jan-16	1.6	9.9	17.3	4.5	8.6	0.2	6.0	0.6	512	482	496	457	530	531	551	548	504	244,720	550	366,960	515
Feb-16	4.7	16.1	6.3	8.1	5.5	0.4	3.1	1.8	525	471	493	466	541	513	546	547	495	196,240	550	366,960	510
Mar-16	3.4	10.2	15.8	7.5	3.0	1.7	4.5	2.5	528	498	521	500	541	518	559	577	521	220,230	550	366,960	509
Apr-16	2.6	19.1	7.4	7.5	2.8	3.0	4.2	2.9	536	493	510	492	545	527	584	568	514	218,370	550	366,960	508
May-16	1.4	18.1	6.2	9.2	1.8	4.4	2.7	3.9	546	495	515	480	566	544	585	570	514	199,390	550	366,960	507
Jun-16	2.4	21.4	0.9	9.7	0.4	4.5	1.6	5.1	531	514	553	458	568	520	613	609	519	181,160	550	366,960	508
Jul-16	1.6	20.6	1.1	9.4	0.0	5.8	1.4	5.9	563	499	542	462	NA	543	618	581	514	174,770	550	366,960	509
Aug-16	1.4	22.6	1.0	9.6	0.0	6.1	1.1	6.1	543	500	507	451	NA	520	565	553	502	178,230	550	366,960	509
Sep-16	2.1	22.4	3.2	7.7	0.0	5.4	1.1	5.8	518	497	517	434	NA	502	522	510	492	175,500	550	366,960	507
Oct-16	1.4	15.7	10.1	9.0	2.4	4.0	1.8	4.7	525	488	506	435	529	506	546	519	491	188,640	550	366,960	506
Nov-16	1.3	13.9	10.2	9.0	3.7	2.8	4.3	3.4	527	471	497	439	532	502	555	521	489	201,960	550	366,960	505
Dec-16	2.8	3.6	21.4	7.8	4.1	1.4	5.8	2.2	513	485	493	473	508	482	525	508	495	218,240	550	366,960	504
Avg	2.2	16.1	8.4	8.3	2.7	3.3	3.1	3.7	530	491	512	462	540	517	564	551	504	199,790	550	366,960	508
Min	1.3	3.6	0.9	4.5	0.0	0.2	1.1	0.6	512	471	493	434	508	482	522	508	489	174,770	550	366,960	504
Max	4.7	22.6	21.4	9.7	8.6	6.1	6.0	6.1	563	514	553	500	568	544	618	609	521	244,720	550	366,960	515

NOTES: ¹ Prior to April 2010, 001 effluent flow included recycled water flow.

² Flow and TDS added to flow-weight for RP-1, RP-5, and CCWRF recycled water (May 2010)

NA: Not Analyzed, due to no discharge

APPENDIX B

RECYCLED WATER

COMPLIANCE DATA

FOR CALENDAR YEAR 2016

INLAND EMPIRE UTILITIES AGENCY

Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

RP-1 (M-001B) Effluent Remaining Priority Pollutants

Table 18a

RP-1 (M-001B) Effluent Remaining Priority Pollutant Metals & CN, µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
Antimony (Sb)	0.7	0.7	0.7	<1	<1	<1	1.1	<1	<1	<1	<1	<1	1
Arsenic (As)	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2
Beryllium (Be)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5
Cadmium (Cd)	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25
Chromium (Cr)	<0.5	0.5	0.7	<0.5	<0.5	0.5	<0.5	<0.5	<0.5	0.5	0.5	<0.5	0.7
Copper (Cu)	3.9	3.9	3.5	3.2	3.5	3.8	3.9	3.1	5.5	4.3	4.4	3.8	5.5
Lead (Pb)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5
Mercury (Hg)	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05
Nickel (Ni)	2.5	2.8	3.5	2.8	2.2	3.0	2.9	2.5	3.7	4.3	2.7	2.5	4.3
Selenium (Se)	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2
Silver (Ag)	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25
Thallium (Tl)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Zinc (Zn)	26	27	25	27	30	21	31	25	24	29	27	26	31
CN, Aquatic Free	<2			<2			<2			<2			<2

RP-1 (M-001B) Effluent Volatile Organics (EPA Methods 624, 601/602), µg/L

1,1,1-Trichloroethane	<1												<1
1,1,1,2-Tetrachloroethane	<0.5												<0.5
1,1,2-Trichloroethane	<1												<1
1,1-Dichloroethane	<0.5												<0.5
1,1-Dichloroethane	<1												<1
1,2-Dichlorobenzene	<1												<1
1,2-Dichloroethane	<0.5												<0.5
1,2-Dichloropropane	<0.5												<0.5
1,3-Dichlorobenzene	<1												<1
1,4-Dichlorobenzene	<1												<1
2-Chloroethyl vinyl ether	<1												<1
Benzene	<1												<1
Bromodichloromethane	13			22			25			23			25
Bromoform	<1			<1			<1			<1			<1
Bromomethane	<1												<1
Carbon tetrachloride	<0.5												<0.5
Chlorobenzene	<1												<1
Chloroethane	<1												<1
Chloroform	76			87			120			94			120
Chloromethane	<1												<1
cis-1,3-Dichloropropene	<0.5												<0.5
Dibromochloromethane	<1			5			3			4			5
Ethylbenzene	<1												<1
Methylene chloride	<1												<1
Tetrachloroethane	<1												<1
Toluene	<1												<1
trans-1,2-Dichloroethane	<0.5												<0.5
trans-1,3-Dichloropropane	<0.5												<0.5
Trichloroethene	<1												<1
Trichlorofluoromethane	<2												<2
Vinyl chloride	<0.5												<0.5
Acrolein	<2												<2
Acrylonitrile	<0.25												<0.25

INLAND EMPIRE UTILITIES AGENCY

Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

RP-1 (M-001B) Effluent Remaining Priority Pollutants

Table 18b

RP-1 (M-001B) Effluent Base/Neutral and Acid Extractibles (EPA Method 625), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
1,2,4-Trichlorobenzene	<1												<1
1,2-Dichlorobenzene	<1												<1
1,3-Dichlorobenzene	<1												<1
1,4-Dichlorobenzene	<1												<1
2,4,6-Trichlorophenol	<1												<1
2,4-Dichlorophenol	<2												<2
2,4-Dimethylphenol	<1												<1
2,4-Dinitrophenol	<3												<3
2,4-Dinitrotoluene	<1												<1
2,6-Dinitrotoluene	<2												<2
2-Chloronaphthalene	<1												<1
2-Chlorophenol	<1												<1
2-Methyl-4,6-dinitrophenol	<2												<2
2-Nitrophenol	<1												<1
3,3-Dichlorobenzidine	<5												<5
4-Bromophenyl phenyl ether	<1												<1
4-Chloro-3-methylphenol	<1												<1
4-Chlorophenyl phenyl ether	<1												<1
4-Nitrophenol	<3												<3
Acenaphthene	<1												<1
Acenaphthylene	<1												<1
Anthracene	<1												<1
Azobenzene	<1												<1
Benzidine	<5												<5
Benzo(a)anthracene	<5												<5
Benzo(a)pyrene	<1												<1
Benzo(b)fluoranthene	<1												<1
Benzo(g,h,i)perylene	<2												<2
Benzo(k)fluoranthene	<1												<1
Bis(2-chloroethoxy)methane	<2												<2
Bis(2-chloroethyl)ether	<1												<1
Bis(2-chloroisopropyl)ether	<1												<1
Bis(2-ethylhexyl)phthalate	<2			<1			<1			<1			<2
Butyl benzyl phthalate	<1												<1
Chrysene	<1												<1
Dibenzo(a,h)anthracene	<1												<1
Diethyl phthalate	<2												<2
Dimethyl phthalate	<1												<1
Di-n-butyl phthalate	<1												<1
Di-n-octyl phthalate	<1												<1
Fluoranthene	<1												<1
Fluorene	<1												<1
Hexachlorobenzene	<1												<1
Hexachlorobutadiene	<1												<1
Hexachlorocyclopentadiene	<5												<5
Hexachloroethane	<1												<1
Indeno(1,2,3-cd)pyrene	<2												<2
Isophorone	<1												<1
Isophthalene	<1												<1
Nitrobenzene	<1												<1
N-Nitrosodimethylamine	<1												<1
N-Nitroso-di-n-propylamine	<1												<1
N-Nitrosodiphenylamine	<1												<1
Pentachlorophenol	<2												<2
Phenanthrene	<1												<1
Phenol	<1												<1
Pyrene	<1												<1

INLAND EMPIRE UTILITIES AGENCY

Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

RP-1 (M-001B) Effluent Remaining Priority Pollutants

Table 18c

RP-1 (M-001B) Effluent Pesticides (EPA Method 608), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
4,4-DDD	<0.006												<0.006
4,4-DDE	<0.006												<0.006
4,4-DDT	<0.008												<0.008
Aldrin	<0.004												<0.004
Alpha-BHC	<0.008												<0.008
Beta-BHC	<0.005												<0.005
Delta-BHC	<0.007												<0.007
Dieldrin	<0.006												<0.006
Endosulfan I	<0.01												<0.01
Endosulfan II	<0.007												<0.007
Endosulfan Sulfate	<0.009												<0.009
Endrin	<0.009												<0.009
Endrin aldehyde	<0.006												<0.006
Gamma-BHC	<0.01												<0.01
Heptachlor	<0.006												<0.006
Heptachlor epoxide	<0.007												<0.007
Chlordane	<0.1												<0.1
PCB-1016	<0.5												<0.5
PCB-1221	<0.5												<0.5
PCB-1232	<0.5												<0.5
PCB-1242	<0.5												<0.5
PCB-1248	<0.5												<0.5
PCB-1254	<0.5												<0.5
PCB-1260	<0.5												<0.5
Toxaphene	<0.5												<0.5
RP-1 (M-001B) Effluent Dioxins & Furans, pg/L (reported values based on detection limit)													
PCDD/PCDF Congeners*	0.0												0.0

*TEQ is calculated based on congener concentrations below the reporting limit (RL) set to zero

INLAND EMPIRE UTILITIES AGENCY

Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report
 RP-1/RP-4 (M-002A) Effluent Remaining Priority Pollutants

RP-1/RP-4 (M-002A) Effluent Base/Neutral and Acid Extractibles (EPA Method 625), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
1,2,4-Trichlorobenzene	<1												<1
1,2-Dichlorobenzene	<1												<1
1,3-Dichlorobenzene	<1												<1
1,4-Dichlorobenzene	<1												<1
2,4,6-Trichlorophenol	<1												<1
2,4-Dichlorophenol	<2												<2
2,4-Dimethylphenol	<1												<1
2,4-Dinitrophenol	<3												<3
2,4-Dinitrotoluene	<1												<1
2,6-Dinitrotoluene	<2												<2
2-Chloronaphthalene	<1												<1
2-Chlorophenol	<1												<1
2-Methyl-4,6-dinitrophenol	<2												<2
2-Nitrophenol	<1												<1
3,3-Dichlorobenzidine	<5												<5
4-Bromophenyl phenyl ether	<1												<1
4-Chloro-3-methylphenol	<1												<1
4-Chlorophenyl phenyl ether	<1												<1
4-Nitrophenol	<3												<3
Acenaphthene	<1												<1
Acenaphthylene	<1												<1
Anthracene	<1												<1
Azobenzene	<1												<1
Benzidine	<5												<5
Benzo(a)anthracene	<5												<5
Benzo(a)pyrene	<1												<1
Benzo(b)fluoranthene	<1												<1
Benzo(g,h,i)perylene	<2												<2
Benzo(k)fluoranthene	<1												<1
Bis(2-chloroethoxy)methane	<2												<2
Bis(2-chloroethyl)ether	<1												<1
Bis(2-chloroisopropyl)ether	<1												<1
Bis(2-ethylhexyl)phthalate	<2			<1			<1			<1			<2
Butyl benzyl phthalate	<1												<1
Chrysene	<1												<1
Dibenzo(a,h)anthracene	<1												<1
Diethyl phthalate	<2												<2
Dimethyl phthalate	<1												<1
Di-n-butyl phthalate	<1												<1
Di-n-octyl phthalate	<1												<1
Fluoranthene	<1												<1
Fluorene	<1												<1
Hexachlorobenzene	<1												<1
Hexachlorobutadiene	<1												<1
Hexachlorocyclopentadiene	<5												<5
Hexachloroethane	<1												<1
Indeno(1,2,3-cd)pyrene	<2												<2
Isophorone	<1												<1
Naphthalene	<1												<1
Nitrobenzene	<1												<1
N-Nitrosodimethylamine	<1												<1
N-Nitroso-di-n-propylamine	<1												<1
N-Nitrosodiphenylamine	<1												<1
Pentachlorophenol	<2												<2
Phenanthrene	<1												<1
Phenol	<1												<1
Pyrene	<1												<1

INLAND EMPIRE UTILITIES AGENCY

Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

RP-1/RP-4 (M-002A) Effluent Remaining Priority Pollutants

Table 19c

RP-1/RP-4 (M-002A) Effluent Pesticides (EPA Method 608), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
4,4-DDD	<0.006												<0.006
4,4-DDE	<0.006												<0.006
4,4-DDT	<0.008												<0.008
Aldrin	<0.004												<0.004
Alpha-BHC	<0.008												<0.008
Beta-BHC	<0.005												<0.005
Delta-BHC	<0.007												<0.007
Dieldrin	<0.006												<0.006
Endosulfan I	<0.01												<0.01
Endosulfan II	<0.007												<0.007
Endosulfan Sulfate	<0.009												<0.009
Endrin	<0.009												<0.009
Endrin aldehyde	<0.006												<0.006
Gamma-BHC	<0.01												<0.01
Heptachlor	<0.006												<0.006
Heptachlor epoxide	<0.007												<0.007
Chlordane	<0.1												<0.1
PCB-1016	<0.5												<0.5
PCB-1221	<0.5												<0.5
PCB-1232	<0.5												<0.5
PCB-1242	<0.5												<0.5
PCB-1248	<0.5												<0.5
PCB-1254	<0.5												<0.5
PCB-1260	<0.5												<0.5
Toxaphene	<0.5												<0.5
RP-1/RP-4 (M-002A) Effluent Dioxins & Furans, pg/L (reported values based on detection limit)													
PCDD/PCDF Congeners*	0.0												0.0

*TEQ is calculated based on congener concentrations below the reporting limit (RL) set to zero

INLAND EMPIRE UTILITIES AGENCY

Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

RP-5 (M-003) Effluent Remaining Priority Pollutants

Table 20a

RP-5 (M-003) Effluent Remaining Priority Pollutant Metals & CN, µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
Antimony (Sb)	<1	<1	<1	<1	<1	<1				<1	<1	<1	<1.0
Arsenic (As)	<2	<2	<2	<2	<2	<2				<2	<2	<2	<2
Beryllium (Be)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5				<0.5	<0.5	<0.5	<0.5
Cadmium (Cd)	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25				<0.25	<0.25	<0.25	<0.25
Chromium (Cr)	0.5	0.6	0.5	0.7	0.8	0.8				0.7	0.7	0.7	0.8
Copper (Cu)	0.0	6.4	9.7	10.2	8.1	9.0				11.8	7.7	7.2	11.8
Lead (Pb)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5				<0.5	<0.5	<0.5	<0.5
Mercury (Hg)	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05				<0.05	<0.05	<0.05	<0.05
Nickel (Ni)	2.5	2.7	2.8	2.9	2.7	3.2				2.7	2.7	2.6	3.2
Selenium (Se)	<2	<2	<2	<2	<2	<2				<2	<2	<2	<2
Silver (Ag)	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25				<0.25	<0.25	<0.25	<0.25
Thallium (Tl)	<1	<1	<1	<1	<1	<1				<1	<1	<1	<1
Zinc (Zn)	54	51	53	54	57	51				55	51	60	60
CN, Aquatic Free	<2			<2							<2		<2

RP-5 (M-003) Effluent Volatile Organics (EPA Methods 624, 601/602), µg/L

1,1,1-Trichloroethane	<1												<1
1,1,2,2-Tetrachloroethane	<0.5												<0.5
1,1,2-Trichloroethane	<1												<1
1,1-Dichloroethane	<0.5												<0.5
1,1-Dichloroethene	<1												<1
1,2-Dichlorobenzene	<1												<1
1,2-Dichloroethane	<0.5												<0.5
1,2-Dichloropropane	<0.5												<0.5
1,3-Dichlorobenzene	<1												<1
1,4-Dichlorobenzene	<1												<1
2-Chloroethyl vinyl ether	<1												<1
Benzene	<1												<1
Bromodichloromethane	25	21	19	21	18	22				23	23	17	25
Bromoform	<1	<1	<1	<1	<1	<1				<1	<1	<1	<1
Bromomethane	<1												<1
Carbon tetrachloride	<0.5												<0.5
Chlorobenzene	<1												<1
Chloroethane	<1												<1
Chloroform	59	56	61	59	84	77				59	52	51	84
Chloromethane	<1												<1
cis-1,3-Dichloropropene	<0.5												<0.5
Dibromochloromethane	8	5	4	5	2	3				7	7	3	8
Ethylbenzene	<1												<1
Methylene chloride	<1												<1
Tetrachloroethene	<1												<1
Toluene	<1												<1
trans-1,2-Dichloroethene	<0.5												<0.5
trans-1,3-Dichloropropene	<0.5												<0.5
Trichloroethene	<1												<1
Trichlorofluoromethane	<2												<2
Vinyl chloride	<0.5												<0.5
Acrolein	<2												<2
Acrylonitrile	<0.25												<0.25

INLAND EMPIRE UTILITIES AGENCY

Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

RP-5 (M-003) Effluent Remaining Priority Pollutants

Table 20b

RP-5 (M-003) Effluent Base/Neutral and Acid Extractibles (EPA Method 625), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
1,2,4-Trichlorobenzene	<1												<1
1,2-Dichlorobenzene	<1												<1
1,3-Dichlorobenzene	<1												<1
1,4-Dichlorobenzene	<1												<1
2,4,6-Trichlorophenol	<1												<1
2,4-Dichlorophenol	<2												<2
2,4-Dimethylphenol	<1												<1
2,4-Dinitrophenol	<3												<3
2,4-Dinitrotoluene	<1												<1
2,6-Dinitrotoluene	<2												<2
2-Chloronaphthalene	<1												<1
2-Chlorophenol	<1												<1
3-Methyl-4,5-dinitrophenol	<2												<2
2-Nitrophenol	<1												<1
3,3-Dichlorobenzidine	<5												<5
4-Bromophenyl phenyl ether	<1												<1
4-Chloro-3-methylphenol	<1												<1
4-Chlorophenyl phenyl ether	<1												<1
4-Nitrophenol	<3												<3
Acenaphthene	<1												<1
Acenaphthylene	<1												<1
Anthracene	<1												<1
Azobenzene	<1												<1
Benzidine	<5												<5
Benzo(a)anthracene	<5												<5
Benzo(a)pyrene	<1												<1
Benzo(b)fluoranthene	<1												<1
Benzo(g,h,i)perylene	<2												<2
Benzo(k)fluoranthene	<1												<1
Bis(2-chloroethoxy)methane	<2												<2
Bis(2-chloroethyl)ether	<1												<1
Bis(2-chloroisopropyl)ether	<1												<1
Bis(2-ethylhexyl)phthalate	<2			<1						<1			<2
Butyl benzyl phthalate	<1												<1
Chrysene	<1												<1
Dibenzo(a,h)anthracene	<1												<1
Diethyl phthalate	<2												<2
Dimethyl phthalate	<1												<1
Di-n-butyl phthalate	<1												<1
Di-n-octyl phthalate	<1												<1
Fluoranthene	<1												<1
Fluorene	<1												<1
Hexachlorobenzene	<1												<1
Hexachlorobutadiene	<1												<1
Hexachlorocyclopentadiene	<5												<5
Hexachloroethane	<1												<1
Indeno(1,2,3-cd)pyrene	<2												<2
Isophorone	<1												<1
Naphthalene	<1												<1
Nitrobenzene	<1												<1
N-Nitrosodimethylamine	<1												<1
N-Nitroso-di-n-propylamine	<1												<1
N-Nitrosodiphenylamine	<1												<1
Pentachlorophenol	<2												<2
Phenanthrene	<1												<1
Phenol	<1												<1
Pyrene	<1												<1

INLAND EMPIRE UTILITIES AGENCY

Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

RP-5 (M-003) Effluent Remaining Priority Pollutants

Table 20c

RP-5 (M-003) Effluent Pesticides (EPA Method 608), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
4,4-DDD	<0.006												<0.006
4,4-DDE	<0.006												<0.006
4,4-DDT	<0.008												<0.008
Aldrin	<0.004												<0.004
Alpha-BHC	<0.008												<0.008
Beta-BHC	<0.005												<0.005
Delta-BHC	<0.007												<0.007
Dieldrin	<0.006												<0.006
Endosulfan I	<0.01												<0.01
Endosulfan II	<0.007												<0.007
Endosulfan Sulfate	<0.009												<0.009
Endrin	<0.009												<0.009
Endrin aldehyde	<0.006												<0.006
Gamma-BHC	<0.01												<0.01
Heptachlor	<0.006												<0.006
Heptachlor epoxide	<0.007												<0.007
Chlordane	<0.1												<0.1
PCB-1016	<0.5												<0.5
PCB-1221	<0.5												<0.5
PCB-1232	<0.5												<0.5
PCB-1242	<0.5												<0.5
PCB-1248	<0.5												<0.5
PCB-1254	<0.5												<0.5
PCB-1260	<0.5												<0.5
Toxaphene	<0.5												<0.5
RP-5 (M-003) Effluent Dioxins & Furans, pg/L (reported values based on detection limit)													
FCDD/PCDF Congeners*	0.0	0.0	0.0	0.0	0.0	0.0	ND	ND	ND	0.0	0.0	0.0	0.0

*TEQ is calculated based on congener concentrations below the reporting limit (RL) set to zero

ND: No Discharge

INLAND EMPIRE UTILITIES AGENCY

Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

CCWRF (M-004) Effluent Remaining Priority Pollutants

Table 21a

CCWRF (M-004) Effluent Remaining Priority Pollutant Metals & CN, µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
Antimony (Sb)	0.6	0.6	0.6	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1.0
Arsenic (As)	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2
Beryllium (Be)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5
Cadmium (Cd)	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25
Chromium (Cr)	<0.5	0.7	0.9	0.7	0.7	0.6	0.5	0.7	1.0	0.8	0.7	0.9	1.0
Copper (Cu)	6.1	6.6	7.1	7.4	6.9	6.6	9.0	8.0	9.8	8.9	7.3	9.4	9.8
Lead (Pb)	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5
Mercury (Hg)	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05	<0.05
Nickel (Ni)	2.3	2.6	2.9	2.9	3.0	3.3	3.2	3.2	3.1	2.6	2.3	2.7	3.3
Selenium (Se)	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2	<2
Silver (Ag)	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25
Thallium (Tl)	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1	<1
Zinc (Zn)	60	81	72	76	92	67	69	71	67	65	69	71	92
CN, Aquatic Free	<2			<2			<2				<2		<2

CCWRF (M-004) Effluent Volatile Organics (EPA Methods 624, 601/602), µg/L

1,1,1-Trichloroethane	<1												<1
1,1,1,2-Tetrachloroethane	<0.5												<0.5
1,1,2-Trichloroethane	<1												<1
1,1-Dichloroethane	<0.5												<0.5
1,1-Dichloroethane	<1												<1
1,2-Dichlorobenzene	<1												<1
1,2-Dichloroethane	<0.5												<0.5
1,2-Dichloropropane	<0.5												<0.5
1,3-Dichlorobenzene	<1												<1
1,4-Dichlorobenzene	<1												<1
2-Chloroethyl vinyl ether	<1												<1
Benzene	<1												<1
Bromodichloromethane	28	33	34	30	32	44	38	39	37	40	43	29	44
Bromoform	<1	<1	<1	3	<1	<1	1	3	<1	3	5	<1	5
Bromomethane	<1												<1
Carbon tetrachloride	<0.5												<0.5
Chlorobenzene	<1												<1
Chloroethane	<1												<1
Chloroform	62	61	69	43	93	74	63	45	75	56	54	60	93
Chloromethane	<1												<1
cis-1,3-Dichloropropene	<0.5												<0.5
Dibromochloromethane	9	11	11	26	7	13	14	24	11	20	24	9	26
Ethylbenzene	<1												<1
Methylene chloride	<1												<1
Tetrachloroethene	<1												<1
Toluene	1												1
trans-1,2-Dichloroethene	<0.5												<0.5
trans-1,3-Dichloropropene	<0.5												<0.5
Trichloroethene	<1												<1
Trichlorofluoromethane	<2												<2
Vinyl chloride	<0.5												<0.5
Acrolein	<2												<2
Acrylonitrile	<0.25												<0.25

INLAND EMPIRE UTILITIES AGENCY

Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report
 CCWRF (M-004) Effluent Remaining Priority Pollutants

Table 21b

CCWRF (M-004) Effluent Base/Neutral and Acid Extractibles (EPA Method 625), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
1,2,4-Trichlorobenzene	<1												<1
1,2-Dichlorobenzene	<1												<1
1,3-Dichlorobenzene	<1												<1
1,4-Dichlorobenzene	<1												<1
2,4,6-Trichlorophenol	<1												<1
2,4-Dichlorophenol	<2												<2
2,4-Dimethylphenol	<1												<1
2,4-Dinitrophenol	<3												<3
2,4-Dinitrotoluene	<1												<1
2,6-Dinitrotoluene	<2												<2
2-Chloronaphthalene	<1												<1
2-Chlorophenol	<1												<1
2-Methyl-4,6-dinitrophenol	<2												<2
2-Nitrophenol	<1												<1
3,3-Dichlorobenzidine	<3												<3
4-Bromophenyl phenyl ether	<1												<1
4-Chloro-3-methylphenol	<1												<1
4-Chlorophenyl phenyl ether	<1												<1
4-Nitrophenol	<3												<3
Acenaphthene	<1												<1
Acenaphthylene	<1												<1
Anthracene	<1												<1
Acobenzene	<1												<1
Benzo(a)anthracene	<3												<3
Benzo(a)pyrene	<3												<3
Benzo(b)fluoranthene	<1												<1
Benzo(g,h,i)perylene	<2												<2
Benzo(k)fluoranthene	<1												<1
Bis(2-chloroethoxy)methane	<2												<2
Bis(2-chloroethyl)ether	<1												<1
Bis(2-chloroisopropyl)ether	<1												<1
Bis(2-ethylhexyl)phthalate	<2			<1			<1			<1			<2
Butyl benzyl phthalate	<1												<1
Chrysene	<1												<1
Dibenzo(a,h)anthracene	<1												<1
Diethyl phthalate	<2												<2
Dimethyl phthalate	<1												<1
Di-n-butyl phthalate	<1												<1
Di-n-octyl phthalate	<1												<1
Fluoranthene	<1												<1
Fluorene	<1												<1
Hexachlorobenzene	<1												<1
Hexachlorobutadiene	<1												<1
Hexachlorocyclopentadiene	<3												<3
Hexachloroethane	<1												<1
Indeno(1,2,3-cd)pyrene	<2												<2
Isophorone	<1												<1
Naphthalene	<1												<1
Nitrobenzene	<1												<1
N-Nitrosodimethylamine	<1												<1
N-Nitroso-di-n-propylamine	<1												<1
N-Nitrosodiphenylamine	<1												<1
Pentachlorophenol	<2												<2
Phenanthrene	<1												<1
Phenol	<1												<1
Pyrene	<1												<1

INLAND EMPIRE UTILITIES AGENCY

Regional Plant Nos. 1, 4, 5, & Carbon Canyon Water Recycling Facility, 2016 NPDES Annual Report

CCWRF (M-004) Effluent Remaining Priority Pollutants

Table 21c

CCWRF (M-004) Effluent Pesticides (EPA Method 608), µg/L

Constituent	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Max.
4,4-DDD	<0.006												<0.006
4,4-DDE	<0.006												<0.006
4,4-DDT	<0.008												<0.008
Aldrin	<0.004												<0.004
Alpha-BHC	<0.008												<0.008
Beta-BHC	<0.005												<0.005
Delta-BHC	<0.007												<0.007
Dieldrin	<0.006												<0.006
Endosulfan I	<0.01												<0.01
Endosulfan II	<0.007												<0.007
Endosulfan Sulfate	<0.009												<0.009
Endrin	<0.009												<0.009
Endrin aldehyde	<0.006												<0.006
Gamma-BHC	<0.01												<0.01
Heptachlor	<0.006												<0.006
Heptachlor epoxide	<0.007												<0.007
Chlordane	<0.1												<0.1
PCB-1016	<0.5												<0.5
PCB-1221	<0.5												<0.5
PCB-1232	<0.5												<0.5
PCB-1242	<0.5												<0.5
PCB-1248	<0.5												<0.5
PCB-1254	<0.5												<0.5
PCB-1260	<0.5												<0.5
Toxaphene	<0.5												<0.5
CCWRF (M-004) Effluent Dioxins & Furans, pg/L (reported values based on detection limit)													
PCDD/PCDF Congeners*	0.0			0.0			0.0			0.0			0.0

*TEQ is calculated based on congener concentrations below the reporting limit (RL) set to zero

APPENDIX C

RECYCLED WATER

USERS AND DEMANDS

FOR FISCAL YEAR 2016/17

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

City of Chino		
Customer Name	Usage Type	Value_AF
Cleveland Farm	Agriculture	1125.24
WESTSTEYN DAIRY	Agriculture	963.82
Cal Poly Pomona	Agriculture	655.55
CW Farms III	Agriculture	374.16
Cleveland Farm #1	Agriculture	349.98
La Bruncherie Farms	Agriculture	328.15
Nyenhius Dairy	Agriculture	235.65
SUPERIOR SOD AIRPORT #1	Agriculture	174
H PLACENICIA NURSERY	Agriculture	71.57
Superior Sod #4	Agriculture	36.72
Superior Sod	Agriculture	0
Chino Agricultural Usage		4314.84
BOBERG ENGINEERING	Construction	86.22
Cleveland Farm	Construction	54.71
DRT GRADING INC	Construction	48.72
Lewin Operating Corp	Construction	31.26
LENNAR HOMES OF CA	Construction	29.29
Oltmans Construction	Construction	2.67
KENCO LOGISTICS	Construction	7.89
BRIDGE HOUSING CORPORATION	Construction	6.69
SARES REGIS GROUP	Construction	4.75
PARKCREST CONSTRUCTION INC	Construction	4.61
TELEPHONE AVE-SIEROTY BLDG	Construction	4.35
Fullmer Construction	Construction	2.41
COLLEGE PARK COMMUNITY ASSOC/HILLSDALE	Construction	2.27
Commerce Construction	Construction	1.92
K R G INC	Construction	1.8
AMPCO NORTH	Construction	1.16
MC KENNA GENERAL ENGINEERING	Construction	0.87
Chino Development Corporation	Construction	0.68
Standard Pacific	Construction	0.64
THREE D SERVICE CO INC	Construction	0.57
STANDARD PACIFIC OF OC	Construction	0.57
LEWIS OPERATING CORP	Construction	0.53
CANNON CONSTRUCTORS	Construction	0.29
MIKE PRlich AND SONS, INC	Construction	0.2
SANCON ENGINEERING	Construction	0.15
HOUSTON & HARRIS PCS INC	Construction	0.11

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

ORANGE COUNTY WATER DISTRICT	Construction	0.07
MILLIE AND SEVERSON	Construction	0.04
WERECK AGE DEMOLITION INC	Construction	0.04
DR Horton	Construction	0.02
KB Homes	Construction	0.02
K HOVNIANIAN HOMES	Construction	0.01
PARK WEST LANDSCAPE MAINTENANCE	Construction	0
Chino Construction Usage		295.53
OLS ENERGY CHINO	Industrial	145.45
Repet Inc	Industrial	18.46
AMERICAN HONDA MOTOR CO INC	Industrial	2.51
Chino Industrial Usage		166.42
City of Chino	Landscape	170.91
COLLEGE PARK COMMUNITY ASSOCIATION	Landscape	116.74
LENNAR HOMES OF CA	Landscape	112.44
PRESERVE MASTER MAINTENANCE CORP	Landscape	101.76
City of Chino Ayala Park	Landscape	96.66
Chino Development Corporation	Landscape	83.53
LEWIS OPERATING CORP	Landscape	70.84
GREAT LAKES ENVIRONMENTAL	Landscape	62
Lewis Operating Corp	Landscape	51.14
KB Homes	Landscape	45.97
MAJESTIC CHINO GATEWAY	Landscape	44.23
DEPT OF CORRECTIONS STATE OF CA	Landscape	39.57
UMA ENTERPRISES INC	Landscape	34.83
National Distribution Center	Landscape	28.97
SARES REGIS GROUP	Landscape	28.07
Tetherwinds Neighborhood	Landscape	22.98
AMERICAN HONDA MOTOR CO INC	Landscape	20.42
STANDARD PACIFIC OF OC	Landscape	17.81
NMS BUILDERS LLC	Landscape	17.45
VIRAMONTES EXPRESS	Landscape	17.33
PRESERVE MASTER MAINTENANCE	Landscape	16.56
Richardson, Don	Landscape	15.44
SYNNEX CORPORATION	Landscape	14.93
Standard Pacific	Landscape	14.64
Central Park Industrial PTNRS	Landscape	14.55
PORT LOGISTICS GROUP	Landscape	14.04
San Bdn County Fairgrounds	Landscape	12.98
Tramel Crow So Cal Inc	Landscape	11.53

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

AGAVE NEIGHBORHOOD ASSOCIATION	Landscape	10.54
American Power Conversion	Landscape	10.08
K-8 SCHOOL (PRESERVE)	Landscape	10.06
COLLEGE PARK COMMUNITY ASSOC/HILLSDALE	Landscape	9.8
PRESERVE MASTER COMMUNITY CORP	Landscape	9.69
SEACOUNTRY HOMES	Landscape	9.49
MC KESSON MEDICAL	Landscape	9.49
EURO-RO OPERATING INC	Landscape	9.21
WESTERN A WEST CA, LLC	Landscape	8.88
MOTIVATIONAL FULFILLMENT	Landscape	8.85
WATSON LAND COMPANY	Landscape	8.57
WAL-MART STORES INC #07-8103	Landscape	8.44
Yorba Industrial Center	Landscape	8.42
MONTE VISTA #3	Landscape	7.91
Evergreen at The Preserve	Landscape	7.62
CP BUSINESS PARK PARTNERS LP	Landscape	7.4
Majestic Management	Landscape	7.34
Chino Industrial Commons-Owners	Landscape	7.31
College Park Community Assoc 2	Landscape	7.19
CITRUS COMMONS	Landscape	7.11
RANCHO DEL CHINO LLC	Landscape	7.04
Warehouse Technology	Landscape	6.95
COLLEGE PARK COMMUNITIES	Landscape	6.94
WELLESLEY NEIGHBORHOOD	Landscape	6.85
NORCO INJECTION MOLDING	Landscape	6.62
OMNIA ITALIAN DESIGN	Landscape	6.59
Chaffey College	Landscape	6.43
5150 EDISON PARTNERS	Landscape	6.29
Sundance Spas	Landscape	5.79
Chino Hills Ford	Landscape	5.56
Woodbury Neighborhood Association	Landscape	5.23
W I I R E	Landscape	5.08
EDE GROUP INC	Landscape	4.84
GILBERT WEST	Landscape	4.7
Panattonis Construction	Landscape	4.45
THE CAMPUS OWNERS CORPORATION	Landscape	4.27
BIRCHWOOD & GREENDRIER COMM ASSOC	Landscape	4.22
WESTERN NATION CONTRACTORS	Landscape	4.05
KPS GLOBAL LLC	Landscape	3.94
CENTREPOINTE DISTRIBUTION CENT	Landscape	3.58

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

Oltmans Construction	Landscape	3.2
CT Storage-Chino LLC	Landscape	3.17
Yoshimura R&D	Landscape	3.05
Central Business Owners Assoc	Landscape	2.81
HARPER CONSTRUCTION	Landscape	2.73
PACIFIC COAST MANUFACTURING	Landscape	2.65
Commerce Construction	Landscape	2.54
DR Horton	Landscape	2.47
Quetico Schaefer Properties	Landscape	2.45
Shamrock Marketing	Landscape	2.37
FUSION 5 CONDO ASSOCIATION	Landscape	2.36
College Park Community Assoc 1	Landscape	2.33
El Prado Rd Business Owners	Landscape	2.22
EVERBLOOM ENTERPRISE LLC	Landscape	2.21
Jasmine Willows HOA	Landscape	2.17
BERKSHIRE COMMUNITY ASSOCIATION	Landscape	2.1
Garrett Concrete	Landscape	2.02
Gro-Power Inc	Landscape	1.98
Yin, Zhihua	Landscape	1.97
Redwood Business Center	Landscape	1.93
Funding Resources	Landscape	1.78
Cal Trans	Landscape	1.77
Kinfine USA Inc	Landscape	1.69
Farrand Enterprises	Landscape	1.62
Collins Company	Landscape	1.49
Valbruna	Landscape	1.3
SCOTT ENGINEERING	Landscape	1.23
HYUNDAI -KIA AMERICA	Landscape	1.14
Preserve Master Community	Landscape	1.13
ORIENTAL WHOLESale	Landscape	1.02
CALATLANTIC HOMES	Landscape	0.99
Evergreen at The Preserve (222671-2)	Landscape	0.98
DBRS Medical System	Landscape	0.79
NEW RAY TOYS INC	Landscape	0.77
Redbuilt LLC	Landscape	0.69
COLONIAL ELECTRIC INC	Landscape	0.54
Chandler Real Properties	Landscape	0.42
Inland Empire Utilities Agency	Landscape	0.22
PERFORMANCE TEAM FREIGHT SYSTEMS	Landscape	0.22
VIKING DISTRIBUTING LLC	Landscape	0.22

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

Southern California Edison	Landscape	0.18
WOODSIDE O5S, LP	Landscape	0.02
MONTE VISTA SPECTRUM #2	Landscape	0.01
Chino Landscape Usage		1650.09
Chino Total Usage		6426.88

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

City of Chino Hills		
Customer Name	Usage Type	Value_AF
Sukut Construction LLC	Construction	55.84
Standard Pacific	Construction	40.06
Jeremy Harris Construction Inc.	Construction	10.26
Fullmer Construction	Construction	3.96
LCD Santa Barbara IN CH LLC	Construction	3.67
Avalonbay Communities, Inc	Construction	2.34
City of Chino Hills	Construction	1.68
KB Homes Coastal Division	Construction	0.77
Chino Hills Construction Usage		118.58
City of Chino Hills	Landscape	253.01
Vellano Sk Inc	Landscape	170.96
Vellano Homeowner	Landscape	112.18
Pinehurst Hills Comm Assoc	Landscape	78.72
Ridgegate HOA	Landscape	76.31
Sycamore Heights Comm Assoc	Landscape	52.15
Big League Dreams	Landscape	50.88
Standard Pacific	Landscape	47.73
EGM Management	Landscape	27.55
BRE Properties	Landscape	24.55
Chino Valley Community Church	Landscape	24.18
Artisan & CH Maint Assoc	Landscape	19.4
Pine Corp Center (4279489)	Landscape	19.39
BAPS Development	Landscape	17.42
Chino Hills Mall	Landscape	17.42
Higgins Ranch Community	Landscape	15.57
Chino Hills Community Center	Landscape	13.28
Loving Savior	Landscape	12.8
Chino Hills Business Park	Landscape	10.54
Fairfield Ranch HOA	Landscape	7.82
Fairfield Ranch BS Ctr Condo Assoc	Landscape	7.69
Fairfield Chino Hills LP	Landscape	7.58
FHF The Heights LLC	Landscape	6.96
Los Serranos Ranch Comm. Assoc.	Landscape	6.65
Felfam,Ltd	Landscape	4.42
Chino Retail	Landscape	4.12
Ridgegate Neighborhood Assoc	Landscape	3.4
DZ Properties, Inc.	Landscape	2.58
Fairfield Ranch	Landscape	2.39

**APPENDIX C
 RECYCLED WATER USES AND DEMANDS
 FY 2016/17**

Natures Image Inc	Landscape	2.34
CVUFD	Landscape	2.04
Hyoung Corp	Landscape	2
Chino Hills Storage	Landscape	1.84
7-Eleven	Landscape	1.65
Century Commercial	Landscape	1.53
Cal Trans	Landscape	1.38
Turner Chino Hills LLC	Landscape	1.22
Lexington	Landscape	0.86
Vista San Juan/ C.C Medical Center	Landscape	0.76
Avalonbay Communities, Inc.	Landscape	0.62
COMTOP	Landscape	0.36
Chino Hills Landscape Usage		1114.25
Chino Hills Total Usage		1232.83

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

Cucamonga Valley Water District (CVWD)		
Customer Name	Usage Type	Value_AF
Lennar Homes (CVWD)	Construction	28.93
City of Rancho Cucamonga	Construction	1.89
San Bernardino county flood control	Construction	0.85
James Mcminn	Construction	0.82
CVWD Construction Usage		32.49
City of Rancho Cucamonga	Landscape	180.47
CalTrans	Landscape	95.45
Oak Creek Ranch Golf Club Inc.	Landscape	62.96
Alta Loma High School	Landscape	54.93
Etiwnada School District	Landscape	53.88
Srathmore Maintenance Corp	Landscape	42.78
Home Depot	Landscape	38.12
Day creek aps	Landscape	35.96
Goodman Rancho SPE, LLC	Landscape	34.01
PSIP WR Etiwanda LLC	Landscape	27.72
O & S Holdings	Landscape	25.72
Bradshaw International, Inc	Landscape	25.71
The Hawthornes	Landscape	19.26
Cal Development LLC	Landscape	18.99
Victoria Gardens (Shea Homes)	Landscape	17.44
Hilemen Development Co.	Landscape	15.73
Frito Lay Inc.	Landscape	14.76
Exchange Professional Center	Landscape	14.35
Owens and Minor Distributing inc	Landscape	13.39
CPT 6th & Cleveland LLC	Landscape	13.02
Canbot Industrial Trust	Landscape	11.43
Stadium Plaza South	Landscape	10.59
Prologis	Landscape	10.46
CIP Real Estate	Landscape	9.54
City of Fontana	Landscape	9.5
Earth Basics	Landscape	9.33
Market Place Properties	Landscape	8.27
O&S (Foothill Crossings)	Landscape	7.33
Stadium Plaza North	Landscape	7.22
Life Way Church	Landscape	7
Southern California Edison	Landscape	6.78
pac r cucamonga lp	Landscape	5.33
TREF RANCHO LLC	Landscape	5.23

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

Richard Dick & Associates	Landscape	3.68
Mission Business Center LLC	Landscape	3.26
DEDEAUX PROPERTIES LLC	Landscape	3.25
Haven Rock	Landscape	2.99
Miliken Corporate Center	Landscape	2.46
CSF INC	Landscape	2.34
Rackafeller group	Landscape	2.01
Stanley Steamers	Landscape	1.2
Miliken Hospitality LLC	Landscape	1.18
Comfort - Pedic Mattress USA	Landscape	1.09
Avis Transmission Technology	Landscape	1.07
Facility Builders & Erectors	Landscape	0.97
Vega Industries	Landscape	0.96
Toyota Motor Sales	Landscape	0.94
ASAP power sports	Landscape	0.91
Wells Fargo Bank	Landscape	0.73
CKE Restaurant Holdings Inc.	Landscape	0.5
Murfco INC.	Landscape	0.47
Bass Pro Shop	Landscape	0.42
Cal National Bank	Landscape	0.35
Starbuck's Coffee	Landscape	0.32
Harrys Pacific Grill	Landscape	0.21
	CVWD Landscape Usage	943.97
	CVWD Total Usage	976.46

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

Inland Empire Utilities Agency (IEUA)		
Customer Name	Usage Type	Value_AF
Genon Energy Plant	Industrial	324.12
IERCF	Industrial	12.53
ESCI	Industrial	1.31
IEUA Industrial Usage		337.96
IEUA Headquarters	Landscape	118.55
Chino Creek Park Evaporation	Landscape	114.12
Chino Cree Wetlands and Educational Park	Landscape	17.76
IEUA Landscape Usage		250.43
IEUA Total Usage		588.39

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

Monte Vista Water District (MVWD)		
Customer Name	Usage Type	Value_AF
Montclair Hi School	Landscape	69.33
Saratoga Park	Landscape	42.75
Montclair Town Center	Landscape	29.25
Sunset Park	Landscape	24.03
Buena Vista Elem School	Landscape	23.68
Monte Vista Elementary School	Landscape	19.57
Kingsley Elem School	Landscape	17.09
Montclair Medical Center	Landscape	14.65
Kingsley Park	Landscape	13.69
Alma Hoffman Park	Landscape	10.97
Sunrise Park	Landscape	9.82
Wilderness Basin Park	Landscape	8.15
Lehigh Elementary School	Landscape	7.92
Library/City Hall	Landscape	7.46
City Hall	Landscape	4.1
Our Lady of Lourdes Church	Landscape	1.63
Demonstration Garden	Landscape	1.07
Golden Girls Park	Landscape	0
	MVWD Landscape Usage	305.16
	MVWD Total Usage	305.16

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

Ontario		
Customer Name	Usage Type	Value_AF
GH Dairy	Agriculture	1386.98
Cleveland Farm	Agriculture	1189.55
Murai Farm	Agriculture	659.8
Legend Dairies (Petersma)	Agriculture	216.26
LaBrucherie Farm	Agriculture	189.34
Li Yuan Farms	Agriculture	173.17
Yoog II Farm Inc.	Agriculture	112.51
Breezy Boots, Inc.	Agriculture	100.67
Trevelde Farm	Agriculture	75.39
Barth Farms	Agriculture	71.57
Rojo Farms	Agriculture	29.76
FRUIT GROWERS SUPPLY	Agriculture	23.84
Akzo Nobel Coatings (Haven B)	Agriculture	1.52
Bootsma Farm	Agriculture	0.02
Ontario Agriculture Usage		4230.38
New Indy Ontario	Industrial	900.92
Cintas	Industrial	95.18
EnCorr Sheets	Industrial	1.76
Ontario Industrial Usage		997.86
James McMinn Inc	Construction	70.38
Foremost Communities Inc	Construction	47
SL Ontario Development Co	Construction	22.32
Brookfield Ontario Builders	Construction	17.91
STICE COMPANY INC	Construction	17.59
Heartland Grading	Construction	14.11
Salsbury Engineering	Construction	7.24
Palmer Ontario Properties	Construction	5.76
The Realty Associates Fund X LP	Construction	5.06
Weka Inc	Construction	4.8
MCC Pipeline	Construction	3.88
Majestic Mgt CCC IV (Bldg. 6)	Construction	3.68
All American Asphalt	Construction	3.35
Tri Pointe Homes	Construction	2.76
STICE COMPANY INC	Construction	2.07
Ryland Homes	Construction	1.45
Oltmans Construction	Construction	1.3
Lennar Homes	Construction	1.29
City of Ontario Street Sweepers	Construction	1.24

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

Advanced Asphalt	Construction	1.1
Utah Pacific Construction Co.	Construction	1.05
American Integrated Services	Construction	0.55
Ontario Construction Usage		235.89
Whispering Lakes Golf Course	Landscape	676.54
Bellevue Cemetery	Landscape	147.6
CCC_N	Landscape	106.32
Brookfield Land Const	Landscape	75.78
Westwind Park	Landscape	59.17
Toyota	Landscape	57.43
Guaasti Park	Landscape	56.34
Munoz Park	Landscape	53.71
CalTrans	Landscape	53.42
City of Ontario (Soccer Complex)	Landscape	52.33
Vineyard STEM School	Landscape	51.02
City of Ontario	Landscape	50.72
CCC-S	Landscape	47.62
Majestic Reality	Landscape	46.31
SMG CBB Arena	Landscape	42.37
Chaffey High School	Landscape	39.36
Ontario Montclair School Dist.	Landscape	38.11
Ontario Center Owners Assoc.	Landscape	37.62
Cal Trans Do8 Ont	Landscape	36.56
Prologis California	Landscape	36.45
The Ontario Center Owners Assoc.	Landscape	36.05
Ontario Center (Founders Garden)	Landscape	34.74
Galvin Park	Landscape	30.88
Centrelake Assn	Landscape	29.73
Parks Dept. (Galvin Park West)	Landscape	29.73
Brookfield Ontario Builders	Landscape	26.33
California Commerce Center	Landscape	25.88
Parkside Ontario Community Assoc	Landscape	25.05
Doubletree	Landscape	24.61
SL Ontario Development Co	Landscape	23.95
Chaffey High School (Valley View)	Landscape	23.63
NMC Builders LLC	Landscape	23.09
Del Norte Elementary School	Landscape	23
Ont/Mont School Dist - Elem School	Landscape	22.67
Pancal Portfolio, LLC	Landscape	22.42
Corona Elementary School (OMSD)	Landscape	21.95

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

Mathis Brothers Furniture	Landscape	21.71
Camden Development Inc	Landscape	21.13
Lennar Homes	Landscape	20.46
Parks Dept. (Veterans Park)	Landscape	20.21
Pier 1 Imports	Landscape	19.95
Vina Danks Junior High	Landscape	19.81
SW Ontario Owner	Landscape	19.52
Kaiser	Landscape	17.62
Ont Convention Center	Landscape	16.47
Cheveron Land	Landscape	16.39
Vineyard Industrial II, LLC	Landscape	16.2
Ontario Motor Speedway Park	Landscape	15.72
Kohls	Landscape	15.64
Airport Corp. Center @ Centrelake	Landscape	15.33
Park Place Master Community Assoc	Landscape	15.16
Vineyard Park	Landscape	14.91
QVC Inc.	Landscape	14.61
Shelby Office Park (PDEV04-006)	Landscape	14.59
Ontario Health Education	Landscape	14.51
AEG Ontario Arena	Landscape	14.32
Archibald Freewat Center Owners Assoc.	Landscape	13.52
Empire Towers	Landscape	12.99
Dorothy Gibson Continuation School	Landscape	12.92
Grove Memorial Park	Landscape	11.09
SJC II/Fourth and Haven	Landscape	10.79
ERP Operating LP (Vintage)	Landscape	10.02
Concours Plaza	Landscape	8.94
Calif Com Cntr Owners (North)	Landscape	8.69
Walmart	Landscape	8.65
Dunpont Business Center	Landscape	7.94
4th Street Retail LLC	Landscape	7.78
Ferrari Corporate Center LLC	Landscape	7.68
Ontario Lodging Associates LLC	Landscape	7.42
Mercedes Benz of Ontario	Landscape	7.27
HMC Architects	Landscape	7.23
Stratham Communities	Landscape	6.93
Parks Dept. (Galanis Park)	Landscape	6.64
City of Ontario (Holt/Gausti West)	Landscape	6.56
MGR Property Management	Landscape	6.36
Ingram Micro	Landscape	6.24

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

RYLAND HOMES OF CA	Landscape	6.18
LBA Realty (4 meters)	Landscape	6.13
Ontario Commerce Park	Landscape	6.03
OM Guasti	Landscape	5.92
Flags Importer	Landscape	5.62
Vineyard Industrial I, LLC	Landscape	5.53
3536 Concours LLC	Landscape	4.84
Niagara Water	Landscape	4.8
Haven Ave LLC	Landscape	4.72
T S Express	Landscape	4.57
Woodside 055LP	Landscape	4.49
City of Ontario (4th/Miliken Parkway)	Landscape	4.33
KB Homes	Landscape	4.2
Passport Food Group	Landscape	4.08
Concours Retail	Landscape	3.86
Oak Hill Court HOA	Landscape	3.77
Parkes Dept. (Haven Parkway)	Landscape	3.69
Custom Goods LLC	Landscape	3.63
Majestic Management	Landscape	3.55
G & K Services	Landscape	3.4
Tri Pointe Homes	Landscape	3.31
Feed the Children	Landscape	3.14
Inland Empire Utilities Agency	Landscape	3.09
Ont Industrial Partn	Landscape	3.07
Mabela LP	Landscape	2.74
Metro Air Service	Landscape	2.74
Golden State Container	Landscape	2.72
Piemonte Business Park (04930593)	Landscape	2.66
CK Restaurants	Landscape	2.64
Poseidon Ontario Airport Plaza	Landscape	2.58
Piemonte 5-story	Landscape	2.58
Target	Landscape	2.51
Wella Mfg	Landscape	2.38
Ontario Airport Center	Landscape	2.3
Piemonte Business Park (04725037)	Landscape	2.24
Nexen Tire America Inc	Landscape	2.23
Ontario Convention Center (North)	Landscape	2.19
Envirokinetics	Landscape	2.11
Ontario Airport Business Park	Landscape	1.94
Foremost Communities Inc	Landscape	1.89

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

Arvato Digital Services LLC	Landscape	1.83
Roshan LLC (La Galleria at the Mills)	Landscape	1.79
Castle Industries	Landscape	1.79
Caliber Collision	Landscape	1.79
Diesel Emissions	Landscape	1.74
City of Ontario (Holt/Gausti East)	Landscape	1.73
Warmington Residential Comm. (04748546)	Landscape	1.72
Vineyard Park Maintenance Corp.	Landscape	1.57
Hino Motor Manufacturing	Landscape	1.56
JK Towngate Property	Landscape	1.56
Just Do It 4 Less.Com LLC	Landscape	1.31
Flex Solutions	Landscape	1.29
Acco America	Landscape	1.24
Wheel Group Holding LLC	Landscape	1.23
BP West Coast Products, LLC #5965	Landscape	1.07
Audi Ontario	Landscape	1.06
Raymer Properties LP	Landscape	0.98
JMS Wineville M. Craitenberger	Landscape	0.87
M. Craitenberger	Landscape	0.76
Piemonte Business Park (04920427)	Landscape	0.76
Metropolitan Warehouse and Delivery	Landscape	0.74
So Cal Mechanical	Landscape	0.73
Fire Station	Landscape	0.7
Parks Dept. (Holt Median W/O Vineyard)	Landscape	0.56
Dupont Airport Partners LLC	Landscape	0.55
Bedford Properties	Landscape	0.5
Dial Chemical	Landscape	0.45
Dura Coat Powder Coating	Landscape	0.42
Pancal Airport C248 LLC C/O CBRE	Landscape	0.4
Sierra Insulation	Landscape	0.4
24 Hour Fitness	Landscape	0.37
Beach Center LLC	Landscape	0.34
Pacific Lewis Properties	Landscape	0.32
Top Gun Paint & Body	Landscape	0.32
Panattoni Development (03453746) 2250 S Archibald	Landscape	0.3
Stein & Roitblat Living Trusts	Landscape	0.24
Wells Com International Group	Landscape	0.24
CBWCD Ely Basin #3	Landscape	0.2
Ontario Collision Center	Landscape	0.09
Kellogg Supply Inc.	Landscape	0.07

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

	Ontario Landscape Usage	2888.4
	Ontario Total Usage	8352.53

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

Recharge Basins		
Customer Name	Usage Type	Value_AF
RP3 Basin	Recharge	5770
7th/8th St. Basin	Recharge	2281
Victoria Basin	Recharge	1621
Ely Basin	Recharge	1491
Turner Basin	Recharge	1236
Declez Basin	Recharge	514
Banana Basin	Recharge	500
Brooks Basin	Recharge	385
Hickory Basin	Recharge	136
San Sevaine Basin 5	Recharge	0
Total Recharge		13934

San Bernardino County		
Customer Name	Usage Type	Value_AF
El Prado Park	Landscape	147.86
El Prado Golf Course	Landscape	116.98
San Bernardino County Landscape Usage		264.84
San Bernardino County Total Usage		264.84

**APPENDIX C
RECYCLED WATER USES AND DEMANDS
FY 2016/17**

Upland		
Customer Name	Usage Type	Value_AF
Garrsion Foothill Nursery	Agriculture	3.11
Tolle Nursery	Agriculture	2.78
Upland Agriculture Usage		5.89
Upland Hills Country Club	Landscape	383.09
City of Upland / Memorial Park	Landscape	81.15
City of Upland / Memorial Park	Landscape	47.99
City of Upland / Sierra Vista Park	Landscape	25.72
Sierra Vista Elementary	Landscape	22.92
Upland Elementary	Landscape	20.99
Upland JR H.S.	Landscape	15.34
Mountain View Estates	Landscape	14.77
San Antonio Hospital	Landscape	9.74
Boquet Estates	Landscape	6.69
Upland Meadows Estates	Landscape	5.66
SCE	Landscape	4.42
Foothill Knolls Elementary	Landscape	4.27
Drydock Depot	Landscape	2.75
Upland Unified School District	Landscape	2.26
Upland Landscape Usage		647.76
Upland Total Usage		653.65

**INFORMATION
ITEM**

5L

Date: November 15, 2017

To: The Honorable Board of Directors

From: P. Joseph Grindstaff, General Manager

Committee: Engineering, Operations & Water Resources Committee



11/08/17

Executive Contact: Chris Berch, Executive Manager of Engineering/AGM

Subject: Regional Water Use Efficiency Programs Annual Report - FY 2016/17

Executive Summary:

The Inland Empire Utilities Agency (IEUA) prepares a comprehensive regional water use efficiency (WUE) programs report that captures all activities that occurred during the prior fiscal year. This report tracks the progress that has been made toward goals and objectives outlined in IEUA's Regional WUE Business Plan. Member agencies receive a regional WUE summary perspective as well as service area specific data and activity that provides the foundation regulatory compliance with State WUE statutes. The report serves as a benchmark for assessing and evaluating overall program performances for planning existing and future programs.

There were approximately 24,170 water saving technologies/services deployed throughout the service area over the last fiscal year representing an estimated annual water savings of 427 acre-feet and a lifetime savings of 4,676 acre-feet.

Staff's Recommendation:

This is an informational item for the Board of Directors to receive and file.

Budget Impact: N *Budgeted (Y/N):* N *Amendment (Y/N):* N *Requested Amount:*

Account/Project Name:

N/A

Fiscal Impact (explain if not budgeted):

N/A

Prior Board Action:

None

Environmental Determination:

Not Applicable

Business Goal:

The Programs are consistent with IEUA'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.

Attachments:

Attachment 1 - FY 2016/17 WUE Programs Preface

Attachment 2 - IEUA Regional Water Use Efficiency Programs Annual Report - FY 2016/17 - PowerPoint

Attachment 3 - IEUA Regional Water Use Efficiency Programs Annual Report - FY 2016/17
[https://www.dropbox.com/s/7u4bker9e4b1rd8/Regional WUE Programs Annual Report-FY16-17 FINAL.pdf?dl=0](https://www.dropbox.com/s/7u4bker9e4b1rd8/Regional%20WUE%20Programs%20Annual%20Report-FY16-17%20FINAL.pdf?dl=0)

Preface
Regional Water Use Efficiency Programs
Annual Report
FY 2016-2017

Beginning in FY 2000/2001, and after the adoption of Inland Empire Utilities Agency's (IEUA) 2000 Urban Water Management Plan, IEUA in partnership with its member agencies established a regional goal and began planning and investing in local water conservation and water use efficiency (WUE) initiatives and actions. Since that time, direct financial investments grew from \$85,000 to over \$1,000,000, annually. Along with those investments, numerous accomplishments were achieved and millions of dollars contributed to the programs through the ability to leverage external funding opportunities whenever possible.

IEUA works closely with member retail agencies to design and implement WUE measures based on established goals and objectives. This has led to the region's success in exceeding water savings goals with lower than anticipated costs. The numerous accomplishments achieved over the past 17 years have been the result of the strong partnership between IEUA and the members who work collaboratively and proactively to implement strategies that create a foundation for future WUE efforts. Since 2010, State initiatives have mandated increased conservation, enhanced efficiency, technological improvements that increase water savings potential, and advancements in methods of communication that provide new opportunities to engage and educate the public.

In June 2016, IEUA completed an update of the 2010 Regional Water Use Efficiency Business Plan (Plan) by transforming the regional objective from deploying traditional WUE efforts to utilizing more sophisticated and effective strategies. The objective of the updated Plan is to deliver a prolonged, increased level of water efficiency by identifying inefficient water users through technology-based software, data gathering, analytics, and GIS mapping. In addition, the Plan also identifies another core component of increased water savings and sustained demand reduction through the adoption of conservation-based rate structures. The five-year Plan establishes a water savings goal of 16,095 acre-feet from newly deployed programs without the adoption of conservation-based rate structures and 33,554 acre-feet with two agencies adopting rate structures by 2021.

Each year, IEUA prepares a comprehensive WUE report that captures all activities that occurred during the prior fiscal year. This report tracks the progress that has been made toward goals and objectives outlined in IEUA's Regional WUE Business Plan. Member agencies receive a regional WUE summary perspective as well as service area specific data and activity that provides the foundation for regulatory compliance with State WUE statutes. Moreover, the report serves as a benchmark for assessing and evaluating overall program performances for planning existing and future programs.

The Agency currently offers a suite of WUE programs that are designed to positively impact individual long-term behavior regarding efficient water use. Over the last fiscal year, there were approximately 24,170 water saving technologies/services deployed throughout the service area and includes some of the following:

- ✓ Residential and Commercial Turf Removal
- ✓ Landscape Installation and Retrofit Programs

- ✓ Freesprinklernozzles.com Voucher Program
- ✓ Landscape Evaluations and Consultations
- ✓ Residential Pressure Regulation Program
- ✓ Residential and Commercial Rebates
- ✓ Technology-Based Software Program
- ✓ Regional Member Agency Aerial Mapping Program
- ✓ Funding support for Member Agency Locally Implemented Programs
- ✓ Funding support for development of Sustainable Water Rate Structures

The water savings achieved through these regional WUE activities is approximately 427 acre-feet per year, with an estimated lifetime savings of 4,676 acre-feet. This new water savings is in addition to IEUA's cumulative lifetime water savings of 138,613 acre-feet for all water efficiency activities since 1992.

Over the last year, the cities of Chino and Chino Hills, and Cucamonga Valley Water District conducted rate studies funded through IEUA and the Santa Ana Watershed Project Authority's Proposition 84 – Drought Assistance Grant. An agency adopting a conservation-based rate structure may achieve a 15% sustained reduction in urban water use within the first year of adoption. It's estimated that 13,350 acre-feet may be saved per year if two agencies implemented a conservation-based rate structure. This is in addition to IEUA's regional core programming. If all three agencies elect to implement the new rate structure, collectively the region could see an estimated annual water savings of up to 40,050 acre-feet.

Policies and practices are shaped largely by core strategies and programs designed to meet regulatory requirements of the following initiatives:

- Surpassing SBX 7-7 - The Water Conservation Act of 2009 (reduction in per capita water use by 20% by 2020)
- Assembly Bill 1881 – The Model Water Efficient Landscape Ordinance
- Making Conservation a California Way of Life
- Future WUE legislation and regulations

Sustained reduction in water use, as mandated by state legislation, will be met through IEUA's member agency regional partnership and IEUA's continued commitment to implement innovative WUE programs that create market transformations. Many of these programs have been made possible through funding partnerships with local agencies, including the Metropolitan Water District of Southern California, the Department of Water Resources, the U.S. Bureau of Reclamation, and public/private partnerships.

Sincerely,

P. Joseph Grindstaff
General Manager
Inland Empire Utilities Agency

Regional Water Use Efficiency Programs Annual Report FY 2016/17



FY 2016-2017 Regional WUE Priorities

- Surpassing SBX 7-7 (2009) – Reduce water use by 20% by 2020
- Assembly Bill 1881 – The Model Water Efficient Landscape Ordinance
- Making Water Conservation a California Way of Life
- Compliance with WUE legislation and regulations
- Regional WUE Business Plan (2015 – 2020)



FY 2016-2017

Water Use Efficiency Programs - Education

- IEUA Residential Landscape Training Workshops
 - 19 residential courses conducted throughout IEUA's service area
- National Theater for Children
 - 92 Theater Performances – 23,730 K-6 students, teachers and parents reached
- Shows that Teach
 - 36 Theater Performances – 10,616 K-6 students, teachers and parents reached
- Garden-In-Every School Program
 - 4 new Gardens installed – 4,929 students, teachers and parents reached (Chino Hills, Montclair, and Ontario)



FY 2016-2017

Water Use Efficiency Programs

Residential Landscape Retrofit	163 sites (239 controllers; 2,124 Nozzles)	19
Residential Controller Upgrade	153 Workshop Attendees 153 controllers Installed	6
Freesprinklernozzles.com Voucher	228 vouchers (7,038 nozzles – Res & CII)	29
Residential Pressure Regulation Pilot	161 sites, 99 reduced pressure	13
Regional Landscape Evaluation and Audit	42 residential / 7 CII	54
SoCalWater\$mart.com	24,121 rebates - Res & CII	306
	Total	427

Res & CII: residential, Commercial, Industrial & Institutional

LIFETIME SAVINGS: 4,676 AF



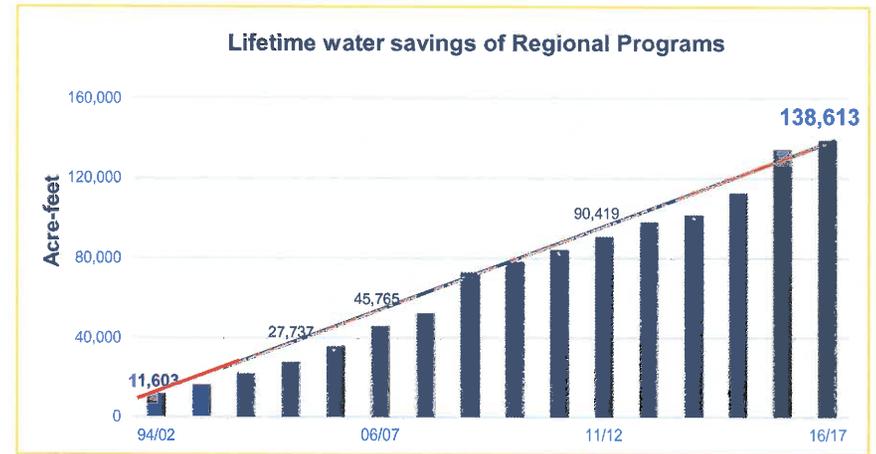
Water Use Efficiency-Transformational

- Technology Based Programming
 - Omni Earth
 - California Data Collaborative
- SAWPA Grant Funded Projects
 - Public Sector/HOA Turf Removal
 - Watershed Wide Aerial Mapping
 - Technology Based Software
 - Customer Engagement
 - Water Meter and NAICS CII Geocoding
 - SARCCUP Smartscape
 - Conservation Based Rate Studies
- Member Agency Support Programs
- Agricultural Pilot Program



FY 2016-2017 Annual WUE Programs Summary

- 24,170 technologies & services
- 427 AF of annual water savings
- Lifetime water savings: 4,676 AF
- FY 2016-2017 Core Programs
 - Education
 - Programmatic
 - Transformational



~138,613 AF of water has been conserved since 1992 through IEUA's water use efficiency programs

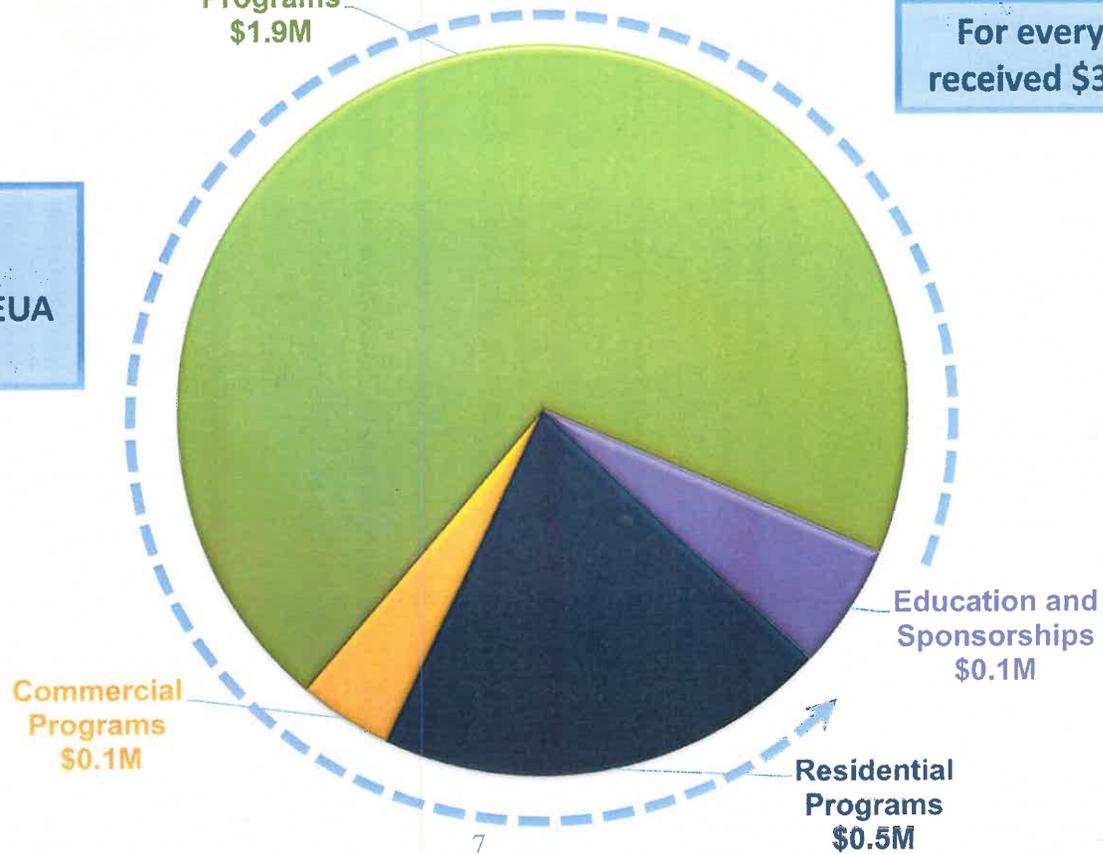


FY 2016-2017 Water Use Efficiency Programs

Landscape Programs
\$1.9M

For every \$1 invested, IEUA received \$3 in external funding

WUE Core Programs
\$2.5M
Funding: 75% External - 25% IEUA
Program Cost per AF: \$153



INFORMATION
ITEM

5M

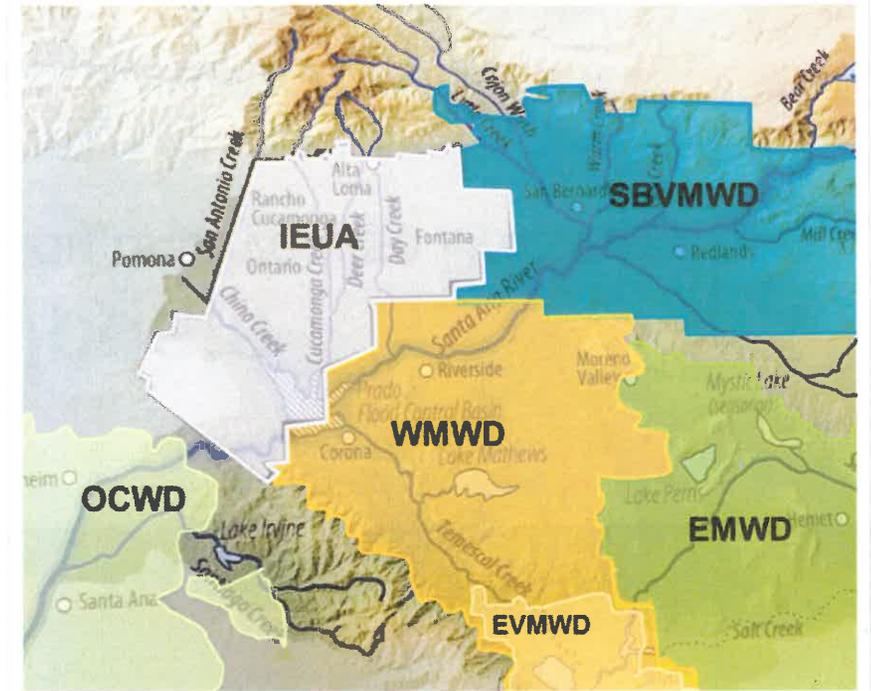
SARCCUP Update

Santa Ana River Conservation & Conjunctive Use Program



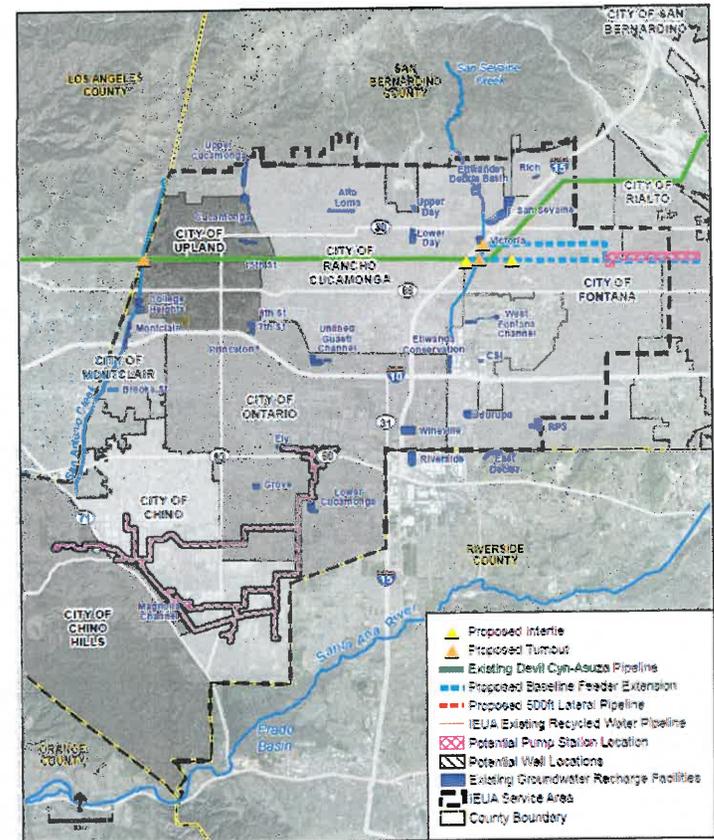
Santa Ana River Conservation and Conjunctive Use Program (SARCCUP)

- Five SAWPA Agencies Project to increase supply reliability
- \$100M (\$55M Grant, \$9M Local Cost Share)
- 180,000 AF Groundwater Storage
- Habitat Improvement
- Regional Water Use Efficiency with 7,200 AF Annual Water Savings



Santa Ana River Conservation and Conjunctive Use Program (SARCCUP): Chino Basin

- Chino Basin would function as storage reservoir
- Water quality improvements
- Potential to offset land subsidence
- Alternative imported water supply
- Assumes consensus on development of Chino Basin Water Bank



SARCCUP Opportunities & Challenges

- Build facilities with 55% external funding
- Limitations to take water in-lieu
- Storage management within Chino Basin
- MWD vs. Non-MWD system access to wet year water
- Value of water supply vs cost of water supply
(estimated supply cost @ MWD Tier 1 rate or higher)



Next Steps

- GM Meeting: November 7, 2017
- SAWPA PA23 Meeting: December 5, 2017

**AGENCY
REPRESENTATIVES'
REPORTS**

6A



SAWPA

SANTA ANA WATERSHED PROJECT AUTHORITY

11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

REGULAR COMMISSION MEETING TUESDAY, NOVEMBER 7, 2017 – 9:30 A.M.

AGENDA

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE** (Susan Lien Longville, Chair)
2. **ROLL CALL**
3. **PUBLIC COMMENTS**
Members of the public may address the Commission on items within the jurisdiction of the Commission; however, no action may be taken on an item not appearing on the agenda unless the action is otherwise authorized by Government Code §54954.2(b).
4. **CONSENT CALENDAR**
All matters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the Commission by one motion as listed below.
 - A. **APPROVAL OF MEETING MINUTES: OCTOBER 17, 2017**
Recommendation: Approve as posted.
5. **NEW BUSINESS**
 - A. **INLAND EMPIRE BRINE LINE RATE MODEL – TASK ORDER (CM#2017.135)**
Presenter: Carlos Quintero
Recommendation: Authorize the General Manager to issue a General Services Agreement and Task Order to Raftelis Financial Consultants, Inc., in an amount not to exceed \$79,517 to prepare the Inland Empire Brine Line Rate Model.
 - B. **PEPPERWEED RESTORATION PROJECT (CM#2017.134)**
Presenter: Carlos Quintero
Recommendation: Receive and file.
 - C. **ACWA GENERAL SESSION MEMBERSHIP MEETING – 2017 FALL CONFERENCE (CM#2017.136)**
Presenter: Rich Haller
Recommendation: Provide direction to staff regarding the nomination/election of ACWA President and ACWA Vice President and proposed amendments to ACWA's Bylaws, and designate a SAWPA voting representative.

D. PROPOSITION 84 PROJECTS STATUS UPDATE

Presenter: Nicole Fortner

Recommendation: Receive and file.

6. INFORMATIONAL REPORTS

Recommendation: Receive for information.

A. CASH TRANSACTIONS REPORT – SEPTEMBER 2017

Presenter: Karen Williams

B. UPDATE ON PA 22 COMMITTEE ACTIVITIES (CM#2017.133)

Presenter: Mark Norton

C. GENERAL MANAGER’S REPORT

D. CHAIR’S COMMENTS/REPORT

E. COMMISSIONERS’ COMMENTS

F. COMMISSIONERS’ REQUEST FOR FUTURE AGENDA ITEMS

7. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(1)

Name of Case: Spiniello Companies v. Charles King Company, Inc., Santa Ana Watershed Project Authority, The Ohio Casualty Insurance Company (Superior Court of Los Angeles BC616589)

8. ADJOURNMENT

Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, please call (951) 354-4230 or email kberry@sawpa.org. Notification at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility for this meeting. Requests should specify the nature of the disability and the type of accommodation requested.

Materials related to an item on this agenda submitted to the Commission after distribution of the agenda packet are available for public inspection during normal business hours at the SAWPA office, 11615 Sterling Avenue, Riverside, and available at www.sawpa.org, subject to staff’s ability to post documents prior to the meeting.

Declaration of Posting

I, Kelly Berry, Clerk of the Board of the Santa Ana Watershed Project Authority declare that on Wednesday, November 1, 2017, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.org and posted in SAWPA’s office at 11615 Sterling Avenue, Riverside, California.

/s/

Kelly Berry, CMC

2017 SAWPA Commission Meetings | Events

First and Third Tuesday of the Month; unless otherwise noticed,
all Commission Workshops/Meetings begin at 9:30 a.m. and are held at SAWPA.)

<p>July</p> <p>7/4/17 No Meeting (Independence Day)</p> <p>7/18/17 Regular Commission Meeting</p> <p>7/31/17 Special Commission Meeting</p>	<p>August</p> <p>8/1/17 Commission Workshop</p> <p>8/15/17 Regular Commission Meeting</p> <p>8/17/17 Special Commission Meeting</p>
<p>September</p> <p>9/5/17 Commission Workshop</p> <p>9/7/17 Special Commission Meeting</p> <p>9/19/17 Regular Commission Meeting</p>	<p>October</p> <p>10/3/17 Commission Workshop</p> <p>10/17/17 Regular Commission Meeting</p>
<p>November</p> <p>11/7/17 Commission Workshop</p> <p>11/21/17 Regular Commission Meeting</p> <p>11/28 – 12/1 ACWA Fall Conference, Anaheim</p>	<p>December</p> <p>12/5/17 Commission Workshop</p> <p>12/19/17 Regular Commission Meeting</p>

SAWPA Compensable Meetings – Other

Unless otherwise noted, all meetings are held at SAWPA.

Commissioners and Alternate Commissioners will receive compensation for attending the meetings listed below, pursuant to the Commission Compensation, Expense Reimbursement, and Ethics Training Policy.

IMPORTANT NOTE: These meetings are subject to change. Prior to attending any meeting listed below, please confirm meeting details by viewing the website calendar using the following link:

<http://www.sawpa.org/events/>

<p>November</p> <p>11/7/17 PA 23 Committee Special Mtg CANCELLED</p> <p>11/14/17 WUE Pillar Mtg 1:30 p.m. Western Municipal Water District 14205 Meridian Parkway, Riverside, CA</p> <p>11/16/17 PA 22 Committee Mtg 8:00 a.m.</p> <p>11/16/17 OWOW Steering Committee Mtg 11:00 a.m.</p> <p>11/16/17 Natural Resources Stewardship Mtg 1:30 p.m.</p> <p>11/16/17 Review of Technical Calibration Study Workgroup 1:30 p.m.</p> <p>11/16/17 CEQA Public Scoping Mtg for SA Sucker Habitat Protection & Beneficial Use Enhancement Project 3:30 p.m.</p> <p>11/27/17 OWOW Disadvantaged & Tribal Communities Pillar Mtg 2:00 p.m.</p>	<p>December</p> <p>12/5/17 PA 23 Committee Mtg 8:30 a.m.</p> <p>12/12/17 WUE Pillar Mtg 1:30 p.m. Western Municipal Water District 14205 Meridian Parkway, Riverside, CA</p> <p>12/13/17 Land Use/Water Planning Pillar Mtg 1:00 p.m.</p> <p>12/28/17 PA 22 Committee Mtg 8:00 a.m.</p> <p>12/28/17 OWOW Pillar Integration Wkshp 9:00 a.m.</p>
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2018 SAWPA Commission Meetings/Events

First and Third Tuesday of the Month

(NOTE: Unless otherwise noticed, all Commission Workshops/Meetings begin at **9:30 a.m.**, and are held at SAWPA.)

January 1/2/18 Commission Workshop 1/16/18 Regular Commission Meeting	February 2/6/18 Commission Workshop 2/20/18 Regular Commission Meeting
March 3/6/18 Commission Workshop 3/20/18 Regular Commission Meeting	April 4/3/18 Commission Workshop 4/17/18 Regular Commission Meeting
May 5/1/18 Commission Workshop 5/8 – 5/11/18 ACWA Spring Conference, Sacramento 5/15/18 Regular Commission Meeting	June 6/5/18 Commission Workshop 6/19/18 Regular Commission Meeting
July 7/3/18 Commission Workshop 7/17/18 Regular Commission Meeting	August 8/7/18 Commission Workshop 8/21/18 Regular Commission Meeting
September 9/4/18 Commission Workshop 9/18/18 Regular Commission Meeting	October 10/2/18 Commission Workshop 10/16/18 Regular Commission Meeting
November 11/6/18 Commission Workshop 11/20/18 Regular Commission Meeting 11/27 – 11/30/18 ACWA Fall Conference, San Diego	December 12/4/18 Commission Workshop 12/18/18 Regular Commission Meeting

**AGENCY
REPRESENTATIVES'
REPORTS**

6B



THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

MWD MEETING AGENDA

Board Meeting

November 14, 2017

12:00 p.m. – Boardroom

November 14, 2017 Meeting Schedule		
8:30 a.m.	Rm. 2-145	L&C
9:30 a.m.	Rm. 2-456	C&LR
11:00 a.m.	Rm. 2-145	RP&AM
12:00 p.m.	Boardroom	Board Meeting

MWD Headquarters Building

• 700 N. Alameda Street

• Los Angeles, CA 90012

1. Call to Order

- (a) Invocation: Edward Villa, Senior Administrative Analyst,
Real Property Group
- (b) Pledge of Allegiance: Director Gloria Gray, West Basin MWD

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 October 10, 2017
(A copy has been mailed to each Director)
Any additions, corrections, or omissions
- B. Report on Directors' events attended at Metropolitan expense for month of October
- C. Approve committee assignments
- D. Chairman's Monthly Activity Report

6. DEPARTMENT HEADS' REPORTS

- A. General Manager's summary of activities for the month of October
- B. General Counsel's summary of activities for the month of October
- C. General Auditor's summary of activities for the month of October
- D. Interim Ethics Officer's summary of activities for the month of October

7. CONSENT CALENDAR ITEMS — ACTION

- 7-1 Adopt CEQA determination and adopt resolution for annexation of the 108th Fringe Area Annexation to Eastern Municipal Water District and Metropolitan. (F&I)

Recommendation:

Option #1:

Adopt the CEQA determination to review and consider the information provided in the 2017 Mitigated Negative Declaration, Addendum, and Mitigation Monitoring Reporting Program; and

- a. **Adopt the Lead Agency's findings, and**
- b. **Adopt resolution consenting to Eastern's 108th Fringe Area Annexation and fixing the terms and conditions of the annexation (Attachment 3 of the board letter dated 11/14/2017), conditioned upon approval by Riverside County's Local Agency Formation Commission' and upon receipt of annexation fee of \$37,225.06.**

- 7-2 Adopt CEQA determination and authorize amendment to agency temporary skilled craft labor agreement with Elite Craftsmen Services to increase the total amount payable each year to \$1 million. (OP&T). **[To be mailed separately]**

- 7-3** Adopt CEQA determination and affirm the General Manager's determination that 655 acres in Beaumont, California identified as Metropolitan Water District of Southern California's parcel number 145-1-1, (APN 424-160-001, -004, -005, -006, -007, -008, -009, -010, -011, -012, -014, -015)("Potrero Creek property") is surplus to Metropolitan's needs. (RP&AM)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed action is not defined as a project, is not subject to CEQA, and is categorically exempt, and

- a. Affirm the General Manager's determination that the Potrero Creek property comprised of 655 acres in Beaumont, California, is surplus and carry out disposition of the property in its current condition; and**
- b. Authorize staff to market and sell the Potrero Creek property at fair market value at the time of sale, in a form approved by the General Counsel.**

END OF CONSENT CALENDAR

8. OTHER BOARD ITEMS — ACTION

- 8-1** Adopt CEQA determination and appropriate \$4.57 million; and award \$3,248,000 contract to J. F. Shea Construction to repair the forebay lining and outlet tower at Lake Mathews (Appropriation No. 15441). (E&O)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed action is categorically exempt; and

- a. Appropriate \$4.57 million; and**
- b. Award \$3,248,000 contract to J. F. Shea Construction to repair the forebay tower and lining at Lake Mathews.**

- 8-2** Adopt CEQA determination and appropriate \$7.17 million; award \$4,866,067 procurement contract to Crispin Valve, LLC for rubber-lined butterfly valves; and award \$771,984 procurement contract to DeZURIK, Inc. for high-performance butterfly valves for the F. E. Weymouth Water Treatment Plant (Appropriation No. 15369). (E&O)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed action has been previously addressed in the certified 2005 Final EIR, Findings, SOC, and MMRP, and that no further environmental analysis or documentation is required; and

- a. Appropriate \$7.17 million;**
- b. Award \$4,866,067 procurement contract to Crispin Valve, LLC for rubber-lined butterfly valves and actuators for the Weymouth plant; and**
- c. Award \$771,984 procurement contract to DeZURIK, Inc. for high-performance butterfly valves and actuators.**

- 8-3** Adopt CEQA determination, appropriate funding for a three year, multi-media water conservation campaign for a not to exceed amount of \$14.7 million, and authorize staff to initiate request for proposals for a consultant contract for this campaign. (C&L)
[To be mailed separately]

- 8-4** 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 Hunt Ortmann Palffy Darling & Mah, Inc. for legal services by \$1.1 million to an amount not to exceed \$2.1 million (Approp. 15389). (L&C)
[To be mailed separately]
[Conference with legal counsel—existing litigation; to be heard in closed session pursuant to Gov. Code Section 54956.9(d)(1)]

8-5 Adopt CEQA determination and report on existing litigation challenging the purchase of property from Delta Wetlands Properties in Contra Costa and San Joaquin Counties, including County of San Joaquin v. Metropolitan Water District of Southern California, et al., San Joaquin County Superior Court Case No. STK-CV-UWM-2016-3597; and Central Delta Water Agency, et al. v. Delta Wetlands Properties, et al., Contra Costa County Superior Court Case No. C16-01022; and authorize an increase in the maximum amount payable under contract with Best, Best & Krieger LLP for legal services by \$400,000 to a maximum amount payable of \$800,000. (L&C) **[To be mailed separately]**
[Conference with legal counsel—existing litigation; to be heard in closed session pursuant to Gov. Code Section 54956.9(d)(1)]

8-6 Adopt CEQA determination and report on existing litigation: San Diego County Water Authority v. Metropolitan Water District of Southern California, et al., San Francisco County Superior Court Case Nos. CPF-10-510830, CPF-12-512466, CPF-14-514004 and CPF-16-515282; the appeal of the 2010 and 2012 actions, Court of Appeal for the First Appellate District Case Nos. A146901 and A148266 and California Supreme Court Case No. S243500; and Los Angeles County Superior Court Case No. BS169881; and authorize an increase in maximum amount payable under contract for legal services with Manatt, Phelps & Phillips, LLP in the amount of \$_____ for a total amount not to exceed \$_____. (L&C) **[To be mailed separately]**
[Conference with legal counsel—existing litigation; to be heard in closed session pursuant to Gov. Code Section 54956.9(d)(1)]

8-7 Adopt CEQA determination and approve Metropolitan Water District of Southern California's salary schedule pursuant to CalPERS regulations. (OP&T) **[To be mailed separately]**

9. BOARD INFORMATION ITEMS

9-1 Update on Conservation Program

9-2 Compliance with Fund Requirements and Bond Indenture Provisions. (F&I)

10. OTHER MATTERS

- 10-1** Report on 2017 Department Head Salary Survey
- 10-2** Adopt the CEQA determination and discuss and approve compensation recommendations for General Manager, General Counsel, and General Auditor

11. FOLLOW-UP ITEMS

12. FUTURE AGENDA ITEMS

13. ADJOURNMENT

NOTE: At the discretion of the Board, all items appearing on this agenda and all committee agendas, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

Each agenda item with a committee designation will be considered and a recommendation may be made by one or more committees prior to consideration and final action by the full Board of Directors. The committee designation appears in parentheses at the end of the description of the agenda item e.g., (E&O, F&I). Committee agendas may be obtained from the Board Executive Secretary.

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**

6C



Regional Sewerage Program Policy Committee Meeting

AGENDA

Thursday, November 2, 2017

4:00 p.m.

Location

Inland Empire Utilities Agency
Boardroom
6075 Kimball Avenue
Chino, CA 91708

Call to Order

Pledge of Allegiance

Public Comment

Changes/Additions/Deletions to the Agenda

1. Technical Committee Report *(Oral)*

2. Action Item

- A. Approval of the October 5, 2017 Meeting Minutes
- B. RP-4 Trident Filter Rehabilitation Construction Contract Award

3. Informational Items

- A. Regional Contract Update/Renewal *(Oral)*

4. Receive and File

- A. Building Activity Update
- B. Recycled Water Distribution – Operations Summary
- C. Engineering Project Updates

5. Other Business

- A. IEUA General Manager's Update
- B. Committee Member Requested Agenda Items for Next Meeting
- C. Committee Member Comments
- D. Next Meeting – December 7, 2017

6. Adjournment

DECLARATION OF POSTING

I, Laura Mantilla, Executive Assistant 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. in the foyer at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA on Monday, October 30, 2017.

Laura Mantilla

**AGENCY
REPRESENTATIVES'
REPORTS**

6D

**CHINO BASIN WATERMASTER
WATERMASTER BOARD MEETING**

11:00 a.m. – October 26, 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 September 28, 2017
2. Minutes of the Watermaster Board Special Meeting held October 13, 2017

B. FINANCIAL REPORTS

1. Cash Disbursements for the month of August 2017
2. Watermaster VISA Check Detail for the month of August 2017
3. Combining Schedule for the Period July 1, 2017 through August 31, 2017
4. Treasurer's Report of Financial Affairs for the Period August 1, 2017 through August 31, 2017
5. Budget vs. Actual Report for the Period July 1, 2017 through August 31, 2017

C. MASTER SERVICE AGREEMENT BETWEEN ACCENT COMPUTER SOLUTIONS, INC. AND CHINO BASIN WATERMASTER

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

D. PROFESSIONAL SERVICES AGREEMENT BETWEEN APPLIED COMPUTER TECHNOLOGIES AND CHINO BASIN WATERMASTER

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

E. SAN ANTONIO WATER COMPANY APPLICATION FOR RECHARGE FOR WATER YEAR 2017/18

Approve San Antonio Water Company's Application for Recharge and direct Watermaster staff to account for this supplemental water recharged in San Antonio Water Company's existing Local Supplemental storage account.

F. CITY OF CHINO HILLS APPLICATION FOR RECHARGE FOR PERIOD AUGUST 2017 THROUGH AUGUST 2025

Approve the City of Chino Hills Application for Recharge and direct Watermaster staff to account for any recharge into the Chino Basin in the appropriate storage account.

G. CALMAT CO. REQUEST FOR INTERVENTION INTO APPROPRIATIVE POOL

File the request for intervention with the Court.

H. NCL CO., LLC REQUEST FOR INTERVENTION INTO APPROPRIATIVE POOL

File the request for intervention with the Court.

II. BUSINESS ITEMS

A. DESALTER REPLENISHMENT OBLIGATION ALLOCATION

No action is being recommended to the Board at this time.

B. GROUND-LEVEL MONITORING COMMITTEE CHANGE IN ANNUAL REPORTING SCHEDULE

Approve the suggested changes to the Ground-Level Monitoring Committee annual reporting schedule and file with the Court.

III. REPORTS/UPDATES

A. LEGAL COUNSEL REPORT

1. Appeal of April 28, 2017 Order
2. Petitions for Extension of Time (State Water Board Permits 19895 and 20753)

B. ENGINEER REPORT

1. Ground-Level Monitoring Program Implementation
2. Storage Management
3. Other efforts

C. CFO REPORT

None

D. GM REPORT

1. DYY Program Update
2. Preservation of Well Data
3. FY 2017/18 First Interim Organization Performance Report
4. November Meeting Schedule
5. Other

E. INLAND EMPIRE UTILITIES AGENCY REPORT

1. Inland Empire Utilities Agency Proposition 1 Application

IV. INFORMATION

1. Cash Disbursements for September 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 Board meeting for the purpose of discussion and possible action.

1. Notices of Appeal from April 28, 2017 Order

VIII. FUTURE MEETINGS AT WATERMASTER

10/26/17	Thu	9:00 a.m.	Ground-Level Monitoring Committee
10/26/17	Thu	11:00 a.m.	Watermaster Board
11/02/17	Thu	10:00 a.m.	Storage Workshop #4
11/09/17	Thu	9:00 a.m.	Appropriative Pool
11/09/17	Thu	11:00 a.m.	Non-Agricultural Pool
11/09/17	Thu	1:30 p.m.	Agricultural Pool
11/16/17	Thu	8:00 a.m.	Appropriative Pool Strategic Planning
11/16/17	Thu	9:00 a.m.	Advisory Committee
11/16/17	Thu	11:00 a.m.	Watermaster Board*

*Accelerated by a week due to the Thanksgiving Holiday.

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: November 15, 2017

To: The Honorable Board of Directors

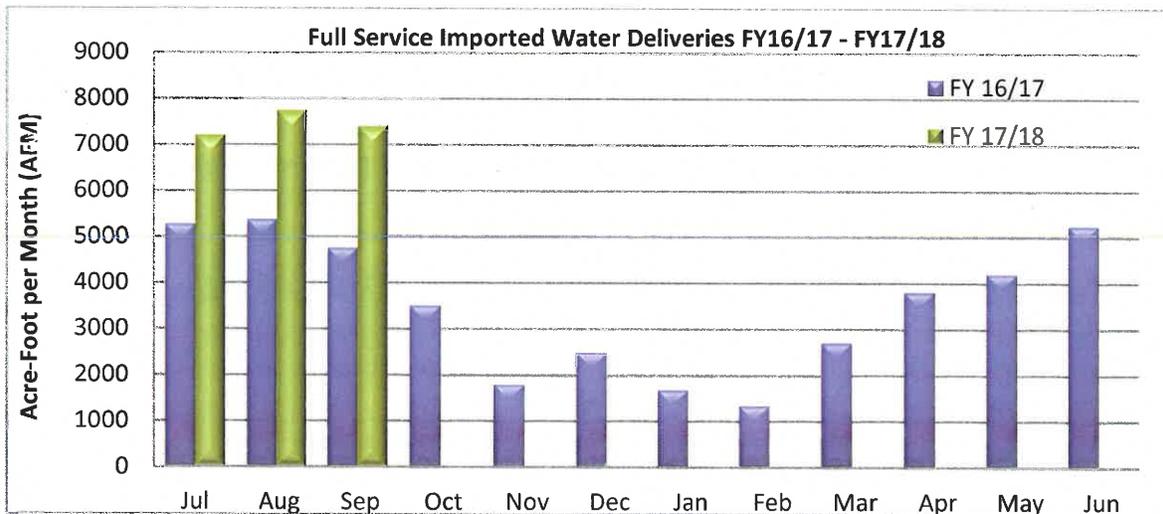
From: P. Joseph Grindstaff, General Manager 

Subject: General Manager's Report Regarding Agency Activities

PLANNING & ENVIRONMENTAL RESOURCES

Imported Water

For FY 2017/18, the full service imported water deliveries for the month of September were higher compared to FY 2016/17.

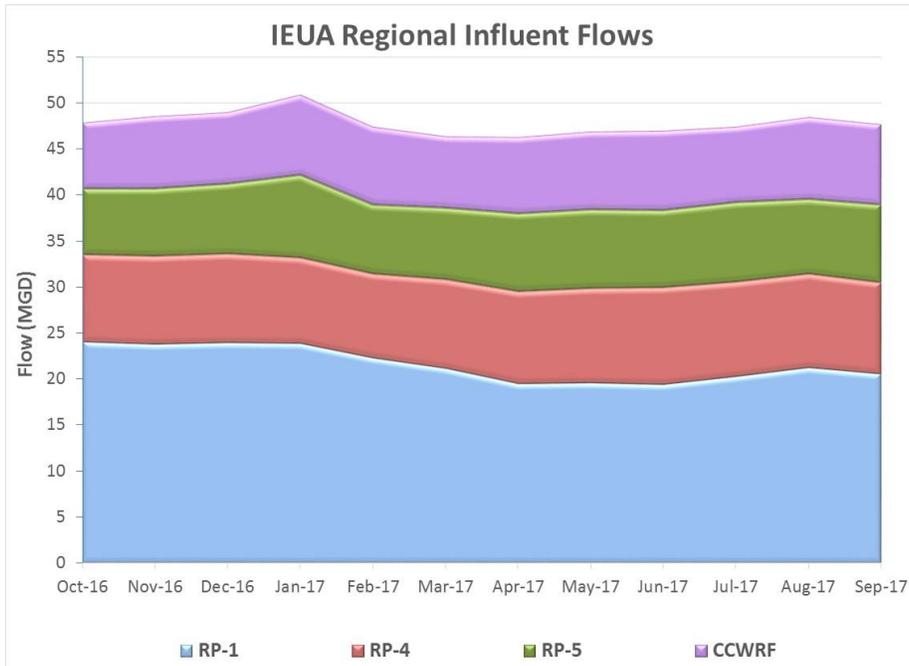


Wastewater

RP-1, RP-4, RP-5, and CCWRF met all the NPDES requirements and effluent / recycled water limitations during the month of September 2017.

1. The Agency-wide average wastewater influent flow for the month of September 2017 was 47.7 million gallons per day (mgd), which is a 0.8 mgd decrease from the August 2017 total influent flow.

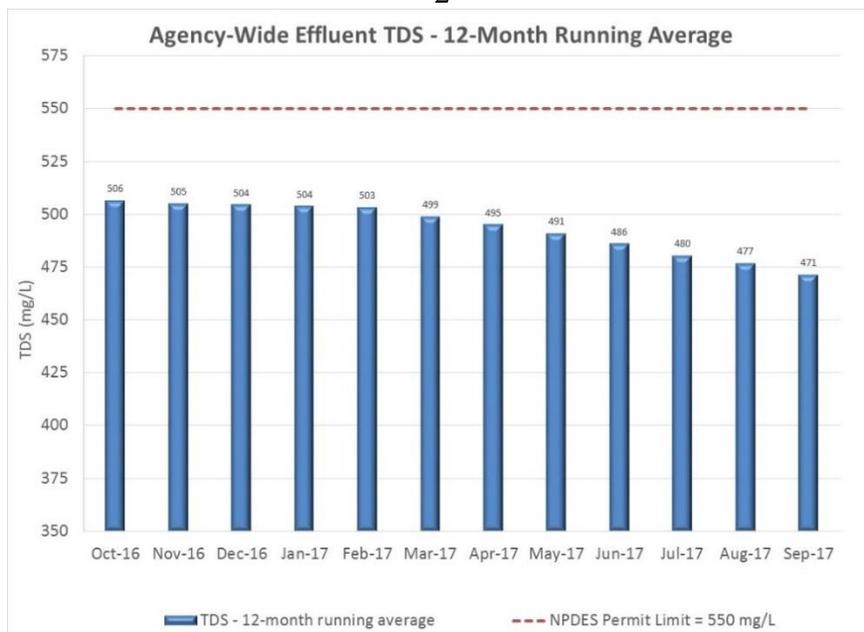
1



2. The discharge permit effluent limit for total inorganic nitrogen (TIN) is 8 mg/L. The 12-month running average TIN value for September 2017 was 5.9 mg/L.

The discharge permit effluent limit for total dissolved solids (TDS) is 550 mg/L. The 12-month running average TDS value for September 2017 was 471 mg/L.

2



Air Quality

With regards to air quality compliance for October 2017, there were no reportable incidents. The Agency is still awaiting compliance determinations from the SCAQMD on-site inspections of RP-5, RP-2, RP-1, and IERCF, conducted in September 2017. Data is being provided to SCAQMD as it is requested.

INLAND EMPIRE REGIONAL COMPOSTING FACILITY UPDATE

Operational Comments

Facility throughput for October averaged approximately 67% of permitted capacity at an average of 382 tons per day of biosolids and 104 tons per day of amendments (based on a 31-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	5,562.72	51,876.39
IEUA	4,630.38	54,244.32
OCSD	1,642.26	12,126.54
TOTAL	11,835.36	118,247.25

Compost Sales

Sales volumes was lower in October 2017 compared to last year, due to an intentional slowing of lower profitable agriculture customers, resulting in revenues increasing compared to last period due to more market diversification. Sales are expected to maintain at approximately 26,000 cubic yards per month through December. Compost inventory in the storage facility is 12,865 cubic yards of finished material.

Monthly Sales Summary

CUBIC YARD	\$/CUBIC YARD	TOTAL REVENUE
25,631.94	\$1.35	\$34,569.24

Fiscal Year-To-Date Sales Summary

MONTH	TOTAL YARDS 2017/2018	TOTAL YARDS 2016/2017	TOTAL REVENUE 2017/2018	TOTAL REVENUE 2016/2017
July	21,518.61	14,898.82	\$31,737.00	\$27,554.05
August	19,226.62	13,973.73	\$37,071.78	\$32,185.36
September	16,170.64	28,277.42	\$35,038.33	\$25,161.07
October	25,631.94	33,118.70	\$34,569.24	\$30,402.44
November		36,746.25		\$26,452.12
December		27,866.97		\$26,088.79
January		7,965.39		\$11,934.94
February		14,371.47		\$20,070.21
March		22,580.72		\$36,895.88
April		14,887.63		\$36,561.10
May		19,121.35		\$39,387.11
June		17,893.20		\$38,379.99
TOTAL	82,547.81	251,701.65	\$138,416.35	\$351,073.06
AVERAGE	20,636.95	20,975.14	\$34,604.09	\$29,256.09

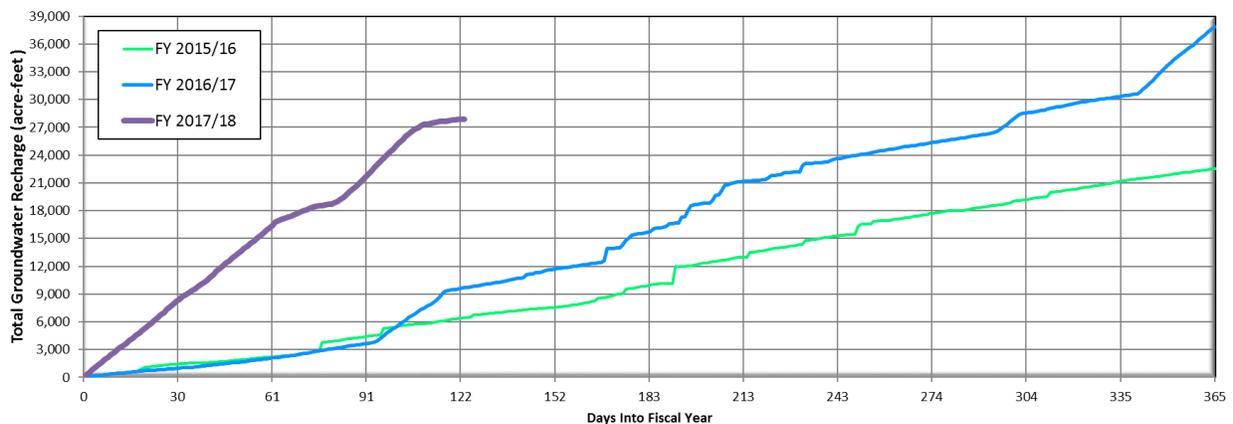
GROUNDWATER RECHARGE

Groundwater Recharge – October 2017 (preliminary)

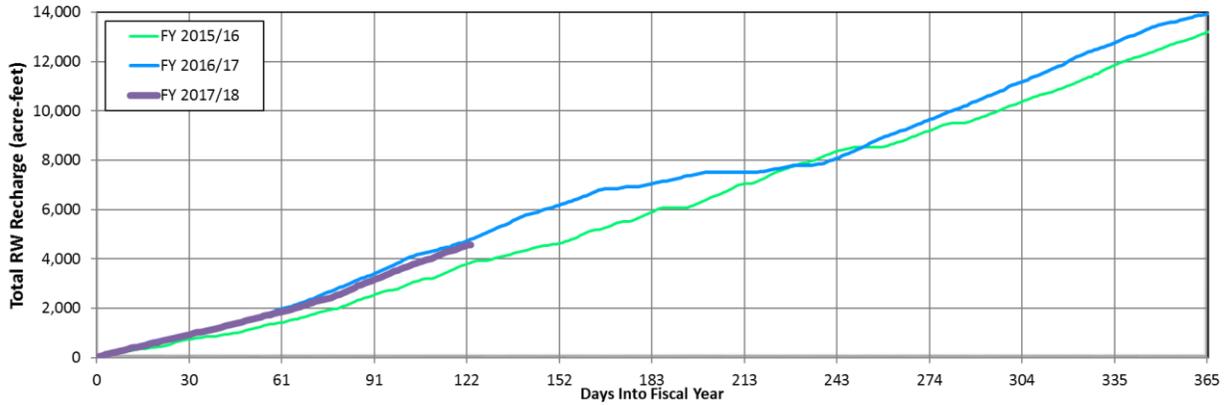
During October 2017, recycled water recharge totaled 1,320 acre-feet. There was 4,289 acre-feet of imported water recharge recharged for the MWD Dry Year Yield Program. Miscellaneous water captured in the recharge basins totaled 61 acre-feet from local runoff and well discharges. There were no rain events.

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 – October 2017



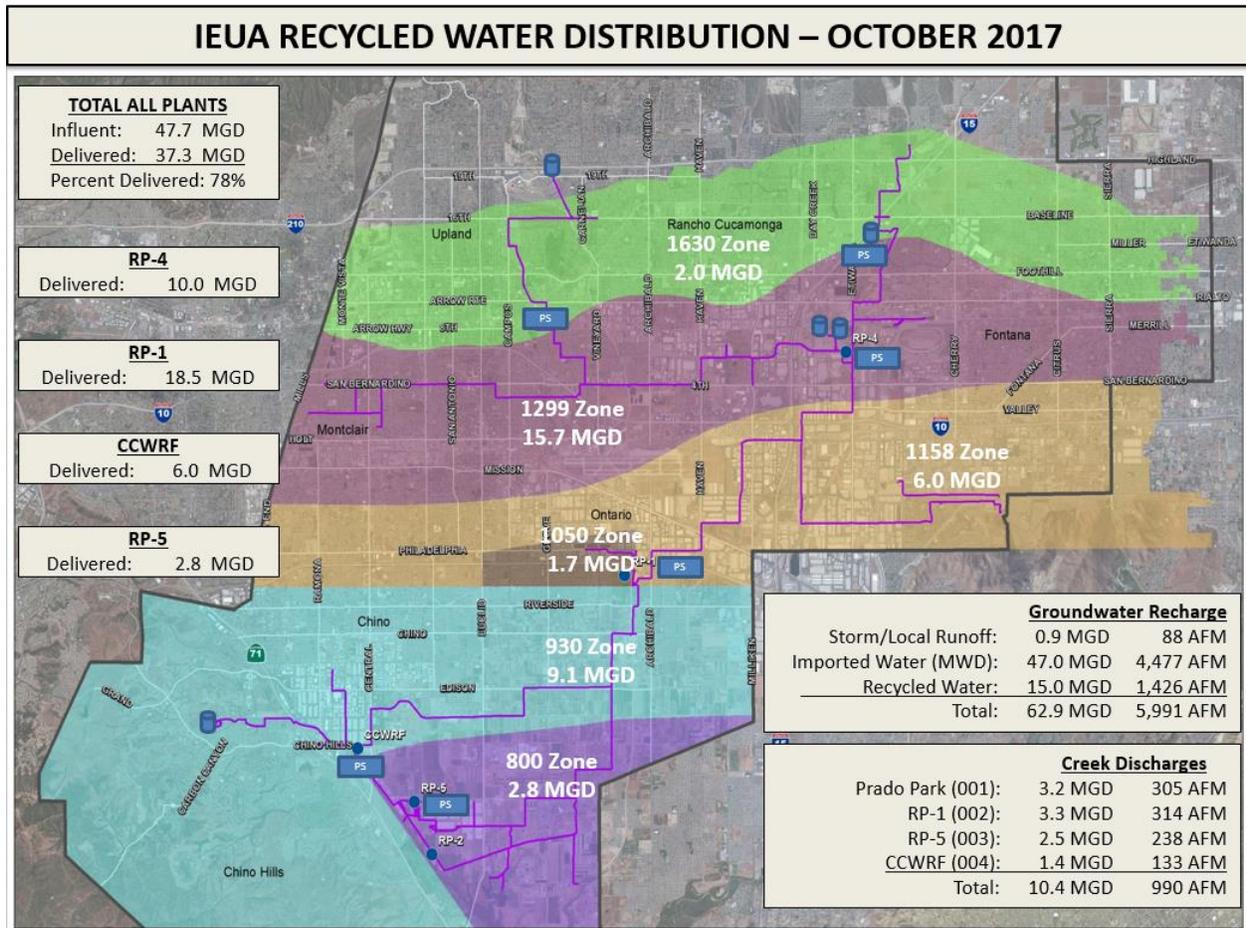
Recycled Water Delivered to Groundwater Recharge – October 2017



RECYCLED WATER

RW Distribution – September 2017 (Preliminary)

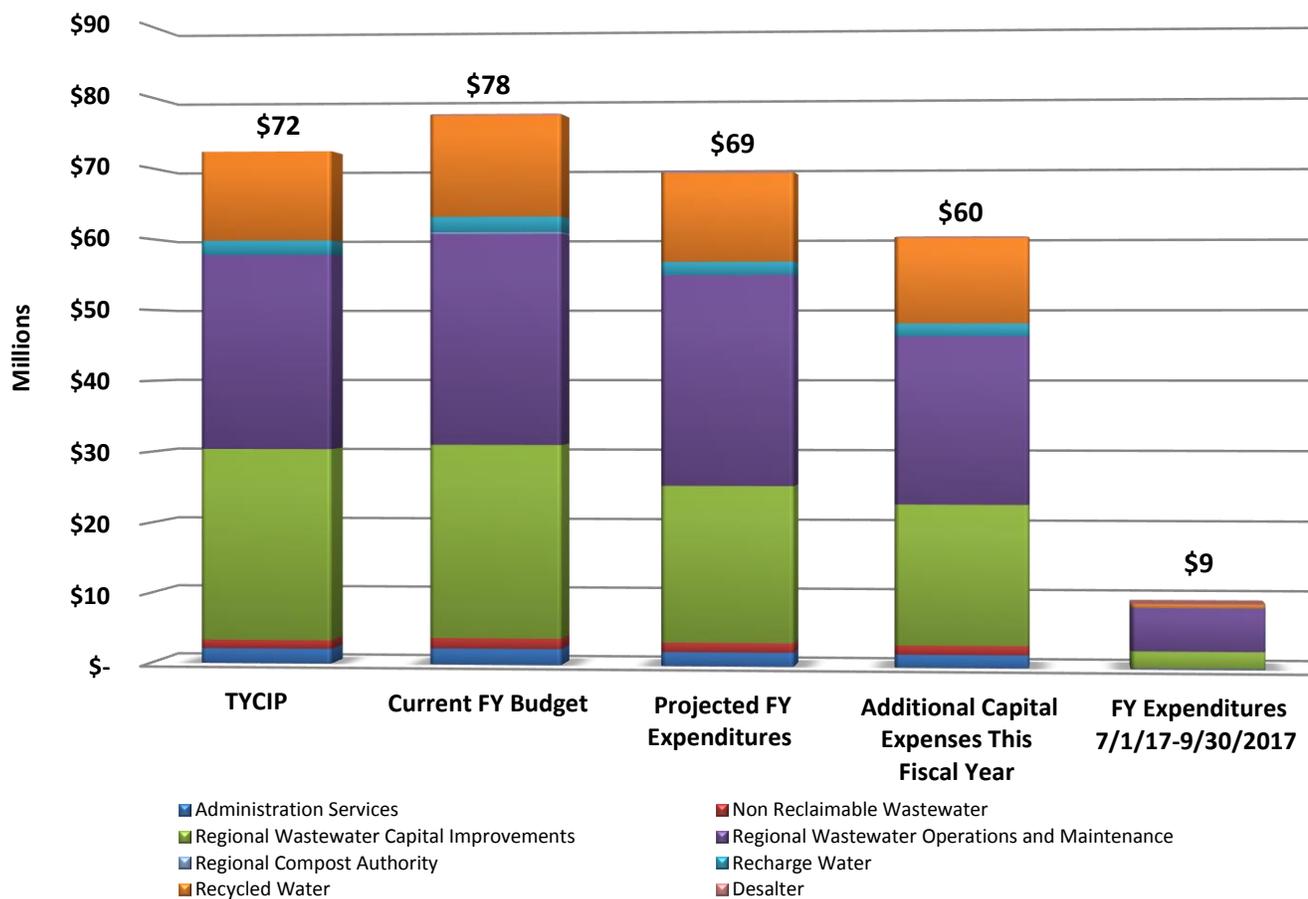
During October 2017, 78% (37.3 MGD) of IEUA recycled water supply (47.7 MGD) was delivered into the distribution system for both direct use customers (22.3 MGD) and groundwater recharge (15 MGD). Plant discharge to creeks feeding the Santa Ana River averaged 10.4 MGD.



ENGINEERING DESIGN & CONSTRUCTION

Engineering and Construction Management’s original TYCIP was \$72,323,068. The TYCIP was amended during the FY 2017/18 rollovers to the current budget of \$77,584,307. As of September 30th, staff has projected to spend \$69,290,751, of which \$9,124,186 has been expended. The following charts summarize the project status update for FY 2017/18.

Engineering and Construction Management FY 2017/18 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: Adoption of Resolution No. 2017-10-1, authorizing IEUA to apply for and enter into a financial assistance agreement with the DPR for the Outdoor Environmental Education Facilities Grant Program; and authorizing the General Manager or his designee to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any amendments thereto, and sign invoices with DPR.

Grant/Loan Application Submitted:

None during this period.

Grant/Loan Applications in Process:

1. State Water Resources Control Board (SWRCB): SRF Loan Application for Chino Basin Watermaster Recharge Master Plan Update (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 (MVWD) Recycled Water Project
4. Title XVI Feasibility Study for the Jurupa Community Services District (JCSD) Intertie Project

Grant/Loan Agreement Negotiation:

The Grants department have been negotiating two Proposition 1 grant agreements with the SWRCB, including:

1. \$11.4M South Archibald Cleanup
2. \$10M Stormwater Implementation

Grants staff have also been negotiating State Revolving Fund (SRF) loan agreements for two of the following seven recycled water capital improvement projects with the SWRCB, including:

1. San Sevaine Basin Improvements
2. Napa Lateral

It is anticipated that funding agreements will be received by the end of Fall 2017.

#	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:

The following is a status update on several existing contracts for various grants and loans:

- SWRCB – Water Quality Laboratory SRF Loan – Invoice #7 for \$596,993
- California Department of Parks and Recreation (DPR) – Water Discovery Field Trip & Bussing Grant Program – Invoice # 10 for \$11,807.00.

Other Department Activities:

In October, staff participated in the following activity:

Site Visit – U.S. Department of the Interior, Bureau of Reclamation (USBR) came for a site visit for the Groundwater Supply Wells and Raw Water Pipelines Project on October 25, 2017. The project managers, Jesse Pompa from IEUA and Cindy Miller on behalf of Chino Basin Desalter Authority (CDA), provided USBR staff with information on the status of the project including:

- Total Project Budget: \$20,333,032
- Total Grant Award: \$5,629,652
- Total Invoiced to Grant: \$2,197,092
- Project Completion: December 2019

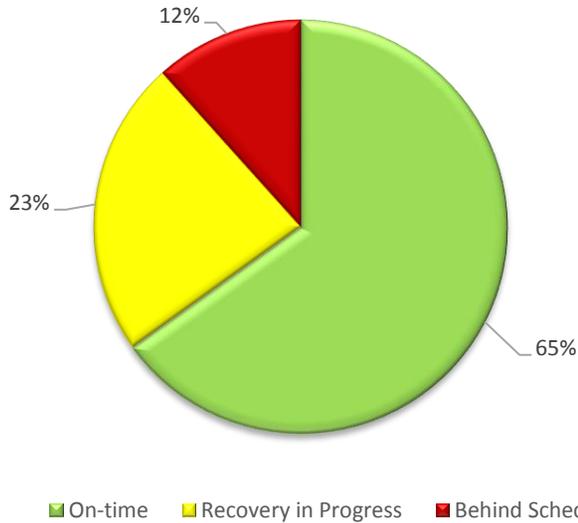
The USBR toured one of the well construction sites that had both drilling and equipping completed.

Attachment A
Bid and Award Look Ahead Schedule

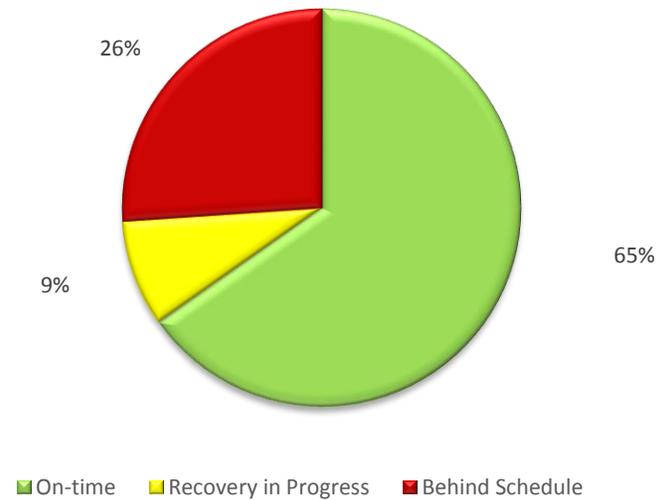
Bid and Award Look Ahead Schedule			
	Project Name	Projected Bid Opening Date	Projected Bid Award Date
	Dec-17		
1	CP16003.00 Headquarters Roofing Replacement	16-Nov-17	20-Dec-17
2	PA17006.02 Aeration Diffuser Panel Replacement	30-Oct-17	20-Dec-17
3	EN17044.00 RP-1 Power Reliability Generator Control Upgrades	12-Sep-17	20-Dec-17
	Jan-18		
4	EN13048.00 RP-1 Power System Upgrades	1-Jan-18	17-Jan-18
5	EN14043.00 RP-5 RW Pipeline Bottleneck	15-Dec-17	17-Jan-18
6	EN17039.00 8th St. Basin RW Turnout Discharge Retrofit	27-Dec-17	17-Jan-18
7	EN17045.00 RP-1 Filter Valve Replacement	20-Dec-17	17-Jan-18
8	WR15021.00 Napa Lateral	7-Dec-17	17-Jan-18
	Feb-18		
10	RW15003.05 RP-3 Basin Improvements (RMPU PID 21)	10-Nov-17	21-Feb-18
	Apr-18		
11	EN11039.00 RP-1 Disinfection Pump Improvements	1-Mar-18	18-Apr-18
12	EN18039.00 Agency-Wide Lighting Pole Replacements and Upgrades	6-Apr-18	18-Apr-18
	May-18		
13	EN18028.00 RP-5 Facilities Improvements	2-Apr-18	16-May-18
14	RW15003.06 Wineville/Jurupa/Force Main Improvements (RMPU PID 23a)	23-Feb-18	16-May-18
	Jun-18		
15	EN17042.00 Digester 6 and 7 Roof Repairs	20-Apr-18	20-Jun-18
16	EN18023.00 NRWS Philadelphia Pump Station Pump 3 Improvements	25-May-18	20-Jun-18
17	RW15003.02 Victoria Basin Improvements (RMPU PID 11)	14-Feb-18	20-Jun-18
18	RW15003.03 Montclair Basin Improvements (RMPU PID 2)	8-Mar-18	20-Jun-18
19	RW15004.00 Lower Day Basin Improvements)	1-Mar-18	20-Jun-18
	Jul-18		
20	EN15012.00 RP-1 Primary Effluent Conveyance Improvements	16-Apr-18	18-Jul-18
21	EN18015.00 Collection System Upgrades 17/18	3-Jul-18	18-Jul-18
	Aug-18		
22	EN18006.00 RP-1 Flare Improvements	3-Jul-18	15-Aug-18
	Sep-18		
23	EN14042.00 1158 RWPS Upgrades	6-Jul-18	19-Sep-18
24	EN17082.00 Mechanical Restoration and Upgrades	6-Jul-18	19-Sep-18
	Oct-18		
25	EN17049.00 Baseline RWPL Extension	10-Sep-18	17-Oct-18

Attachment B
 Active Capital Improvement Project Status

Design Schedule Performance



Construction Schedule Performance



Agency-Wide							
No.	Project ID	Project Title	Total Expenditures thru 9/30/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
1	EN13016	SCADA Enterprise System (EN13016.03, 04)	6,013,676	15,803,331	Recovery in Progress	Design	RP-4/5 Baseline schedule from CDM Smith is more aggressive than we had anticipated or budgeted for. Project schedule and budget will be reassessed in Jan 2018 to determine if money from FY 2018/19 budget needs to be pulled forward.
1a	EN13016	SCADA Enterprise System (EN13016.02* Cost are included in parent project above)			Behind Schedule	Pre-Design	The construction sequencing and strategy for the RP-1 SCADA Migration Project has been changed, and the baseline schedule, as originally developed, is no longer recoverable
2	EN16070	Agency wide Sewage Pumps Efficiencies Improvements Ph II (EN16070.01)	160,146	350,000	On-Time	Construction	
3	EN17034	Agency wide Lighting Improvements - Phase 2	1,117,109	1,400,000	On-time	Construction	
4	EN17052	RP-1 and RP-4 Safety Improvements	475,920	1,019,000	Behind Schedule	Construction	The job is behind on the original schedule, however it will be completed within the newly approved project schedule once applicable change orders requiring additional time are approved.
5	EN17053	Agency wide RW Pumps Overhaul Services Ph II (EN17053.01)	240,461	625,000	On-time	Construction	
6	EN17080	System Cathodic Protection Improvements	15,782	3,510,000	On-time	Consultant Contract Award	
Totals			8,023,095	22,707,331			

General Manager's Report Regarding Agency Activities

November 15, 2017

Page 11 of 16

Carbon Canyon Wastewater Regional Facility (CCWRF)							
No.	Project ID	Project Title	Total Expenditures thru 9/30/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
7	EN17006	CCWRF Odor Control and Headworks Replacements	748,661	23,421,951	On-time	Pre-Design	
8	EN17072	CCWRF Airduct Modifications	29,620	50,000	Recovery in Progress	Design	The design received from the consultant was not feasible. Staff is proceeding with an alternative in-house design and hence the delay. A revised baseline schedule will be created accordingly.
9	EN18036	CCWRF Asset Management and Improvements - Package III	5,662	2,420,000	On-time	Consultant Contract Award	
10	EN18037	CCWRF Asset Management and Improvements - Package II	4,176	950,000	On-time	Consultant Contract Award	
Totals			788,119	26,841,951			
Chino Desalter Authority (CDA)							
No.	Project ID	Project Title	Total Expenditures thru 9/30/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
11	DL37140	CDA IX Piping Replacement	19,081	125,000	On-time	Construction	
12	DL37141	CDA Structures Coating	10,090	195,000	On-time	Construction	
13	EN16021	TCE Plume Cleanup	133,777	17,294,171	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			162,948	17,614,171			
Collections							
No.	Project ID	Project Title	Total Expenditures thru 9/30/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
14	EN13028	Preserve Lift Station	47,724	335,190	On-time	Construction	
15	EN17014	NRWS Manhole Upgrades	95,247	350,000	Behind Schedule	Construction	The contractor is proceeding with the work in a timely manner. Staff will continue to monitor progress and provide any support to minimize further delays.
16	EN17015	Collection System Upgrades	38,934	500,000	Behind Schedule	Construction	The contractor is proceeding with the work in a timely manner. Staff will continue to monitor progress and provide any support to minimize further delays.
17	EN17050	Septic Conversion PDR	-	1,000,000	N/A	Project Evaluation	
18	EN18023	NRWS Philadelphia Pump Station Pump 3 Improvements	3,670	250,000	On-time	Project Evaluation	
19	EN22002	NRW East End Flowmeter Replacement	111,179	1,986,985	On-time	Pre-Design	
Totals			296,754	4,422,175			

General Manager's Report Regarding Agency Activities

November 15, 2017

Page 12 of 16

Groundwater Recharge							
No.	Project ID	Project Title	Total Expenditures thru 9/30/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
20	EN13001	San Sevaine Basin Improvements	780,938	6,460,001	On-time	Construction	
21	EN14047	GWR and RW SCADA Control Upgrades	639,442	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.
22	EN17067	Declaz Monitoring Well Project	72,388	360,000	On-time	Construction	
23	RW15003	Recharge Master Plan Update Projects (RW15003.00,02,03,05,06)	1,356,091	7,490,500	On-time	Design	
24	RW15004	Lower Day Basin RMPU	285,152	4,008,000	On-time	Design	
		Totals	3,134,011	19,250,501			
Headquarters							
No.	Project ID	Project Title	Total Expenditures thru 9/30/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
25	CP16003	Headquarters Roofing Replacement	117,176	1,395,822	Behind Schedule	Bid & Award	To avoid the 2017/18 rain season, the subject project bid solicitation has been delayed to avoid wet weather risk impacts to the project. Additionally, several questions during bidding necessitated issuance of several Addendum, which will delay award by one month. Site construction activities will be scheduled to begin April 2018.
26	EN16049	Conference Rooms Audio Visual Upgrades	890,604	1,351,477	On-time	Construction	
		Totals	1,007,781	2,747,299			
Recycled Water							
No.	Project ID	Project Title	Total Expenditures thru 9/30/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
27	EN15002	1158 Reservoir Site Cleanup	27,383	1,300,000	Recovery in Progress	Project Evaluation	Once SCE provides a firm schedule, the project will be re-baselined to show the revised completion date. It is possible to recover some time lost when the consultant's scope of work is reduced due to the SCE completing the geotechnical investigation.
28	EN16034	RW Pressure Sustaining Valve Installation	33,338	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 2018.
29	EN17039	8th St. Basin RW Turnout Discharge Retrofit	56,851	275,000	Behind Schedule	Design	San Bernardino County Flood Control District (SBCFCD) required plans and specs be resubmitted with copies of permits from Army Core of Engineers (ACOE,) Department of Fish and Game, and Water Board permits prior to construction. Final design package was delivered to SBCFCD on 9/28/17 for review.
30	EN17041	Orchard Recycled Water Turnout Improvements	6,274	125,000	On-time	Design	
31	EN17046	1630 East Pump Station Upgrades	44,859	300,000	N/A	Cancelled	
32	EN17049	Baseline RWPL Extension	22,520	4,950,000	On-time	Consultant Contract Award	
33	WR15021	Napa Lateral	117,708	6,050,000	On-time	Pre-Design	
		Totals	308,933	13,850,000			

General Manager's Report Regarding Agency Activities

November 15, 2017

Page 13 of 16

Regional Water Recycling Plant No. 1 (RP-1)							
No.	Project ID	Project Title	Total Expenditures thru 9/30/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
34	EN11039	TP-1 Disinfection Pump Improvements	561,013	5,700,367	Behind Schedule	Design	The project is currently behind schedule as the 50% design was received late and the 85% design was rejected as incomplete. Some of this delay is due to the delay in physically locating some utilities in the field. Some of the delay is due to value engineering needed to bring cost in-line with the budget. Finally, delays related to data migration make slippage necessary to coordinate these two projects. Based on when the work is scheduled to be completed, the Agency will delay bidding until late January to facilitate bids outside of the Thanksgiving Christmas holiday period. No recovery is possible.
35	EN13048	RP-1 Power System Upgrades	444,269	1,599,000	On-time	Design	
36	EN14019	RP-1 Headworks Gate Replacement	1,069,183	10,350,000	On-me	Construction	
37	EN14042	RP-1 1158 RWPS Upgrades	309,980	4,000,000	On-time	Design	
38	EN15012	RP-1 East Primary Effluent Pipe Rehab	422,827	3,015,598	Recovery in Progress	Design	The consultant has submitted the 85% design submittal and is confident the time can be made up during the final design phase
39	EN15013	RP-1 TWAS and Primary Effluent Piping Replacement 2014	412,929	624,228	On-time	Project Acceptance	
40	EN16024	RP-1 Mixed Liquor Return Pumps	5,467,689	6,636,000	Recovery in Progress	Construction	The project is 53 days behind schedule; roughly 30 days are due to Pioneer (Supplier of the Power Center's) being non-responsive during the submittal process. The additional 23 days are due to pump issues (Xylem) and compatibility with the VFD's (Rockwell). JF Shea may be allowed to proceed with two trains down at a time, which will accelerate the schedule. This will be done only if the contractor has the resources to work within two trains at a time. By doing so, the contractor will make up lost time.
41	EN17040	RP-1 Aeration Basin Panel Repairs	202,388	1,346,269	On-time	Construction	
42	EN17042	Digester 6 and 7 Roof Repairs	431,207	3,800,000	Recovery in Progress	Pre-Design	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 including detailed design and cleaning of Digester 7 with early mobilization.
43	EN17044	RP-1 Power Reliability Building Controls Upgrades	189,295	1,500,000	Behind Schedule	Bid & Award	The schedule will be pushed out as needed to ensure quality of the project. A revised baseline will be provided.
44	EN17045	RP-1 Filter Valve Replacement	7,062	650,000	On-time	Design	
45	EN17047	RP-1 Dewatering Silo/Conveyor Safety Improvement Repairs	116,099	231,000	Behind Schedule	Project Acceptance	Project is complete. Waiting on a small scope change from Baghouse per operations staff request.
46	EN17059	RP-1 Iron Sponges Installation	176,987	600,000	On-time	Construction	
47	EN17077	SBLS Emergency Diversion	19,327	525,000	On-time	Pre-Design	
48	EN17082	RP-1 Mechanical Restoration and Upgrades	33,520	1,515,000	On-time	Consultant Contract Award	
49	EN18006	RP-1 Flare Improvements	219,580	5,380,000	Recovery in Progress	Design	The project is slightly behind schedule during the pre-design phase due to extensive effort applied 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.
50	EN18039	RP-1 Lighting Pole Replacements	6,379	220,000	On-time	Project Evaluation	
51	EN18040	RP-1 Maintenance Building HVAC Replacement	1,108	650,000	On-time	Consultant Contract Award	
52	EN18052	RP-1 Dewatering Building Foam Suppression System Expansion	-	55,000	On-time	Bid and Award	
53	EP17003	RP-1 Training Room	39,283	425,000	On-time	Bid and Award	
54	EN24001	RP-1 Liquid Treatment Capacity Recovery	11,786	182,050,000	On-time	Consultant Contract Award	
55	EN24002	RP-1 Solids Treatment Expansion	7,647	48,050,000	On-time	Consultant Contract Award	
Totals			10,149,559	278,922,462			

General Manager's Report Regarding Agency Activities

November 15, 2017

Page 14 of 16

Regional Water Recycling Plant No. 2 (RP-2)							
No.	Project ID	Project Title	Total Expenditures thru 9/30/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
56	EN17065	Microturbine Design-Build	17,695	2,210,000	N/A	Design	
Totals			17,695	2,210,000			
Regional Water Recycling Plant No. 4 (RP-4)							
No.	Project ID	Project Title	Total Expenditures thru 9/30/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
57	EN14018	RP-4 Disinfection System Retrofit	1,831,324	2,678,042	On-time	Construction	
58	EN17043	RP4 Primary Clarifier Rehab	70,102	6,560,900	On-time	Pre-Design	
59	EN17063	Aqua-Disk Cloth Filter Media Replacement (EN17063.01)	43,645	150,000	Behind Schedule	Construction	Anoxic Splitter Box Gates is behind schedule due to delays in construction at RP1 (MLR Project). Staff will continue to monitor progress and provide any support to minimize further delays. The Aqua-Disk Cloth Filter was completed by Maintenance on schedule.
60	EN17110	RP-4 Process Improvements	345,435	17,396,763	On-time	Pre-Design	
60a	EN17110	RP-4 Trident Filters Rehabilitation and Replacement (EN17110.01 cost are included in parent project above)			On-time	Bid and Award	
61	EN18038	RP-4 Operations and Maintenance Building	5,223	450,000	Recovery in Progress	Project Evaluation	The baseline schedule and the budget will be refined once the evaluation is completed.
Totals			2,295,728	27,235,705			
Regional Water Recycling Plant No. 5 (RP-5)							
No.	Project ID	Project Title	Total Expenditures thru 9/30/2017 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
62	EN11031	RP-5 Flow Equalization and Effluent Monitoring	1,609,660	3,397,200	Behind Schedule	Project Acceptance	The chemical pumps are experiencing signal interference. A Request for Deviation (RFD) has been generated to add a remote I/O control panel at the Tertiary Chemical Facility. IEUA is working with the contractor on a non-compensable time extension.
63	EN14043	RP-5 RW Pipeline Bottleneck	383,989	2,756,637	Recovery in Progress	Bid & Award	The schedule was extended by about five months due to additional and modified scope items and requirements of construction contractors prequalification as required by the SRF Loan guidelines. Part of the lost time may be recovered during the construction phase. Construction is not expected to take one year as originally allocated.
64	EN15008	Water Quality Laboratory	11,216,025	24,645,000	On-time	Construction	
65	EN19001	RP-5 Expansion to 30 mgd	93,660	175,000,000	On-time	Design	
66	EN19006	RP-5 Biosolids Facility	65,467	165,000,000	On-time	Design	
67	PA17006	Agency-Wide Aeration (PA17006.02)	1,242,353	10,120,000	Recovery in Progress	Bid and Award	Thirteen days of negative float will be negated with accelerated delivery of final design.
Totals			14,611,155	380,918,837			
Overall Totals			40,795,779	796,720,432			

General Manager's Report Regarding Agency Activities

November 15, 2017

Page 15 of 16

Attachment C

October 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	RP-1 Potable Water Leak	After repairing the hot water loop for the digester system, a month prior (on EN17019.08), Operations staff noticed an additional leak coming from the same area and further reported an unusual amount of water loss in the system, so the contractor was called back to investigate. Staff found additional leaks on the 12" steel line and made the appropriate repairs	1 - Mobilization 2 - Removal and replacement of existing asphalt 3 - Excavation with shoring as required 4 - Dewatering pump(s), hoses after pipeline has been isolated and drained by IEUA operations 5 - Assess and repair of buried potable water pipeline 6 - Backfill, compaction and pavement replacement in kind 7 - Dechlorinate and Testing of pipeline repair 8 - Demobilization	RP-1	10/25/2017	29,500
Total						29,500

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 9/30/2017	Date of Award	Status
CDA									
1	CDA000000012	W.A. Rasic Construction	Raw Water Line Repair	CDA	TO-035	8,000	963	7/18/2016	Complete
CCWRF									
2	EN17019.10	W.A. Rasic Construction	Carbon Canyon WRF Chlorine Line Leak Repair	CCWRF	TO-046	5,000	4,720	5/2/2017	Complete
3	EN17018.08	W.A. Rasic Construction	CCWRF Underground Chlorine Pipe Leak	CCWRF	TO-051	6,500	16,627	6/13/2017	Complete
RP-1									
4	EN17019.08	Trautwein	RP-1 12" Hot Water Loop Leak/Repair	RP-1	TO-004	9,495	31,624	3/22/2017	Complete
5	EN0000000023	Johnson Power	Backup Generator Rental	RP-1	-	34,193	22,144	3/6/2017	Complete
RP-4									
6	EN17019.03	W.A. Rasic Construction	RP-4 Raw Screening Area	RP-4	TO-039	12,400	12,400	11/9/2016	Complete
7	EN17019.11	Ferreira Construction	RP-4 Biofilter Sump Pump Leak	RP-4	TO-021	8,500	8,078	6/27/2017	Complete
RP-5									
8	EN17017.05	W.A. Rasic Construction	RP-5 Recycled Water Line	RP-5	TO-052	38,000	29,773	6/21/2017	Complete
Agency-Wide									
9	EN17017.04	Ferreira Construction	Edison Ave. RW AV & Blowoff Repair	Agency-Wide	TO-020	25,000	7,472	5/26/2017	Complete
10	EN17018.04	W.A. Rasic Construction	Sink Hole Over the Westside Interceptor Sewer	Agency-Wide	TO-044	9,350	10,300	4/7/2017	Complete
11	EN17018.05	W.A. Rasic Construction	Marlay Ave. Drop MH Repair	Agency-Wide	TO-045	5,000	15,035	4/20/2017	Complete
12	EN17018.06	Trautwein Construction	Sinkhole over 72" Cucamonga Interceptor Sewer in Ontario	Agency-Wide	TO-005	20,000	16,766	5/22/2017	Complete
13	EN17018.07	W.A. Rasic Construction	Sinkhole over 33" Westside Interceptor Schaefer Avenue	Agency-Wide	TO-049	22,000	17,194	5/24/2017	Complete
Totals						203,439	193,096		

General Manager's Report Regarding Agency Activities

November 15, 2017

Page 16 of 16

FY17/18 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 9/30/2017	Date of Award	Status
Recycled Water									
1	EN18017.01	W.A. Rasic Construction	Prologis RW Leak	RW	TO-055	47,966	53,141	7/19/2017	Complete
Agency wide									
2	EN18019.01	W.A. Rasic Construction	Replace a manhole ring at 7400 block of Kimball Ave	Agency-Wide	TO-054	8,500	10,093	7/17/2019	Complete
3	EN18019.02	W.A. Rasic Construction	Sink Hole over the 30" Montclair Int. Sewer	Agency-Wide	TO-056	18,500	1,036	7/31/2017	Complete
4	EN18017.02	W.A. Rasic Construction	14-inch Pipe & Valve Replacement	Agency-Wide	TO-058	50,000	2,137	8/16/2017	Complete
5	EN18017.04	Ferreira Construction	Eucalyptus Ave. Valve Adjustments and Concrete Bollard Adds	Agency-Wide	TO-024	9,293	2,036	9/20/2017	Active
RP-1									
6	EN18019.03	Ferreira Construction	RP-1 Sodium Hypochlorite Tank Leak	RP-1	TO-023	25,000	3,376	8/22/2017	Complete
7	EN18017.03	W.A. Rasic Construction	RP-1 RW Hose Bib Riser Repairs	RP-1	TO-060	48,000	6,276	9/13/2017	Complete
8	EN18019.04	Trautwein Construction	RP-1 12" Hot Water Loop Leak/Repair- CO for EN17019.08	RP-1	CO-0001	40,000	30,989	6/1/2017	Complete
9	EN18019.05	Ferreira Construction	RP-1 Potable Water Leak	RP-1	TO-025	29,500	0	10/25/2017	Active
					Totals	276,759	109,084		