



**AGENDA  
REGULAR MEETING OF THE  
BOARD OF DIRECTORS**

**WEDNESDAY, OCTOBER 21, 2020  
10:00 A.M.**

**INLAND EMPIRE UTILITIES AGENCY\*  
VIEW THE MEETING LIVE ONLINE AT IEUA.ORG  
TELEPHONE ACCESS: (415) 856-9169 / Conf Code: 794 202 809#**

PURSUANT TO THE PROVISIONS OF EXECUTIVE ORDER N-25-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 12, 2020, AND EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020 AND IN AN EFFORT TO PROTECT PUBLIC HEALTH AND PREVENT THE SPREAD OF COVID-19, THERE WILL NO PUBLIC LOCATION FOR ATTENDING IN PERSON.

The public may participate and provide public comment during the meeting by dialing into the number provided above. Alternatively, you may email your public comments to the Board Secretary/Office Manager Denise Garzaro at [dgarzaro@ieua.org](mailto:dgarzaro@ieua.org) no later than 24 hours prior to the scheduled meeting time. Your comments will then be read into the record during the meeting.

**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 email the Board Secretary no later than 24 hours prior to the scheduled meeting time or address the Board during the public comments section of the meeting. 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 AND PROMOTED EMPLOYEE INTRODUCTIONS**

2. **PRESENTATION**

A. **OPTIMUM BASIN MANAGEMENT PROGRAM – presented by Peter Kavounas/Chino Basin WaterMaster**

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**

Approve minutes from the September 2, 2020 Board Workshop/Meeting and September 16, 2020 Board Meeting.

B. **REPORT ON GENERAL DISBURSEMENTS**

Staff recommends that the Board approve the total disbursements for the month of August 2020, in the amount of \$18,348,134.67.

C. **RATIFICATION OF THE RP-1 HOT WATER LOOP REPLACEMENT CONSTRUCTION CONTRACT AWARD (Eng/Ops/WR)**

Staff recommends that the Board:

1. Ratify the construction contract for the RP-1 Hot Water Loop and Valves Replacement, Project No. EN20065, to Ferreira Construction Company, in the amount of \$996,000;
2. Approve a total project budget transfer from the Solids Hot Water Loop Valve Replacement, Project No. EN21040, to the RP-1 Hot Water Loop and Replacement, Project No. EN20065, in the amount of \$560,000; and
3. Authorize the General Manager to execute the contract and budget transfer subject to non-substantive changes.

D. **NSNT SEWER SIPHON REPLACEMENT CONSULTANT CONTRACT AWARD (Eng/Ops/WR)**

Staff recommends that the Board:

1. Award a single source consultant contract for the NSNT Sewer Siphon Replacement, Project No. EN20064, to Michael Baker International, for a not-to-exceed amount of \$241,130; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes.

**E. SANTA ANA RIVER CONSERVATION & CONJUNCTIVE USE PROGRAM (SARCCUP) - MWD AGREEMENT (Eng/Ops/WR)**

Staff recommends that the Board:

1. Approve the Santa Ana River Conservation & Conjunctive Use Program - MWD Agreement; and,
2. Authorize the General Manager to execute the Agreement, subject to non-substantive changes.

**F. SOLE SOURCE PURCHASE FOR CONTINUED FOXBORO DCS SUPPORT (Eng/Ops/WR)**

Staff recommends that the Board:

1. Approve the sole source purchase for continued services with Schneider Electric for a two-year technical support contract for not-to-exceed amount of \$135,395; and
2. Authorize the General Manager to execute the contract.

**4. ACTION ITEMS**

**A. ADOPTION OF RESOLUTION NO. 2020-10-2 FOR IEUA SUPPORT OF THE 2020 UPDATE OF THE CHINO BASIN OPTIMUM BASIN MANAGEMENT PROGRAM**

Staff recommends that the Board adopt Resolution No. 2020-10-2 supporting the 2020 Update of the Chino Basin Optimum Basin Management Program.

**B. ADOPTION OF RESOLUTION NO. 2020-10-1, AMENDING THE 2018 -2021 MOUs FOR ALL GROUPS**

Staff recommends that the Board adopt Resolution No. 2020-10-1, Amending the 2018 - 2021 MOUs for all groups.

**5. INFORMATION ITEMS**

**A. RP-5 EXPANSION PROJECT UPDATE: OCTOBER 2020 (POWERPOINT) (Eng/Ops/WR)**

**B. OPERATIONS DIVISION QUARTERLY UPDATE (POWERPOINT) (Eng/Ops/WR)**

**C. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT) (Eng/Ops/WR)**

**D. CBP UPDATE (ORAL)**

**RECEIVE AND FILE INFORMATION ITEMS**

**E. FIRST QUARTER PLANNING & ENVIRONMENTAL RESOURCES UPDATE (POWERPOINT) (Eng/Ops/WR)**

- F. **TREASURER'S REPORT OF FINANCIAL AFFAIRS (WRITTEN/POWERPOINT)**
  - G. **PLANNING & ENVIRONMENTAL RESOURCES ANNUAL REPORTS (WATER USE, RECYCLED WATER, AND ENERGY) (WRITTEN)***(Eng/Ops/WR)*
  - H. **PUBLIC OUTREACH AND COMMUNICATION (WRITTEN)** *(Community & Leg)*
  - I. **STATE LEGISLATIVE REPORT AND MATRIX FROM WEST COAST ADVISORS (WRITTEN)** *(Community & Leg)*
  - J. **FEDERAL LEGISLATIVE REPORT AND MATRIX FROM INNOVATIVE FEDERAL STRATEGIES (WRITTEN)** *(Community & Leg)*
  - K. **CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT (WRITTEN)** *(Community & Leg)*
6. **AGENCY REPRESENTATIVES' REPORTS**
- A. **SAWPA REPORT (WRITTEN)**  
October 6, 2020 SAWPA Commission meeting. The October 20, 2020 SAWPA Commission meeting was cancelled.
  - B. **MWD REPORT (WRITTEN)**  
October 13, 2020 Board meeting.
  - C. **REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT (WRITTEN)**  
October 1, 2020 Regional Sewerage Program Policy Committee meeting.
  - D. **CHINO BASIN WATERMASTER REPORT (WRITTEN)**  
September 24, 2020 CBWM Board meeting.
  - E. **CHINO BASIN DESALTER AUTHORITY (WRITTEN)**  
October 1, 2020 CDA Board meeting.
  - F. **INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY**  
The next IERCA Board Meeting is scheduled for November 2, 2020.
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. Romero v. IEUA, Case No. CIVDS 2008043

**B. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2) – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Three cases

**C. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

1. Manager of Internal Audit

**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, Denise Garzaro, 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, October 15, 2020.



Denise Garzaro, CMC

**PRESENTATION**

**2A**

# Optimum Basin Management Program

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20 YEARS OF INVESTING IN SUCCESS

OCTOBER 2020





# Why was the OBMP created?

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The Judgment gave Watermaster the discretion, with advice of the Advisory and Pool Committees, to develop an optimum basin management program for Chino Basin, including both water quantity and quality considerations (Paragraph 41).

In 1998, confronted with the then-existing challenges and opportunities facing the Basin, Judge Gunn ordered Watermaster to complete an OBMP by June 30, 2000.



# OBMP

## Implementation Achievements

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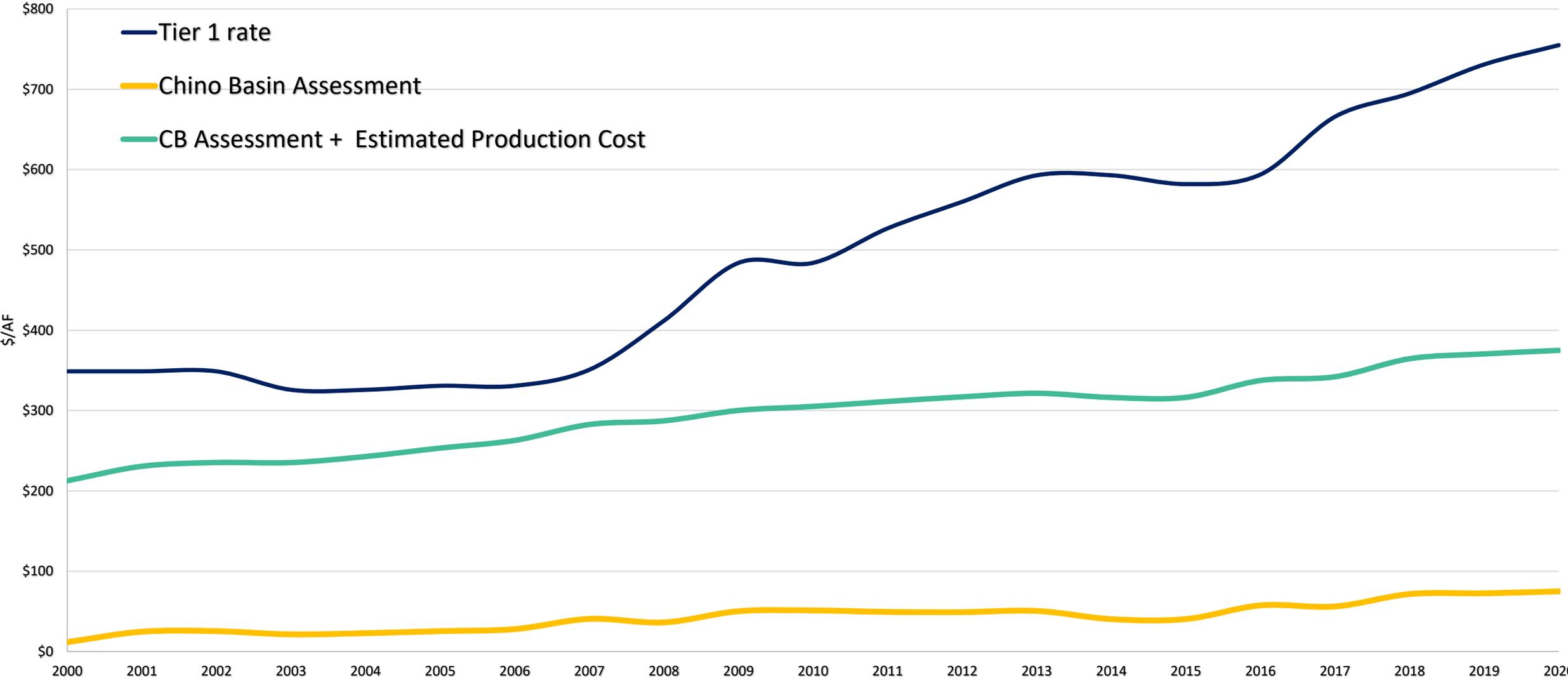
- Recharge
- Land Subsidence Management
- Maximum Benefit
- Desalters



# Investment and Benefits

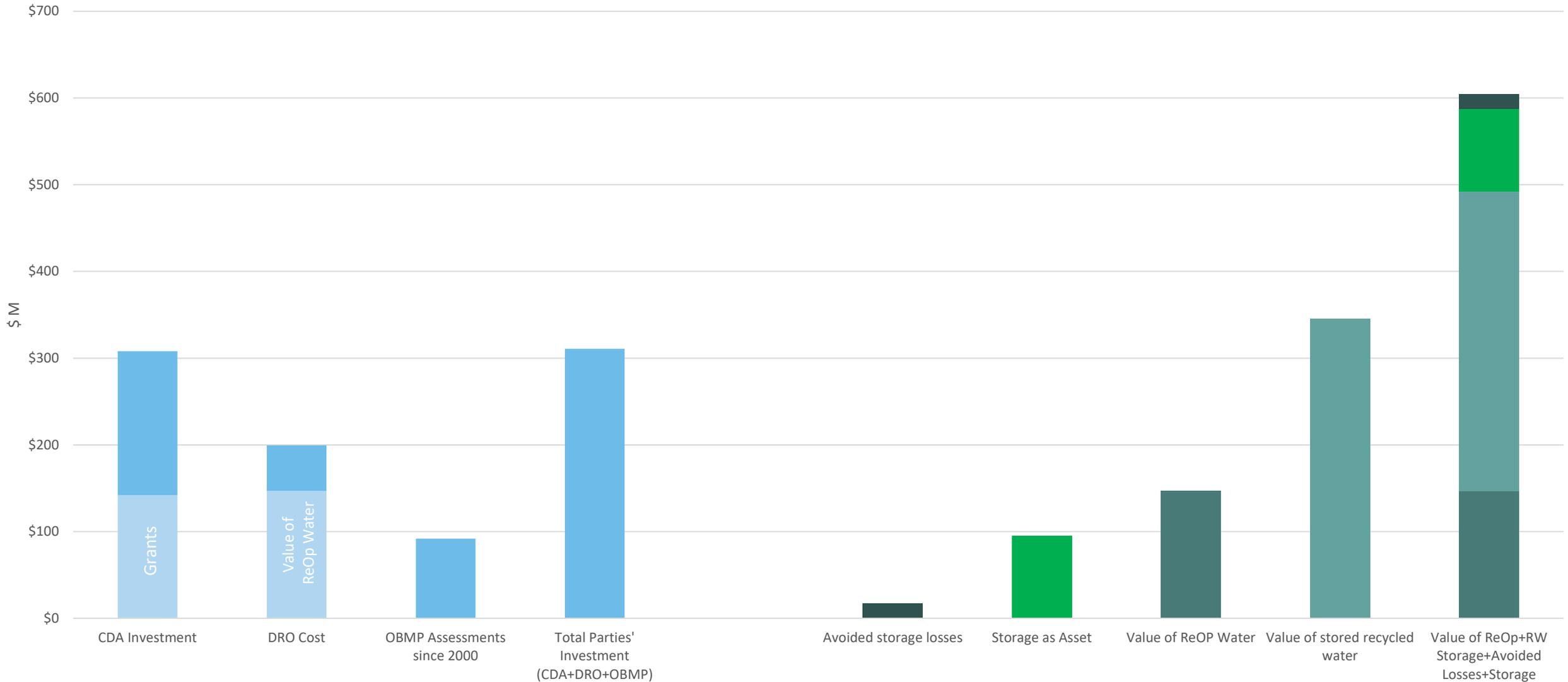
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# CB water value vs first alternative



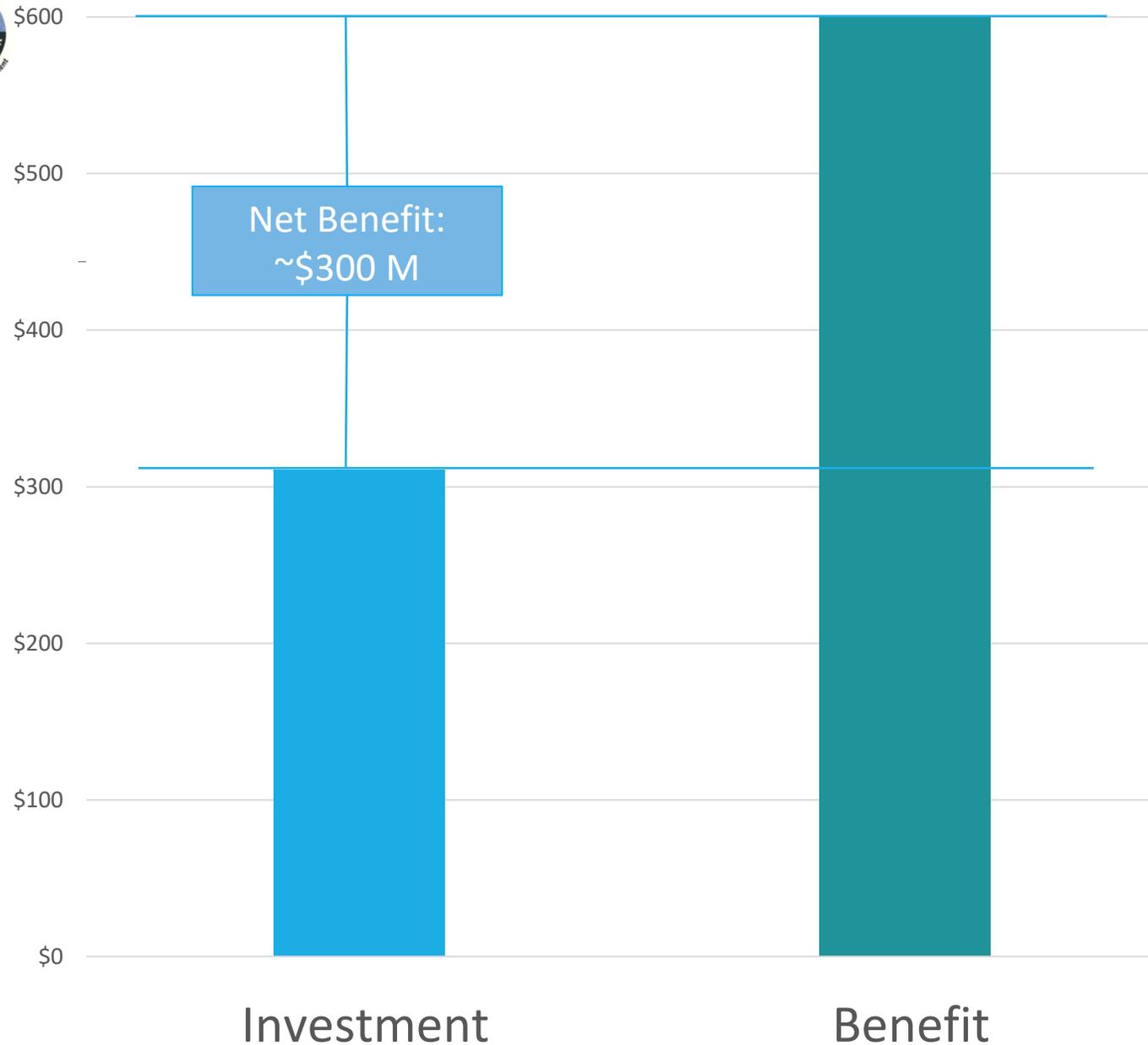


# OBMP Investment and Benefits



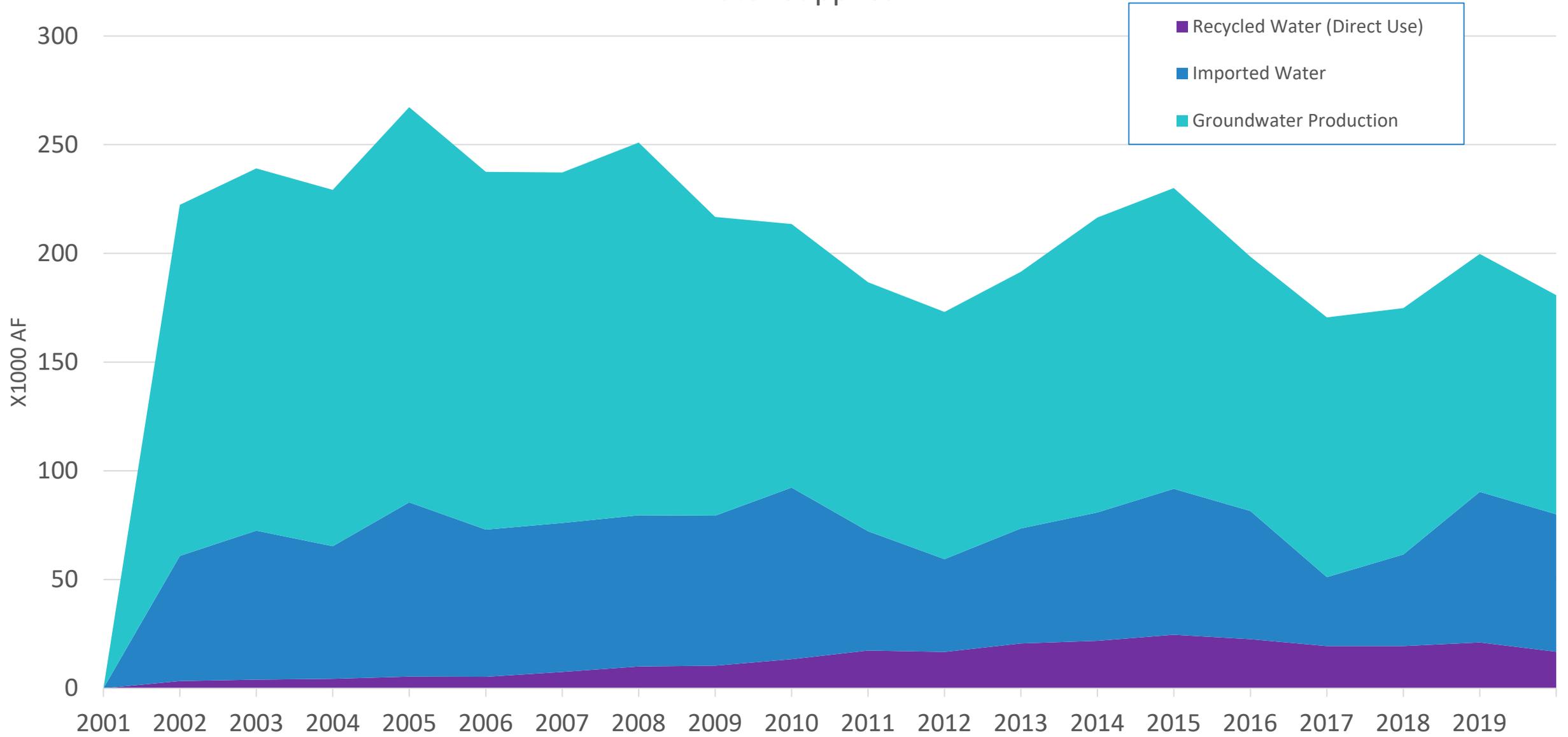


# Other OBMP Benefits

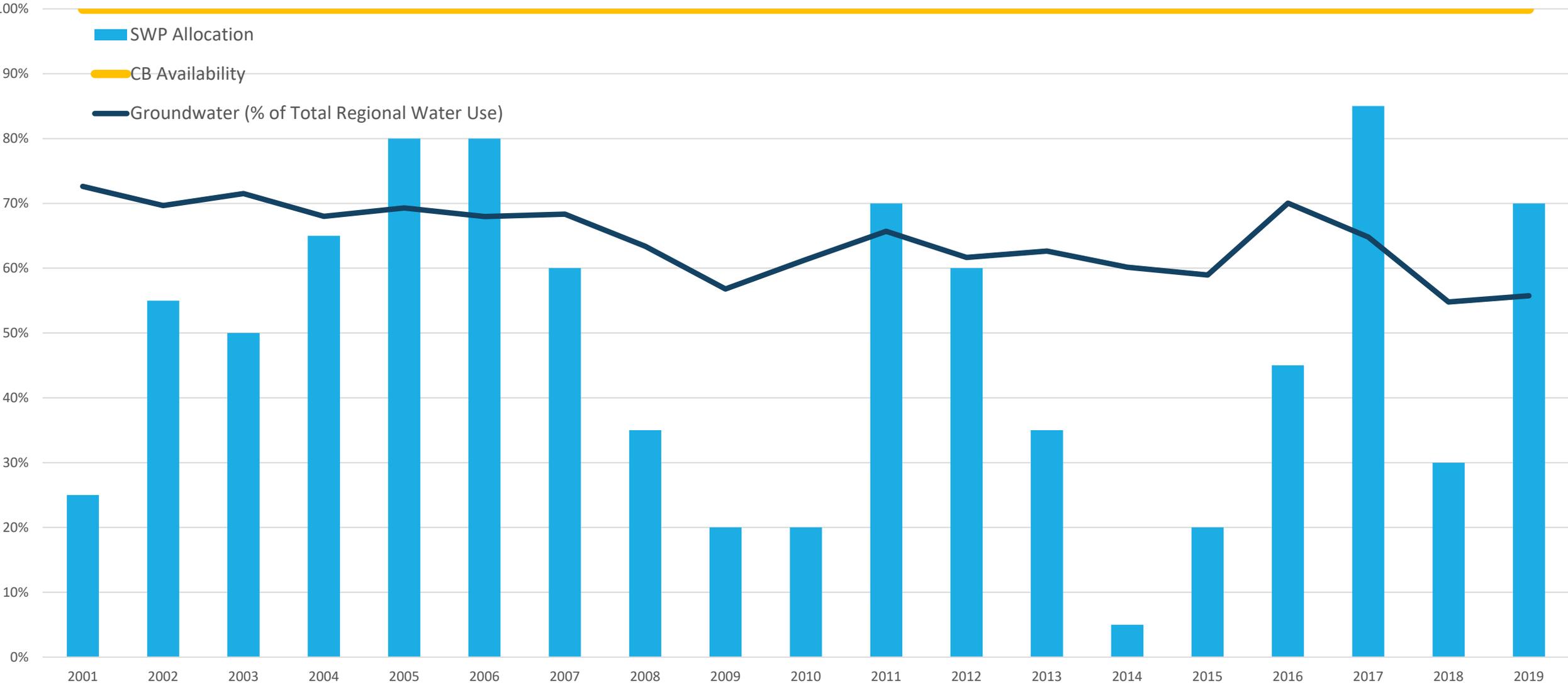


- Transfers of water between parties (cumulative): ~766k AF
- Desalter production (cumulative): ~449k AF
- DYY recharge (cumulative): ~420k AF
- Avoided conflict due to water quality
- Subsidence Management and improved water quality in MZ1
- Avoided conflict due to land subsidence
- Improved resilience to drought

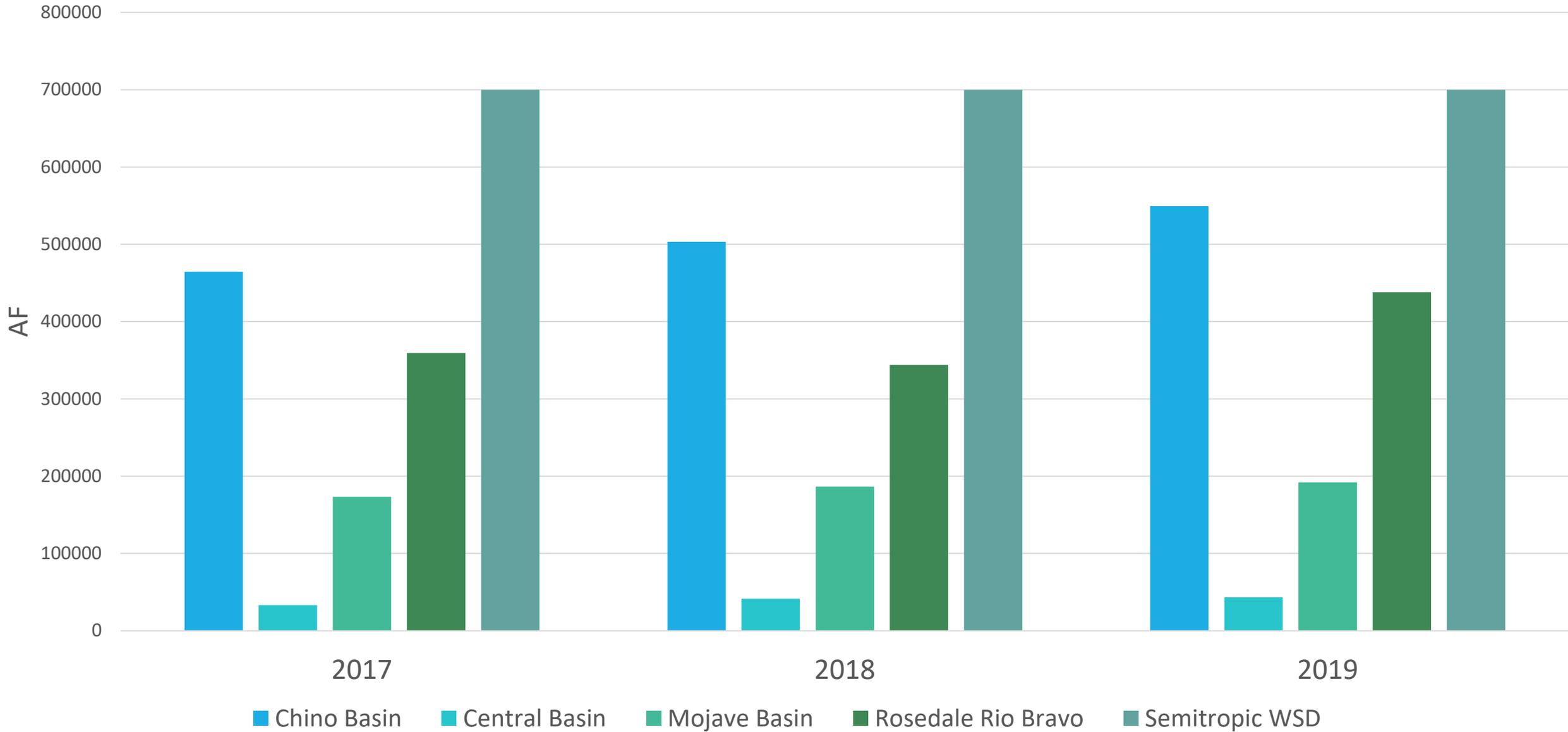
# Water Supplies



# Reliability



# Water in Storage





# OBMP Update, or 2020 OBMP

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NEW CHALLENGES AND OPPORTUNITIES IN BASIN MANAGEMENT



# Why Update the OBMP?

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- The OBMP is a 20-year-old water-resources management program; its implementation through the OBMP-IP was agreed to by the parties (Peace Agreement) and ordered by the Court.
- Much has been accomplished in implementation, but not everything. OBMP implementation is ongoing as part of Program Elements 1 - 9.
- The OBMP Implementation Plan needs to be updated: the OBMP goals remain the same, but the OBMP IP is no longer an accurate description of the status, future actions, and schedule for OBMP implementation.
- The CEQA documentation update would be beneficial to the Chino Basin Parties.



# Process

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- Stakeholder engagement through eight Listening Sessions and four workshops
- Multiple review opportunities
- 2020 OBMP is being finalized and will be presented for Watermaster Board adoption in October (or November)
- Implementation Plan needs to be crafted among all parties; storage element is being considered first
- Environmental Review (CEQA) is necessary to implement activities proposed by parties



# Anticipated benefits

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- Continued and enhanced regional reliability
- New tools to face new water quality challenges
- Enabling full use of storage capacity
- Increased access to grants
- Full beneficial use of the Basin



# Discussion

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**CONSENT  
CALENDAR  
ITEM**

**3A**



**MINUTES OF THE  
WORKSHOP/MEETING OF THE  
INLAND EMPIRE UTILITIES AGENCY  
BOARD OF DIRECTORS**

**WEDNESDAY, SEPTEMBER 2, 2020  
10:00 A.M.**

**DIRECTORS PRESENT via teleconference:**

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

**DIRECTORS ABSENT:**

None

**STAFF PRESENT:**

Shivaji Deshmukh, General Manager  
Laura Mantilla, Interim Board Secretary/Office Manager  
Daniel Solorzano, Technology Specialist I  
Wilson To, Technology Specialist II

**STAFF PRESENT via teleconference:**

Kathy Besser, Executive Manager of External Affairs & Policy Development/AGM  
Christiana Daisy, Executive Manager of Engineering/AGM  
Christina Valencia, Executive Manager of Finance & Administration/AGM  
Jerry Burke, Manager of Engineering  
Javier Chagoyen-Lazaro, Manager of Finance & Accounting  
Robert Delgado, Manager of Operations & Maintenance  
Don Hamlett, Acting Deputy Manager of Integrated System Services  
Jennifer Hy-Luk, Acting Executive Assistant  
Scott Lening, Deputy Manager of Operations  
Kenneth Monfore, Manager of Asset Management  
Scott Oakden, Manager of Operations & Maintenance  
Cathleen Pieroni, Manager of Government Relations  
Craig Proctor, Deputy Manager of Planning & Environmental Resources  
Yvonne Taylor, Acting Executive Assistant  
Teresa Velarde, Manager of Internal Audit  
Jeff Ziegenbein, Manager of Regional Compost Operations

**OTHERS PRESENT via Teleconference:**

Jean Cihigoyenette, JC Law Firm

A meeting of the Board of Directors of the Inland Empire Utilities Agency\* was held via teleconference on the above date.

President Parker called the meeting to order at 10:01 a.m. and led the Pledge of Allegiance. She stated that the meeting is being conducted virtually by video and audio conference. There will be no public location available to attend the meeting; however, the public may participate and provide comments during the meeting by calling into the number provided on the agenda. She added that the public may also view the meeting live through the Agency's website and alternatively, may email comments to the Interim Board Secretary/Office Manager Laura Mantilla at [lmantilla@ieua.org](mailto:lmantilla@ieua.org) no later than 24 hours prior to the scheduled meeting time. Comments will then be read into the record during the meeting.

Interim Board Secretary/Office Manager Laura Mantilla took roll call to establish a quorum. A quorum was present.

### **PUBLIC COMMENT**

President Parker stated that members of the public may address the Board. There were no public comments.

### **ADDITIONS TO THE AGENDA**

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

### **WORKSHOP**

#### **ASSET MANAGEMENT WORKSHOP**

Manager of Asset Management Ken Monfore stated that the purpose of the workshop is to inform the Board of the Agency's asset management status. He stated that IEUA provides water and treated wastewater, safely, compliantly, reliably and sustainably, and can be improved by effectively using the concepts of asset management. Mr. Monfore explained that asset management is an integrated set of processes that minimizes the lifecycle costs of owning, operating, and maintaining at an acceptable level of risk, while delivering established levels of service currently and in the future. A comprehensive asset management program will improve service levels and reduce costs and risks.

Mr. Monfore reported that GHD completed a gap analysis last year and assessed nine areas of asset management which identified that IEUA is in the "Establishing" category. GHD set forth a five-year plan to target the "Competent" or "Enterprising" range. Mr. Monfore stated that the Asset Management department will focus on the culture of collaboration and continued improvements internally and externally. He provided an overview of the breadth of asset management, the six different phases of an asset lifecycle, uptime elements table, plans moving forward, asset management maintenance philosophies, preventive and predictive maintenance, planning and scheduling best practices.

Vice President Hall asked what the Agency pays annually for insurance for the Agency's assets such as property, materials, and facilities. General Manager Shivaji Deshmukh stated that staff would gather the information and provide it to the Board.

Mr. Monfore then reviewed the Asset Condition Assessment Program/Plan and discussed having a strategic plan to assess the life of the assets to be rolled into the budget of the capital improvement projects. Mr. Monfore further explained the benefits of having a dashboard of the 10-year capital improvement program, the development of a good asset management process, and best practice results. He also discussed the cross-agency collaboration and the need for a culture of continual improvement. He further stated that this is a long journey and the Agency will need to focus on the long-term goals.

General Manager Deshmukh stated that the Board's interest is reflective of their support of the Asset Management Program and commented that the initiative is agency-wide from the Board to the staff.

Director Elie noted that the cross-agency collaboration exemplifies the Operations department as being the hub of how things work, and other departments work around that. This shows that management and staff appreciate the operators and everybody else that is onsite during COVID-19.

Director Hofer complimented Mr. Monfore for his presentation and stated it is a complex operation.

President Parker thanked Mr. Monfore for the great presentation. She stated that by having an Asset Management Program the Agency will save money in the long run if the Agency implements the Program.

### **GENERAL MANAGER'S COMMENTS**

General Manager Deshmukh stated that for the 22<sup>nd</sup> consecutive year, the Agency has received the Certificate of Achievement for Excellence in financial reporting for IEUA's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2019, which was awarded by the Government Finance Officers Association. He congratulated the Finance and Accounting department for leading the effort.

He stated that the American Society of Civil Engineers (ASCE) honored the San Sevaine Basin Improvements Project as a recipient of their Sustainable Category Award. ASCE felt the project was a great representation of what the civil engineering profession brings to the community. The Award will be presented to staff at an annual banquet on September 24.

He lastly reported that September 1 was recognized as "Protect Your Groundwater Day." This is an annual observance established to highlight the responsible development, management and use of groundwater. External Affairs staff implemented social media messaging to highlight this day.

### **BOARD OF DIRECTORS REQUESTED FUTURE AGENDA ITEMS**

There were no requested future agenda items.

### **DIRECTORS' COMMENTS**

There were no comments from the Board of Directors.

### **CLOSED SESSION**

The Board went into Closed Session at 11:12 a.m., A. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2) – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: One (1) case.

The meeting resumed at 11:32 a.m., and General Counsel Jean Cihigoyenette stated that the below-mentioned matters were discussed in Closed Session, and the Board took the following actions:

Regarding Conference with Legal Counsel – Anticipated Litigation:

One (1) case

The Board took no reportable action.

With no further business, President Parker adjourned the meeting at 11:33 a.m.

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Steven J. Elie, Secretary/Treasurer

**APPROVED: OCTOBER 21, 2020**



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

**WEDNESDAY, SEPTEMBER 16, 2020  
10:00 A.M.**

**DIRECTORS PRESENT:**

Kati Parker, President  
Steven J. Elie, Secretary/Treasurer  
Michael Camacho

**DIRECTORS PRESENT via Teleconference:**

Jasmin A. Hall, Vice President  
Paul Hofer

**DIRECTORS ABSENT:**

None

**STAFF PRESENT:**

Shivaji Deshmukh, General Manager  
Christiana Daisy, Executive Manager of Engineering/AGM  
Mike Frazier, Maintenance Planner  
Laura Mantilla, Interim Board Secretary/Office Manager  
Wilson To, Technology Specialist II

**STAFF PRESENT via Teleconference:**

Kathy Besser, Executive Manager of External Affairs & Policy Development/AGM  
Randy Lee, Executive Manager of Operations/AGM  
Christina Valencia, Executive Manager of Finance & Administration/AGM  
Jerry Burke, Manager of Engineering  
Pietro Cambiaso, Deputy Manager of Planning & Environmental Resources  
Andrea Carruthers, Manager of External Affairs  
Javier Chagoyen-Lazaro, Manager of Finance & Accounting  
Joseph Cundiff, Network Administrator  
Robert Delgado, Manager of Operations & Maintenance  
Dan Erro, Facilities Program Coordinator  
Scott Francis, Wastewater Treatment Plant Operator I  
Warren Green, Manager of Contracts, Procurement & Risk Services  
Don Hamlett, Acting Deputy Manager of Integrated Systems Services  
Jennifer Hy-Luk, Acting Executive Assistant  
Joel Ignacio, Senior Engineer  
Sally H. Lee, Executive Assistant

Sylvie Lee, Manager of Planning & Environmental Resources  
Carina McCarthy, Administrative Assistant I  
Jason Marseilles, Deputy Manager of Engineering  
Cathleen Pieroni, Manager of Government Relations  
David Pettit, Electrical & Instrumentation Technician II  
Jesse Pompa, Manager of Grants  
Craig Proctor, Deputy Manager of Planning & Environmental Resources  
Jeanina Romero, Executive Assistant  
Yvonne Taylor, Acting Executive Assistant  
Teresa Velarde, Manager of Internal Audit  
Brian Wilson, Senior Engineer

**OTHERS PRESENT via Teleconference:**

Jean Cihigoyenetché, JC Law Firm  
Chuck Hays, City of Fontana  
Griff Partington, GOAL Productions

A meeting of the Board of Directors of the Inland Empire Utilities Agency\* was held via teleconference on the above date.

President Kati Parker called the meeting to order at 10:03 a.m. and dispensed the Pledge of Allegiance. Interim Board Secretary/Office Manager Laura Mantilla took roll call to establish a quorum. A quorum was present.

**PUBLIC COMMENT**

President Parker stated that members of the public may address the Board. She stated that the meeting is being conducted virtually by video and audio conference. There will be no public location available to attend the meeting; however, the public may participate and provide public comment during the meeting by calling into the number provided above. She added that the public may also view the meeting live through the Agency's website. Alternatively, the public may email comments to the Interim Board Secretary/Office Manager Laura Mantilla at [lmantilla@ieua.org](mailto:lmantilla@ieua.org) no later than 24 hours prior to the scheduled meeting time. Comments will then be read into the record during the meeting.

Vice President of GOAL Productions Griff Partington stated that IEUA and GOAL Productions won the bronze Telly Award for IEUA's Annual Student Earth Day Event in the Promotional Video General Public Interest Awareness category. He congratulated IEUA and noted his enthusiasm to continue to share the Agency's stories.

President Parker stated that City of Fontana's Deputy City Manager of Development Services Chuck Hays requested to speak on Item 3I - Request to Waive Late Fees but was currently unavailable. She stated they will come back to Public Comment when he is available.

**ADDITIONS TO THE AGENDA**

There were no changes/additions/deletions to the agenda.

**NEW AND PROMOTED EMPLOYEE INTRODUCTIONS**

The following staff members from the Engineering, Planning, and Science Division were introduced and promoted:

- Mr. Kenneth Monfore, Manager of Asset Management, promoted May 3, 2020, Asset Management

- Mr. Jason Marseilles, Deputy Manager of Engineering, promoted April 5, 2020, Engineering & Construction Management
- Ms. Victoria Medinilla, Assistant Engineer, hired April 5, 2020, Engineering & Construction Management
- Mr. Christian Gomez, Assistant Engineer, hired April 5, 2020, Engineering & Construction Management
- Ms. Megan Trott, Assistant Engineer, hired May 26, 2020, Engineering & Construction Management

The following staff member from the External Affairs and Policy Development Division was promoted:

- Mr. Jesse Pompa, Manager of Grants, promoted March 22, 2020, Grants

The following staff members from the Finance and Administration Division were introduced and promoted:

- Mr. Tony Arellano, Safety Officer, promoted April 5, 2020, Contracts and Procurement
- Mr. Greg Dominguez, Contracts Administrator II, hired April 19, 2020, Contracts and Procurement

The following staff members from the Operations and Maintenance Division were introduced and promoted:

- Mr. Arin Boughan, Compost Facility Supervisor, promoted August 23, 2020, Organics Management
- Mr. Alexander Avila, Compost Worker, hired March 16, 2020, Organics Management
- Mr. Henry Munoz, Compost Worker, hired February 10, 2020, Organics Management
- Ms. Jeanina Romero, Executive Assistant, hired August 31, 2020, Operations Administration
- Mr. Dan Erro, Facilities Program Coordinator, promoted July 12, 2020, Facilities Management
- Mr. Roberto Delgado, Manager of Operations & Maintenance, promoted March 8, 2020, South Administration
- Ms. Lucia Diaz, Deputy Manager of Maintenance, promoted June 28, 2020, South Administration

- Mr. Joshua Oelrich, Deputy Manager of Maintenance, promoted June 28, 2020, South Plant Maintenance
- Mr. Manuel Aceves, Mechanic I, hired March 8, 2020, South Plant Maintenance
- Mr. David Pettit, Electrical & Instrumentation Technician II, hired August 12, 2020, South Plant Maintenance
- Ms. Elizabeth Barajas, Wastewater Treatment Plant Operator V, hired September 8, 2020, Carbon Canyon Operations
- Ms. Tina Morse, Warehouse Supervisor, promoted April 19, 2020, Materials Management Warehouse
- Mr. Robert Gaeta, Warehouse Technician, hired September 2, 2020, Materials Management Warehouse
- Mr. Brent Ritzinger, Recycled Water/Groundwater Recharge Operations & Maintenance Specialist, hired June 8, 2020, Groundwater Recharge

The Board of Directors welcomed Ms. Medinilla, Mr. Gomez, Ms. Trott, Mr. Dominguez, Mr. Avila, Mr. Munoz, Ms. Romero, Mr. Aceves, Mr. Pettit, Ms. Barajas, Mr. Gaeta, and Mr. Ritzinger to the IEUA team.

The Board of Directors congratulated, Mr. Monfore, Mr. Marseilles, Mr. Pompa, Mr. Arellano, Mr. Boughan, Mr. Erro, Mr. Delgado, Ms. Diaz, Mr. Oelrich, and Ms. Morse on their promotions.

## **PRESENTATION**

### **EMPLOYER SUPPORT OF THE GUARD AND RESERVE AWARD**

General Manager Shivaji Deshmukh introduced Maintenance Planner Mike Frazier. Mr. Frazier presented the IEUA Board of Directors with the Employer Support of the Guard and Reserve (ESGR) award from the Department of Defense, which recognizes employers who support ESGR. Mr. Frazier provided a brief summary of the program and stated that the IEUA Board adopted Resolution 2018-8-4, Memorandum of Understanding which authorizes the Agency's support for the National Guard and Reserve members. Mr. Frazier expressed his appreciation to the Board and presented the award to President Parker.

The Board thanked Mr. Frazier for his patriotism, sacrifice, and willingness to serve the country, and for nominating the Agency and the senior staff for the award.

## **CONSENT ITEMS**

Director Elie requested to pull item 3I-Request to Waive Late Fees and Penalty for discussion and comment.

General Manager Deshmukh provided a background on the item, stating that this item was presented at the September 9, 2020 Finance & Administration Committee meeting. City of Fontana's Deputy City Manager Chuck Hays asked the Board to waive the late fees due to the City of Ontario's notification in June that they would not be purchasing recycled water groundwater recharge. Given the short notice, Fontana did not account for this change in its budget process.

Therefore, Fontana requested a deferral of the billing. Mr. Hays stated he appreciated the Board's consideration on the item. General Manager Deshmukh added that the estimated fees are between eight and 20 thousand dollars.

Upon motion by Director Elie, seconded by Director Camacho, the motion carried (5:0)

**M2020-9-1**

MOVED, to:

1. Approve Fontana's request to waive the penalty and late fees for groundwater recharge for July, August, and September 2020 recycled water groundwater recharge billings.

With the following roll call vote:

Ayes:	Elie, Camacho, Hofer, Hall, Parker
Noes:	None
Absent:	None
Abstain:	None

Upon motion by Director Camacho, seconded by Director Elie, the motion carried (5:0):

**M2020-9-2**

MOVED, to approve the Consent Calendar.

- A. The Board approved the minutes from the August 5, 2020 Board Workshop/Meeting, August 10, 2020 Special Board Meeting, August 11, 2020 Special Board Meeting and August 19, 2020 Board Meeting.
- B. The Board approved the total disbursements for the month of July 2020, in the amount of \$18,282,213.01.
- C. The Board approved the carry forward of open encumbrances and non-encumbered commitments related to budgets from FY 2019/20 to FY 2020/21 and amend the budget in the amount of \$19,840,367.
- D. The Board authorized a budget amendment of \$1.5 million to the TCE Plume Cleanup Project which is expected to be funded by grant funds.
- E. The Board:
  1. Awarded a service contract for the Condition Assessment and Optimization of the Collection System, Project Nos. EN19024 & EN19028, to CDM Smith, for a not-to-exceed amount of \$2,910,909;

Continued...

**M2020-9-2**, continued.

2. Approved the total project budget amendment in the RO Fund, Project No. EN19024 from \$1,250,000 to \$2,800,000, an increase of \$1,550,000; and
3. Authorized the General Manager to execute the contract, subject to non-substantive changes.

F. The Board:

1. Awarded a contract amendment to Conserv Construction, Inc. for the Landscape Tune-up Program, for an additional amount of \$400,000 with two one-year extension options of \$200,000 each, increasing the contract from \$200,000 to a not-to-exceed amount of \$1,000,000 (80% increase); and
2. Authorized the General Manager to execute the contract amendment, subject to non-substantive changes.

G. The Board:

1. Awarded a RP-5 Operations & Maintenance Resource Study services consultant contract for the RP-5 Expansion, Project Nos. EN19001.99 and EN19006.99, to CDM Smith for the not-to-exceed amount of \$270,000; and
2. Authorized the General Manager to execute the contract, subject to non-substantive changes.

- H. The Board authorized the General Manager to execute the collectible work agreement with SoCalGas, subject to non-substantive changes, in the amount of \$129,484.17.

- I. *PULLED.*

J. The Board:

1. Adopted Resolution No. 2020-9-1, authorizing IEUA to enter into a funding agreement with SWRCB; and

Continued...

**M2020-9-2**, continued.

**RESOLUTION NO. 2020-9-1  
RESOLUTION OF THE BOARD OF DIRECTORS OF INLAND  
EMPIRE UTILITIES AGENCY\* (AGENCY), AUTHORIZING THE  
EXECUTION AND DELIVERY OF AN INSTALLMENT SALE  
AGREEMENT BETWEEN THE INLAND EMPIRE UTILITIES  
AGENCY\* AND THE STATE WATER RESOURCES CONTROL  
BOARD RELATING TO THE JOINT-IEUA 2015 DROUGHT RELIEF  
RP-5 RECYCLED WATER PIPELINE BOTTLENECK PROJECT  
AND APPROVING OTHER MATTERS IN CONNECTION  
THEREWITH (for full text, see Resolution Book)**

2. Designated the General Manager to sign, for and on behalf of IEUA, the funding agreement for the Project and any non-substantive amendments.

With the following roll call vote:

Ayes:	Camacho, Elie, Hofer, Hall, Parker
Noes:	None
Absent:	None
Abstain:	None

### **INFORMATION ITEMS**

#### **FISCAL YEAR 2019/20 FOURTH QUARTER BUDGET VARIANCE, PERFORMANCE GOAL UPDATES, AND BUDGET TRANSFERS**

Manager of Finance & Accounting Javier Chagoyen-Lazaro stated that the fiscal year (FY) 2019/20 Fourth Quarter Budget Variance report reflects the effects of the COVID-19 pandemic and the financial transactions completed in the last quarter of the FY. Mr. Chagoyen-Lazaro reported that operating revenues totaled \$155.6 million or 96 percent of the fiscal year to date amended budget of \$161.5 million, due to lower than anticipated recycled water sales. Non-operating revenue totaled \$339.2 million or 271.2 percent compared to amended budget of \$125.1 million, primarily due to grants and loans from 2020B revenue notes proceeds and lower than anticipated connection fees. The Agency's total expenses and use of funds totaled \$226.7 million compared to the amended budget of \$299.2 million, mainly due to delays in contract awards for capital projects due to COVID-19 and the fix-out of 2008B variable bonds, early repayment and refunding of 2010A revenue bonds and refinancing of numerous SRF loans.

Mr. Chagoyen-Lazaro then reviewed the cost of service for the wastewater operations fund and the recycled water fund. He noted that for FY 2019/20, the recycled water cost per acre foot (AF) was higher than the cost of service at the time of rate adoption and higher than the current rates. Recycled water deliveries were approximately 2,000 AF higher than the prior year and lower than projected, driving the cost of service for FY 2019/20 to \$627/AF. General Manager Deshmukh stated that the difference between the cost of service and the rate is an issue for IEUA and its customers. He added that the Board approved a two-year rate increase as a commitment to customers to work collectively to address the difference. Discussion ensued regarding the cost of service, volume of direct sales projections, trends of recycled water use, and groundwater recharge surcharge.

### **RETIREMENT UNFUNDED LIABILITIES UPDATE**

Manager of Finance & Accounting Javier Chagoyen-Lazaro gave a brief summary on CalPERS pension benefits and medical benefits (OPEB). He reviewed the historical return on investments and stated that for 2020 the rate of return was 4.7 percent; below 6.7 percent from the prior year. He explained IEUA's pension trends on liabilities, asset market value and unfunded liability noting that the pension funding ratio improved to 80 percent in 2019. Mr. Chagoyen-Lazaro added that IEUA's OPEB is 94 percent funded for 2019.

### **RP-5 EXPANSION PROJECT UPDATE: AUGUST 2020**

This item was received and filed by the Board.

### **ENGINEERING AND CONSTRUCTION MANAGEMENT UPDATES**

Manager of Engineering Jerry Burke provided updates on the following projects: CCWRF Asset Management and Improvements, RP-5 Pump Gallery Wire Replacement; and 1158 West Reservoir Re-coating/painting and Upgrades.

### **MWD UPDATE**

General Manager Deshmukh stated that MWD Water Resources staff reported that recent hot weather resulted in slightly higher than budgeted consumptive demands. However, the demands for groundwater recharge have resulted in MWD reducing its over-all 2020 demands of water deliveries from 1.64 million AF (MAF) down to 1.54 MAF. MWD anticipates being able to end 2020 with a total of 3.1 MAF in storage which is the same as 2019.

### **CBWM UPDATE**

General Manager Deshmukh reported that last month, CBWM discussed a potential change to the OBMP Update CEQA scope. This month the Board will consider alternative solutions for portions of the OBMP Update to address potential challenges with storage capacity in the basin. It is anticipated that IEUA will be requested to continue serving as the lead Agency and the effort will resume in the coming months.

### **SAWPA UPDATE**

General Manager Deshmukh reported that the Commission adopted the 2019 Santa Ana River Watershed Sustainability Assessment to provide feedback to stakeholders on the One Water One Watershed (OWOW) Plan regarding how the goals are being achieved across the Watershed. Overall, the Watershed is meeting its goals; however, additional data is needed regarding measures related to disadvantaged communities. Moving forward SAWPA will update the assessment every 3-5 years so changes can be monitored over time.

### **CBP UPDATE**

General Manager Deshmukh reported that staff continues to have discussions with the California Water Commission (CWC) to determine the flexibility in performance requirements and continue to communicate the challenges and concerns of the Board and the region. The CWC is restricted by state law in terms of how they can administer the program. They have been open to engage in discussions with staff to explore different directions to address the concerns expressed. Staff continues to explore additional funding in case the project were to take a different direction. Staff are also continuing to develop a no program alternative.

### **THE FOLLOWING ITEMS WERE RECEIVED AND FILED BY THE BOARD**

### **TREASURER'S REPORT OF FINANCIAL AFFAIRS**

**HUMAN RESOURCES OPERATIONAL AUDIT: ADMINISTRATION OF EMPLOYEE TRAINING AND DEVELOPMENT PROGRAMS**

**GARDEN IN EVERY SCHOOL PROGRAM® – FOLLOW-UP REVIEW**

**MASTER SERVICE CONTRACTS – FOLLOW-UP REVIEW**

**INTERNAL AUDIT QUARTERLY STATUS REPORT FOR AUGUST 2020**

**PUBLIC OUTREACH AND COMMUNICATION**

**STATE LEGISLATIVE REPORT AND MATRIX FROM WEST COAST ADVISORS**

**FEDERAL LEGISLATIVE REPORT AND MATRIX FROM INNOVATIVE FEDERAL STRATEGIES**

**CALIFORNIA STRATEGIES, LLC MONTHLY ACTIVITY REPORT**

**AGENCY REPRESENTATIVES' REPORTS**

**SAWPA REPORT**

President Parker reported that on September 1, the SAWPA Commission received and filed the Legislative report from West Coast Advisors and the 2020 Accomplishments and 2021 Goals. The Commission adopted the 2019 Santa Ana River Watershed Sustainability Assessment and received and filed the status report regarding the Task 2 Report for Assessing Homelessness Impact on Water Quality, Riparian and Aquatic Habitat in Upper Santa Ana Watershed, which was continued for two months so that the agencies can get responses from their staff about funding. On September 15, the Commission approved extending the agreement with West Coast Advisors for an additional period of two years in the amount not to exceed \$240,000 to provide state legislative affairs services to SAWPA. The Commission also received the following informational reports: an update on grant projects from Proposition 84 and Proposition 1; and the Disadvantaged Communities Involvement Program status.

**MWD REPORT**

Director Camacho read a release from MWD dated September 15, 2020 regarding MWD Board cutting spending in response to the pandemic and lower water sales. The cost cutting plan was approved by the MWD Board and will save about \$11.7 million. Director Camacho commended the leadership of the MWD Board for collectively coming together and looking out for the communities during these difficult times.

**REGIONAL SEWERAGE PROGRAM POLICY COMMITTEE REPORT**

President Parker reported that on September 3, staff presented the following informational reports: CBP, RP-5 Expansion Project Cost Management Overview, and the Grants Semi-Annual update.

**CHINO BASIN WATERMASTER REPORT**

Director Elie reported that the Board discussed the Agricultural Pool legal expense from the last two months of the last fiscal year.

**CHINO BASIN DESALTER AUTHORITY**

President Parker reported that the Authority has purchased a ClorTec on-site sodium hypochlorite generation system at the CDA II Desalter and purchased reverse osmosis membrane elements. The Authority approved the Phase 3 Expansion Project for the construction contract award for equipping of CDA Well II-12 and extended the contract to Hazen and Sawyer’s agreement for the South Archibald Plume Project.

**INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY**

There was nothing to report.

**GENERAL MANAGER’S REPORT**

General Manager Deshmukh stated that the Agency received the American Society of Civil Engineers (ASCE) Sustainability Category Award for San Sevaine Basin Improvements Project. IEUA also received the Special Districts Leadership Foundation (SDLF) District Transparency Certificate of Excellence for the period of February 2020-March 2023. IEUA has maintained this distinction since 2015.

**BOARD OF DIRECTORS’ REQUESTED FUTURE AGENDA ITEMS**

There were no requested future agenda items.

**DIRECTORS’ COMMENTS**

The Board of Directors had nothing to report.

**CLOSED SESSION**

The Board went into Closed Session at 11:46 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 B. PURSUANT TO GOVERNMENT CODE SECTION 54956.9(d)(2) – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Two (2) Cases C. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Manager of Internal Audit

The meeting resumed at 12:50 p.m., and General Counsel Jean Cihigoyenetché stated that the below-mentioned matters were discussed in Closed Session, and the Board took the following actions:

Regarding Conference with Legal Counsel – Existing Litigation:

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

The Board took no reportable action.

Regarding Conference with Legal Counsel – Anticipated Litigation:

Case #1

The Board took no reportable action.

Regarding Conference with Legal Counsel – Anticipated Litigation:

Case #2

Upon motion by Director Elie, seconded by President Parker, and unanimously carried (5:0):

**M2020-9-3**

The Board directed general counsel to enter into a suitable tolling agreement and joint defense agreement relative to the potential litigation with Kaiser Medical.

With the following roll call vote:

Ayes:	Elie, Parker, Hall, Camacho, Hofer
Noes:	None
Absent:	None
Abstain:	None

Regarding Conference with Legal Counsel – Public Employee Performance Evaluation

Manager of Internal Audit

The Board took no reportable action.

With no further business, President Parker adjourned the meeting at 12:51 p.m.

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Steven J. Elie, Secretary/Treasurer

**APPROVED: October 21, 2020**

**CONSENT  
CALENDAR  
ITEM**

**3B**



**Date:** October 21, 2020

*SD*

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

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

**Subject:** Report on General Disbursements

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**Executive Summary:**

Total disbursements for the month of August 2020 were \$18,348,134.67. Disbursement activity included check payments of \$1,061,537.39 to vendors and \$5,077,29 for worker's compensation related costs. Electronic payments included the Automated Clearing House (ACH) of \$9,127,262.88 and wire transfers (excluding payroll) of \$6,504,098.16. The total payroll was \$1,643,110.43 for employees and \$7,048.52 for the Board of Directors.

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**Staff's Recommendation:**

Approve the total disbursements for the month of August 2020, in the amount of \$18,348,134.67.

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**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 September 16, 2020 the Board of Directors approved the July 2020 Report on General Disbursements totaling \$18,282,213.01

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**Environmental Determination:**

Not Applicable

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**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.

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**Attachments:**

Attachment 1 - Background

Attachment 2 - Details of General Disbursements

# 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: Disbursement Details**

Attachment	Payment Type	Amount
2A	Vendor Checks	\$ 1,061,537.39
2B	Workers' Comp Checks	\$ 5,077.29
2C	Vendor ACHs	\$ 9,127,262.88
2D	Vendor Wires (excludes Payroll)	\$ 6,504,098.16
2E	Payroll-Net Pay-Directors	\$ 7,048.52
2F	Payroll-Net Pay-Employees	\$ 1,643,110.43
<b>Total Disbursements</b>		<b>\$18,348,134.67</b>

**Table 2: Disbursements in Excess of \$500,000 per Vendor**

Vendor	Amount	Description
MWD	\$ 4,524,970.60	June 2020 Water Purchases
STATE WATER RESOURCES CONTROL BOARD	\$ 1,586,357.76	SRF Loan Pymt #08 C065176-110 SRF Loan Pymt #10 C065176-120 SRF Loan Pymt #10 C065176-130 SRF Loan Pymt #10 C065318-110 2020/21 D3 Certificate Renewals 2020/21 Annual Permit Renewals
IRS	\$ 1,046,952.92	P/R 16, 17, 18; Dir 08 Payroll Taxes
BIG SKY ELECTRIC	\$ 1,032,262.29	Professional Svc's for: EN17044 – RP-1 12 kV Switchgear and Generator Control Upgrades
SO CALIF EDISON	\$ 997,103.47	06/05/20 – 08/14/20 Electricity
COUNTY SANITATION DISTRICTS OF LA COUNTY	\$ 930,983.30	FY19/20 4 <sup>th</sup> Qtr. Wastewater Treatment Surcharge FY19/20 Wastewater Discharge-Upland Pass Thru
PERS	\$ 684,572.71	08/20 Health Ins / P/R 16, 17 Def Comp
IERCA	\$ 681,520.80	06/20 and 07/20 Biosolids
FERREIRA COASTAL CONSTRUCTION	\$ 538,906.63	Professional Svc's for: EN21019.01- RP-2 Drain Line Replacement; RW15004- Lower Day Basin Improvements (RMPU PID 1; EN19025- Regional Force Main Improvements

# Attachment 2A

## 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	
233201	2200109358	08/13/2020	USD	1,939.52	AIRGAS WEST INC PASADENA CA	08/17/2020	
233202	2200109376	08/13/2020	USD	1,805.00	ALMEGA ENVIRONMENTAL CYPRESS CA	08/19/2020	
233203	2200109362	08/13/2020	USD	843.00	AMETEK BROOKFIELD BOSTON MA	08/17/2020	
233204	2200109381	08/13/2020	USD	1,458.52	BIOTAGE LLC PHILADELPHIA PA	09/21/2020	
233205	2200109415	08/13/2020	USD	450.00	BORDERS, MARIA FONTANA CA	08/17/2020	
233206	2200109374	08/13/2020	USD	718.69	CAL-LIFT INC CITY OF INDUSTRY CA	08/18/2020	
233207	2200109363	08/13/2020	USD	502.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	09/09/2020	
233208	2200109408	08/13/2020	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	08/18/2020	
233209	2200109372	08/13/2020	USD	12,844.00	CHINO MFG & REPAIR INC CHINO CA	08/20/2020	
233210	2200109378	08/13/2020	USD	814.28	CINTAS CORPORATION ONTARIO CA	08/21/2020	
233211	2200109370	08/13/2020	USD	1,444.61	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH	08/18/2020	
233212	2200109407	08/13/2020	USD	414.50	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	08/18/2020	
233213	2200109355	08/13/2020	USD	166.84	CITY RENTALS INC ONTARIO CA	08/19/2020	
233214	2200109368	08/13/2020	USD	348.03	CITY TOOL WORKS INC ONTARIO CA	08/18/2020	
233215	2200109399	08/13/2020	USD	9,849.38	CKS WINDOW TINT LAKEWOOD CA	08/18/2020	
233216	2200109365	08/13/2020	USD	2,151.73	CONTROL PRO INC CHINO CA	08/18/2020	
233217	2200109389	08/13/2020	USD	835.00	CONTROLWORKS, INC. CHINO CA	08/18/2020	
233218	2200109395	08/13/2020	USD	9,600.00	COUNTS UNLIMITED INC RIVERSIDE CA	08/25/2020	
233219	2200109382	08/13/2020	USD	90.00	DAVID WHEELER'S PEST CONTROL, NORCO CA		
233220	2200109398	08/13/2020	USD	9,890.00	ENTHALPY ANALYTICAL LLC IRVINE CA	08/24/2020	
233221	2200109406	08/13/2020	USD	125.00	FRANCHISE TAX BOARD SACRAMENTO CA	08/24/2020	
233222	2200109402	08/13/2020	USD	1,888.80	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	08/20/2020	
233223	2200109403	08/13/2020	USD	18,360.80	FRONTIER COMMUNICATIONS THOUSAND OAKS CA	08/27/2020	
233224	2200109386	08/13/2020	USD	40,284.25	GHD PASADENA CA	08/18/2020	
233225	2200109405	08/13/2020	USD	51.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	08/21/2020	
233226	2200109400	08/13/2020	USD	1,684.00	JENNY LEUNG ROWLAND HEIGHTS CA	08/18/2020	
233227	2200109385	08/13/2020	USD	827.61	KIM'S MASTER AUTO REPAIR CHINO CA	08/27/2020	
233228	2200109410	08/13/2020	USD	60.95	KING, JUSTIN CHINO HILLS CA	09/09/2020	
233229	2200109396	08/13/2020	USD	1,469.32	LIBERTY LANDSCAPING INC RIVERSIDE CA	08/24/2020	
233230	2200109383	08/13/2020	USD	1,219.59	LILLESTRAND LEADERSHIP CONSULTCHINO HILLS CA	08/18/2020	
233231	2200109394	08/13/2020	USD	9,478.36	LUTZ JESCO AMERICA CORPORATIONROCHESTER NY	08/18/2020	
233232	2200109371	08/13/2020	USD	3,015.08	MCCROMETER INC HEMET CA	08/20/2020	
233233	2200109392	08/13/2020	USD	3,396.28	NEW TREND CUSTOM TRAILER INC FONTANA CA	08/18/2020	
233234	2200109364	08/13/2020	USD	1,215.21	O RINGS & THINGS FONTANA CA	08/21/2020	
233235	2200109411	08/13/2020	USD	145.45	O'BRIEN, MICHELLE CHINO HILLS CA	09/21/2020	
233236	2200109401	08/13/2020	USD	510.00	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	08/19/2020	
233237	2200109357	08/13/2020	USD	589.34	P L HAWN COMPANY INC HUNTINGTON BEACH CA	08/19/2020	
233238	2200109397	08/13/2020	USD	689.19	PAPE' MATERIAL HANDLING INC EUGENE OR	09/21/2020	
233239	2200109356	08/13/2020	USD	491.77	PERKINELMER HEALTH SCIENCES INCHICAGO IL	08/17/2020	
233240	2200109393	08/13/2020	USD	4,274.43	PSG CALIFORNIA LLC CHICAGO IL	08/17/2020	
233241	2200109391	08/13/2020	USD	3,793.51	QUINN COMPANY LOS ANGELES CA	08/17/2020	
233242	2200109377	08/13/2020	USD	1,192.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	08/24/2020	
233243	2200109359	08/13/2020	USD	2,000.00	SANTA ANA RIVER WATERMASTER SAN BERNARDINO CA		
233244	2200109412	08/13/2020	USD	10.00	SETYADI, NAGORO CHINO HILLS CA		

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
233245	2200109404	08/13/2020	USD	31.96	SHERIFF'S COURT SERVICES SAN BERNARDINO CA	08/20/2020
233246	2200109373	08/13/2020	USD	2,094.26	SIERRA INSTRUMENTS INC MONTEREY CA	08/20/2020
233247	2200109387	08/13/2020	USD	671.89	SNAP GRAPHICS & DESIGN RANCHO CUCAMONGA CA	08/18/2020
233248	2200109366	08/13/2020	USD	6,010.00	STATE WATER RESOURCES CNTRL BRSACRAMENTO CA	08/24/2020
233249	2200109409	08/13/2020	USD	546.79	STONE, VICTORIA CHINO HILLS CA	09/04/2020
233250	2200109390	08/13/2020	USD	2,678.86	SUMMIT SAFETY LLC BROOKSVILLE FL	08/21/2020
233251	2200109414	08/13/2020	USD	100.00	Siu Ling, Ho Rowland Heights CA	
233252	2200109367	08/13/2020	USD	5,721.79	TELEDYNE INSTRUMENTS INC CHICAGO IL	08/17/2020
233253	2200109413	08/13/2020	USD	3,370.00	TILLERY, IAN CHINO HILLS CA	09/14/2020
233254	2200109360	08/13/2020	USD	2,031.57	TRANSCAT INC BALTIMORE MD	08/19/2020
233255	2200109379	08/13/2020	USD	22,599.27	U S BANK ST LOUIS MO	08/20/2020
233256	2200109380	08/13/2020	USD	6,535.64	US BANK VOYAGER FLEET SYSTEMS KANSAS CITY MO	08/20/2020
233257	2200109388	08/13/2020	USD	11,029.75	UTILIQUEST LLC ATLANTA GA	08/17/2020
233258	2200109369	08/13/2020	USD	378.14	VERIZON WIRELESS DALLAS TX	08/18/2020
233259	2200109361	08/13/2020	USD	267.00	WATER ENVIRONMENT FEDERATION BALTIMORE MD	08/20/2020
233260	2200109375	08/13/2020	USD	765.14	WORLDWIDE EXPRESS PASADENA CA	08/17/2020
233261	2200109384	08/13/2020	USD	4,754.45	XYLEM WATER SOLUTIONS USA INC CHICAGO IL	08/18/2020
233262	2200109665	08/27/2020	USD	1,555.87	AIRGAS WEST INC PASADENA CA	08/31/2020
233263	2200109698	08/27/2020	USD	260.00	AMERICAN PUBLIC WORKS ASSOCIATKANSAS CITY CA	09/01/2020
233264	2200109723	08/27/2020	USD	539.86	ANDERSON, JOHN L CHINO CA	09/03/2020
233265	2200109661	08/27/2020	USD	1,329.17	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	08/31/2020
233266	2200109704	08/27/2020	USD	14,253.35	BANNER BANK CARLSBAD CA	09/01/2020
233267	2200109720	08/27/2020	USD	200.43	BREIG, ANNA VICTORVILLE CA	09/02/2020
233268	2200109717	08/27/2020	USD	1,835.10	BURRTEC WASTE INDUSTRIES INC FONTANA CA	09/02/2020
233269	2200109684	08/27/2020	USD	3,000.00	CAL POLY POMONA POMONA CA	
233270	2200109673	08/27/2020	USD	763.00	CALIF WATER ENVIRONMENT ASSOC OAKLAND CA	09/21/2020
233271	2200109677	08/27/2020	USD	988.73	CALIFORNIA NEWSPAPER SERVICE BLOS ANGELES CA	09/01/2020
233272	2200109728	08/27/2020	USD	147.63	CARL H TAYLOR III CRYSTAL RIVER FL	
233273	2200109685	08/27/2020	USD	366.74	CHINO VALLEY UNIFIED SCHOOL DICHINO CA	09/02/2020
233274	2200109693	08/27/2020	USD	416.89	CINTAS CORPORATION ONTARIO CA	09/02/2020
233275	2200109683	08/27/2020	USD	1,019.56	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH	09/01/2020
233276	2200109727	08/27/2020	USD	414.50	CITY EMPLOYEES ASSOCIATES LONG BEACH CA	09/01/2020
233277	2200109713	08/27/2020	USD	1,215.23	CITY OF CHINO CHINO CA	09/02/2020
233278	2200109669	08/27/2020	USD	213,176.78	CITY OF FONTANA FONTANA CA	09/02/2020
233279	2200109694	08/27/2020	USD	1,776.50	CONCENTRA MEDICAL CENTERS RANCHO CUCAMONGA CA	09/03/2020
233280	2200109703	08/27/2020	USD	455.23	CSI ELECTRICAL CONTRACTORS INCSANTA FE SPRINGS CA	09/01/2020
233281	2200109715	08/27/2020	USD	319.09	CUCAMONGA VALLEY WATER DISTRICTLOS ANGELES CA	09/01/2020
233282	2200109696	08/27/2020	USD	850.00	DAVID WHEELER'S PEST CONTROL INORCO CA	09/01/2020
233283	2200109671	08/27/2020	USD	1,835.75	DELL MARKETING L P PASADENA CA	08/31/2020
233284	2200109674	08/27/2020	USD	521.51	DXP ENTERPRISES INC DALLAS TX	09/01/2020
233285	2200109724	08/27/2020	USD	8,616.00	EMPLOYMENT DEVELOPMENT DEPARTMSACRAMENTO CA	09/01/2020
233286	2200109699	08/27/2020	USD	2,113.52	ENVIRONMENTAL SCIENCE ASSOCIATELK GROVE IL	09/04/2020
233287	2200109709	08/27/2020	USD	4,283.06	FLUME INC SAN LUIS OBISPO CA	09/01/2020
233288	2200109716	08/27/2020	USD	869.45	FONTANA WATER COMPANY FONTANA CA	09/02/2020

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
233289	2200109726	08/27/2020	USD	125.00	FRANCHISE TAX BOARD SACRAMENTO CA	09/09/2020
233290	2200109719	08/27/2020	USD	5,344.41	FRONTIER COMMUNICATIONS CORP CINCINNATI OH	09/02/2020
233291	2200109691	08/27/2020	USD	12,408.86	GOVERNMENTJOBS.COM INC EL SEGUNDO CA	09/03/2020
233292	2200109722	08/27/2020	USD	539.86	HOBBS, DIANA APPLE VALLEY CA	09/03/2020
233293	2200109721	08/27/2020	USD	539.86	HORNE, WILLIAM YUCCA VALLEY CA	09/01/2020
233294	2200109725	08/27/2020	USD	51.00	INLAND EMPIRE UNITED WAY RANCHO CUCAMONGA CA	09/04/2020
233295	2200109695	08/27/2020			voided by SHEATH - Lost Check	09/01/2020
233296	2200109706	08/27/2020	USD	20,300.00	KRD MANAGEMENT CONSULTING LLC TEMECULA CA	09/02/2020
233297	2200109718	08/27/2020	USD	937.40	LEVEL 3 COMMUNICATIONS LLC DENVER CO	09/01/2020
233298	2200109682	08/27/2020	USD	563.50	LIEBERT CASSIDY WHITMORE LOS ANGELES CA	09/01/2020
233299	2200109697	08/27/2020	USD	1,710.00	LILLESTRAND LEADERSHIP CONSULTCHINO HILLS CA	09/02/2020
233300	2200109712	08/27/2020	USD	84,020.85	MC PAINTING OCEANSIDE CA	09/01/2020
233301	2200109729	08/27/2020	USD	109.25	MORENO, MANUEL CHINO HILLS CA	09/18/2020
233302	2200109670	08/27/2020	USD	1,827.96	MOTION INDUSTRIES INC LOS ANGELES CA	08/31/2020
233303	2200109688	08/27/2020	USD	20,000.00	NATIONAL THEATRE FOR CHILDREN MINNEAPOLIS MN	09/01/2020
233304	2200109676	08/27/2020	USD	200.00	NRD, LLC GRAND ISLAND NY	09/02/2020
233305	2200109714	08/27/2020	USD	49.64	ONTARIO MUNICIPAL UTILITIES COONTARIO CA	09/01/2020
233306	2200109686	08/27/2020	USD	3,508.60	PANTHER PROTECTION ORANGE CA	09/01/2020
233307	2200109730	08/27/2020	USD	190.00	PARKER, STEPHEN CHINO HILLS CA	09/14/2020
233308	2200109690	08/27/2020	USD	23.47	QUADIENT INC MILFORD CT	09/02/2020
233309	2200109707	08/27/2020	USD	370.46	QUINN COMPANY LOS ANGELES CA	08/31/2020
233310	2200109700	08/27/2020	USD	10,462.50	RALPH ANDERSEN & ASSOCIATES ROCKLIN CA	09/01/2020
233311	2200109662	08/27/2020	USD	196.99	RAMONA TIRE & SERVICE CENTERS HEMET CA	09/09/2020
233312	2200109663	08/27/2020	USD	110.50	RAYNE WATER CONDITIONING COVINA CA	
233313	2200109660	08/27/2020	USD	24.24	RBM LOCK & KEY ONTARIO CA	09/04/2020
233314	2200109680	08/27/2020	USD	9,500.00	SAN BERNARDINO COUNTY SAN BERNARDINO CA	09/03/2020
233315	2200109666	08/27/2020	USD	2,000.00	SANTA ANA RIVER WATERMASTER SAN BERNARDINO CA	
233316	2200109692	08/27/2020	USD	158,102.80	SCW CONTRACTING CORPORATION FALLBROOK CA	09/01/2020
233317	2200109668	08/27/2020	USD	61,695.50	SOUTH COAST AQMD DIAMOND BAR CA	09/09/2020
233318	2200109664	08/27/2020	USD	200.00	SOUTHWEST ALARM SERVICE UPLAND CA	09/02/2020
233319	2200109701	08/27/2020	USD	837.00	SUNBELT RENTALS INC ATLANTA GA	08/31/2020
233320	2200109710	08/27/2020	USD	1,899.17	SUPPLY SOLUTIONS CERRITOS CA	08/31/2020
233321	2200109702	08/27/2020	USD	26,778.34	SYNAGRO-WWT INC BALTIMORE MD	09/14/2020
233322	2200109678	08/27/2020	USD	1,589.62	TELEDYNE INSTRUMENTS INC CHICAGO IL	08/31/2020
233323	2200109667	08/27/2020	USD	1,030.16	TRANSCAT INC BALTIMORE MD	09/04/2020
233324	2200109687	08/27/2020	USD	2,436.11	U S BANK NA MINNEAPOLIS MN	08/31/2020
233325	2200109705	08/27/2020	USD	6,009.18	VECTORUSA TORRANCE CA	08/31/2020
233326	2200109679	08/27/2020	USD	9,197.77	VERIZON WIRELESS DALLAS TX	09/01/2020
233327	2200109672	08/27/2020	USD	2,760.00	WATER EDUCATION FOUNDATION SACRAMENTO CA	
233328	2200109708	08/27/2020	USD	70,278.00	WESTIN TECHNOLOGY SOLUTIONS LLMILWAUKEE WI	09/02/2020
233329	2200109711	08/27/2020	USD	987.50	WESTWATER RESEARCH LLC BOISE ID	09/16/2020
233330	2200109681	08/27/2020	USD	32,671.50	WILDERMUTH ENVIRONMENTAL INC LAKE FOREST CA	09/01/2020
233331	2200109675	08/27/2020	USD	3,777.61	WM CORPORATE SERVICES INC LOS ANGELES CA	08/31/2020
233332	2200109689	08/27/2020	USD	1,435.17	WORLDWIDE EXPRESS PASADENA CA	08/31/2020

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
233333	2200109779	08/31/2020	USD	188.02	AMERICAN HERITAGE LIFE INSURANDALLAS TX	09/10/2020
233334	2200109780	08/31/2020	USD	297.62	COLONIAL LIFE & ACCIDENT INSURCOLUMBIA SC	09/08/2020
233335	2200109786	08/31/2020	USD	2,321.44	FIDELITY SECURITY LIFE INSURANCINCINNATI OH	09/09/2020
233336	2200109785	08/31/2020	USD	237.20	LEGALSHIELD ADA OK	09/08/2020
233337	2200109782	08/31/2020	USD	6,898.46	LIFE INSURANCE COMPANY OF PHILADELPHIA PA	09/09/2020
233338	2200109783	08/31/2020	USD	8,359.60	LIFE INSURANCE COMPANY OF PHILADELPHIA PA	09/09/2020
233339	2200109781	08/31/2020	USD	616.14	PERS LONG TERM CARE PROGRAM PASADENA CA	09/04/2020
233340	2200109784	08/31/2020	USD	25.00	WILCO LIFE INSURANCE COMPANY CHARLOTTE NC	09/09/2020
* Payment method Check			USD	1,061,537.39		

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	1,061,537.39		

# Attachment 2B

## Workers' Comp Checks

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
05460	2200109867	08/05/2020	USD	2.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	
05461	2200109868	08/05/2020	USD	158.40	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/11/2020
05462	2200109869	08/05/2020	USD	873.11	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/10/2020
05463	2200109870	08/12/2020	USD	1,520.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/18/2020
05464	2200109871	08/12/2020	USD	814.10	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/21/2020
05465	2200109872	08/12/2020	USD	24.00	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/18/2020
05466	2200109873	08/19/2020	USD	1,586.20	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/27/2020
05467	2200109874	08/19/2020	USD	48.30	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/24/2020
05468	2200109875	08/19/2020	USD	2.88	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/24/2020
05469	2200109876	08/26/2020	USD	48.30	YORK RISK SERVICES GROUP INC RANCHO CUCAMONGA CA	08/31/2020
* Payment method Checks created manually			USD	5,077.29		

Total of all entries

Check Register  
CBB Workers Comp Account - August 2020

09/22/2020 / 18:37:14  
User: CCAMPBEL  
Page: 2

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	5,077.29		

# Attachment 2C

## Vendor ACHs

Check Payee / Description	Amount
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ACH	EMPOWER RETIREMENT P/R 16 7/31/20 Deferred Comp Ded	HR	0091400	81,390.08
	EMPOWER RETIREMENT		\$	81,390.08
ACH	AQUA BEN CORPORATION RP2-27,600 Lbs Hydrofloc 748E		41022	26,765.10
	AQUA BEN CORPORATION		\$	26,765.10
ACH	CALTROL INC Guardian Support, Repair Portables		CD99103544	5,136.02
	CALTROL INC		\$	5,136.02
ACH	COUNTY SANITATION DISTRICTS OF 19/20-4 QTR Wstwtr Trmnt Surchg		1881662 19/20	912,344.81
	COUNTY SANITATION DISTRICTS OF		\$	912,344.81
ACH	NAPA GENUINE PARTS COMPANY Battery, Core Charge		4584-309975	611.22
	Battery, Core Charge		4584-310373	166.71
	NAPA GENUINE PARTS COMPANY		\$	777.93
ACH	ROYAL INDUSTRIAL SOLUTIONS Float Switches		6046-683530	253.13
	Relay Output		6046-683634	672.97
	PanelView Adapter Kit		6046-683289	234.90
	Conduit Bodies/Covers, Seal Compound, Unio		6046-683638	392.76
	ROYAL INDUSTRIAL SOLUTIONS		\$	1,553.76
ACH	SANTA ANA WATERSHED May 2020 Service		9726	76,337.73
	May 2020 Truck Discharge		9720	6,917.52
	June 2020 Truck Discharge		9730	6,346.47
	June 2020 Service		9736	77,268.77
	SANTA ANA WATERSHED		\$	166,870.49
ACH	PETE'S ROAD SERVICE 2 Tires f/Veh 1810		423440-00	681.70
	PETE'S ROAD SERVICE		\$	681.70
ACH	CITY OF ONTARIO Reim-CBWMSP 25% Cost Sharing		CBWMSP COSTSH	58,048.55
	CITY OF ONTARIO		\$	58,048.55
ACH	CUCAMONGA VALLEY WATER DISTRIC Reim-CBWMSP 25% Cost Sharing		CBWMSP COSTSH	58,048.55
	CUCAMONGA VALLEY WATER DISTRIC		\$	58,048.55
ACH	CHINO BASIN WATERMASTER			

Check	Payee / Description	Amount
	100% Split for IEUA-WEI Invoice 2020227 2020-06-D	11,204.75
	CHINO BASIN WATERMASTER	\$ 11,204.75
ACH	KONICA MINOLTA BUSINESS SOLUTI	
	SoMnt-6/20 Copier Ovrgr,Mnt-BIZC658,654E, 9006894150	183.81
	RP1-6/20 Copier Ovrgr,Mnt-BIZC659,C759 9006895298	75.09
	HQA/B/RP5-6/20 Copier Ovrgr,Mnt-BIZC658E 9006895297	1,858.63
	RP1-5/20 Copier Ovrgr,Mnt-BIZC659,C759 9006814524	99.30
	HQA/B/RP5-5/20 Copier Ovrgr,Mnt-BIZC658E, 9006814523	508.58
	RP1-4/20 Copier Ovrgr,Mnt-BIZC659,C759 9006729987	71.88
	SoMnt-3/20 Copier Ovrgr,Mnt-BIZC658,654E, 9006728294	141.08
	SoMnt-4/20 Copier Ovrgr,Mnt-BIZC658,654E, 9006729986	239.76
	KONICA MINOLTA BUSINESS SOLUTI\$	3,178.13
ACH	MCMaster-CARR SUPPLY CO	
	10 Mini Light Bulbs 43241196	153.36
	MCMaster-CARR SUPPLY CO	\$ 153.36
ACH	SWRCB ACCOUNTING OFFICE	
	*SRF Rpymt #8 C065176-130 08850-20-10	269,176.19
	*SRF Rpymt #10 C065176-110 08835-20-10	159,208.05
	*SRF Rpymt #10 C065176-120 08849-20-10	264,505.38
	SWRCB ACCOUNTING OFFICE	\$ 692,889.62
ACH	MONTE VISTA WATER DISTRICT	
	Reim-CBWMSP 25% Cost Sharing CBWMSP COSTSH	58,048.55
	MONTE VISTA WATER DISTRICT	\$ 58,048.55
ACH	RSD	
	Auto Drain Valve 55326082-00	185.82
	RSD	\$ 185.82
ACH	OLIN CORP	
	TP1-4,816 Gals Sodium Hypochlorite 2850197	3,872.06
	RP4-4,912 Gals Sodium Hypochlorite 2850198	3,949.25
	TP1-4,942 Gals Sodium Hypochlorite 2850521	3,973.37
	TP1-4,944 Gals Sodium Hypochlorite 2851002	3,974.98
	TP1-4,936 Gals Sodium Hypochlorite 2851603	3,968.54
	TP1-4,902 Gals Sodium Hypochlorite 2852000	3,941.21
	OLIN CORP	\$ 23,679.41
ACH	DAVE'S PLUMBING	
	2 Water Softener Removal 7/2020 5277	500.00
	DAVE'S PLUMBING	\$ 500.00
ACH	EPI-USE LABS LLC	
	8/28/20-8/27/21 HCM Annual Maintenance F INV-US5545	1,990.15
	EPI-USE LABS LLC	\$ 1,990.15
ACH	SIGNATURE SCUBA	

Check	Payee / Description	Amount
3	SCBA 4500 Carbon Cylinder Air Fills	4679 75.00
	SIGNATURE SCUBA	\$ 75.00
ACH	CALIFORNIA WATER TECHNOLOGIES CCWRP-18,343 lbs Ferric Chloride Solutio	37599 5,789.09
	CALIFORNIA WATER TECHNOLOGIES	\$ 5,789.09
ACH	MANAGED MOBILE INC Repair Parts/Labor for Agency Vehicles	IN00-0202097 442.43
	MANAGED MOBILE INC	\$ 442.43
ACH	U S BANK - PAYMENT PLUS	
	100951 POLYDYNE INC	2200108863 29,012.33
	104896 WESTERN WATER WORKS SUPPLY CO	2200108439 3,614.98
	105316 PLUMBERS DEPOT INC	2200108440 1,649.01
	105570 SKALAR INC	2200108441 1,599.19
	107432 PMC ENGINEERING LLC	2200108442 4,033.86
	107780 SUPERIOR ELECTRIC MOTOR SERVICE I	2200108443 8,798.40
	100150 HARRINGTON INDUSTRIAL PLASTICS LL	2200108763 4,134.44
	104896 WESTERN WATER WORKS SUPPLY CO	2200108764 664.60
	105570 SKALAR INC	2200108765 10,444.18
	107432 PMC ENGINEERING LLC	2200108766 6,865.98
	107780 SUPERIOR ELECTRIC MOTOR SERVICE I	2200108996 15,236.38
	100150 HARRINGTON INDUSTRIAL PLASTICS LL	2200108995 1,190.94
	105570 SKALAR INC	2200108864 211.50
	100150 HARRINGTON INDUSTRIAL PLASTICS LL	2200108862 3,124.09
	U S BANK - PAYMENT PLUS	\$ 90,579.88
ACH	AMAZON BUSINESS Moving Gate Warning Sign	1KJR-J1YC-DVK 77.05
	Conferencing System,Forehead Thermometer	1PWR-PY6X-3DT 1,347.74
	AMAZON BUSINESS	\$ 1,424.79
ACH	TRANSENE COMPANY INC Red Buffer Solution	182762 330.53
	TRANSENE COMPANY INC	\$ 330.53
ACH	INGERSOLL-RAND INDUSTRIAL US I RCA-Compressor	25272307 5,056.68
	INGERSOLL-RAND INDUSTRIAL US I	\$ 5,056.68
ACH	INLAND EMPIRE WINDUSTRIAL CO RCAInv-Black Threaded Pipes,Bushings	030368 01 220.65
	INLAND EMPIRE WINDUSTRIAL CO	\$ 220.65
ACH	SO CALIF EDISON RP4/TP4/RCA-6/5-7/8	12811 6th St 3013233596 6/ 272,126.50
	MWDTrnt15T-6/16-7/17	12100 Banyan St 3024905261 7/ 33.11
	BrksRWTrnOt-6/16-7/17	4349 Orchard St 3032880824 7/ 24.55
	I/WLn-6/17-7/20	34 East End-Grand 3001323338 7/ 16.21
	MWDTrnt18-6/17-7/20	13400 Betsy Ross Ct 3025206224 7/ 33.64

Check	Payee / Description	Amount
	MWDCB14/20-6/17-7/20 5752 East Ave/475 1 2305258691 7/	201.71
	MntclSpltBx-6/17-7/20 11294 Roswell Ave 3045296064 7/	70.11
	VctrBsn/MWDCB11-6/18-7/21 Victoria St/Ba 2264009051 7/	151.30
	930RsvrPrjct-6/23-7/24 2950 Galloping Hi 3042003812 7/	129.36
	SnSvnRW-6/24-7/27 6000 Cherry Ave 3035434317 7/	73.97
	BrksStBsn-6/15-7/16 10661 Silicon Ped 3024530748 6/	60.95
	MntclBsn-6/15-7/16 4700 San Jose 3024530725 6/	88.60
	HckryDm-6/8-7/9 13400 Whittram Ave 3025772313 6/	157.41
	SO CALIF EDISON	\$ 273,167.42
ACH	SO CALIF GAS	
	HQA/B-6/25-7/27 6075 Kimball Ave 11489982 7/20	106.78
	Lab-6/267/28 2450 Phila St 15577783 7/20	15.78
	RP5-6/25-7/27 6075 Kimball Ave C 13619305 7/20	2,241.01
	TP5-5/27-6/25 6075 Kimball Ave D 15579076 7/20	20.97
	CCWRP/TP-6/29-7/29 14950 Telephone Ave 14959861 7/20	16.52
	RP1Cmplx-6/26-7/28 2450 Phila St 12140888 7/20	30.51
	RP1-7/1-8/1 2450 Phila St 11336197 7/20	50.00
	RP2Dg-7/1-8/1 16400 El Prado Rd 13265401 7/20	160.87
	SO CALIF GAS	\$ 2,642.44
ACH	SHELL ENERGY NORTH AMERICA LP	
	RP1/RP2/RP5/CCWRP-6/1-6/30 Power Usage 202006	192,680.36
	SHELL ENERGY NORTH AMERICA LP	\$ 192,680.36
ACH	SOLAR STAR CALIFORNIA V LLC	
	RP1-6/1-6/30 2450 Phila St E02M0616-3697	3,717.91
	RP1-6/1-6/30 2450 Phila St E02M0615-3697	25,642.09
	RP5/TP5/HQA/B-6/1-6/30 6075 Kimball Ave E02M0614-3697	21,982.69
	SOLAR STAR CALIFORNIA V LLC	\$ 51,342.69
ACH	FOUNDATION HA ENERGY GENERATIO	
	RP4/RWPS-6/1-6/30 12811 6th St-Wind Powe 2607	5,421.42
	FOUNDATION HA ENERGY GENERATIO	\$ 5,421.42
ACH	LEE, SYLVIE	
	Lee,S-ExpRpt-11/21/19 CBP Joint Coord M 11/21/19 CBP	29.62
	LEE, SYLVIE	\$ 29.62
ACH	RUSSO, EFRAIN	
	Reim-7/28/20 Overtime Meal 7/28/20 OT ME	10.00
	RUSSO, EFRAIN	\$ 10.00
ACH	ARAMBULA, BLANCA	
	Reim-7/16/20 Color Copies,Delivery to Di COPIES,POSTAG	240.35
	ARAMBULA, BLANCA	\$ 240.35
ACH	MARTINEZ, ARNOLDO	
	Reim-7/28/20 Overtime Meal 7/28/20 OT ME	10.00
	MARTINEZ, ARNOLDO	\$ 10.00

Check Payee / Description	Amount
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ACH	AQUA BEN CORPORATION		
	DAFT-4,600 Lbs Hydrofloc 748E	40983	4,460.85
	RP1-23,000 Lbs Hydrofloc 750A	40984	29,243.35
	DAFT-2,300 Lbs Hydrofloc 748E	41098	2,230.43
	RP1-23,000 Lbs Hydrofloc 750A	41099	29,243.35
	DAFT-4,600 Lbs Hydrofloc 748E	41025	4,460.85
	RP1-11,500 Lbs Hydrofloc 750A	41026	14,621.68
			- - - - -
	AQUA BEN CORPORATION	\$	84,260.51

ACH	FISHER SCIENTIFIC		
	PH Probe Red	3831092	666.63
	Methlene Blue	3831091	170.17
	Mercury	3748869	42.24
	Fiberglass Filter,EC Medium,Brill Green	3607975	1,244.11
	Florisil, Buffer Blue	3218036	685.54
	Drilled Uniliner,Buffer,Color Standard	3157444	2,270.18
	Perox Test	3087746	101.99
	PH Strips,Buffer Red,Petri Dish,Alum Dis	3004272	876.02
			- - - - -
	FISHER SCIENTIFIC	\$	6,056.88

ACH	HASCO OIL COMPANY, INC.		
	RP5Mnt-Mobil SHC 630 2 Drums	0233847-IN	9,124.48
			- - - - -
	HASCO OIL COMPANY, INC.	\$	9,124.48

ACH	GRAINGER INC		
	RP1Mnt-Door Closers	9578284631	126.07
	TP4Mnt-Cartridge Filters,Dust Brush-Shop	9578597867	121.30
	RP1Mnt-Silicone Sealants	9578933476	417.90
	RP1Mnt-Cleaner Cartiridges	9577829840	432.90
	Inv-Sckt Wld Flngs,C&G Adptrs,Cn Bttrs,F	9580570407	775.57
	RP1Mnt-Shelf Bins,Compartment Boxes,Fuse	9577966022	235.70
	FltMnt-VQUI 1105-Battery Charger,Fuses-M	9577725949	145.47
	RP2Mnt-V-Belts	9580081561	5.67
	RP1Mnt-Socket Mounting Bases-Single	9347858095	82.29
	HQO&MSoAdm-Urinal Screens-Coastal Breeze	9579900011	188.25
	RP5Mnt-Clearner Cartridges	9579900003	432.90
	TP1Mnt-Motor-Fan & Blower	9584705637	401.48
			- - - - -
	GRAINGER INC	\$	3,365.50

ACH	CHINO BASIN WATERMASTER		
	50% Cost Sharing - PBHSP	2020-06-B	4,928.40
	50% Cost Sharing-Model Meetings, Technic	2020-06-A	1,151.75
			- - - - -
	CHINO BASIN WATERMASTER	\$	6,080.15

ACH	METTLER-TOLEDO		
	Basic Preventive Maintenance	654858748	444.79
			- - - - -
	METTLER-TOLEDO	\$	444.79

ACH	AGILENT TECHNOLOGIES		
	Custom Organic Standard	119373236	728.39
	Custom Organic,Semi Volatiles,Trichlorop	119453441	1,913.10
			- - - - -

Check	Payee / Description	Amount
	AGILENT TECHNOLOGIES	\$ 2,641.49
ACH	ACCUSTANDARD INC Trichloropropane, Methyl Pentanone 921740	141.19
	ACCUSTANDARD INC	\$ 141.19
ACH	CUES GX520 Software Support 8/14/20-8/13/21 565722	2,070.00
	CUES	\$ 2,070.00
ACH	MCMaster-CARR SUPPLY CO High Temperature Gaskets 42528861 Miniature Light Bulb 42672119	71.80 274.04
	MCMaster-CARR SUPPLY CO	\$ 345.84
ACH	AUTOMATED GATE SERVICES INC Troubleshoot Truck Entry Gate 145427	447.00
	AUTOMATED GATE SERVICES INC	\$ 447.00
ACH	STRADLING YOCCA CARLSON & RAUT 6/2020 Legal Services 365969-0032	960.00
	STRADLING YOCCA CARLSON & RAUT	\$ 960.00
ACH	DLT SOLUTIONS Password Manager Annual Renewals SI484756	549.50
	DLT SOLUTIONS	\$ 549.50
ACH	CHINO BASIN DESALTER AUTHORITY CDA-EN16021.90-IEUA Contrib #22 Proj Cle RSTRCTD CNTRB	338,036.05
	CHINO BASIN DESALTER AUTHORITY	\$ 338,036.05
ACH	WILLIAMS SCOTSMAN INC PL19005-8/7-9/6 Chino Basin Project Trai 8011064	2,171.46
	WILLIAMS SCOTSMAN INC	\$ 2,171.46
ACH	INLAND EMPIRE REGIONAL RP1/RP2-7/20 Biosolids 90027111	335,875.92
	INLAND EMPIRE REGIONAL	\$ 335,875.92
ACH	DC FROST ASSOCIATES INC Scum Scraper, Collar, Arm, Clevis, Rod 41899	932.18
	DC FROST ASSOCIATES INC	\$ 932.18
ACH	ALLIANT INSURANCE SERVICES INC 7/20-6/21 Excess Crime Layer Policy 1401812	12,426.00
	ALLIANT INSURANCE SERVICES INC	\$ 12,426.00
ACH	GK & ASSOCIATES	

Check	Payee / Description	Amount
	46-2849-6/20 Prof Svcs	20-061 14,608.00
	46-2849-6/20 Prof Svcs	20-059 14,774.00
	46-2849-6/20 Prof Svcs	20-060 26,259.60
	GK & ASSOCIATES	\$ 55,641.60
ACH	CARRIER CORPORATION	
	RP5-PM Maintenance	90053318 718.00
	CCWRF-Pump Replacement	90061898 1,845.96
	RP2-Troubleshoot No Cooling	90061899 490.00
	RP5-Troubleshoot No Cooling	90061901 2,018.80
	CARRIER CORPORATION	\$ 5,072.76
ACH	ALTA FOODCRAFT	
	HQA-Coffee, Filters	12017158 34.10
	HQB-Coffee, Filters	12017162 135.07
	ALTA FOODCRAFT	\$ 169.17
ACH	KAMBRIAN CORPORATION	
	PrsAutCntr-Visio Online Plan 2 Annual Us KINV5120	1,572.50
	KAMBRIAN CORPORATION	\$ 1,572.50
ACH	YORK RISK SERVICES GROUP INC	
	7/20-9/20 W/C Adm Fee - 3Q20	500020244 4,762.00
	4/20-6/20 W/C Adm Fee - 2Q20	500020038 4,762.00
	YORK RISK SERVICES GROUP INC	\$ 9,524.00
ACH	DOWNNS ENERGY	
	RP2-500.10 Gals Red Dyed Diesel Fuel	0267169-IN 1,013.71
	DOWNNS ENERGY	\$ 1,013.71
ACH	CONSERV CONSTRUCTION INC	
	WR20019-7/2020 Professional Services	1589 44,168.60
	WR20025-7/2020 Professional Services	1588 48,951.00
	WR20006-7/2020 Professional Services	1590 11,667.88
	CONSERV CONSTRUCTION INC	\$ 104,787.48
ACH	AUTOZONE PARTS INC	
	100 Boxes L Gloves, 100 Boxes XL Gloves	5618937694 4,092.34
	AUTOZONE PARTS INC	\$ 4,092.34
ACH	MICROAGE	
	3 Cisco Fire POWER Services Security	2115502 7,741.84
	MICROAGE	\$ 7,741.84
ACH	BERLIN PACKAGING LLC	
	2,736 16oz, 1,152 Quart, 384 Gallon	14-0055581 2,615.02
	BERLIN PACKAGING LLC	\$ 2,615.02
ACH	CALIFORNIA WATER TECHNOLOGIES	

Check	Payee / Description	Amount
	RP1-18,100 lbs Ferric Chloride Solution 37850	5,712.65
	RP1-16,746.72 lbs Ferric Chloride Soluti 37875	5,285.51
	CALIFORNIA WATER TECHNOLOGIES \$	10,998.16
ACH	D & H WATER SYSTEMS INC Neoprene Tube Assembly I2020-0782	1,614.09
	D & H WATER SYSTEMS INC \$	1,614.09
ACH	FERREIRA COASTAL CONSTRUCTION EN21019-7/2020 Professional Services 5216-008	28,756.63
	FERREIRA COASTAL CONSTRUCTION \$	28,756.63
ACH	MANAGED MOBILE INC Repair Parts/Labor for Agency Vehicles IN00-0202824	391.67
	Repair Parts/Labor for Agency Vehicles IN00-0202290	250.83
	Repair Parts/Labor for Agency Vehicles IN00-0202823	391.67
	MANAGED MOBILE INC \$	1,034.17
ACH	FLOW N CONTROL INC Replacement Pump 205343	4,880.00
	FLOW N CONTROL INC \$	4,880.00
ACH	CSI SERVICES INC PA20002-4/2020 Professional Services 9706	17,975.00
	CSI SERVICES INC \$	17,975.00
ACH	AMAZON BUSINESS 2 Manager/Leadership Books 1QCP-WN7G-P3D	36.61
	Wirebound Notebooks,3 Ring Binders 1W49-6GKV-349	130.91
	Shipping Tape,Buble Wrap,Post Its 1W49-6GKV-69W	47.42
	Square D 1LML-CQL6-V77	75.43
	Shot Glasses,Wire Garmet Hangers 19WW-XP4J-3TH	359.43
	Shot Glasses,Wire Garmet Hangers 19WW-XP4J-3TH	359.43
	Shot Glasses,Wire Garmet Hangers 19WW-XP4J-3TH	359.43
	Sports Bottles,Thermometers 1P49-9PFN-7GN	269.16
	6 Flashlights 1YFG-MW9X-RHR	191.65
	AMAZON BUSINESS \$	1,110.61
ACH	LITTLER MENDELSON PC 6/2020 General Legal #097433.1003 5262239	270.00
	LITTLER MENDELSON PC \$	270.00
ACH	LOGRHYTHM INC ISS-Annl Rnw Std Maint & Support Svcs INV-US025021	28,282.37
	LOGRHYTHM INC \$	28,282.37
ACH	AMERICAN BACKFLOW PRODUCTS CO Seat Retainer 448837	496.95
	AMERICAN BACKFLOW PRODUCTS CO \$	496.95

Check	Payee / Description	Amount
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ACH	SO CALIF GAS RP1-7/1-8/1 2450 Phila St	5300510 7/20	70.75
	SO CALIF GAS	\$	70.75
ACH	IEUA EMPLOYEES' ASSOCIATION P/R DIR 8 8/14/20 Employee Ded	HR 0091500	12.00
	P/R 17 8/14/20 Employee Ded	HR 0091600	201.00
	IEUA EMPLOYEES' ASSOCIATION	\$	213.00
ACH	EMPOWER RETIREMENT P/R 17 8/14/20 Deferred Comp Ded	HR 0091600	94,313.77
	EMPOWER RETIREMENT	\$	94,313.77
ACH	IEUA SUPERVISORS UNION ASSOCIA P/R 17 8/14/20 Employee Ded	HR 0091600	300.00
	IEUA SUPERVISORS UNION ASSOCIA	\$	300.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA P/R 17 8/14/20 Employee Ded	HR 0091600	1,094.10
	IEUA GENERAL EMPLOYEES ASSOCIA	\$	1,094.10
ACH	IEUA PROFESSIONAL EMPLOYEES AS P/R 17 8/14/20 Employee Ded	HR 0091600	588.00
	IEUA PROFESSIONAL EMPLOYEES AS	\$	588.00
ACH	DISCOVERY BENEFITS INC P/R 17 8/14/20 Cafeteria Plan	HR 0091600	3,966.30
	DISCOVERY BENEFITS INC	\$	3,966.30
ACH	PATRICK W HUNTER P/R 17 8/14/20	HR 0091600	248.50
	PATRICK W HUNTER	\$	248.50
ACH	CAMACHO, MICHAEL MlgReim-7/20 Meetings-Camacho,M	MLG 7/20	32.72
	CAMACHO, MICHAEL	\$	32.72
ACH	ELIE, STEVE MlgReim-7/22 Meetings-Elie,S	MLG 7/20	17.88
	ELIE, STEVE	\$	17.88
ACH	SO CALIF EDISON ZnRsvr-7/8-8/6 12749 6th St	3032567404 7/	261.99
	PrdLS-7/1-7/31 34 Johnson-Pine	3001323339 7/	52.94
	TrnrBsnRW-6/29-7/30 1063 Turner Ave	3026143801 7/	15.48
	Trnr3&4-6/29-7/30 916 Archibald Ave	3024859341 7/	71.38
	8thStBsn-6/26-7/29 1180 8th St	3024625308 7/	112.03
	CCWRP/TP-6/26-7/29 14950 Telephone Ave	3018402051 7/	31.18

Check	Payee / Description	Amount
	RP1StLts-7/1-8/1 34 Phila	3010508278 7/ 18.40
	PrdDchlStn-7/1-7/31 34 Johnson-Pine	3043797988 7/ 530.82
	CCWRP/TP/RWPS-6/26-7/29 14950 Telephone	3010610784 7/ 64,058.98
	SnSvn5PmpStn-7/1-7/31 13785 Banyan	3049769445 7/ 557.73
	MntclLS-4/9-7/13 34 Palmetto-Phila	3001323337 6/ 3,599.38
	RP1-7/1-8/1 2450 Phila St	3016879871 7/ 117.24
	RP2MntLnchRm-7/1-8/1 16400 El Prado Rd	3015770035 7/ 273.80
	CllgHgts/LwrDy/RP3Bsn/TrnrBsn1-7/1-7/31	2258163831 7/ 318.11
	DclzBsn-7/6-8/4 13978 Phila	3024668725 7/ 115.78
	RP1/RP5/8thStBsn-7/2-8/3 Kimball Ave/118	2281929265 7/ 124.18
	RP2MntLnchRm-7/1-8/1 16400 El Prado Rd	3005927855 7/ 12,622.44
	OntLS-7/7-8/5 2525 Riverside Dr	3027477844 7/ 30.29
		- - - - -
	SO CALIF EDISON	\$ 82,912.15
ACH	HOME DEPOT CREDIT SERVICES	
	GWROps-Lg Trgr Clmps,Pp Wrnch,Crsnt Wrnc	0072223 457.25
	RP1Mnt-Bernzomatic Torch Kit	0904221 54.49
	GWROps-Shelving Unit,Jumbo Dust Pans,Bro	7084296 348.25
	GWROps-Razor-Back Powerdge Wood Digging	3023541 27.99
	GWROps-Trowel Patches,Gloves,Trowels,Lat	5042465 229.34
	GWROps-Wrenches,Pliers,Screwdrivers,Lg M	2063740 232.37
	GWROps-4-Tool Kit,Rivet Kit,Tape Measure	1060844 810.13
	SwrColl-Pressure Washer,Bit Set,Farm Hos	5610221 810.08
	EN19001-RTV Stanley for Dwalt-Cr For Dif	9970722 10.77-
		- - - - -
	HOME DEPOT CREDIT SERVICES	\$ 2,959.13
ACH	J R FILANC CONSRUCTION CO INC	
	EN15012.01-7/20 Pay Est 9	PE 9-EN15012. 89,941.25
		- - - - -
	J R FILANC CONSRUCTION CO INC	\$ 89,941.25
ACH	ROYAL INDUSTRIAL SOLUTIONS	
	SealTightConnectors,Conduit,Bodies,Strap	6046-678351 2,507.05
	APC Smart UPS	6046-679942 3,085.45
	Cable Glands,Tray Cable,Receptacles	6046-680170 2,112.50
	Contactora,Overload Relay	6046-683009 386.93
		- - - - -
	ROYAL INDUSTRIAL SOLUTIONS	\$ 8,091.93
ACH	HDR ENGINEERING INC	
	EN19023/EN19024-3/1-3/28 Prof Svcs	1200258631 47,386.01
		- - - - -
	HDR ENGINEERING INC	\$ 47,386.01
ACH	BLACK & VEATCH CORPORATION	
	EN17044-6/2020 Professional Services	1324047 4,397.50
		- - - - -
	BLACK & VEATCH CORPORATION	\$ 4,397.50
ACH	W A RASIC CONSTRUCTION CO INC	
	EN17042-7/20 Pay Est 18	PE 18-EN17042 89,468.50
		- - - - -
	W A RASIC CONSTRUCTION CO INC	\$ 89,468.50
ACH	SWRCB ACCOUNTING OFFICE	
	*SRF Rpymt #1 C065318-110	13835-20-1 893,468.14
		- - - - -

Check	Payee / Description	Amount
SWRCB ACCOUNTING OFFICE		\$ 893,468.14
ACH	W M LYLES COMPANY	
	EN17110-7/20 Pay Est 4	PE 4-EN17110 128,142.33
	EN17043-7/20 Pay Est 4	PE 4-EN17043 71,997.55
		- - - - -
	W M LYLES COMPANY	\$ 200,139.88
ACH	GEI CONSULTANTS INC	
	PL19005-5/30-6/26 Prof Svcs	3074982 78,442.50
		- - - - -
	GEI CONSULTANTS INC	\$ 78,442.50
ACH	QED ENVIRONMENTAL SYSTEMS INC	
	Bladder Replacement Cartridge	0000276222 222.52
		- - - - -
	QED ENVIRONMENTAL SYSTEMS INC	\$ 222.52
ACH	BIG SKY ELECTRIC INC	
	EN17044-7/20 Pay Est 15	PE 15-EN17044 1,032,262.29
		- - - - -
	BIG SKY ELECTRIC INC	\$ 1,032,262.29
ACH	ATOM ENGINEERING CONSTRUCTION	
	EN20060-7/20 Pay Est 3	PE 3-EN20060 4,275.00
		- - - - -
	ATOM ENGINEERING CONSTRUCTION	\$ 4,275.00
ACH	CONSERV CONSTRUCTION INC	
	Invoice 1582 Unearned Discount Taken	1582 UNEARN D 61.00
	Invoice 1583 Unearned Discount Taken	1583 UNEARN D 39.00
	Invoice 1581 Unearned Discount Taken	1581 UNEARN D 1,406.00
		- - - - -
	CONSERV CONSTRUCTION INC	\$ 1,506.00
ACH	HUMPHREY CONSTRUCTORS	
	EN20036.02-7/20 Pay Est 1	PE 1-EN20036. 55,303.30
		- - - - -
	HUMPHREY CONSTRUCTORS	\$ 55,303.30
ACH	FERREIRA COASTAL CONSTRUCTION	
	RW15004-7/20 Pay Est 2	PE 2-RW15004 415,150.00
		- - - - -
	FERREIRA COASTAL CONSTRUCTION	\$ 415,150.00
ACH	BANK OF AMERICA, N.A.	
	Lee,R-8/20 Business Card Charges/Credits	PPBC-RL 8/20 500.00
	Daisy,C-8/20 Business Card Charges/Credi	PPBC-CD 8/20 654.96
	Deshmukh,S-8/20 Business Card Charges/Cr	PPBC-SD 8/20 548.00
	Dye,L-8/20 Business Card Charges/Credits	PPBC-LD 8/20 75.00
	Woodruff,A-8/20 Business Card Charges	PPBC-AW 8/20 774.00
	Pieroni,C-8/20 Business Card Charges	PPBC-CP 8/20 125.00
	Valencia,C-8/20 Business Card Charges	PPBC-CV 8/20 565.00
		- - - - -
	BANK OF AMERICA, N.A.	\$ 3,241.96
ACH	KEARNS & WEST	
	PL19002-6/1-6/30 Prof Svcs	017731 12,762.50
		- - - - -

Check	Payee / Description		Amount
	KEARNS & WEST	\$	12,762.50
ACH	T E ROBERTS INC EN14043-7/20 Pay Est 13	PE 13-EN14043	6,081.90
	T E ROBERTS INC	\$	6,081.90
ACH	INLAND EMPIRE WINDUSTRIAL CO RP1Mnt-Frt for Inv 020907 ASAP (Former N 020907A Inv- Partial Frt-Items 30-42 Frt f/Inv03 030227 03 Inv- Partial Frt-Items 30-42 Frt f/Inv03 030227 04		422.00 17.72 15.30
	INLAND EMPIRE WINDUSTRIAL CO	\$	455.02
ACH	MULTIVISTA Webcam Equipment,Documentation Fees	1758	18,692.78
	MULTIVISTA	\$	18,692.78
ACH	EXBON DEVELOPMENT INC FM21005-7/20 Pay Est 1	PE 1-FM21005	29,890.80
	EXBON DEVELOPMENT INC	\$	29,890.80
ACH	SO CALIF EDISON RP4-7/8-8/6 12811 6th St BrksStBsn-7/16-8/14 10661 Silicon Ped MntclBsn-7/16-8/14 4700 San Jose HckryDm-7/9-8/7 13400 Whittram Ave RP1-7/8-8/6 2450 Phila St RP4/TP4/RCA-7/8-8/6 12811 6th St ElyBsn-7/9-8/7 1665 Phila Ave RP5/TP5/HQA/B-7/1-7/31 6075 Kimball Ave MntclLS-7/13-8/11 34 Palmetto-Phila JrpBsn-7/9-8/7 13450 Jurupa BnaBsn-7/9-8/7 14017 Whittram Ped	3012355379 7/ 3024530748 7/ 3024530725 7/ 3025772313 7/ 3001323341 7/ 3013233596 7/ 3024626850 7/ 3023582932 7/ 3001323337 7/ 3025480073 7/ 3024706783 7/	397.55 72.18 88.87 165.37 161,941.51 242,386.66 65.55 168,369.91 1,415.42 905.65 28.77
	SO CALIF EDISON	\$	575,837.44
ACH	DIAS, MICHAEL Reim-8/3/20 Urgent Repair Purchase	8/3/20 REPAIR	140.84
	DIAS, MICHAEL	\$	140.84
ACH	KONICA MINOLTA 8/20 Lease Copiers-C759,808,658E,458E 8/20 Lease Copiers-C658,C308,C759,C659	36022806 36022805	2,162.36 3,029.01
	KONICA MINOLTA	\$	5,191.37
ACH	INLAND EMPIRE REGIONAL RP1-6/20 Biosolids RP2-6/20 Biosolids	90026876-RP1 90026876-RP2	199,156.72 146,488.16
	INLAND EMPIRE REGIONAL	\$	345,644.88
ACH	RED WING SHOE STORE Emp Safety Shoe Purchase	133-1-99980	193.94

Check	Payee / Description	Amount
	RED WING SHOE STORE	\$ 193.94
ACH	STANEK CONSTRUCTORS INC	
	EN14042-6/20 Pay Est 18	PE 18-EN14042 108,110.19
	EN14042-7/20 Pay Est 19	PE 19-EN14042 162,703.43
	STANEK CONSTRUCTORS INC	\$ 270,813.62
ACH	ATOM ENGINEERING CONSTRUCTION	
	EN20063-7/20 Pay Est 1	PE 1-EN20063 50,431.12
	ATOM ENGINEERING CONSTRUCTION	\$ 50,431.12
ACH	FERREIRA COASTAL CONSTRUCTION	
	EN19025-7/20 Pay Est	PE 1-EN19025 95,000.00
	FERREIRA COASTAL CONSTRUCTION	\$ 95,000.00
ACH	KIEWIT INFRASTRUCTURE WEST CO	
	EN17082-7/20 Pay Est 9	PE 9-EN17082 250,182.50
	KIEWIT INFRASTRUCTURE WEST CO	\$ 250,182.50
ACH	SO CALIF EDISON	
	Phills-4/7-8/7 1818 Phila St	3001323331 7/ 29,572.15
	SO CALIF EDISON	\$ 29,572.15
ACH	WESTERN DENTAL PLAN	
	7/20 Agency Dental Plan	7/2020 2,165.16
	WESTERN DENTAL PLAN	\$ 2,165.16
ACH	PREFERRED BENEFIT INSURANCE	
	7/20 Agency Dental Plan	EIA33353 18,118.60
	PREFERRED BENEFIT INSURANCE	\$ 18,118.60
ACH	DISCOVERY BENEFITS INC	
	June 2020 Admin Fees	0001179386-IN 228.00
	DISCOVERY BENEFITS INC	\$ 228.00
ACH	ZAMORANO, JUAN	
	Reim-CWEA 2020 Certificate Renewal	CWEA 13082201 190.00
	ZAMORANO, JUAN	\$ 190.00
ACH	ESTRADA, JIMMIE J	
	Reim Monthly Health Prem	HEALTH PREM 539.86
	ESTRADA, JIMMIE J	\$ 539.86
ACH	LICHTI, ALICE	
	Reim Monthly Health Prem	HEALTH PREM 200.43
	LICHTI, ALICE	\$ 200.43
ACH	NOWAK, THEO T	

Check	Payee / Description		Amount
	Reim Monthly Health Prem	HEALTH PREM	539.86
		- - - - -	
	NOWAK, THEO T	\$	539.86
ACH	SONNENBURG, ILSE		
	Reim Monthly Health Prem	HEALTH PREM	200.43
		- - - - -	
	SONNENBURG, ILSE	\$	200.43
ACH	MILLER, ELMER L		
	Reim Monthly Health Prem	HEALTH PREM	864.82
		- - - - -	
	MILLER, ELMER L	\$	864.82
ACH	DYKSTRA, BETTY		
	Reim Monthly Health Prem	HEALTH PREM	200.43
		- - - - -	
	DYKSTRA, BETTY	\$	200.43
ACH	MUELLER, CAROLYN		
	Reim Monthly Health Prem	HEALTH PREM	200.43
		- - - - -	
	MUELLER, CAROLYN	\$	200.43
ACH	GRIFFIN, GEORGE		
	Reim Monthly Health Prem	HEALTH PREM	200.43
		- - - - -	
	GRIFFIN, GEORGE	\$	200.43
ACH	CANADA, ANGELA		
	Reim Monthly Health Prem	HEALTH PREM	200.43
		- - - - -	
	CANADA, ANGELA	\$	200.43
ACH	CUPERSMITH, LEIZAR		
	Reim Monthly Health Prem	HEALTH PREM	200.43
		- - - - -	
	CUPERSMITH, LEIZAR	\$	200.43
ACH	DELGADO-ORAMAS JR, JOSE		
	Reim Monthly Health Prem	HEALTH PREM	339.43
		- - - - -	
	DELGADO-ORAMAS JR, JOSE	\$	339.43
ACH	GRANGER, BRANDON		
	Reim Monthly Health Prem	HEALTH PREM	169.72
		- - - - -	
	GRANGER, BRANDON	\$	169.72
ACH	GADDY, CHARLES L		
	Reim Monthly Health Prem	HEALTH PREM	169.72
		- - - - -	
	GADDY, CHARLES L	\$	169.72
ACH	BAKER, CHRIS		
	Reim Monthly Health Prem	HEALTH PREM	30.72
		- - - - -	
	BAKER, CHRIS	\$	30.72

Check	Payee / Description		Amount
ACH	WEBB, DANNY C Reim Monthly Health Prem	HEALTH PREM	139.00
		- - - - -	
	WEBB, DANNY C	\$	139.00
ACH	HUMPHREYS, DEBORAH E Reim Monthly Health Prem	HEALTH PREM	169.72
		- - - - -	
	HUMPHREYS, DEBORAH E	\$	169.72
ACH	MOUAT, FREDERICK W Reim Monthly Health Prem	HEALTH PREM	169.72
		- - - - -	
	MOUAT, FREDERICK W	\$	169.72
ACH	MORGAN, GARTH W Reim Monthly Health Prem	HEALTH PREM	139.00
		- - - - -	
	MORGAN, GARTH W	\$	139.00
ACH	ALLINGHAM, JACK Reim Monthly Health Prem	HEALTH PREM	30.72
		- - - - -	
	ALLINGHAM, JACK	\$	30.72
ACH	MAZUR, JOHN Reim Monthly Health Prem	HEALTH PREM	501.91
		- - - - -	
	MAZUR, JOHN	\$	501.91
ACH	HAMILTON, MARIA Reim Monthly Health Prem	HEALTH PREM	139.00
		- - - - -	
	HAMILTON, MARIA	\$	139.00
ACH	RAMOS, CAROL Reim Monthly Health Prem	HEALTH PREM	30.72
		- - - - -	
	RAMOS, CAROL	\$	30.72
ACH	FISHER, JAY Reim Monthly Health Prem	HEALTH PREM	139.00
		- - - - -	
	FISHER, JAY	\$	139.00
ACH	KING, PATRICK Reim Monthly Health Prem	HEALTH PREM	30.72
		- - - - -	
	KING, PATRICK	\$	30.72
ACH	HOWARD, ROBERT JAMES Reim Monthly Health Prem	HEALTH PREM	30.72
		- - - - -	
	HOWARD, ROBERT JAMES	\$	30.72
ACH	DIETZ, JUDY Reim Monthly Health Prem	HEALTH PREM	139.00
		- - - - -	
	DIETZ, JUDY	\$	139.00

Check	Payee / Description	Amount
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ACH	DAVIS, GEORGE Reim Monthly Health Prem	HEALTH PREM 30.72
	DAVIS, GEORGE	\$ 30.72
ACH	MONZAVI, TAGHI Reim Monthly Health Prem	HEALTH PREM 30.72
	MONZAVI, TAGHI	\$ 30.72
ACH	PETERSEN, KENNETH Reim Monthly Health Prem	HEALTH PREM 200.43
	PETERSEN, KENNETH	\$ 200.43
ACH	TRAUTERMAN, HELEN Reim Monthly Health Prem	HEALTH PREM 200.43
	TRAUTERMAN, HELEN	\$ 200.43
ACH	TIEGS, KATHLEEN Reim Monthly Health Prem	HEALTH PREM 539.86
	TIEGS, KATHLEEN	\$ 539.86
ACH	DIGGS, GEORGE Reim Monthly Health Prem	HEALTH PREM 539.86
	DIGGS, GEORGE	\$ 539.86
ACH	HAYES, KENNETH Reim Monthly Health Prem	HEALTH PREM 539.86
	HAYES, KENNETH	\$ 539.86
ACH	RODRIGUEZ, LOUIS Reim Monthly Health Prem	HEALTH PREM 169.72
	RODRIGUEZ, LOUIS	\$ 169.72
ACH	VARBEL, VAN Reim Monthly Health Prem	HEALTH PREM 339.43
	VARBEL, VAN	\$ 339.43
ACH	CLIFTON, NEIL Reim Monthly Health Prem	HEALTH PREM 501.91
	CLIFTON, NEIL	\$ 501.91
ACH	WELLMAN, JOHN THOMAS Reim Monthly Health Prem	HEALTH PREM 501.91
	WELLMAN, JOHN THOMAS	\$ 501.91
ACH	TROXEL, WYATT Reim Monthly Health Prem	HEALTH PREM 200.43

Check	Payee / Description	Amount
	TROXEL, WYATT	\$ 200.43
ACH	CORLEY, WILLIAM Reim Monthly Health Prem	HEALTH PREM 501.91
	CORLEY, WILLIAM	\$ 501.91
ACH	CALLAHAN, CHARLES Reim Monthly Health Prem	HEALTH PREM 30.72
	CALLAHAN, CHARLES	\$ 30.72
ACH	LESNIAKOWSKI, NORBERT Reim Monthly Health Prem	HEALTH PREM 200.43
	LESNIAKOWSKI, NORBERT	\$ 200.43
ACH	VER STEEG, ALLEN J Reim Monthly Health Prem	HEALTH PREM 169.72
	VER STEEG, ALLEN J	\$ 169.72
ACH	HACKNEY, GARY Reim Monthly Health Prem	HEALTH PREM 501.91
	HACKNEY, GARY	\$ 501.91
ACH	TOL, HAROLD Reim Monthly Health Prem	HEALTH PREM 200.43
	TOL, HAROLD	\$ 200.43
ACH	BANKSTON, GARY Reim Monthly Health Prem	HEALTH PREM 200.43
	BANKSTON, GARY	\$ 200.43
ACH	ATWATER, RICHARD Reim Monthly Health Prem	HEALTH PREM 139.00
	ATWATER, RICHARD	\$ 139.00
ACH	FIESTA, PATRICIA Reim Monthly Health Prem	HEALTH PREM 501.91
	FIESTA, PATRICIA	\$ 501.91
ACH	DIGGS, JANET Reim Monthly Health Prem	HEALTH PREM 678.86
	DIGGS, JANET	\$ 678.86
ACH	CARAZA, TERESA Reim Monthly Health Prem	HEALTH PREM 30.72
	CARAZA, TERESA	\$ 30.72
ACH	SANTA CRUZ, JACQUELYN Reim Monthly Health Prem	HEALTH PREM 863.71

Check	Payee / Description	Amount
	SANTA CRUZ, JACQUELYN	\$ 863.71
ACH	HECK, ROSELYN Reim Monthly Health Prem	HEALTH PREM 30.72
	HECK, ROSELYN	\$ 30.72
ACH	SOPICKI, LEO Reim Monthly Health Prem	HEALTH PREM 339.43
	SOPICKI, LEO	\$ 339.43
ACH	GOSE, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 139.00
	GOSE, ROSEMARY	\$ 139.00
ACH	KEHL, BARRETT Reim Monthly Health Prem	HEALTH PREM 139.00
	KEHL, BARRETT	\$ 139.00
ACH	RITCHIE, JANN Reim Monthly Health Prem	HEALTH PREM 139.00
	RITCHIE, JANN	\$ 139.00
ACH	LONG, ROCKWELL DEE Reim Monthly Health Prem	HEALTH PREM 525.39
	LONG, ROCKWELL DEE	\$ 525.39
ACH	FATTAHI, MIR Reim Monthly Health Prem	HEALTH PREM 139.00
	FATTAHI, MIR	\$ 139.00
ACH	VERGARA, FLORENTINO Reim Monthly Health Prem	HEALTH PREM 339.43
	VERGARA, FLORENTINO	\$ 339.43
ACH	WALL, DAVID Reim Monthly Health Prem	HEALTH PREM 332.20
	WALL, DAVID	\$ 332.20
ACH	CHUNG, MICHAEL Reim Monthly Health Prem	HEALTH PREM 169.72
	CHUNG, MICHAEL	\$ 169.72
ACH	ADAMS, PAMELA Reim Monthly Health Prem	HEALTH PREM 30.72
	ADAMS, PAMELA	\$ 30.72
ACH	BLASINGAME, MARY	

Check	Payee / Description		Amount
	Reim Monthly Health Prem	HEALTH PREM	525.39
		- - - - -	
	BLASINGAME, MARY	\$	525.39
ACH	ANDERSON, KENNETH Reim Monthly Health Prem	HEALTH PREM	169.72
		- - - - -	
	ANDERSON, KENNETH	\$	169.72
ACH	MOE, JAMES Reim Monthly Health Prem	HEALTH PREM	30.72
		- - - - -	
	MOE, JAMES	\$	30.72
ACH	POLACEK, KEVIN Reim Monthly Health Prem	HEALTH PREM	863.71
		- - - - -	
	POLACEK, KEVIN	\$	863.71
ACH	ELROD, SONDR Reim Monthly Health Prem	HEALTH PREM	169.72
		- - - - -	
	ELROD, SONDR	\$	169.72
ACH	FRAZIER, JACK Reim Monthly Health Prem	HEALTH PREM	183.62
		- - - - -	
	FRAZIER, JACK	\$	183.62
ACH	HOAK, JAMES Reim Monthly Health Prem	HEALTH PREM	139.00
		- - - - -	
	HOAK, JAMES	\$	139.00
ACH	DEZHAM, PARIVASH Reim Monthly Health Prem	HEALTH PREM	30.72
		- - - - -	
	DEZHAM, PARIVASH	\$	30.72
ACH	FOLEY III, DANIEL J. Reim Monthly Health Prem	HEALTH PREM	193.20
		- - - - -	
	FOLEY III, DANIEL J.	\$	193.20
ACH	CLEVELAND, JAMES Reim Monthly Health Prem	HEALTH PREM	139.00
		- - - - -	
	CLEVELAND, JAMES	\$	139.00
ACH	LANGNER, CAMERON Reim Monthly Health Prem	HEALTH PREM	629.49
		- - - - -	
	LANGNER, CAMERON	\$	629.49
ACH	HAMILTON, LEANNE Reim Monthly Health Prem	HEALTH PREM	30.72
		- - - - -	
	HAMILTON, LEANNE	\$	30.72

Check	Payee / Description		Amount
ACH	HOOSHMAND, RAY Reim Monthly Health Prem	HEALTH PREM	139.00
		- - - - -	
	HOOSHMAND, RAY	\$	139.00
ACH	SCHLAPKOHL, JACK Reim Monthly Health Prem	HEALTH PREM	139.00
		- - - - -	
	SCHLAPKOHL, JACK	\$	139.00
ACH	POOLE, PHILLIP Reim Monthly Health Prem	HEALTH PREM	30.72
		- - - - -	
	POOLE, PHILLIP	\$	30.72
ACH	ADAMS, BARBARA Reim Monthly Health Prem	HEALTH PREM	169.72
		- - - - -	
	ADAMS, BARBARA	\$	169.72
ACH	RUESCH, GENECE Reim Monthly Health Prem	HEALTH PREM	362.91
		- - - - -	
	RUESCH, GENECE	\$	362.91
ACH	VANDERPOOL, LARRY Reim Monthly Health Prem	HEALTH PREM	856.19
		- - - - -	
	VANDERPOOL, LARRY	\$	856.19
ACH	AMBROSE, JEFFREY Reim Monthly Health Prem	HEALTH PREM	339.43
		- - - - -	
	AMBROSE, JEFFREY	\$	339.43
ACH	MERRILL, DIANE Reim Monthly Health Prem	HEALTH PREM	497.60
		- - - - -	
	MERRILL, DIANE	\$	497.60
ACH	HOUSER, ROD Reim Monthly Health Prem	HEALTH PREM	501.91
		- - - - -	
	HOUSER, ROD	\$	501.91
ACH	RUSSO, VICKI Reim Monthly Health Prem	HEALTH PREM	193.20
		- - - - -	
	RUSSO, VICKI	\$	193.20
ACH	HUSS, KERRY Reim Monthly Health Prem	HEALTH PREM	856.19
		- - - - -	
	HUSS, KERRY	\$	856.19
ACH	BINGHAM, GREGG Reim Monthly Health Prem	HEALTH PREM	525.39
		- - - - -	
	BINGHAM, GREGG	\$	525.39

Check	Payee / Description	Amount
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ACH	CHARLES, DAVID Reim Monthly Health Prem	HEALTH PREM 139.00
	CHARLES, DAVID	\$ 139.00
ACH	YEBOAH, ERNEST Reim Monthly Health Prem	HEALTH PREM 139.00
	YEBOAH, ERNEST	\$ 139.00
ACH	ALVARADO, ROSEMARY Reim Monthly Health Prem	HEALTH PREM 362.91
	ALVARADO, ROSEMARY	\$ 362.91
ACH	BARELA, GEORGE Reim Monthly Health Prem	HEALTH PREM 139.00
	BARELA, GEORGE	\$ 139.00
ACH	FETZER, ROBERT Reim Monthly Health Prem	HEALTH PREM 863.71
	FETZER, ROBERT	\$ 863.71
ACH	SPAETH, ERIC Reim Monthly Health Prem	HEALTH PREM 193.20
	SPAETH, ERIC	\$ 193.20
ACH	DAVIS, MARTHA Reim Monthly Health Prem	HEALTH PREM 30.72
	DAVIS, MARTHA	\$ 30.72
ACH	BRULE, CHRISTOPHER Reim Monthly Health Prem	HEALTH PREM 193.20
	BRULE, CHRISTOPHER	\$ 193.20
ACH	ROOS, JAMES Reim Monthly Health Prem	HEALTH PREM 362.91
	ROOS, JAMES	\$ 362.91
ACH	MULLANEY, JOHN Reim Monthly Health Prem	HEALTH PREM 332.20
	MULLANEY, JOHN	\$ 332.20
ACH	VALENZUELA, DANIEL Reim Monthly Health Prem	HEALTH PREM 525.39
	VALENZUELA, DANIEL	\$ 525.39
ACH	PACE, BRIAN Reim Monthly Health Prem	HEALTH PREM 525.39

Check	Payee / Description		Amount
	PACE, BRIAN	\$	525.39
ACH	KING, JOSEPH Reim Monthly Health Prem	HEALTH PREM	139.00
	KING, JOSEPH	\$	139.00
ACH	VILLALOBOS, HECTOR Reim Monthly Health Prem	HEALTH PREM	193.20
	VILLALOBOS, HECTOR	\$	193.20
ACH	BAXTER, KATHLEEN Reim Monthly Health Prem	HEALTH PREM	193.20
	BAXTER, KATHLEEN	\$	193.20
ACH	PENMAN, DAVID Reim Monthly Health Prem	HEALTH PREM	525.39
	PENMAN, DAVID	\$	525.39
ACH	ANGIER, RICHARD Reim Monthly Health Prem	HEALTH PREM	525.39
	ANGIER, RICHARD	\$	525.39
ACH	MERRILL, DEBORAH Reim Monthly Health Prem	HEALTH PREM	362.91
	MERRILL, DEBORAH	\$	362.91
ACH	O'DEA, KRISTINE Reim Monthly Health Prem	HEALTH PREM	169.72
	O'DEA, KRISTINE	\$	169.72
ACH	OAKDEN, LISA Reim Monthly Health Prem	HEALTH PREM	863.71
	OAKDEN, LISA	\$	863.71
ACH	LAUGHLIN, JOHN Reim Monthly Health Prem	HEALTH PREM	139.00
	LAUGHLIN, JOHN	\$	139.00
ACH	HUGHBANKS, ROGER Reim Monthly Health Prem	HEALTH PREM	193.20
	HUGHBANKS, ROGER	\$	193.20
ACH	SPENDLOVE, DANNY Reim Monthly Health Prem	HEALTH PREM	169.72
	SPENDLOVE, DANNY	\$	169.72
ACH	HOULIHAN, JESSE Reim Monthly Health Prem	HEALTH PREM	193.20

Check	Payee / Description		Amount
	HOULIHAN, JESSE	\$	193.20
ACH	WARMAN, EVELYN Reim Monthly Health Prem	HEALTH PREM	30.72
	WARMAN, EVELYN	\$	30.72
ACH	HERNANDEZ, DELIA Reim Monthly Health Prem	HEALTH PREM	193.20
	HERNANDEZ, DELIA	\$	193.20
ACH	AVILA, ARTHUR L Reim Monthly Health Prem	HEALTH PREM	193.20
	AVILA, ARTHUR L	\$	193.20
ACH	GUARDIANO, GARY Reim Monthly Health Prem	HEALTH PREM	169.72
	GUARDIANO, GARY	\$	169.72
ACH	POMERLEAU, THOMAS Reim Monthly Health Prem	HEALTH PREM	30.72
	POMERLEAU, THOMAS	\$	30.72
ACH	BARRER, SATURNINO Reim Monthly Health Prem	HEALTH PREM	332.20
	BARRER, SATURNINO	\$	332.20
ACH	LACEY, STEVEN Reim Monthly Health Prem	HEALTH PREM	724.71
	LACEY, STEVEN	\$	724.71
ACH	MILLS, JOHN Reim Monthly Health Prem	HEALTH PREM	30.72
	MILLS, JOHN	\$	30.72
ACH	REED, RANDALL Reim Monthly Health Prem	HEALTH PREM	664.39
	REED, RANDALL	\$	664.39
ACH	RAMIREZ, REBECCA Reim Monthly Health Prem	HEALTH PREM	332.20
	RAMIREZ, REBECCA	\$	332.20
ACH	RAZAK, HALLA Reim Monthly Health Prem	HEALTH PREM	139.00
	RAZAK, HALLA	\$	139.00
ACH	OSBORN, CINDY L		

Check	Payee / Description		Amount
	Reim Monthly Health Prem	HEALTH PREM	332.20
		- - - - -	
	OSBORN, CINDY L	\$	332.20
ACH	FESTA, GARY		
	Reim Monthly Health Prem	HEALTH PREM	245.25
		- - - - -	
	FESTA, GARY	\$	245.25
ACH	MENDEZ, DAVID G		
	Reim Monthly Health Prem	HEALTH PREM	193.20
		- - - - -	
	MENDEZ, DAVID G	\$	193.20
ACH	DELGADO, FLOR MARIA		
	Reim Monthly Health Prem	HEALTH PREM	139.00
		- - - - -	
	DELGADO, FLOR MARIA	\$	139.00
ACH	GROENVELD, NELLETJE		
	Reim Monthly Health Prem	HEALTH PREM	193.20
		- - - - -	
	GROENVELD, NELLETJE	\$	193.20
ACH	BATONGMALAQUE, CHARLIE L		
	Reim Monthly Health Prem	HEALTH PREM	562.23
		- - - - -	
	BATONGMALAQUE, CHARLIE L	\$	562.23
ACH	BOBBITT, JOHN		
	Reim Monthly Health Prem	HEALTH PREM	139.00
		- - - - -	
	BOBBITT, JOHN	\$	139.00
ACH	NEIGHBORS, CLAUDIA		
	Reim Monthly Health Prem	HEALTH PREM	193.20
		- - - - -	
	NEIGHBORS, CLAUDIA	\$	193.20
ACH	JONES, LONDON S		
	Reim Monthly Health Prem	HEALTH PREM	193.20
		- - - - -	
	JONES, LONDON S	\$	193.20
ACH	CHENG, TINA Y		
	Reim Monthly Health Prem	HEALTH PREM	200.43
		- - - - -	
	CHENG, TINA Y	\$	200.43
ACH	JACKSON, PATRICIA M		
	Reim Monthly Health Prem	HEALTH PREM	169.72
		- - - - -	
	JACKSON, PATRICIA M	\$	169.72
ACH	GIBSON, CONSTANCE A		
	Reim Monthly Health Prem	HEALTH PREM	139.00
		- - - - -	
	GIBSON, CONSTANCE A	\$	139.00

Check	Payee / Description	Amount
ACH	GU, JASON Reim Monthly Health Prem	HEALTH PREM 169.72
	GU, JASON	\$ 169.72
ACH	KOPP, LINDA L Reim Monthly Health Prem	HEALTH PREM 193.20
	KOPP, LINDA L	\$ 193.20
ACH	SCHERCK, JOHN Reim Monthly Health Prem	HEALTH PREM 322.62
	SCHERCK, JOHN	\$ 322.62
ACH	WOODRUFF, APRIL F Reim Monthly Health Prem	HEALTH PREM 386.40
	WOODRUFF, APRIL F	\$ 386.40
ACH	ELEBY, CRYSTAL Reim Monthly Health Prem	HEALTH PREM 193.20
	ELEBY, CRYSTAL	\$ 193.20
ACH	AQUA BEN CORPORATION RP1-23,000 Lbs Hydrofloc 750A DAFT-6,900 Lbs Hydrofloc 748E	41130 29,243.35 41129 6,691.28
	AQUA BEN CORPORATION	\$ 35,934.63
ACH	CITY RENTALS INC 7/28/20 Generator Rental	79969 65.28
	CITY RENTALS INC	\$ 65.28
ACH	COUNTY SANITATION DISTRICTS OF 19/20 Wasterwater Discharge- Upland Pass 28558 19/20 Wasterwater Discharge- Upland Pass 28557	5,439.10 13,199.39
	COUNTY SANITATION DISTRICTS OF\$	18,638.49
ACH	FISHER SCIENTIFIC RT Basic Stirrer Precision Circulating Bath Gloves Sod Sul ACS Hydrochlor,Org Carbon Std,Sodium Chlorid	4214728 204.61 4367358 2,987.04 1298378 394.41 3402637 1,034.18 4516276 837.27
	FISHER SCIENTIFIC	\$ 5,457.51
ACH	SANTA ANA WATERSHED 20/21 Basin Monitoring Task Force Alloca 9447	15,308.00
	SANTA ANA WATERSHED	\$ 15,308.00
ACH	AGILENT TECHNOLOGIES Purgeable Standard,Chloroethyl Vinyl Eth 119486323	500.49

Check	Payee / Description	Amount
	AGILENT TECHNOLOGIES	\$ 500.49
ACH	MCR TECHNOLOGIES INC KPSI Level Transducer 39180	869.46
	MCR TECHNOLOGIES INC	\$ 869.46
ACH	CASC ENGINEERING AND CONSULTIN RW15004-7/2020 Professional Services 0042490	4,035.45
	CASC ENGINEERING AND CONSULTIN\$	4,035.45
ACH	CALIFORNIA HAZARDOUS SERVICES Dispenser Calibration 66053	303.75
	CALIFORNIA HAZARDOUS SERVICES \$	303.75
ACH	NATIONAL CONSTRUCTION RENTALS RP1-7/16/20-8/12/20 Toilet,Handwash 5814572	211.55
	NATIONAL CONSTRUCTION RENTALS \$	211.55
ACH	SUNGARD AVAILABILITY SERVICES 7/20 Disaster Recovery Svc 152742202	853.00
	8/20 Disaster Recovery Svc 152743402	853.00
	9/20 Disaster Recovery Svc 152746217	853.00
	SUNGARD AVAILABILITY SERVICES \$	2,559.00
ACH	PFM ASSET MANAGEMENT LLC 6/1-6/30 Investment Portfolio Mgmt Svcs SMA-M0620-178	6,266.40
	PFM ASSET MANAGEMENT LLC \$	6,266.40
ACH	GRAPHIC PRODUCTS INC RP2Ops-Moving Gate Signs 2621884	376.44
	GRAPHIC PRODUCTS INC \$	376.44
ACH	CARRIER CORPORATION HQB-Ice Maker Repair 90062661	615.00
	RP2-Replace Registers 90062557	5,458.00
	RP1/RP4-8/2020 Service Agreement Mainten 90065135	10,358.00
	CARRIER CORPORATION \$	16,431.00
ACH	ALTA FOODCRAFT WRHS-Coffee,Splenda,Sugar 12017163	226.87
	ALTA FOODCRAFT \$	226.87
ACH	GHD INC EN19024-7/1-7/31 Prof Svcs 146669	2,289.50
	EE&Cons-6/1-8/1 Prof Svcs 146717	2,884.00
	EN17042-3/28-4/30 Prof Svcs 141848	1,568.00
	EN17042-11/30-12/31 Prof Svcs 134618	4,114.98
	EE&CM-6/29-8/1 Prof Svcs 146625	9,687.50
	EN19001/EN19006-6/30-8/1 Prof Svcs 146671	1,976.50

Check	Payee / Description	Amount
	GHD INC	\$ 22,520.48
ACH	EUROFINS EATON ANALYTICAL LLC	
	7/14/2020 Water Sample Analysis L0521727	800.00
	7/13/2020 Water Sample Analysis L0521526	10.00
	7/14/2020 Water Sample Analysis L0521530	10.00
	7/7/2020 Water Sample Analysis L0521512	800.00
	7/27/2020 Water Sample Analysis L0523709	20.00
	7/22/2020 Water Sample Analysis L0523006	30.00
	7/23/2020 Water Sample Analysis L0523176	10.00
	7/21/2020 Water Sample Analysis L0522999	20.00
	7/21/2020 Water Sample Analysis L0522998	800.00
	7/21/2020 Water Sample Analysis L0522454	10.00
	7/15/2020 Water Sample Analysis L0521730	20.00
	EUROFINS EATON ANALYTICAL LLC \$	2,530.00
ACH	ELECTRO-CHEMICAL DEVICES INC	
	FC80 Sensor,2 Membrane Kit,Electrolyte 70575	2,700.06
	ELECTRO-CHEMICAL DEVICES INC \$	2,700.06
ACH	AUTOZONE PARTS INC	
	14 Gumout Jet Spray 5618953758	63.06
	AUTOZONE PARTS INC \$	63.06
ACH	ATKINSON, ANDELSON, LOYA,	
	7/2020 General Labor Advice 601357	28,374.50
	ATKINSON, ANDELSON, LOYA, \$	28,374.50
ACH	BRIGHTVIEW LANDSCAPES LLC	
	June 2020 Landscape Maintenance 6857550	17,339.00
	BRIGHTVIEW LANDSCAPES LLC \$	17,339.00
ACH	CALIFORNIA WATER TECHNOLOGIES	
	RP1-16,846.80 lbs Ferric Chloride Soluti 37904	5,317.11
	Phills-16,356.40 lbs Ferric Chloride Sol 37710	5,162.32
	Phills-18,059.34 lbs Ferric Chloride Sol 37849	5,699.79
	Phills-15,979.44 lbs Ferric Chloride Sol 37792	5,043.34
	RP1-16,491.64 lbs Ferric Chloride Soluti 37907	5,205.01
	RP1-17,244.90 lbs Ferric Chloride Soluti 37876	5,442.75
	Phills-17,419.36 lbs Ferric Chloride Sol 37750	5,497.81
	RP1-17,743.68 lbs Ferric Chloride Soluti 37820	5,600.18
	Phills-17,098.20 lbs Ferric Chloride Sol 37840	5,396.45
	CALIFORNIA WATER TECHNOLOGIES \$	48,364.76
ACH	TITUS INDUSTRIAL GROUP INC	
	43 'IEUA SEWER' Manhole Covers,Locks 8159	55,849.81
	TITUS INDUSTRIAL GROUP INC \$	55,849.81
ACH	AMAZON BUSINESS	
	4Solar Street Lights 1RMM-CVRV-GW1	840.48
	Notebooks,Caster Wheels,Screen Protector 1H79-JXLW-4L9	106.21
	400 Ledger Sheets 1F1C-TVKR-367	123.36

Check	Payee / Description		Amount
	iPhone Case,Screen Protector	1RMM-CVRV-GQK	105.64
		- - - - -	
	AMAZON BUSINESS	\$	1,175.69
ACH	MEANS CONSULTING LLC		
	WR16025-7/2020 Professional Services	IE-5624	11,070.00
		- - - - -	
	MEANS CONSULTING LLC	\$	11,070.00
ACH	GARRATT CALLAHAN COMPANY		
	RP1-6/20 Boiler/Piping Sys Maint	1044718	660.22
		- - - - -	
	GARRATT CALLAHAN COMPANY	\$	660.22
ACH	MSA SAFETY SALES LLC		
	2 Ultima X Sensors	961200543	1,428.02
		- - - - -	
	MSA SAFETY SALES LLC	\$	1,428.02
ACH	MULTIVISTA		
	EN19001/EN19006-7/21-8/20 Professional S 1804		1,757.36
		- - - - -	
	MULTIVISTA	\$	1,757.36
ACH	SO CALIF EDISON		
	1630WPmpStn-4/27-7/29 1530 6th St	3038839479 7/	35,614.31
		- - - - -	
	SO CALIF EDISON	\$	35,614.31
ACH	SO CALIF GAS		
	MntBldg/Whs-7/17-8/17 2604 Walnut St	13484545 8/20	107.14
	TP1-7/17-8/17 2564 Walnut St	06576432 8/20	0.86
	RP4-7/16-8/14 12811 6th St	10605111 8/20	22.09
		- - - - -	
	SO CALIF GAS	\$	130.09
ACH	SHELL ENERGY NORTH AMERICA LP		
	RP1/RP2/RP5/CCWRP-7/1-7/31 Power Usage	1100002880307	3,032.29
		- - - - -	
	SHELL ENERGY NORTH AMERICA LP	\$	3,032.29
ACH	IEUA EMPLOYEES' ASSOCIATION		
	P/R 18 8/28/20 Employee Ded	HR 0092100	201.00
		- - - - -	
	IEUA EMPLOYEES' ASSOCIATION	\$	201.00
ACH	IEUA SUPERVISORS UNION ASSOCIA		
	P/R 18 8/28/20 Employee Ded	HR 0092100	300.00
		- - - - -	
	IEUA SUPERVISORS UNION ASSOCIA	\$	300.00
ACH	IEUA GENERAL EMPLOYEES ASSOCIA		
	P/R 18 8/28/20 Employee Ded	HR 0092100	1,106.60
		- - - - -	
	IEUA GENERAL EMPLOYEES ASSOCIA	\$	1,106.60
ACH	IEUA PROFESSIONAL EMPLOYEES AS		
	P/R 18 8/28/20 Employee Ded	HR 0092100	588.00
		- - - - -	

Check	Payee / Description	Amount
IEUA PROFESSIONAL EMPLOYEES AS\$		588.00
ACH	DISCOVERY BENEFITS INC P/R 18 8/28/20 Cafeteria Plan	3,966.30
	DISCOVERY BENEFITS INC	\$ 3,966.30
ACH	PATRICK W HUNTER P/R 18 8/28/20	248.50
	PATRICK W HUNTER	\$ 248.50
ACH	OLAGUNJU, TITILAYO Emp Assist PC Loan Purchase	1,126.22
	OLAGUNJU, TITILAYO	\$ 1,126.22
ACH	BECKER, NIKI Reim-CWEA 2020 Certificate Renewal	91.00
	BECKER, NIKI	\$ 91.00
ACH	SETYADI, NAGORO Emp Assist PC Loan Purchase	2,423.40
	SETYADI, NAGORO	\$ 2,423.40
ACH	SMITH, JASON D Reim-AWWA 2020 Membership Renewal	286.00
	SMITH, JASON D	\$ 286.00
ACH	REDDY, SUSHMITHA Reim-7/8/20 Training/Appreciation Pizza	90.00
	REDDY, SUSHMITHA	\$ 90.00
ACH	EMPOWER RETIREMENT P/R 18 8/28/20 Deferred Comp Ded	91,097.62
	EMPOWER RETIREMENT	\$ 91,097.62

Grand Total Payment Amount: \$ 9,127,262.88

# Attachment 2D

Vendor Wires  
(excludes Payroll)

Check Payee / Description	Amount
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Wire	EMPLOYMENT DEVELOPMENT DEPARTM			
	P/R 16 7/31/20 Taxes	HR	0091400	11,929.02
	P/R 16 7/31/20 Taxes	HR	0091400	58,235.77
				- - - - -
	EMPLOYMENT DEVELOPMENT DEPARTM\$			70,164.79
Wire	INTERNAL REVENUE SERVICE			
	P/R 16 7/31/20 Taxes	HR	0091400	322,710.00
				- - - - -
	INTERNAL REVENUE SERVICE		\$	322,710.00
Wire	PUBLIC EMPLOYEES RETIREMENT SY			
	P/R 16 7/31 PERS Adj	P/R 16 7/31 A		453.98
	P/R 16 7/31/20 PERS	HR	0091400	202,001.43
				- - - - -
	PUBLIC EMPLOYEES RETIREMENT SY\$			202,455.41
Wire	PUBLIC EMPLOYEES' RETIREMENT S			
	8/20 Health Ins-Retirees, Employees	16113770	8/20	273,114.74
	8/20 Health Ins-Board	16113773	8/20	7,250.98
				- - - - -
	PUBLIC EMPLOYEES' RETIREMENT S\$			280,365.72
Wire	STATE BOARD OF EQUALIZATION			
	7/20 Sales Tax Deposit	23784561	7/20	5,956.00
				- - - - -
	STATE BOARD OF EQUALIZATION		\$	5,956.00
Wire	METROPOLITAN WATER DISTRICT			
	June 2020 Water Purchase	10108		4,524,970.60
				- - - - -
	METROPOLITAN WATER DISTRICT		\$	4,524,970.60
Wire	STATE DISBURSEMENT UNIT			
	P/R 17 8/14/20	HR	0091600	3,294.44
				- - - - -
	STATE DISBURSEMENT UNIT		\$	3,294.44
Wire	EMPLOYMENT DEVELOPMENT DEPARTM			
	P/R DIR 8 8/14/20 Taxes	HR	0091500	400.18
	P/R 17 8/14/20 Taxes	HR	0091600	12,416.12
	P/R 17 8/14/20 Taxes	HR	0091600	76,372.52
				- - - - -
	EMPLOYMENT DEVELOPMENT DEPARTM\$			89,188.82
Wire	INTERNAL REVENUE SERVICE			
	P/R 17 8/14/20 Taxes	HR	0091600	381,533.39
	P/R DIR 8 8/14/20 Taxes	HR	0091500	2,648.32
				- - - - -
	INTERNAL REVENUE SERVICE		\$	384,181.71
Wire	PUBLIC EMPLOYEES RETIREMENT SY			
	P/R 17 8/14/20 PERS	HR	0091600	201,751.42
	P/R 17 8/14 PERS Adj	P/R 17 8/14 A		0.16
				- - - - -
	PUBLIC EMPLOYEES RETIREMENT SY\$			201,751.58
Wire	EMPLOYMENT DEVELOPMENT DEPARTM			

Check	Payee / Description	Amount
	P/R 18 8/28/20 Taxes	HR 0092100 64,022.73
	P/R 18 8/28/20 Taxes	HR 0092100 11,846.57
		- - - - -
	EMPLOYMENT DEVELOPMENT DEPARTM\$	75,869.30
Wire	INTERNAL REVENUE SERVICE	
	P/R 18 8/28/20 Taxes	HR 0092100 340,061.21
		- - - - -
	INTERNAL REVENUE SERVICE	\$ 340,061.21
Wire	STATE DISBURSEMENT UNIT	
	P/R 18 8/28/20	HR 0092100 3,128.58
		- - - - -
	STATE DISBURSEMENT UNIT	\$ 3,128.58

Grand Total Payment Amount: \$ 6,504,098.16

# Attachment 2E

## Payroll-Net Pay-Directors

# INLAND EMPIRE UTILITIES AGENCY

## Ratification of Board of Directors

Payroll for August 14 ,2020  
Presented at Board Meeting on October 21, 2020

DIRECTOR NAME	GROSS PAYROLL	NET PAYROLL
Jasmin Hall	\$3,312.32	\$2,093.14
Katherine Parker	\$4,538.24	\$1,791.59
Michael Camacho	\$4,504.74	\$1,695.10
Steven J. Elie	\$4,938.24	\$1,468.69
Paul Hofer	\$0.00	\$0.00
<b>TOTALS</b>	\$17,293.54	\$7,048.52

	Count	Amount
TOTAL EFTS PROCESSED	4	\$7,048.52
TOTAL CHECKS PROCESSED	0	\$0.00
CHECK NUMBERS USED	N/A	

**DIRECTOR PAYSHEETS**  
**IEUA/MWD/IERCA**  
**CBWM (alternate)/**  
**CBWB (alternate)/SAWPA (alternate)**  
(Page 1 of 2)

MICHAEL CAMACHO  
EMPLOYEE NO. 1140  
ACCOUNT NO. 10200 120100 100000 501010

**JULY 2020**

<b>DATE</b>	<b>TYPE OF MEETING</b>	<b>ATTENDANCE</b>	<b>TOTAL COMPENSATION</b>
07-01-20	<b>IEUA</b> – IEUA Board Meeting/Workshop via MS Teams	Yes	\$260.00
07-02-20	<b>IEUA</b> – Meeting w/George Smith Partners and staff at IEUA	Yes	\$260.00
07-06-20	<b>IEUA</b> – Meeting with Leadership Consultant via Zoom	Yes	\$260.00
07-07-20	<b>IEUA</b> – Meeting w/staff via Teams RE: Local Resources Program	Yes (10 mtg. max.)	\$0.00
07-08-20	<b>IEUA</b> - Engineering, Ops. & WR Committee Meeting via Granicus/MS Team	Yes	\$260.00
07-08-20	<b>IEUA</b> – P3 Water Summit Virtual Conference	Yes (same day)	\$0.00
07-09-20	<b>IEUA</b> – P3 Water Summit Virtual Conference	Yes (same day)	\$0.00
07-09-20	<b>IEUA</b> – Southern Coalition/Inland Caucus Mtg. Conference Call	Yes	\$260.00
07-10-20	<b>IEUA</b> – P3 Water Summit Virtual Conference	Yes (10 mtg. max.)	\$0.00
07-13-20	<b>MWD</b> – Committee Meetings via Zoom	Yes	\$260.00
07-14-20	<b>MWD</b> – Standing Committee and Board Meeting via Zoom	Yes	\$260.00
07-15-20	<b>IEUA</b> -CBRFA Commission Mtg. & IEUA Board Mtg. via MS Teams	Yes	\$260.00
07-22-20	<b>IEUA</b> - Special IEUA Board Mtg. via MS Teams	Yes	\$260.00
07-23-20	<b>CBWM</b> – Board Meeting via Gotomeeting	Yes (10 mtg. max.)	\$0.00

**DIRECTOR PAYSHEETS**  
**IEUA/MWD/IERCA**  
**CBWM (alternate)/**  
**CBWB (alternate)/SAWPA (alternate)**  
(Page 2 of 2)

07-27-20	<b>IEUA-</b> Call with CVWD Director Curatalo RE: CBP and Regional Water Issues	Yes (10 mtg. max.)	\$0.00
07-28-20	<b>MWD</b> – MWD Committee Meetings	Yes	\$260.00
07-29-20	<b>IEUA</b> – ACWA Virtual Summer Conference	Yes (10 mtg. max.)	\$0.00
07-30-20	<b>IEUA</b> – ACWA Virtual Summer Conference	Yes (10 mtg. max.)	\$0.00
<b>TOTAL REIMBURSEMENT</b> <b><u>IEUA/MWD/IERCA</u></b> Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$260.00 ( <i>eff. 07/01/19</i> ). IEUA pays both primary and alternate for attendance. <b><u>CBWM</u></b> Up to 10 days of service per month per Ordinance No. 105 (i.e., <b>\$135.00</b> – difference between Watermaster \$125.00 and Agency meetings \$260.00 ( <i>eff. 7/01/19</i> ), including MWD meetings. 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. <u>Record full amount on timesheet for attendance by alternates</u> <b><u>CBWB</u></b> Up to 10 days of service per month per Ordinance No. 105. (i.e., <b>\$160.00</b> – difference between CBWB (\$100.00 and Agency meetings \$260.00 ( <i>eff. 7/01/19</i> ), including MWD meetings. CBWB pays directly to IEUA. Record full amount on timesheet. <b><u>SAWPA</u></b> Up to 10 days of service per month per Ordinance No. 105 (i.e., <b>\$50.00</b> – difference between SAWPA (\$220.00 ( <i>eff. 1/20</i> ) and Agency meetings \$260.00 ( <i>eff. 7/01/19</i> ), including MWD meetings. SAWPA pays both primary and alternate for attendance, including mileage.			\$2,600.00
Total No. of Meetings Attended			18
Total No. of Meetings <b>Paid</b>			10

DIRECTOR'S SIGNATURE



Michael Camacho, Director

**DIRECTOR PAYSHEETS**  
**IEUA/MWD/IERCA**  
**CBWM (alternate)/**  
**CBWB (alternate)/SAWPA (alternate)**  
(Page 3 of 2)

Approved by: Shivaji Deshmukh

**DIRECTOR PAYSHEETS**  
**IEUA/CBWM/ CBWB**  
**CDA - alternate**  
(Page 1 of 2)

STEVEN J. ELIE  
EMPLOYEE NO. 1175  
ACCOUNT NO. 10200 120100 100000 501010

**JULY 2020**

<b>DATE</b>	<b>TYPE OF MEETING</b>	<b>ATTENDANCE</b>	<b>TOTAL COMPENSATION</b>
07-01-20	<b>IEUA</b> – IEUA Board Meeting/Workshop via MS Teams	Yes	\$260.00
07-02-20	<b>IEUA</b> – Meeting with George Smith Partners-Sewer Issue at IEUA	Yes	\$260.00
07-07-20	<b>IEUA</b> - Water Now Alliance Leadership Council Monthly Call	Yes	\$260.00
07-08-20	<b>IEUA</b> – Community & Leg. and Finance & Administration Committee Meetings via MS Teams	Yes	\$260.00
07-10-20	<b>IEUA</b> – SCWC Executive Committee Conference Call	Yes	\$260.00
07-14-20	<b>IEUA</b> – NWRI Board of Directors Meeting via Zoom	Yes	\$260.00
07-15-20	<b>IEUA</b> – CBRFA Commission and IEUA Board Meetings via MS Teams	Yes	\$260.00
07-22-20	<b>IEUA</b> – Special IEUA Board Meeting via MS Teams	Yes	\$260.00
07-22-20	<b>IEUA</b> – Water Resource Meeting with Director Camacho and CVWD Director Curatalo at Corky’s	Yes (same day)	\$0.00
07-22-20	<b>IEUA</b> – PFAS Update Meeting w/staff and General Council Cihigoyenette	Yes (same day)	\$0.00
07-23-20	<b>CBWM</b> – Watermaster Board Meeting via gotomeeting	Yes (decline pymt.)	\$0.00*
07-24-20	<b>IEUA</b> – SCWC Quarterly Board Meeting via Zoom	Yes	\$260.00
<b>TOTAL REIMBURSEMENT</b>			
<b>IEUA</b> Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$260.00 (eff. 07/01/19). IEUA pays both primary and alternate for attendance.			\$2,340.00
<b>CBWM</b> Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$260.00 (eff. 07/01/19). IEUA pays both primary and alternate for attendance. (i.e., <b>\$135.00</b> – difference between Watermaster \$125.00 and Agency meetings \$260.00 (eff. 7/01/19). 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			

**DIRECTOR PAYSHEETS**  
**IEUA/CBWM/ CBWB**  
**CDA - alternate**  
 (Page 2 of 2)

<p>to said body if they both attend said meeting. <u>Record full amount on timesheet for attendance by alternates</u></p> <p><b>CDA</b>          Up to 10 days of service per month per Ordinance No. 105 (i.e., <b>\$120.00</b> – difference between CDA (\$150.00 and Agency meetings \$260.00 <i>eff.7/01/19</i>), including MWD meetings. CDA pays directly to IEUA. Record full amount on timesheet.</p> <p><b>CBWB</b>          Up to 10 days of service per month per Ordinance No. 105. (i.e., <b>\$160.00</b> – difference between CBWB (\$100.00 and Agency meetings \$260.00 <i>eff.7/01/19</i>), including MWD meetings. CBWB pays directly to IEUA. Record full amount on timesheet.</p>	
<p>Total No. of Meetings Attended</p>	<p>12</p>
<p>Total No. of Meetings <b>Paid</b></p>	<p><b>9</b></p>

**\*Decline IEUA portion of CBWM**

DIRECTOR SIGNATURE



Steven J. Elie, Director

Approved by: Shivaji Deshmukh

**DIRECTOR PAYSHEETS  
IEUA**

(Page 1 of 2)

JASMIN A. HALL  
EMPLOYEE NO. 1256  
ACCOUNT NO. 10200 120100 100000 501010

**JULY 2020**

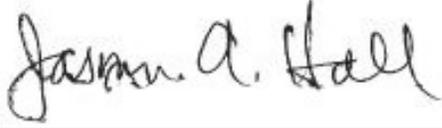
<b>DATE</b>	<b>TYPE OF MEETING</b>	<b>ATTENDANCE</b>	<b>TOTAL COMPENSATION</b>
07-01-20	IEUA – Board Meeting/Workshop via MS Teams	Yes	\$260.00
07-08-20	IEUA – P3 Water Summit Virtual Conference	Yes	\$260.00
07-09-20	IEUA – P3 Water Summit Virtual Conference	Yes	\$260.00
07-10-20	IEUA – P3 Water Summit Virtual Conference	Yes	\$260.00
07-15-20	IEUA - CBRFA Commission Mtg. & IEUA Board Mtg. via MS Teams	Yes	\$260.00
07-20-20	IEUA – CASA Zoom meeting	Yes	\$260.00
07-22-20	IEUA - IEUA Special Board Mtg. via MS Teams	Yes	\$260.00
07-23-20	IEUA – CASA Air Quality, Climate Change, & Energy (ACE) Workgroup Meeting (Conference Call/Webinar)	Yes	\$260.00
07-23-20	IEUA – CAAWEF Board Call	Yes (same day)	\$0.00
07-28-20	IEUA – Cong. Bass Zoom call w/Board	Yes	\$260.00
07-29-20	IEUA – ACWA Virtual Summer Conference	Yes	\$260.00
07-30-20	IEUA – ACWA Virtual Summer Conference	Yes(10 mtg. max.)	\$0.00
07-31-20	IEUA – Call with GM Deshmukh RE: CBP via MS Teams	Yes(10 mtg. max.)	\$0.00
<b>TOTAL REIMBURSEMENT</b>			\$2,600.00
<p><b><u>IEUA</u></b>  <i>Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$260.00 (eff. 07/01/19). IEUA pays both primary and alternate for attendance.</i></p>			
Total No. of Meetings Attended			13
Total No. of Meetings <b>Paid</b>			<b>10</b>

**DIRECTOR PAYSHEETS**

**IEUA**

(Page 2 of 2)

DIRECTOR'S SIGNATURE



\_\_\_\_\_  
Jasmin Hall, Vice President

Approved by:   
\_\_\_\_\_

**DIRECTOR PAYSHEETS  
IEUA/IERCA  
REGIONAL POLICY (alternate)  
(Page 1 of 1)**

PAUL HOFER  
EMPLOYEE NO. 1349  
ACCOUNT NO. 10200 120100 100000 501010

**JULY 2020**

<b>DATE</b>	<b>TYPE OF MEETING</b>	<b>ATTENDANCE</b>	<b>TOTAL COMPENSATION</b>
07-01-20	IEUA – IEUA Board Meeting/Workshop (MS Teams/Granicus)	Yes	\$0.00
07-07-20	IEUA – Meeting w/GM Deshmukh re: Agency Business	Yes (staff)	\$0.00
07-08-20	IEUA – Finance & Administration Committee Meeting	Yes	\$0.00
07-15-20	IEUA – CBRFA Commission Mtg & IEUA Board Meeting via Granicus/Microsoft Teams	Yes	\$0.00
07-22-20	IEUA – Special IEUA Board Meeting via Granicus/Microsoft Teams	Yes	\$0.00
<b>TOTAL REIMBURSEMENT</b>			\$0.00
<b><u>IEUA/IERCA</u></b> Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$260.00 (eff. 07/01/19). IEUA pays both primary and alternate for attendance.			
<b><u>Regional Policy Committee Meeting</u></b> (Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$260.00 (eff. 07/01/19.) IEUA pays Regional Policy Committee members (total amount of \$260.00, should reflect on timesheet))			
Total No. of Meetings Attended			5
Total No. of Meetings <b>Paid</b>			<b>0</b>

Director Hofer has waived all stipend payments.

DIRECTOR'S SIGNATURE



Paul Hofer, Director

Approved by:



**IEUA DIRECTOR PAYSHEET  
IEUA/REGIONAL POLICY/  
SAWPA/CDA/IERCA (alternate)  
(Page 1 of 2)**

KATI PARKER  
EMPLOYEE NO. 1362  
ACCOUNT NO. 10200 1200100 100000 501010

**JULY 2020**

DATE	TYPE OF MEETING	ATTENDANCE	TOTAL COMPENSATION
07-01-20	IEUA – IEUA Board Meeting/Workshop via MS Teams	Yes	\$260.00
07-02-20	CDA– Chino Basin Desalter Authority Board Meeting via Zoom	Yes (same day)	\$0.00
07-02-20	REGIONAL POLICY-Policy Committee Meeting via MS Teams	Yes	\$260.00
07-07-20	SAWPA – Regular Commission Meeting via Zoom	Yes	\$40.00
07-07-20	SAWPA – PA24 (Inland Empire Brine Line) Committee Meeting via Zoom	Yes (same day)	\$0.00
07-08-20	IEUA- IEUA Community & Leg. And Eng. Ops, & Water Resources Committee Meetings via MS Teams	Yes	\$260.00
07-15-20	IEUA-CBRFA Commission and IEUA Board Meetings via MS Teams	Yes	\$260.00
07-20-20	IEUA – Meeting with MVWD - History of IEUA with MVWD via MS Teams	Yes	\$260.00
07-21-20	SAWPA – Regular Commission Meeting via Zoom	Yes	\$40.00
07-22-20	IEUA – Special IEUA Board Meeting via MS Teams	Yes	\$260.00
07-23-20	SAWPA - One Water, One Watershed (OWOW) Steering Committee Meeting via Zoom	Yes	\$40.00
07-24-20	IEUA – Leadership Consultant Meeting via Zoom	Yes	\$260.00
<b>TOTAL REIMBURSEMENT</b>			<b>\$1,940.00</b>
<b><u>IEUA/IERCA</u></b>			
Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$260.00 (eff. 07/01/19). IEUA pays both primary and alternate for attendance.			
<b><u>Regional Policy Committee</u></b>			
(Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$260.00 (eff. 07/01/19.) IEUA pays Regional Policy Committee members (total amount of			

**IEUA DIRECTOR PAYSHEET**  
**IEUA/REGIONAL POLICY/**  
**SAWPA/CDA/IERCA (alternate)**  
 (Page 2 of 2)

<p><u>\$260.00, should reflect on timesheet)</u></p> <p><b><u>SAWPA</u></b>          Up to 10 days of service per month per Ordinance No. 105 (i.e., <b>\$40.00</b> – difference between SAWPA (\$220.00 <i>eff. 1/20</i>) and Agency meetings \$260.00 <i>eff. 7/01/19</i>), including MWD meetings. SAWPA pays both primary and alternate for attendance, including mileage.</p> <p><b><u>CDA</u></b>          Up to 10 days of service per month per Ordinance No. 105, including MWD meetings at \$260.00 <i>eff. 7/01/19</i>. Chino Desalter Authority will pay \$150.00 per meeting directly to the Agency. Record full amount on timesheet. CDA pays both primary and alternate for attendance</p>	
<p>Total No. of Meetings Attended</p>	<p style="text-align: center;">12</p>
<p>Total No. of Meetings <b>Paid</b></p>	<p style="text-align: center;">10</p>

DIRECTOR'S SIGNATURE



Kati Parker, President

Approved by: Shivaji Deshmukh

## Attachment 2F

# Payroll-Net Pay-Employees

Non-Board Members	PP 17 Checks	PP 17 EFTs	PP 18 Checks	PP 18 EFTs	August
NET PAY TO EE	\$0.00	\$849,833.60	\$0.00	\$793,276.83	\$1,643,110.43

# INLAND EMPIRE UTILITIES AGENCY

Payroll for August 14, 2020

Presented at Board Meeting on October 21, 2020

GROSS PAYROLL COSTS			\$1,549,958.31
DEDUCTIONS			(\$700,124.71)
NET PAYROLL			849,833.60
<b>NET PAYROLL BREAKDOWN</b>	<b>CHECKS</b>	<b>EFT</b>	<b>TOTAL</b>
CHECKS USED			
TRANSACTION PROCESSED	0	365	365
AMOUNT	\$0.00	\$849,833.60	<u>\$849,833.60</u>

# INLAND EMPIRE UTILITIES AGENCY

Payroll for August 28, 2020

Presented at Board Meeting on October 21, 2020

GROSS PAYROLL COSTS			\$1,439,004.29
DEDUCTIONS			(\$645,727.46)
NET PAYROLL			793,276.83
<b>NET PAYROLL BREAKDOWN</b>	<b>CHECKS</b>	<b>EFT</b>	<b>TOTAL</b>
CHECKS USED			
TRANSACTION PROCESSED		365	365
AMOUNT	\$0.00	\$793,276.83	<u>\$793,276.83</u>

**CONSENT  
CALENDAR  
ITEM**

**3C**

**Date:** October 21, 2020

**To:** The Honorable Board of Directors

*ADD*  
**From:** Shivaji Deshmukh, General Manager

**Committee:** Engineering, Operations & Water Resources

10/14/20

**Executive Contact:** Christiana Daisy, Executive Manager of Engineering/AGM

**Subject:** Ratification of the RP-1 Hot Water Loop Replacement Construction Contract Award

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**Executive Summary:**

The Regional Recycling Plant No. 1 (RP-1) underground hot water loop has experienced multiple failures resulting in interruptions to critical operations at RP-1. Due to compliance and safety concerns, multiple “level one” emergency projects have been issued since December 2019. These multiple failures of this critical infrastructure launched a project to replace the existing hot water loop with new robust materials that will resist heat and corrosion.

Furthermore, staff is taking advantage of this opportunity to improve the system by replacing a group of isolation and drains valves to improve operations.

On September 9, 2020, Inland Empire Utilities Agency (IEUA) received construction bids from three pre-qualified contractors. Ferreira Construction Company (FCC) was the lowest responsive, responsible bidder with a bid price of \$996,000. After bids were received and evaluated, another leak in the hot water loop was discovered on September 15, 2020. To maintain permit compliance, staff executed a contract and directed Ferreira to install the bypass system to the hot water loop with the understanding that this action would require ratification by the Board of Directors. Staff requests approval to ratify awarding a construction contract in the amount of \$996,000 and requests a total budget augmentation in the amount of \$560,000 to the RP-1 Hot Water Loop Replacement Project No. EN20065.

---

**Staff's Recommendation:**

1. Ratify the construction contract for the RP-1 Hot Water Loop and Valves Replacement, Project No. EN20065, to Ferreira Construction Company, in the amount of \$996,000;
2. Approve a total project budget transfer from the Solids Hot Water Loop Valve Replacement, Project No. EN21040, to the RP-1 Hot Water Loop and Replacement, Project No. EN20065, in the amount of \$560,000; and
3. Authorize the General Manager to execute the contract and budget transfer subject to non-substantive changes.

---

**Budget Impact** *Budgeted (Y/N): Y Amendment (Y/N): Y Amount for Requested Approval: \$ 560,000*

*Account/Project Name:*

EN20065/RP-1 Hot Water Loop Replacement  
EN21040/Solids Hot Water Loop Valve Replacement

*Fiscal Impact (explain if not budgeted):*

If approved, the total project budget for the RP-1 Hotwater Loop Replacement, Project No. EN20065, will increase from \$800,000 to \$1,360,000 in the Wastewater Capital (RO) Fund.

**Prior Board Action:**

None.

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**Environmental Determination:**

Statutory Exemption

CEQA exempts a variety of projects from compliance with the statute. This project qualifies for the Common Sense Exemption as defined in Section 15061(b)(3) of the State CEQA Guidelines.

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**Business Goal:**

The RP-1 Hot Water Loop Replacements Project is consistent with IEUA's Business Goal of Work Environment and Wastewater Management, specifically the staff safety and asset management where IEUA will promote and ensure a safe and healthy work environment, exceeding industry best practices and will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustain-ably managed, and can accommodate changes in regional water use.

---

**Attachments:**

Attachment 1 - PowerPoint

Attachment 2 - Consultant Contract

# RP-1 Hot Water Loop and Valves Replacement Construction Contract Award

Project No. EN20065/EN21040



# Project Background

- 3 emergency repairs within past 9 months
- 3<sup>rd</sup> discovered 6 days after these bids opened
- Contractor began work to maintain permit compliance
- This action requires ratification by the Board



# Project Scope

- Installation of a bypass system
- Replace the existing loop with new robust material, resistant to heat and corrosion
- Replace and add isolation/drain valves
- Kennedy Jenks provided engineering support



Existing Dual Pipelines



Proposed New Pipeline

# Contractor Selection

Three bids were received on September 9, 2020, from prequalified contractors:

Bidder's Name	Final Bid Amount
Ferreira Construction	\$996,000
WM Lyles Co.	\$1,383,000
W. A. Rasic	\$1,819,945
<b>Engineer's Estimate</b>	<b>\$1,025,000</b>

# Project Budget and Schedule

Description	Estimated Cost
<b>Design Services</b>	<b>\$49,626</b>
Design Consultant Contract	\$25,000
IEUA Design Services (actuals)	\$24,626
<b>Construction Services</b>	<b>\$125,000</b>
Engineering Services During Construction	\$25,000
IEUA Construction Services (~10%)	\$100,000
<b>Construction</b>	<b>\$1,096,000</b>
Construction Contract (this action)	\$996,000
Contingency (~10%)	\$100,000
<b>Total Project Cost:</b>	<b>\$1,270,626</b>
<b>Total Project Budget (current):</b>	<b>\$800,000</b>
<b>Augmented Project Budget (this action):</b>	<b>\$560,000</b>
<b>Total Revised Budget</b>	<b>1,360,000</b>

Project Milestone	Date
<b>Construction</b>	
Construction Contract Award	October 2020
Construction Completion	April 2021

# Recommendation

- Ratify the construction contract for the RP-1 Hot Water Loop and Valves Replacement, Project No. EN20065, to Ferreira Construction Company, in the amount of \$996,000;
- Approve a total project budget transfer from the Solids Hot Water Loop Valve Replacement, Project No. EN21040, to the RP-1 Hot Water Loop and Replacement, Project No. EN20065, in the amount of \$560,000; and
- Authorize the General Manager to execute the contract and budget transfer subject to non-substantive changes.

The RP-1 Hot Water Loop and Valves Replacement Project is consistent with **IEUA's business goal of Wastewater Management**, specifically the Asset Management objective that IEUA will ensure the treatment facilities are well maintained, upgraded to meet evolving requirements, sustainability managed, and can accommodate changes in regional water use.

## RP-1 Hot Water Loop Replacement

### **1.0 CONTRACT**

THIS CONTRACT, made and entered into this 21st day of October, 2020, by and between Ferreira Construction Company, 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 "IEUA".

#### **WITNESSETH:**

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

- A.** CONTRACTOR agrees to perform and complete in a workmanlike manner, all Work required under these Bid Documents FOR **Invitation for Bids, IFB-JV-20-014, Project No. EN20065, RP-1 Hot Water Loop Replacement**, in accordance with the Bid Documents, 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 Bid Documents to be furnished by IEUA, and to do everything required by this Contract and the said Bid Documents.
- B.** 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 Bid Documents; 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 IEUA, 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 Bid Documents are expressly stipulated to be borne by IEUA; and for completing the Work in accordance with the requirements of said Bid Documents, IEUA will pay and said CONTRACTOR shall receive, in full compensation therefore, the price(s) set forth in this Contract.
- C.** That IEUA 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 Section 4 – Forms, Bid Price Schedule & Bid Forms, and accepted by IEUA, and set forth in this below.

Total Bid Price: \$966,660 Dollars and 0 Cents.

- D. IEUA 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 Bid Documents; 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.
- E. The Notice Inviting Bids, Instructions to Bidders, Bid Forms, Information Required of Bidder, Performance Bond, Payment Bond, Contractor's License Declaration, Specifications, Drawings, all General Conditions, Special Conditions, and all Project Requirements, and all Addenda issued by IEUA 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.
- F. 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 IEUA **two hundred and ten (210)** calendar days after the Notice to Proceed. All Work shall be completed before final payment is made.
- G. Time is of the essence on this Contract.
- H. CONTRACTOR agrees that in case the Work is not completed before or upon the expiration of the Contract Time, damage will be sustained by IEUA, and that it is and will be impracticable to determine the actual damage which IEUA will sustain in the event and by reason of such delay, and it is therefore agreed that the CONTRACTOR shall pay to IEUA the amounts as set forth in Section 2 – General Information, S., Liquidated Damages for each day of delay, which shall be the period between the expiration of the Contract Time and the date of final acceptance by IEUA, 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 IEUA, and the CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the CONTRACTOR agrees that IEUA 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.
- I. In addition to the liquidated damages, which may be imposed if the CONTRACTOR fails to complete the Work within the time agreed upon, IEUA 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.
- J. That the CONTRACTOR shall carry Workers' Compensation Insurance and require all subcontractors to carry Workers' Compensation Insurance as required by the California Labor Code.

- K. That the CONTRACTOR shall have furnished, prior to execution of the Contract, two bonds approved by IEUA, 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.
- L. The CONTRACTOR hereby agrees to protect, defend, indemnify and hold IEUA 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 IEUA 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.

- M. The CONTRACTOR, by signing the contract does swear under penalty of perjury that no more than one final unappeasable finding of contempt of court by a Federal court has been issued against the CONTRACTOR within the immediately preceding two year period because of the CONTRACTOR's failure to comply with an order of a Federal court which orders the CONTRACTOR to comply with an order of the National Labor Relations Board (Public Contract Code 10296).

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

By \_\_\_\_\_  
*General Manager*  
**Shivaji Deshmukh**

\* A Municipal Water District

CONTRACTOR

By Brandon Pensick  
**Vice President**  
Title

**Brandon Pensick**  
**Vice President**

**CONSENT  
CALENDAR  
ITEM**

**3D**

**Date:** October 21, 2020

**To:** The Honorable Board of Directors

*SSD*  
**From:** Shivaji Deshmukh, General Manager

**Committee:** Engineering, Operations & Water Resources

10/14/20

**Executive Contact:** Christiana Daisy, Executive Manager of Engineering/AGM

**Subject:** NSNT Sewer Siphon Replacement Consultant Contract Award

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**Executive Summary:**

The City of Ontario notified Inland Empire Utilities Agency (IEUA) about an odor complaint. Collection and Source Control Groups worked on short-term solutions while Engineering investigated a long-term solution. The existing siphon located in the North System North Trunk Sewer (NSNT) has reduced flow caused by closure of the energy production plant as well as poor slope both of which contribute to the build-up of solids, which causes odors.

Michael Baker International (MBI) was hired to provide a high level analysis to resolve the issue. Their review included an analysis to determine the feasibility of eliminating the siphon by adding a new gravity sewer in a new alignment along either Hellman Avenue or Archibald Avenue. The most viable solution is constructing a new sewer in Hellman Avenue, with a drop manhole to cross the Metropolitan Water District (MWD) aqueduct line.

Staff recommends awarding a single-source contract for final design services to MBI for a new alignment, since addressing the issue is time-sensitive.

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**Staff's Recommendation:**

1. Award a single source consultant contract for the NSNT Sewer Siphon Replacement, Project No. EN20064, to Michael Baker International, for a not-to-exceed amount of \$241,130; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes.

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

Account/Project Name:

EN20064/NSNT Sewer Siphon Replacement

*Fiscal Impact (explain if not budgeted):*

None.

**Prior Board Action:**

None.

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**Environmental Determination:**

Statutory Exemption

CEQA exempts a variety of projects from compliance with the statute. This project qualifies for the Common Sense Exemption as defined in Section 15061(b)(3) of the State CEQA Guidelines.

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**Business Goal:**

The NSNT Sewer Siphon Replacement Project is consistent with IEUA's Business Goal of Environmental Stewardship, specifically safeguarding public health and the environment. Staff will control odors at all Agency facilities for the purpose of improving the environment and being a good neighbor to the local community.

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**Attachments:**

Attachment 1 - PowerPoint

Attachment 2 - Consultant Contract

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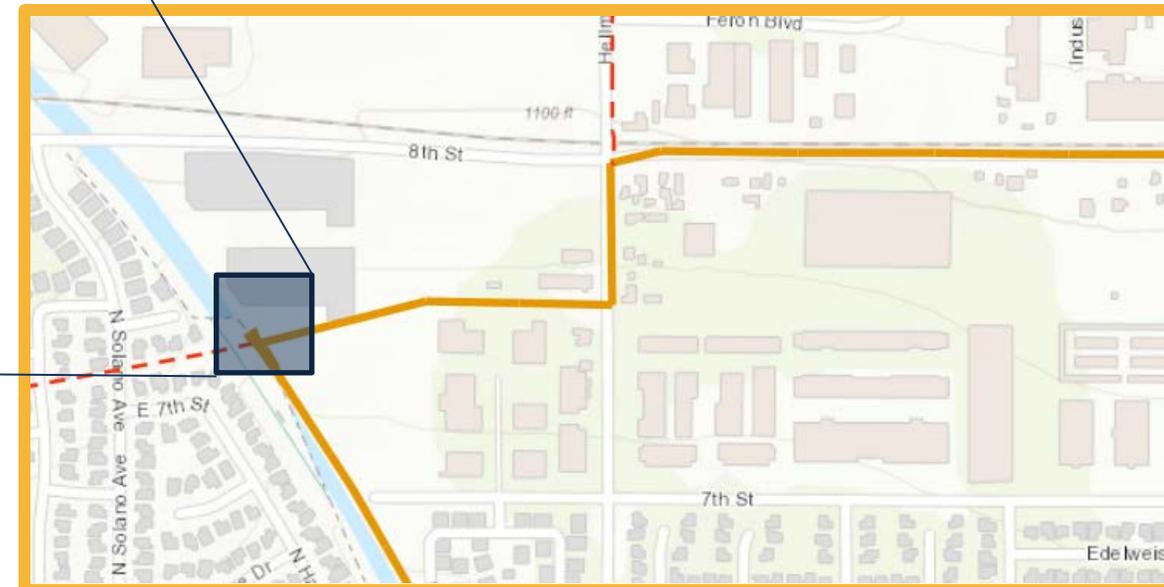
# NSNT Sewer Siphon Replacement Consultant Contract Award Project No. EN20064



# Project Background



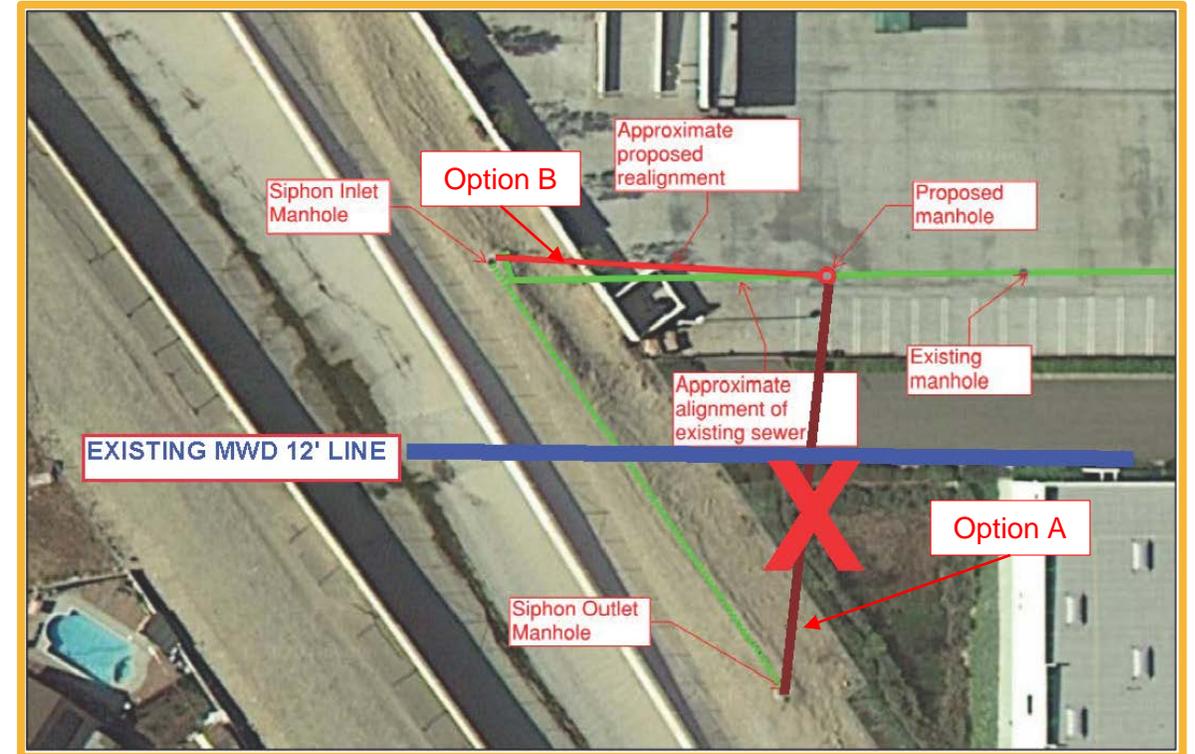
- Siphon located along the Cucamonga Creek Channel
- Uphill slope - low velocity - odor complaints
- Michael Baker International (MBI) provided two analyses



# Project Scope

## ALTERNATIVE 1: MODIFY THE SIPHON

1. OPTION A- Realign to connect the south
    - Not feasible 12' Diameter existing MWD
  2. OPTION B- Realign the incoming line and install a new manhole.
    - Not certain will work due to poor slope
- Modifications to the existing siphon are not expected to provide any significant improvements.



# Project Scope

## ALTERNATIVE 2 – CONSTRUCT NEW SEWER

- Alignment A - Hellman Avenue
- Alignment B - Archibald Avenue

Alignment	Construction Cost
A.1- Hellman w/ Drop Manhole	\$1,985,000
A.2- Hellman w/ Siphon	\$1,530,000
B.1- Archibald w/ Drop Manhole	\$2,280,000
B.2- Archibald w/ Siphon	\$1,770,000

\*A-1 is recommended option.



# Project Budget and Schedule

Description	Estimated Cost
<b>Design Services</b>	<b>\$331,130</b>
Design Consultant Contract	\$241,130
IEUA Design Services	\$90,000
<b>Construction Services</b>	<b>\$280,000</b>
Engineering Services During Construction	\$140,000
IEUA Construction Services (~5%)	\$140,000
<b>Construction</b>	<b>\$2,382,000</b>
Construction Contract (estimate)	\$1,985,000
Contingency (~20%)	\$397,000
<b>Total Project Cost:</b>	<b>\$2,993,130</b>
<b>Total Project Budget</b>	<b>\$500,000*</b>

Project Milestone	Date
<b>Evaluation</b>	
Consultant Contract Award	October 2020
Design Completion	October 2021
Construction Contract Award	January 2022
Construction Completion	January 2023

\*Total Project Budget will be amended during the FY 2021/22 Ten-Year Forecast budgeting cycle.

# Recommendation

- Award a single source consultant contract for the NSNT Sewer Siphon Replacement, Project No. EN20064, to Michael Baker International, for a not-to-exceed amount of \$241,130; and
- Authorize the General Manager to execute the contract subject to non-substantive changes.

The NSNT Sewer Siphon Replacement Project is consistent with IEUA's ***Business Goal of Environmental Stewardship***, specifically safeguarding public health and the environment. Staff will control odors at all Agency facilities for the purpose of improving the environment and being a good neighbor to the local community.



**CONTRACT NUMBER: 460002961  
FOR  
NORTH SOUTH NORTH TRUNK (NTST) SEWER SIPHON REPLACEMENT  
PROJECT NO. EN20064**

THIS CONTRACT (the "Contract"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 interchangeably referred to as "IEUA" and "Agency") and Michael Baker International, Inc., with offices located in Ontario, California (hereinafter referred to as "Consultant"), for professional design services in support of the NTST Sewer Siphon Replacement, Project No. EN20064.

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

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

Project Manager: Adham Almasri, P.E., Senior Engineer  
Address: 6075 Kimball Avenue  
Chino, California 91708  
Telephone: (909) 993-1462  
Facsimile: (909) 993-1982  
Email: aalmasri@ieua.org

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

Consultant: Dan Smith, P.E., QCM  
Address: 3536 Conours, Suite 100  
Ontario, California 91764  
Telephone: (909) 974-4004  
Facsimile: (626) 683-8938  
Email: dan.smith@mbakerintl.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
- A. Amendments to Contract Number 4600002961
  - B. Contract Number 4600002961 General Terms and Conditions.
  - C. Consultant's Proposal dated, September 9, 2020.
4. SCOPE OF WORK AND SERVICES: Consultant's services and responsibilities shall be in accordance with Consultant's Proposal, as outlined in **Exhibit A** which is referenced herein, attached hereto, and made a part hereof (hereinafter "Work").

Familiarity with Scope of Work: By execution of this Agreement, Consultant warrants that:

- (1) It has thoroughly investigated and considered the scope of the Work under this Agreement to be performed, based on all available information; and
  - (2) It carefully considered how the Work should be performed; and
  - (3) It fully understands the difficulties and restrictions attending the performance of the Work under this Agreement; and
  - (4) It has the professional and technical competency to perform the Work and the production capacity to complete the Work in a timely manner with respect to the Scope of Work.
5. TERM: The term of this Contract shall extend from the date of the Notice to Proceed and terminate on December 31, 2021, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. COMPENSATION: Agency shall pay Consultant's once-monthly, properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice by Agency. Invoices shall include the name of assigned personnel, fully burdened hourly billing rate, dates worked, a brief description of work, as well as the Contract Number 4600002961 for payment. Payment shall be withheld for any service which does not materially meet Agency requirements or have proven unacceptable until such service is revised, the invoice resubmitted and accepted by the Project Manager. Consultant's original invoice shall be submitted electronically to [apgroup@ieua.org](mailto:apgroup@ieua.org). Should Consultant engage in any public works activity covered under California prevailing wage laws (California Labor Code §1720 et seq.) in excess of \$1,000.00 in billing value, Consultant shall provide with all public works invoicing certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements as stipulated in SB-854 [ <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> ].

In compensation for the Work represented by this Contract, Agency shall pay Consultant NOT-TO-EXCEED a maximum total of **\$241,130.00** for all services provided in accordance with **Exhibit A**, referenced herein, attached hereto, and made a part hereof.

Agency may, at any time, make changes to the Scope of Work, including additions, reductions, and changes to any or all of the Work, as directed in writing by the Agency. Such changes shall be made by an Amendment to the Contract. Any changes shall be made by a written Amendment to the Contract. Consultant's invoice must be submitted by Consultant and accepted by the Agency's Project Manager, and shall include a breakdown by items completed, all associated labor provided, labor hours supplied and associated hourly rates, dates worked, the current monthly amount due, and the cumulative amount invoiced to-date against this Contract, using the Agency's standard Excel-based invoicing template **Exhibit B**. Invoice shall not be submitted in advance and shall not be dated earlier than the actual date of submittal. A copy of subject Excel invoicing template shall be furnished by the Agency's Project Manager.

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

8. FITNESS FOR DUTY:

A. Fitness: Consultant 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.
4. Compliance: Consultant shall advise all Consultant 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. Consultant shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

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

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

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
  2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
  3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. As such, a PWC-100 shall be generated under the direction of the IEUA Project Manager or their designee.
9. **INSURANCE:** During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.
- A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:
1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required claim limit.
  2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
  3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
  4. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to and approved by the Agency.

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

2. Workers' Compensation and Employers Liability Coverage

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

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be, canceled by either party, except after thirty (30) days prior written notice by mail, has been given to the Agency.

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

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

10. LEGAL RELATIONS AND RESPONSIBILITIES

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

- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager. For this project subcontractor list law shall apply.
- E. 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.

Consultant understands and acknowledges that executing this Agreement may inhibit the Consultant from engaging in future contracts, jobs, or agreements with the Agency that is, or can be considered, related to the Scope of Work due to a potential conflict of interest.

- F. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to IEUA 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 shall be thoroughly investigated by the Agency.
- G. Non-Conforming Work and Warranty: Consultant represents and warrants that the Work and Documentation shall be performed within the Standard of Care. Consultant 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 Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position.

Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract. Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

H. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
  - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person shall be designated as Arbitrator.

- b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
  - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Joinder in Mediation/Arbitration: The Agency may join the Consultant in mediation or arbitration commenced by a subcontractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.

11. INDEMNIFICATION: Consultant shall indemnify the Agency, its directors, employees and assigns, and shall hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this Contract, to the extent caused by Consultant's negligence or willful misconduct. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.
12. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract. Any modifications or reuse of such materials for purposes other than those intended by the Contract shall be at the Agency's sole risk and without liability to Consultant. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

13. TITLE AND RISK OF LOSS:

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

14. PROPRIETARY RIGHTS:

- A. Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:
  - 1. Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.
  - 2. If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.
  - 3. If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify,

copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

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

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

Consultant shall defend, indemnify and hold harmless, Agency, its officers, directors, agents, employees, successors, assigns, servants, and volunteers free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses 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.

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

However, Consultant will not indemnify Agency if the suit or claim results from: (1) Agency's alteration of a deliverable such that Agency's alteration of any deliverable created the infringement upon any presently existing U.S. letters, patent or copyright or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

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

Agency: Warren T. Green  
Manager of Contracts  
Inland Empire Utilities Agency, a Municipal Water District  
P.O. Box 9020  
Chino Hills, California 91709

Consultant: Dan Smith, P.E., QCM  
Program Manager  
Michael Baker International  
3536 Concours, Suite 100  
Ontario, California 9176

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

17. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency, such consent to not be unreasonably withheld; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
  
18. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to this work.  
  
In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure, (e.g., "Confidential," "Proprietary" or "Trade Secret,") Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary" or "Trade Secret," Consultant shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.
  
19. CERTIFICATION UNDER LABOR CODE SECTION 1861 BY CONSULTANT: I, the undersigned Consultant, am aware of the provisions of Section 3700 et seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Consultant, agree to and will comply with such provisions before commencing the performance of the work of this Agreement.
  
20. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after termination of the Contract. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
  
21. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.

22. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, County of San Bernardino.
23. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
24. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
25. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.
26. AGENCY-PROVIDED INFORMATION AND SERVICES: The Agency shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, all subject to Agency's prior approval, and Consultant shall be entitled to use and rely upon all such information and services provided by the Agency or others in performing Consultant's services under this Agreement.
27. THIRD PARTIES: The services to be performed by Consultant are intended solely for the benefit of the Agency. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnify rights or otherwise shall accrue to a third party as a result of this Agreement of the performance of Consultant's services hereunder.

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

INLAND EMPIRE UTILITIES AGENCY:  
(A Municipal Water District)

MICHAEL BAKER INTERNATIONAL:

\_\_\_\_\_  
Shivaji Deshmukh  
General Manager

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Daniel G. Smith  
Water Resources Department Manager

09-28-2020

\_\_\_\_\_  
(Date)

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# **Exhibit A**

September 9, 2020

Proposal  
Electronic Submittal

Mr. Adham Almasri, P.E.  
Senior Engineer  
Inland Empire Utilities Agency (IEUA)  
6075 Kimball Avenue  
Coachella, CA 92236

Subject: Proposal for NSNT Sewer Siphon Relocation, IEUA Project #EN20064

Dear Mr. Almasri:

As a follow-up to the workshop for the NRW Pipeline Siphon Replacement – Gravity Alignment Feasibility Technical Memorandum (TM) and subsequent internal agency staff meetings, IEUA has decided to move forward with Option 1-A of that TM which is a deep gravity sewer alignment in Hellman Avenue with a drop manhole structure to go under the 12-foot diameter MWD aqueduct line. IEUA is requesting a proposal for professional engineering services for the design and preparation of construction documents (plans, specifications, and cost estimates) for this gravity sewer alternative to replace the existing NRW pipeline alignment, west of Hellman Avenue to the Cucamonga Creek channel and southerly along the channel, including the existing sewer siphon at the channel.

### **Introduction**

The NRW Pipeline Siphon Replacement – Gravity Alignment Feasibility Technical Memorandum (TM) outlined several alternatives for a gravity sewer replacement of the existing NRW Pipeline that runs from 8th Street southerly down Hellman Avenue, then turns westerly to the Cucamonga Creek Channel, through a double-barrel siphon, and then southerly along the easterly side of the channel back to Hellman Avenue. See Figure 1 on the next page for a graphic representation of the proposed NRW realignment and the abandonment of the existing NRW Pipeline.

The proposed alignment will consist of approximately:

- 3,325 feet of 12-inch sewer with depths varying from 16 feet deep to 28 feet deep.
- 10 new manholes
- 60 feet of Jack and Bore 12-inch sewer in a 24-inch steel casing
- Bypass pumping and connections to existing facilities

The decommissioning of the existing NRW pipeline will consist of abandoning approximately:

- 4,760 feet of 21-inch RCP and 18-inch VCP sewer pipe
- 12 manholes
- Double barrel sewer siphon (12-inch and 15-inch)

### **Approach**

The project will commence with a kick-off meeting with Michael Baker's Project Manager (Momo Savovic, PE), Project Engineer (Miles Costanza, PE), Program Manager (Dan Smith), and IEUA's CVWD's engineering and operations personnel. MBI will then proceed with the site reconnaissance, records

research, field survey and mapping, and geotechnical investigations to assimilate the existing site information. An Alignment Technical Memorandum (TM) will be prepared for District review that includes preliminary alignment alternative plan view drawings that utilize the base plan of existing conditions created for this project and the proposed alignment for the replacement pipeline, the proposed design parameters will be listed, right-of-way concerns discussed, trench sections provided along with an Opinion of Probable Construction Cost (OPCC). The TM will be reviewed by District staff and discussed in a preliminary design workshop with MBI to vet the proposed alignments and any construction phasing and tie-in concerns that Operations may have.



Figure 1: Pipeline Alignments

The final approved TM will constitute the 30-percent design review level and will identify the horizontal alignments and connection configurations. The 50-percent plans will be developed utilizing the recommendations of the approved TM, and the 100-percent plans will be developed using the comments and discussion from the 50-percent plan review workshop. Final plans will incorporate IEUA's comments from the 100-percent plan review workshop and any additional comments from the City of Rancho Cucamonga required for their approval.

### **Schedule**

Our schedule of Preliminary Project Milestones assumes that an NTP will be issued by October 22, 2020. We have allowed for a three-week District review period each for the review of the Alignment TM and the 50-percent plans; the 100-percent are allotted four weeks for IEUA review.

The overall design for the project can be completed in approximately 10 months as shown in our schedule of milestones. The project will require close coordination with District staff and receiving review comments from various departments at the same time. To facilitate this schedule, we plan to have review workshop at the time of the submittal review comment are available so that the design concepts and any plan changes can be directly communicated to staff. The District's project manager can then compile the comments from the meeting with staff and any additional comments that may have developed after the workshop. It would be expected that comments would be received within three working days of the workshop.

### **Geotechnical/Utilities**

The geotechnical investigation work for this project assumes that boring will be performed approximately every 1,000 feet along the alignment. We are assuming a total of five borings with one boring near the location of the proposed jack and bore section.

Pothole exploration for up to 40 pothole locations is included. Michael Baker has recently encountered an increasing number of agencies requiring a grind and overlay asphalt repair and not willing to accept cold patch repairs of potholes. The pothole fee includes the grind and overlay repair. During the course of the project, if Rancho Cucamonga is willing to accept cold patch repairs, the cost savings will be passed along to IEUA. Michael Baker has elected to provide the more expensive repair costs up front in the proposal, to avoid requests for additional funds due to pavement patching requirements. During the development of this proposal, Michael Baker reached out to the City but was not able to obtain a definitive answer on what the patching requirements will be for this project.

### **Project Understanding**

Our project understanding and scope of work is based upon our discussions and your email of August 28, 2020 (a copy attached), and our previous work on the NRW Pipeline Siphon Replacement – Gravity Alignment Feasibility Technical Memorandum.

Attached please find our Scope of Services (Exhibit A), Compensation and Payment (Exhibit B), and Preliminary Project Milestones (Exhibit C). If the attached are acceptable, please forward to Michael Baker a professional services agreement (PSA) from IEUA. We are prepared to begin the work immediately following your written authorization to proceed and execution of the PSA.

Our scope of work details our proposed submittals and completion levels. The estimated engineering services fee for this task order is \$241,130. This fee includes standard grind and overlay for pavement repair of the utility verification potholes; for the 40 potholes included as part of this project that amount is just over \$31,000. If the City of Rancho Cucamonga will accept the typical temporary compacted pothole patches normally provided for potholing, then this amount will be reduced.

We appreciate the opportunity to provide this proposal and look forward to working with you. Please feel free to contact our Project Manager Momo Savovic at (760) 855-3224 or myself at (951) 506-2087, if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Savovic Momo" with a stylized flourish at the end.

Momo Savovic, P.E.  
Project Manager

A handwritten signature in blue ink that reads "Dan Smith" with a stylized flourish at the end.

Dan Smith, P.E., QCM  
Program Manager

## **EXHIBIT A**

### **NSNT Sewer Siphon Relocation Project, IEUA Project #EN20064**

#### **Scope of Services**

#### **TASK 1. PROJECT ADMINISTRATION**

##### **1.1 Project Management**

Provide project management during the preliminary and final design phases of the project. Project Management will include project coordination, schedule and billing management.

##### **1.2 Meetings**

The Project "Kick-Off" Meeting will be held within a week of Notice to Proceed. This meeting should include representatives from, but not be limited to, IEUA (Engineering and Operations) Michael Baker (PM and PE), and subconsultants if needed. The primary objective is to establish project protocol, finalize the project schedule, and identify key technical and regulatory issues. There will be a half-hour coordination call every two weeks through the project design duration, it is assumed the design will take 10 months to complete assuming no unusual agency delays, therefore we are projecting 18 coordination conference calls. There will be a comment review meeting for the Alignment Technical Memorandum and two Agency plan review meetings following the District review of the plans and specifications at the 50-percent and 100-percent completion levels. It is assumed that the coordination meetings will be virtual meetings and the plan review meetings will be face-to-face meetings at IEUA's offices. Michael Baker will provide agenda and meeting minutes for each meeting. It is assumed that compiled Agency comments to be available from IEUA within 3 days of the plan review meetings.

Quality Control/Quality Assurance: The deliverables will be reviewed by a senior project manager for content, clarity, and accuracy prior to submittal to the District.

##### **1.3 Metropolitan Water District Coordination**

Michael Baker will submit 50% and 100% Drawings to Metropolitan Water District (MWD) for review and comment. Coordination is limited to 16 hours of time for coordination with MWD and is included in this task at the rates shown in the fee schedule.

#### **TASK 2. FIELD RECONNAISSANCE, DATA COLLECTION, UTILITY RESEARCH, AND CATEGORICAL EXEMPTION DOCUMENTATION**

##### **2.1 Field Reconnaissance**

Perform a reconnaissance survey to become familiar with the project sites, develop a photographic inventory of the locations and existing improvements, and identify issues to be considered in the alignment selection.

##### **2.2 Research and Review of Record Information**

The team will obtain and review available reports, right-of-way maps, drawings, and standard specifications from IEUA, and other local agencies and review utility maps and easement information regarding abandoned, existing, and proposed utilities corresponding to the project sites. Utility maps will be reviewed to corroborate the utility information to be shown on the base mapping CADD files IEUA will pay any and all charges by the utility agencies and entities associated with utility maps and easement information procurement regarding abandoned, existing, and proposed utilities corresponding to the project sites. Utility maps will be reviewed to corroborate the utility information to be shown on the base mapping CADD files. Records research will include road right-of-way and public easements along the existing alignment with the City of Rancho Cucamonga.

### **2.3 Utility Mark-Outs and Subsurface Utility Locating**

Michael Baker team member, Kana Subsurface Engineering, will contact Underground Service Alert to mark-out any utilities within the project area limits as defined by the team. Utilities identified to be located will be exposed using vacuum extraction potholing methods. This will include excavation, identifying the utility size and material type, depth measurement to top of utility, backfilling using native materials, temporary asphalt patching of the vacuum extraction hole, and basic traffic control per the MUTCD manual. An allowance for forty (40) potholes is included in the base fee amount. Any potholes locations exceeding forty (40) potholes can be covered under the additional services listed below. Any City requirements for traffic control outside of typical MUTCD requirements will also be an additional service. IEUA will pay the costs for the encroachment permit for potholing. Pavement patches have assumed a standard grind and overlay repair, any additional requirements beyond industry standards is not included.

### **2.4 Permit Processing for Local Agencies**

Process encroachment permits as may be required by local agencies for District installed portions of the work. It is anticipated that permit coordination will be required for the City of Rancho Cucamonga. Effort is limited to the eight hours as shown on the fee breakdown. Permit fees shall be paid by IEUA.

## **TASK 3. SURVEY/MAPPING FIELD RECONNAISSANCE, DATA COLLECTION, AND UTILITY RESEARCH**

### **3.1 Aerial Topographic Mapping**

Michael Baker will prepare an Aerial Topographic Map of the project site, at a scale of 1"=40', with one-foot contour intervals. This topography will tie into local benchmarks and control as specified to the district. The work shall include:

- Preparation of a flight plan and layout of ground control targets;
- Field surveying services to set ground control panels and survey their precise positions on the appropriate coordinate system basis;
- Aerial photogrammetric services;
- Compilation of planimetric and topographic features from controlled stereo pair photographs to digital medium;

- Perform field survey check profile observations and office analysis of said observations to check ground truth of the compiled map within accepted standards.

### **3.2 Record Data Base Map**

In order to include and plot the record position of the project boundary in approximate orientation with a specific coordinate system, compiled aerial topographic base data or other overlay features, Consultant shall perform the following tasks:

- Consultant shall perform research of the available public records via on-line services to obtain maps and other items that affect the boundary location of the property;
- Consultant shall prepare a preliminary record data map to be used by the field survey crew to search for a sampling of boundary monuments;
- Consultant shall perform a field survey of said monuments in order to establish orientation of the record survey data in relation to the coordinate system used in the topographic mapping;
- Consultant shall plot the record boundary lines on the aerial base map, with the understanding of the Client that said record boundary is NOT the result of a comprehensive boundary survey and analysis, and that it's orientation may disagree substantially from the position determined by a full boundary survey and analysis;
- The budget for this scope of work is based upon an assumption that adequate and accessible boundary monumentation exists in the immediate project vicinity to control this record data survey.

Any cost associated with the preparation and processing of a Record of Survey Map, if one becomes necessary as a legal requirement, shall be covered by IEUA.

### **3.3 Supplemental Topographic Survey**

In addition to the Aerial Topographic Survey included in Task 3.1 above, Michael Baker shall perform a supplemental field topographic survey to show more detailed information as needed by the engineering team for design.

The location of the following ground surface and/or visible underground items are the primary target of this survey:

- Water meters;
- Electrical and other above ground dry utility items;
- Sewer cleanouts (if any);
- Culverts and visible storm drain system items;
- Tree locations

The following items are specifically not required and not included in this survey:

- Street cross sections

### **3.4 Pothole Location Survey**

After exposure of the object by the Pothole Contractor, said Contractor will set durable reference tie points at the ground or paved surface and prepare notes and sketches to describe the reference points and their relationship to the exposed object. Contractor will further document other characteristics of the object and backfill the pothole.

After all potholes have been excavated, documented and backfilled as described above, the Contractor will notify the Consultant's survey crew and schedule a move-in by the crew to locate the reference tie points.

Consultant shall then provide a field survey to determine the horizontal and vertical location of the tie points, document the location on a set of survey notes and provide the information to the design engineer.

The fee amount shown for this task in this agreement assumes that the services described herein will cover 40 potholes in no more than 2 survey crew move-ins.

Standby time for the survey crew is not a part of this agreement and will be covered as "extra work" on a time and materials basis pursuant to the Michael Baker rate schedule.

Coordination and compensation for the work performed by the pothole excavation Contractor are not covered by this task unless otherwise stated in this agreement.

## **TASK 4. GEOTECHNICAL INVESTIGATION**

### **4.1 Field Investigation**

Michael Baker team member, Petra Geosciences, will perform a geotechnical investigation and evaluation of the project area. The purpose of this evaluation is to determine the nature of subsurface soil conditions, evaluate their in-place characteristics, and provide geotechnical recommendations for the design and construction of the sewer line. The project includes open-cut pipeline installation, and jack-and-bore beneath the 12-foot diameter Metropolitan Water District water line. For purposes of this proposal, it is anticipated that the depth of pipeline will be on the order of 30 below ground surface.

The following services will be performed as part of the geotechnical investigation:

- Collect and review readily available literature and maps pertaining to soil and geologic conditions within and adjacent to the site.
- Review plans and project specifications made available to us at the time of our investigation.
- Drill 5 borings (one at the jacking pit or receiving pit and 4 along the alignment), on the order of 35 to 45 feet below the existing surface or refusal. All borings will be drilled utilizing a standard, truck-mounted, hollow stem auger drilling rig having the appropriate depth and sampling capabilities. Borings will be backfilled with excavated soils. Fieldwork is anticipated to require 2 days of effort.

- Provide traffic control plans and implement during the field work.
- Log and field-classify soil materials encountered in each boring in accordance with the visual-manual procedures outlined in the Unified Soil Classification System and the American Society for Testing and Materials (ASTM) Procedure D 2488-90. If encountered, the depth to seepage zones and/or static groundwater will also be documented. All field activities will be performed by or under the direct observation of a State of California Certified Engineering Geologist.
- Collect representative bulk and undisturbed soil samples for laboratory analysis. Undisturbed samples will be retrieved at 1- to 5-foot depth intervals utilizing a 2.4-inch inside diameter, modified-California split-spoon sampler. In addition, where granular soils are encountered within the saturated zone, these materials will be selectively sampled using the Standard Penetration Test (SPT) method in accordance with ASTM Procedure D 1586-92. To ensure uniformity of driving energy, all samples will be driven with successive 30-inch blows delivered by a 140-pound hammer assembly.
- Perform appropriate laboratory analysis on soil samples which may include the following: in-situ and maximum dry density; in-situ and optimum moisture content; corrosivity tests (pH, Sulfate, Chloride and Resistivity) and direct shear tests on undisturbed specimens.
- Perform geologic and engineering analysis on data collected.
- Prepare a geotechnical report presenting the results of our evaluation and recommendations for the proposed project.

Our evaluation will not include a study of the effects of the proposed development on the environment and excludes any assessment or treatment of hazardous wastes, which may exist on or beneath the site.

#### **4.2 Geotechnical Report**

A project specific geotechnical report will be provided. In general, the geotechnical report is expected to include the following information:

- A description of site conditions and geotechnical factors that may influence site development.
- A summary of project requirements and design criteria as known to us at the time of our field exploration and report preparation.
- A summary of subsurface conditions as encountered during our field exploration.
- A geotechnical map depicting the locations of our exploratory assessment points.
- Logs of our exploratory borings.
- A description of laboratory test procedures and test results.
- Regional faulting and site seismicity, including secondary seismic effects.
- Presence of groundwater and its potential adverse impact on the site development.
- A preliminary discussion regarding temporary excavation stability and sidewall stabilization requirements (as necessary).

The geotechnical fee was prepared prior to obtaining any site-specific subsurface information or project specifications. If additional time is required to complete some of the services outlined previously (i.e., additional data acquisition, laboratory testing or field exploration time, etc.), additional costs may be incurred to complete the study. If unusual or unexpected

environmental, soil or geologic conditions are encountered in our field investigation that requires increasing the amount of investigation, depth of exploration and/or the number of exploration sites, it may be necessary to modify the scope and cost of the study. If such is the case, Michael Baker will inform IEUA immediately to discuss what impact these conditions may have on the study and an amendment to this proposal will be prepared that provides a revised scope of services and associated costs.

## **TASK 5. ALIGNMENT TECHNICAL MEMORANDUM**

### **5.1 Preliminary Design Plan for Overall Alignment**

Utilizing the existing conditions base plan from the field survey, aerial mapping, records research, and the information obtained from the utility research, prepare a conceptual plan for the proposed alignment of the replacement NRW pipeline. Conceptual plans will show two alternative alignments for discussion with District staff. It is anticipated that an overall exhibit showing the entire alignment will be prepared in addition to preliminary single line tie-in details.

### **5.2 Alignment Technical Memorandum (TM)**

Prepare a preliminary design technical memorandum that summarizes the existing conditions and the proposed design parameters for the water main replacements. The design recommendations in the memorandum will include alignment analysis, potential utility conflicts and resolutions, pipeline configuration and appurtenance locations, record right-of-way information, trench design calculations, and any special construction considerations. Pipe materials per approved material list.

After the workshop with IEUA staff to review the Alignment TM, IEUA's comments will be addressed and incorporated into a final TM. This TM will be the basis of developing the design through the final submittal of plans and specifications. The design recommendations in the memorandum will include alignment analysis, potential utility conflicts and resolutions, any right-of-way considerations and preliminary Opinion of Probable Construction Costs.

## **TASK 6. FINAL DESIGN**

### **6.1 50-Percent Submittal**

Upon acceptance of the final TM, proceed from to 50-percent complete plans; bid forms, and technical specification listing will be a part of this submittal. At 50-percent the details sheets will not be complete but will demonstrate the intent of the concepts approved from the TM. The 50-percent plans will incorporate all survey data and utilities research accomplished to date.

The Sheet layout and formatting will be in accordance with IEUA's Design Manual. The 50-percent plan submittal shall include:

1. Title Sheet
2. General Notes, Water Notes, Symbols, Legends, and Abbreviations
3. Index Map
4. Plan and Profile – Hellman Avenue Station 0+00 to Station 9+00

5. Plan and Profile – Hellman Avenue Station 9+00 to Station 18+00
6. Plan and Profile – Hellman Avenue Station 18+00 to Station 27+00
7. Plan and Profile – Hellman Station 27+00 to Station 34+00
8. Jack and Bore Details
9. Demolition Plan for Existing NRW Sewer Pipeline and Sewer Siphon
10. Trench Paving Repair Details (1 sheet)
11. Detail Sheets (2 sheets)
12. Traffic Control Plans (up to 7 sheets)

Deliverables will include two half-sized sets of plans, two hard copies of the proposal forms, technical specification listing and Opinion of Probable Construction Cost (OPCC). A PDF of the plans, specification listing and OPCC will also be submitted. Pothole data will also be a part of this submittal.

## **6.2 100-Percent Submittal**

Address and incorporate District comments from the 50-percent submittal and prepare 100-percent complete plans. Proposal forms, technical specifications, and Opinion of Probable Construction Cost will be a part of this submittal.

Deliverables will include one full sized plan set, two half sized sets of plans, two hard copies of the proposal forms, technical specifications and OPCC. A PDF of the plans, specifications and OPCC will also be submitted.

## **6.3 Final Submittal**

Address and incorporate District comments from the 100-percent submittal into the Final plans. Final Proposal forms, technical specifications, and Opinion of Probable Construction Cost will be a part of this submittal.

Final deliverables will include two full-sized plan sets, two half-sized sets of plans, final hard copies of the proposal forms, technical specifications and OPCC. A PDF of the signed and sealed plans, specifications and OPCC will be submitted along with the CADD files for the plans and the Word files for the proposal forms, technical specifications and OPCC.

## **6.4 Traffic Control Plans**

Engineered traffic control plans will be developed in for the selected alignment and be submitted to the City of Rancho Cucamonga at the 100% for review and comment. The City's comments will be addressed, and the final traffic control plans will be included in the Final Submittal Drawings. The traffic control plans are anticipated to include 7 sheets and include the major intersections of 8<sup>th</sup> Street and Hellman, 7<sup>th</sup> Street and Hellman, and 6<sup>th</sup> Street and Hellman.

The following assumptions have been made for Task 6.4:

1. The traffic handling plans are being prepared assuming that the stage construction will be done in a rolling stage construction.
2. The traffic handling plans are being prepared assuming that all utilities will be identified by the contractor.
3. The traffic handling plans will be prepared assuming that the traffic handling at all cross streets will be done during night-time construction.
4. It is assumed that Traffic Signal Modification Plans will not be required and that the contractor will be responsible for any disruption to any existing traffic signal being affected by the project.
5. It is assumed that striping plans will not be required and that the contractor will be responsible to replace any striping detail in kind.
6. It is assumed that Quantities and Cost Estimate will not be required for the traffic control plans.

## **TASK 7. BID SUPPORT SERVICES**

### **7.1 Attend Pre-Bid Meeting**

Michael Baker's Project Manager will participate in a Pre-Bid Meeting at District offices.

### **7.2 Respond to Contractor's Questions**

Michael Baker will provide responses to Contractor's questions which are vetted through the District Project Manager that will be submitted by email to IEUA.

### **7.3 Prepare Addendum**

Michael Baker will prepare one addendum during the bid period based on questions received during the bid period.

### **7.4 Bid Review Assistance**

Michael Baker will assist IEUA with the review of bids as specifically directed by the District Project Manager.

## **ASSUMPTIONS**

In preparing this scope of work, Michael Baker based our scope on the assumptions listed below. These are in addition to assumptions that are included in specific tasks in the scope.

1. Michael Baker has not included any effort for preparation of easement documents.
2. No environmental services are included.
3. No electrical or controls design is incorporated into this proposal.
4. The District will pay for all encroachment permit expenses for pre-design and construction activities.

5. The District will provide access to the existing NRW manholes locations if located outside of public road right-of-way.
6. Michael Baker assumes that Metropolitan Water District (MWD) will allow a jack and bore installation below the aqueduct line based on the information in the geotechnical report and without additional investigation or engineering evaluation on their behalf. Any additional engineering requests by MWD are not included and will require additional fee.
7. Michael Baker has not included any costs or efforts to obtain permits from the railroad for any pothole activities in or near 8<sup>th</sup> Street for this proposal.

## **ADDITIONAL SERVICES**

Services which are not specifically identified herein as services to be performed by Michael Baker are considered "Additional Services" for purposes of this Agreement. Client may request that Michael Baker perform services which are Additional Services. Upon such request Michael Baker will perform the requested services upon full execution of an amendment to this Agreement setting forth the scope, schedule and fee for such Additional Service.

In the event Michael Baker performs Additional Services at the Client's written request before receipt of such executed amendment, Client acknowledges its obligation to pay for such services at Michael Baker's hourly rates as shown in the Fee Summary, within 30 days of receipt of invoice for services performed.

## **FEE**

In accordance with the associated fee summary shown on Exhibit B, Michael Baker proposes to perform the above scope of work on a Time & Materials (T&M) basis with a not-to-exceed (NTE) amount. Michael Baker acknowledges that the NTE amount cannot be exceeded for the scope of work unless changes are approved in advance by a written change order issued and signed by the CVWD and Michael Baker.

Progress billings will be forwarded to the Client monthly. These billings will include the fees earned for the billing period plus all reimbursable project expenses advanced by the Consultant. Reimbursable expenses (printing, courier, postage, etc.) will be billed at cost plus 10% to cover administrative costs. Mileage will be billed at current IRS mileage rate.

## **PAYMENT**

Client shall pay the Consultant for services performed within 30 days of receipt of invoice from Consultant. Work shall commence upon receipt of an executed Purchase Order. Michael Baker invoices will follow CVWD standard invoice format.

**EXHIBIT B**

**NSNT Sewer Siphon Relocation Project, IEUA Project #EN20064: Compensation and Payment**

	Water				Survey			Total Estimated Hours	Labor Cost	Direct/Repro Subcontract Costs	Total Estimated Fee
	Program Manager	Project Manager	Senior Engineer	Project Designer	Survey Tech	Licensed Surveyor	1-Person Crew				
	\$ 240.00	\$ 235.00	\$ 185.00	\$ 130.00	\$ 150.00	\$ 190.00	\$ 175.00				
<b>TASK 1: PROJECT ADMINISTRATION</b>											
1.1	Project Management and Coordination Calls (18 calls)		13					13	\$ 3,055.00	\$ -	\$ 3,055.00
1.2	Review Meetings (3 meetings)		6	12				18	\$ 3,630.00	\$ 500.00	\$ 4,130.00
1.3	QC Review	8						8	\$ 1,920.00	\$ -	\$ 1,920.00
1.4	MWD Coordination		8	8				16	\$ 3,360.00	\$ -	\$ 3,360.00
	<b>TOTAL AMOUNT (TASK 1):</b>	<b>8</b>	<b>27</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>55</b>	<b>\$ 11,965.00</b>	<b>\$ 500.00</b>	<b>\$ 12,465.00</b>
<b>TASK 2: FIELD RECONNAISSANCE, DATA COLLECTION, UTILITY RESEARCH, AND CATEGORICAL EXEMPTION DOCUMENTATION</b>											
2.1	Field Reconnaissance			8	8			16	\$ 2,520.00	\$ 250.00	\$ 2,770.00
2.2	Research and Review of Record Information			2	8			10	\$ 1,410.00	\$ 50.00	\$ 1,460.00
2.3	Utility Mark-Outs and Subsurface Utility Locating				8			8	\$ 1,040.00	\$ 105,400.00	\$ 106,440.00
2.4	Permit Processing for Local Agencies		4	4				8	\$ 1,680.00	\$ -	\$ 1,680.00
	<b>TOTAL AMOUNT (TASK 2):</b>	<b>0</b>	<b>4</b>	<b>14</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>\$ 6,650.00</b>	<b>\$ 105,700.00</b>	<b>\$ 112,350.00</b>
<b>TASK 3: SURVEY/MAPPING FIELD RECONNAISSANCE, DATA COLLECTION, AND UTILITY RESEARCH</b>											
3.1	Aerial Topographic Mapping					8	16	24	\$ 4,320.00	\$ 5,300.00	\$ 9,620.00
3.2	Record Data Base Map				2	16	8	26	\$ 4,180.00	\$ -	\$ 4,180.00
3.3	Supplemental Topographic Surveys				2	8	16	26	\$ 4,580.00	\$ 200.00	\$ 4,780.00
3.4	Pothole Survey				8	4	16	28	\$ 4,600.00	\$ 200.00	\$ 4,800.00
	<b>TOTAL AMOUNT (TASK 3):</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>16</b>	<b>28</b>	<b>104</b>	<b>\$ 17,680.00</b>	<b>\$ 5,700.00</b>	<b>\$ 23,380.00</b>
<b>TASK 4: GEOTECHNICAL INVESTIGATION</b>											
4.1	Field Investigation			1				1	\$ 185.00	\$ 15,000.00	\$ 15,185.00
4.2	Geotechnical Report			2				2	\$ 370.00	\$ 8,000.00	\$ 8,370.00
	<b>TOTAL AMOUNT (TASK 4):</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>\$ 555.00</b>	<b>\$ 23,000.00</b>	<b>\$ 23,555.00</b>
<b>TASK 5: ALIGNMENT TECHNICAL MEMORANDUM</b>											
5.1	Preliminary Design Plan for Overall Alignment		2	4	40			46	\$ 6,410.00	\$ 20.00	\$ 6,430.00
5.2	Alignment Technical Memorandum		2	24	4			30	\$ 5,430.00	\$ 20.00	\$ 5,450.00
	<b>TOTAL AMOUNT (TASK 5):</b>	<b>0</b>	<b>4</b>	<b>28</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>76</b>	<b>\$ 11,840.00</b>	<b>\$ 40.00</b>	<b>\$ 11,880.00</b>
<b>TASK 6: FINAL DESIGN</b>											
6.1	50-Percent Submittal		4	24	80			108	\$ 15,780.00	\$ 200.00	\$ 15,980.00
6.2	100-Percent Submittal		4	20	80			104	\$ 15,040.00	\$ 200.00	\$ 15,240.00
6.3	Final Submittal		2	8	20			30	\$ 4,550.00	\$ 200.00	\$ 4,750.00
6.4	Traffic Control Plans		4	8	100			112	\$ 15,420.00	\$ 200.00	\$ 15,620.00
	<b>TOTAL AMOUNT (TASK 6):</b>	<b>0</b>	<b>14</b>	<b>60</b>	<b>280</b>	<b>0</b>	<b>0</b>	<b>354</b>	<b>\$ 50,790.00</b>	<b>\$ 800.00</b>	<b>\$ 51,590.00</b>
<b>TASK 7: BID SUPPORT SERVICES</b>											
7.1	Attend Pre-Bid Meeting		4					4	\$ 940.00	\$ 100.00	\$ 1,040.00
7.2	Respond to Contractor's Questions			8				8	\$ 1,480.00	\$ -	\$ 1,480.00
7.3	Prepare Addendum		2		8			10	\$ 1,510.00	\$ -	\$ 1,510.00
7.4	Bid Review Assistance		8					8	\$ 1,880.00	\$ -	\$ 1,880.00
	<b>TOTAL AMOUNT (TASK 7):</b>	<b>0</b>	<b>14</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>\$ 5,810.00</b>	<b>\$ 100.00</b>	<b>\$ 5,910.00</b>
									<b>BASE SERVICES TOTAL FEE</b>	<b>\$</b>	<b>241,130.00</b>

## **EXHIBIT C**

### **NSNT Sewer Siphon Relocation Project, IEUA Project #EN20064**

#### **Project Milestones**

October 22, 2020	Board Approval/Notice to Proceed
October 23, 2020	Data Collection, Records Research, and Utility Research Begins
October 26, 2020	Kick-off Meeting and Field Reconnaissance
October 28, 2020	Survey Mapping Begins
November 11, 2020	Geotechnical Field Work Begins
December 16, 2020	Base Plan Complete (Records and Utility research, Aerial Mapping, etc.)
January 5, 2020	<b>Submit</b> Alignment Technical Memorandum (TM) and Preliminary Plan View Alignment Drawings
January 26, 2021	Preliminary Design Workshop for Alignment TM Review and Discussion
February 3, 2020	<b>Submit Final Alignment TM</b>
February 24, 2021	<b>Submit 50%</b> Plans, Specifications Listing and OPCC
March 17, 2021	Design Workshop and Discussion for 50% Plan Comments
May 20, 2021	<b>Submit 100%</b> Plans, Specs, and OPCC
June 17, 2021	Design Workshop and Discussion for 90% Plans, Specs, and OPCC
July 28, 2021	<b>Submit Final Plans, Specs, and OPCC</b>

# NSNT Sewer Siphon Relocation Project, IEUA Project #EN20064

## Proposal Attachment

**From:** Adham Almasri <aalmasri@ieua.org>

**Sent:** Friday, August 28, 2020 2:39 PM

**To:** Smith, Dan <Dan.Smith@mbakerintl.com>

**Cc:** Christian Gomez <cgomez@ieua.org>; Jason Marseilles <jmarseilles@ieua.org>; Jerry Burke <jburke@ieua.org>

**Subject:** Re: EXTERNAL: NSNT Sewer Siphon Relocation, IEUA Porject # EN20064

Dan:

Thanks for confirmation on the schedule. IEUA will handle the entire environmental permitting/CEQA and this is why it is not included in MBI's scope.

Have a great weekend.

---

**From:** Smith, Dan <[Dan.Smith@mbakerintl.com](mailto:Dan.Smith@mbakerintl.com)>

**Sent:** Friday, August 28, 2020 1:01 PM

**To:** Adham Almasri <[aalmasri@ieua.org](mailto:aalmasri@ieua.org)>

**Cc:** Christian Gomez <[cgomez@ieua.org](mailto:cgomez@ieua.org)>; Jason Marseilles <[jmarseilles@ieua.org](mailto:jmarseilles@ieua.org)>; Jerry Burke <[jburke@ieua.org](mailto:jburke@ieua.org)>

**Subject:** RE: EXTERNAL: NSNT Sewer Siphon Relocation, IEUA Porject # EN20064

Adham,

I forgot to address the schedule, yes we will be able to complete that design within the year time frame you mentioned. We are projecting 8-9 moths depending upon review time for the City of Rancho Cucamonga and the time required to obtain encroachment permits for potholing.

I am assuming from the scope of work you presented below that IEUA is going to perform the environmental work; or is that something you want our environmental department to assist with? If IEUA will handle that, we will assume typical support of furnishing base plans or exhibits that show the project for your environmental staff to utilize in their efforts.

Dan

**Dan Smith, P.E.** | Sr. Principal Engineer

9755 Clairemont Mesa Blvd Suite 100 | San Diego, CA 92124-1333 | [O] 858-810-1408 | [M] 858.663.5334

[dan.smith@mbakerintl.com](mailto:dan.smith@mbakerintl.com) | [www.mbakertnl.com](http://www.mbakertnl.com)     

---

**From:** Smith, Dan  
**Sent:** Thursday, August 27, 2020 1:10 PM  
**To:** Adham Almasri <[aalmasri@ieua.org](mailto:aalmasri@ieua.org)>  
**Cc:** Christian Gomez <[cgomez@ieua.org](mailto:cgomez@ieua.org)>; Jason Marseilles <[jmarseilles@ieua.org](mailto:jmarseilles@ieua.org)>; Jerry Burke <[jburke@ieua.org](mailto:jburke@ieua.org)>  
**Subject:** RE: EXTERNAL: NSNT Sewer Siphon Relocation, IEUA Porject # EN20064

Adham,

Thank you for your request for proposal for the Hellman Realignment of the NRW Pipeline that will employ Alignment A, Option 1 from the NRW Pipeline Siphon Replacement – Gravity Alignment Feasibility Technical Memorandum. We will provide you a proposal for this request on or before September 9, 2020.

Thank you,

Dan

**Dan Smith, P.E.** | Sr. Principal Engineer

9755 Clairemont Mesa Blvd Suite 100 | San Diego, CA 92124-1333 | [O] 858-810-1408 | [M] 858.663.5334

[dan.smith@mbakerintl.com](mailto:dan.smith@mbakerintl.com) | [www.mbakerial.com](http://www.mbakerial.com) 

---

**From:** Adham Almasri <[aalmasri@ieua.org](mailto:aalmasri@ieua.org)>  
**Sent:** Thursday, August 27, 2020 10:12 AM  
**To:** Smith, Dan <[Dan.Smith@mbakerintl.com](mailto:Dan.Smith@mbakerintl.com)>  
**Cc:** Christian Gomez <[cgomez@ieua.org](mailto:cgomez@ieua.org)>; Jason Marseilles <[jmarseilles@ieua.org](mailto:jmarseilles@ieua.org)>; Jerry Burke <[jburke@ieua.org](mailto:jburke@ieua.org)>  
**Subject:** EXTERNAL: NSNT Sewer Siphon Relocation, IEUA Porject # EN20064

Dear Dan:

IEUA staff presented to the General Manager and Executive Management the options available to either modify the NSNT siphon south of 8<sup>th</sup> Street or relocate the siphon and associated sewer. IEUA Management agreed with staff recommendation to relocate the siphon as outlined in Option 1-A. The sewer line will be relocated to Hellman Avenue and a drop manhole will be utilized to go under the MWD aqueduct. The relocation option was chosen over the on-site modifications since the modifications will not provide significant improvements to guarantee overcoming the current issues with the solids built up and odor generation.

Because it is imperative to timely address the high LEL and related odor complaints, IEUA is inclined to single source the design services contract to Michael Baker International taking into consideration the firm's familiarity of the issues, the deep understanding of the project background, alignment length and ways to avoids the aqueduct. Executing the design services contract for the design and bid phase of the relocation is contingent upon negotiating a fair contract value. Therefore, you are requested to submit a fee proposal to prepare the design and provide IEUA with support during the bid phase of the project. The scope of work shall include:

- 1) Preparation of a design survey and base map.
- 2) Potholing and identification of existing utilities in the vicinity of the proposed sewer trench. Please assume 40 potholes.

- 3) Potholing sub. shall obtain a permit from the City of Ontario. IEUA will pay the permit fees.
- 4) Michael Baker International shall furnish either a Technical Memo. or preliminary design report (PDR) that outlines the alignment, utilities, depth and updated construction cost estimate. IEUA will share said PRD/TM with the City of Ontario to ensure the alignment is feasible and does not conflict with their future underground infrastructures.
- 5) Prepare a 50% design submittal to include plans and specifications. Allow the Agency to review (2 to 3) weeks and then incorporate the comments into the 100% design submittal.
- 6) Prepare a 100% design submittal design submittal to include plans and specifications. Allow the Agency to review (2 to 3) weeks and then incorporate the comments into the final/bid documents. A final estimate of the construction cost shall be provided with the bid documents.
- 7) Prepare traffic control plans.

It is important to note that the design submittals including traffic control drawings will be shared with the City of Ontario for review and their comments/questions will need to be addressed which may generate an added level of efforts. Please account for this in the fee proposal.

- 8) Provide the Agency with support during the bid phase (answering questions from bidders and attending a pre bid job walk).
- 9) There will be a need to have a half-hour call every two weeks to monitor project activities and plan for upcoming milestones.

It is expected to have the design completed within a year from the contractor execution. Please confirm if this time frame can be met. It will be much appreciated if your proposal is received on or before September 9, 2020. Please contact me if you have any questions.

Thanks

**Adham Almasri , P.E., PMP**  
Senior Engineer



"Water Smart - Thinking in Terms of Tomorrow"  
6075 Kimball Ave / Chino, California 91708  
Tel: 909-993-1462 / Fax: EMail: [aalmasri@ieua.org](mailto:aalmasri@ieua.org) Website: [www.ieua.org](http://www.ieua.org)

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# **Exhibit B**



**INLAND EMPIRE UTILITIES AGENCY  
CONSULTING SERVICES INVOICE**

Company:	Pay Estimate No.:	Contract Date	Invoice Date:
Address:	Contract No.:	IEUA Project Manager:	This Period: From: To:
Proj Name:			Invoice No /Consult Ref

**ORIGINAL CONTRACT:**

PO No.	SAP Line Item No.	WBS Element No.	Item Description	Original Contract Value	Total This Period From: To:	Total to Date From: To:	Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
					#DIV/0!	#DIV/0!	#DIV/0!	\$0.00
					#DIV/0!	#DIV/0!	#DIV/0!	\$0.00
					#DIV/0!	#DIV/0!	#DIV/0!	\$0.00
					#DIV/0!	#DIV/0!	#DIV/0!	\$0.00
<b>Subtotal Original Contract:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>

**CONTRACT AMENDMENTS:**

PO No.	SAP Line Item No.	WBS Element No.	Amendment Description	Amended Contract Value	Total This Period From: To:	Total to Date From: To:	Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
					#DIV/0!	#DIV/0!	#DIV/0!	0%
					#DIV/0!	#DIV/0!	#DIV/0!	0%
					#DIV/0!	#DIV/0!	#DIV/0!	0%
<b>Subtotal Contract Amendments</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
<b>Total Contract with Amendment</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>

**PAYMENT SUMMARY FOR THIS PERIOD:**

	From:	
	To:	
Amount Earned Original Contract	\$0.00	
Amount Earned Amendments	\$0.00	
Back Charges	\$0.00	
<b>Amount Due This Period</b>	<b>\$0.00</b>	

**PRIOR PAYMENT SUMMARY:**

	From:	
	To:	
Amount Earned Original Contract	\$0.00	
Amount Earned Amendments	\$0.00	
Back Charges	\$0.00	
<b>Prior Payments</b>	<b>\$0.00</b>	

**TOTAL PAYMENT SUMMARY:**

	<b>Total Contract</b>
Total Original Contract	#####
Total Contract Amendments	\$0.00
Total Payments to Date	\$0.00
Back Charges	\$0.00
Payment this period	\$0.00
<b>Balance of Contract</b>	<b>#####</b>

**CONTRACT SCHEDULE SUMMARY:**

Contract Start Date:  
Contract Duration:  
Contract Completion Date:  
Authorized Time Extension:

**PROJECT COMPLETION SUMMARY:**

Revised Completion Date:  
Contract Time Expired:  
Contract Work Complete:

**Consultant Approval:**

Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Inland Empire Utilities Agency Approvals:**

Project Engineer: \_\_\_\_\_ Date: \_\_\_\_\_ Exec Mgr / CFO: \_\_\_\_\_ Date: \_\_\_\_\_

Dept. Manager: \_\_\_\_\_ Date: \_\_\_\_\_ General Manager: \_\_\_\_\_ Date: \_\_\_\_\_

**CONSENT  
CALENDAR  
ITEM**

**3E**



**Date:** October 21, 2020

*ADD*

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

**Committee:** Engineering, Operations & Water Resources

10/14/20

**Executive Contact:** Christiana Daisy, Executive Manager of Engineering/AGM

**Subject:** Santa Ana River Conservation & Conjunctive Use Program (SARCCUP) - MWD Agreement

---

**Executive Summary:**

Santa Ana River Conservation & Conjunctive Use Program (SARCCUP) is a watershed-wide collaboration between the five Santa Ana Watershed Project Authority (SAWPA) member agencies for the development of water supply reliability, water use efficiency and habitat enhancements projects. SARCCUP member agencies may utilize existing and new facilities to convey additional surface water supplies to groundwater banking facilities by recharging the underlying groundwater basins throughout the watershed. IEUA's current participation is in the conservation portion, with provisions to participate in future conjunctive use opportunities.

The SARCCUP member agencies and the Metropolitan Water District of Southern California (MWD) have collectively developed an Agreement to support the SARCCUP watershed-wide groundwater banking program. The Agreement will allow SARCCUP parties to store available water during wet years in local groundwater basins and recover stored water during dry years to reduce the impacts from multi-year droughts. The Agreement includes the water supply and operations for the groundwater banking and conjunctive use facilities and defines the supplies, pricing and use. IEUA's inclusion in the Agreement will allow for future conjunctive use participation.

---

**Staff's Recommendation:**

1. Approve the Santa Ana River Conservation & Conjunctive Use Program - MWD Agreement; and,
2. Authorize the General Manager to execute the Agreement, subject to non-substantive changes.

---

**Budget Impact** *Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval: \$ 0*

*Account/Project Name:*

WR16024, SARCCUP

*Fiscal Impact (explain if not budgeted):*

**Prior Board Action:**

In June 2016, IEUA's Board of Directors (BOD) approved a Memorandum of Understanding with SAWPA member agencies, approved PA23, appointed IEUA's General Manager as IEUA's representative, and awarded Tom Dodson & Associates for CEQA services. In February 2019, the BOD adopted the Final SARCCUP Environmental Impact Report and authorized the Filing of Notice of Determination. In September 2019, the BOD adopted and executed the Sub Grantee Agreement between SAWPA and IEUA.

---

**Environmental Determination:**

Project Environmental Impact Report

The Final Environmental Impact Report was adopted by the IEUA Board of Directors on February 20, 2019. The Notice of Determination was filed with the Counties affected by the projects.

---

**Business Goal:**

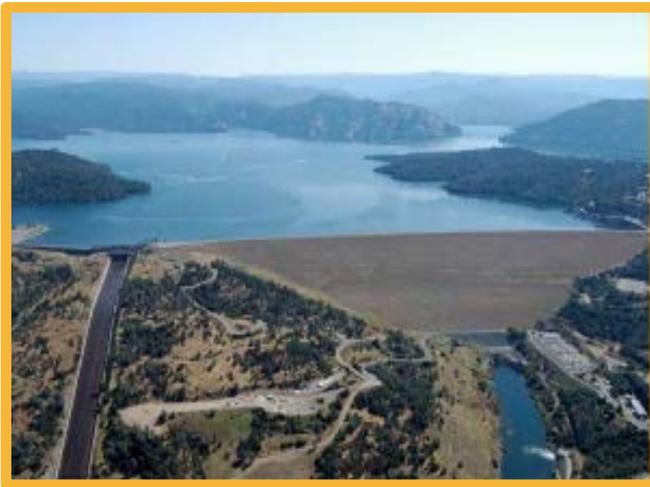
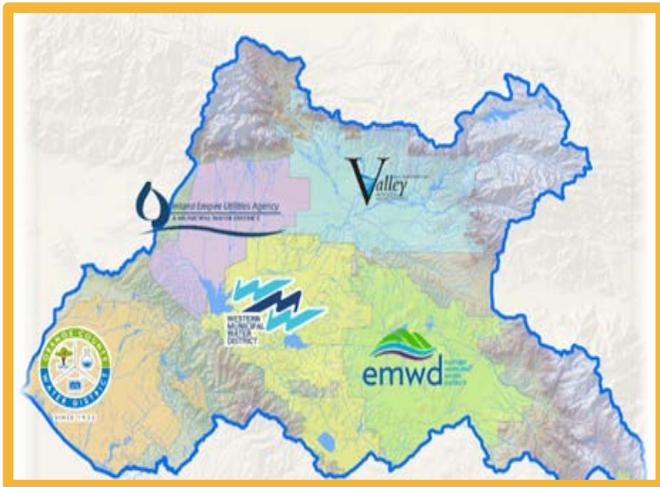
Approval of the Agreement is consistent with IEUA's Business Goal of Water Reliability by promoting groundwater programs to assist the region in enhancing water supply management.

---

**Attachments:**

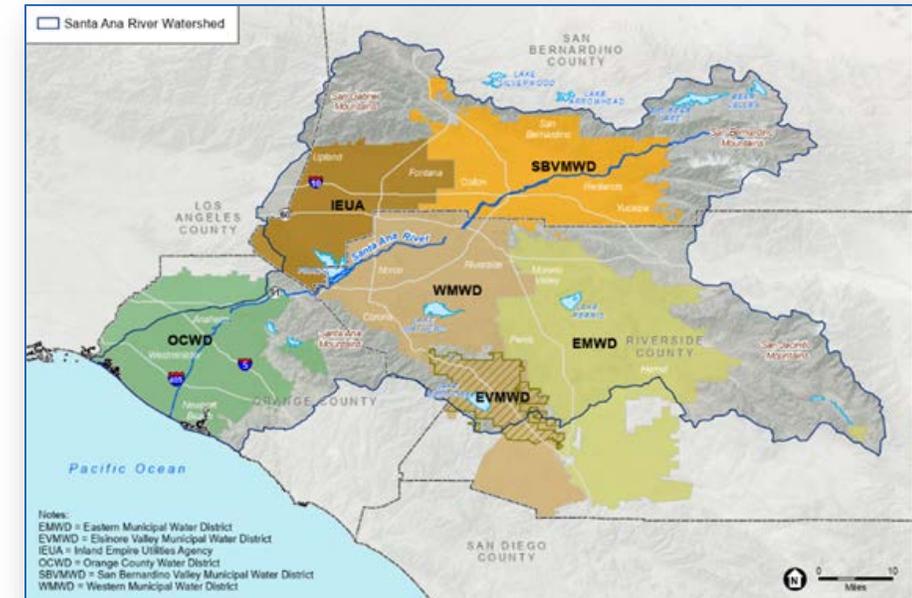
- Attachment 1 - SARCCUP-MWD Agreement Presentation
- Attachment 2 - SARCCUP-MWD Operational Term Sheet
- Attachment 3 - SARCCUP-MWD Agreement

# Santa Ana River Conservation & Conjunctive Use Program (SARCCUP) - MWD Agreement



# SARCCUP Background

- Multi-agency watershed-wide effort (\$150 M)
  - Water conservation measures
  - Habitat enhancement/restoration
  - Watershed-scale water banking
- \$55 M funding through Proposition 84
- IEUA was lead agency for environmental certification
- IEUA currently participates in conservation only



- Metropolitan (MWD) – Valley District Agreement
  - Surplus Valley District water Purchase Agreement
  - Mutual-aid Agreement
- SARCCUP – MWD Agreement
  - Metropolitan receives access to 50% program water and makes available the remaining 50% for SARCCUP
  - Allows purchase and use of surplus Valley District Water in Metropolitan service area
  - Full service rate based on water tier, at time of delivery
  - Term: 2035
  - Agreement allows for future IEUA conjunctive use participation

## SARCCUP-Metropolitan Member Agencies: [Signatories to Metropolitan Agreement]

- Eastern MWD
- IEUA
- MWDOC
- Western MWD

## SARCCUP Banking Agencies:

- Eastern MWD
- Orange County WD
- Valley District
- Western MWD



# Recommendation

1. Approve the Santa Ana River Conservation & Conjunctive Use Program - MWD Agreement; and,
2. Authorize the General Manager to execute the Agreement, subject to non-substantive changes.

*Approval of the Agreement is consistent with IEUA's Business Goal of **Water Reliability** by promoting groundwater programs to assist the region in enhancing water supply management.*

**Final**  
**Operational Term Sheet for**  
**MWD and SARCCUP-MWD Member Agencies' Agreement**

**Background**

- The Santa Ana River Conservation and Conjunctive Use Program (SARCCUP) is a multi-agency, watershed wide groundwater storage and recovery project involving multiple basins in the Santa Ana Watershed. The goal is to store available and potentially lower-cost water during wet years in local groundwater basins throughout the watershed and extract the stored water during dry years to reduce the impacts from multi-year droughts.
- Eastern Municipal Water District (EMWD), Inland Empire Utilities Agency (IEUA), Municipal Water District of Orange County (MWDOC) acting on behalf of Orange County Water District (OCWD), and Western Municipal Water District (WMWD) are all member agencies of Metropolitan Water District of Southern California (MWD), herein referred to as “SARCCUP-MWD member agencies”.
- SARCCUP participants include the SARCCUP-MWD member agencies, OCWD and San Bernardino Valley Municipal Water District (Valley), herein referred to as the “SARCCUP participants”.
- Valley is a State Water Project (SWP) Contractor. Valley owns SWP capacity and recharges SWP water into the San Bernardino Basin Area (SBBA) groundwater basin for the benefit of its member agencies.
- MWD is the regional imported water wholesaler that delivers water to 26-member agencies in Southern California and is also a SWP Contractor.
- It is the intent of the SARCCUP-MWD member agencies to purchase from MWD an equivalent amount of surplus Valley SWP water (Valley Water) purchased by MWD for storage in their groundwater basins.
- The Valley Water will be purchased by MWD pursuant to the MWD and Valley agreement.

**Supplies**

- As specified in the MWD and Valley agreement, MWD will be given the right to purchase surplus Valley Water. In that agreement, the SARCCUP-MWD member agencies may purchase from MWD up to 50% of an equivalent amount of Valley Water purchased by MWD (Base Amount) for storage in SARCCUP banking facilities. This equivalent amount of Valley Water purchased (Base Amount) could qualify as Extraordinary Supply provided that it meets the provisions of Appendix G of MWD’s Water Supply Allocation Plan (Appendix G).

- Should MWD choose not to take delivery of Valley Water in a given year for its own member agencies, the SARCCUP-MWD member agencies may request MWD to purchase all available surplus Valley Water (the Base Amount plus the remaining Valley Water (Residual Amount)) at MWD's discretion for delivery to the SBBA recharge facilities on behalf of the SARCCUP-MWD member agencies. The Base Amount could qualify as Extraordinary Supply and the Residual Amount would qualify as Local Supply.
- MWD's discretion will not be unreasonably applied to purchase the Valley Water for the SARCCUP-MWD member agencies.
- SARCCUP-MWD member agencies shall have the right to pump the Residual Amount at any time.
- MWD can call on any Residual Amount remaining in the SARCCUP banking facilities, requiring the SARCCUP-MWD member agencies to pump the water in-lieu of purchasing MWD supplies. This call provision may reduce the SARCCUP-MWD member agencies' demands on MWD in a future year.
- If the water delivered under the program and designated as Extraordinary Supply is pumped from storage during a non-allocation year, such water shall be considered a Local Supply, as described in Appendix G.

### **Pricing**

- Individual SARCCUP-MWD member agencies will be financially responsible to pay the MWD full-service volumetric rate at the time of delivery. MWD's full-service volumetric rate includes the Supply Rate, System Access Rate, Water Stewardship Rate and System Power Rate.
- The Readiness-to-Serve (RTS) Charge applies in all examples of SARCCUP-purchased water.
- The Capacity Charge does not apply in any examples of SARCCUP-purchased water because the deliveries are at MWD's discretion.
- The SARCCUP-purchased water would not count against the SARCCUP-MWD member agency's Tier 1 Limit (Examples I-V) but would count towards their Tier 1 Commitment in all examples. If the agency was in Tier 2 at the time of the delivery, the agency pays the Tier 2 Supply Rate. The table presents the rates and charges that apply at the time of "Put"/purchase. The applicable charges for each defined example are shown below.

Example	Scenario	Full-Service Volumetric Rate <sup>1</sup>	RTS Charge <sup>2</sup>	Capacity Charge <sup>3</sup>	Applies to Purchase Order Commitment <sup>4</sup>	Applies to Purchase Order (Tier 1/ Tier 2) Limit <sup>4</sup>
I	SARCCUP Banks (Direct MWD Delivery/Pump and Use Locally)	Yes	Yes	No	Yes	No
II	SARCCUP Banks (Indirect MWD Delivery/Direct Local Delivery)	Yes	Yes	No	Yes	No
III	SARCCUP Banks (Indirect MWD Delivery/In-Lieu MWD Delivery)	Yes	Yes	No	Yes	No
IV	SBBA (Storage in SARCCUP Valley Bank (50% MWD/50% SARCCUP))	Yes	Yes	No	Yes	No
V	SBBA (Storage in SARCCUP Valley Bank (0% MWD/100% SARCCUP))	Yes	Yes	No	Yes	No

**Notes**

<sup>1</sup> The MWD full-service volumetric rate (previously defined) for the SARCCUP-purchased water applies in all examples and at the time the water is delivered to the SARCCUP-MWD member agency.

<sup>2</sup> The Readiness-to-Serve charge applies in all examples of SARCCUP-purchased water.

<sup>3</sup> The Capacity Charge does not apply in any examples of SARCCUP-purchased water.

<sup>4</sup> The SARCCUP-purchased water would not count against the SARCCUP-MWD member agency’s Tier 1 Limit (Examples I-V) but would count towards their Tier 1 Commitment in all examples. If the agency is in Tier 2 at the time of the delivery, the agency pays the Tier 2 Supply Rate.

**Put Scenarios (Storage)**

- Any Valley Water purchased by MWD and sold to the SARCCUP-MWD member agencies falls into three put scenarios. One or more of these scenarios may be used separately or in combination, and may involve more than one SARCCUP-MWD member agency:
  - **Put Scenario A (Direct MWD Delivery)** – Water purchased by a SARCCUP-MWD member agency for direct delivery to its SARCCUP storage facilities.
  - **Put Scenario B (Indirect MWD Delivery)** – Water purchased for one SARCCUP-MWD member agency for delivery to another SARCCUP-MWD member agency’s storage facilities.
  - **Put Scenario C (Delivery to Valley)** – Delivery of a SARCCUP-MWD member agency’s water to Valley’s SARCCUP recharge facilities (MWD “virtual meter”) for storage in the SBBA bank (outside the MWD service area).
- All deliveries are through MWD facilities or an agreed upon MWD virtual meter.

**Take Scenarios (Recovery)**

- Stored water recovered from a SARCCUP groundwater bank falls into two take scenarios. One or more of these scenarios may be used separately or in combination, and may involve more than one SARCCUP-MWD member agency:

- **Take Scenario 1 (Direct Local Delivery)** – Pumping and direct conveyance of stored water between SARCCUP-MWD member agencies using local interagency conveyance facilities.
  - **Take Scenario 2 (In-lieu MWD Delivery)** – Pumping and local use of water by a SARCCUP-MWD member agency (pumping agency) that was stored on behalf of another SARCCUP-MWD member agency (benefitting agency), with an equivalent reduction in the pumping agency’s MWD deliveries and an equivalent increase in the benefitting agency’s MWD deliveries.
- No banked water is conveyed through the MWD system. Recovery of stored water is either in-lieu or direct deliveries using local conveyance facilities between SARCCUP-MWD member agencies.

### **Accounting**

- The accounting and financial reconciliation for costs of recovering supplies will be between the SARCCUP-MWD member agencies, under a separate agreement.
- A SARCCUP Operations & Finance (O&F) Committee will be established consisting of the SARCCUP participants. The O&F Committee will analyze transactions proposed by the SARCCUP participants resulting in storage location and transfer recommendations that minimize costs in delivering water supplies.
- For purposes of accounting, the SARCCUP-MWD member agencies will provide regular updates to MWD for certification of Extraordinary Supply (in accordance with Appendix G).

**Agreement Among The Metropolitan Water District of Southern California,  
Eastern Municipal Water District, Inland Empire Utilities Agency,  
Municipal Water District of Orange County, and Western Municipal Water District  
Regarding the Santa Ana River Conservation and Conjunctive Use Program**

This Agreement Among The Metropolitan Water District of Southern California (Metropolitan), Eastern Municipal Water District (Eastern MWD), Inland Empire Utilities Agency (IEUA), Municipal Water District of Orange County (MWDOC), and Western Municipal Water District (Western MWD) Regarding the Santa Ana River Conservation and Conjunctive Use Program (Agreement) is hereby entered into as of \_\_\_\_\_, 2020. Metropolitan, Eastern MWD, IEUA, MWDOC, and Western MWD are collectively referred to as “Parties” and individually as a “Party.”

**RECITALS**

A. Metropolitan is a metropolitan water district organized under the Metropolitan Water District Act, codified at section 109-1, et seq. of West’s Appendix to the California Water Code, and is engaged in developing, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura. Metropolitan has a long-term contract with the California Department of Water Resources (DWR) which sets forth the terms and conditions of Metropolitan’s participation in the State Water Project (SWP).

B. Eastern MWD is a California municipal water district formed and existing under the California Municipal Water District Act of 1911, Sections 71000 et seq. of the California Water Code, for the purpose of providing water services and certain other services. Eastern MWD’s powers and purposes include the acquisition within or without the district’s boundaries in the State of California of all necessary property or rights in property necessary or proper for

the production, storage, transmission and distribution of water for irrigation, domestic, industrial and municipal purposes and the power to contract with one or more public agencies in carrying out any of its powers. Eastern MWD is a member agency of Metropolitan.

C. IEUA is a California municipal water district formed and existing under the California Municipal Water District Act of 1911, Sections 71000 et seq. of the California Water Code, for the purpose of supplying supplemental water to the Chino Basin and certain other services. IEUA's powers and purposes include the acquisition within or without the agency's boundaries in the State of California of all necessary property or rights in property necessary or proper for the production, storage, transmission and distribution of water for irrigation, domestic, industrial and municipal purposes and the power to contract with one or more public agencies in carrying out any of its powers. IEUA is a member agency of Metropolitan.

D. MWDOC is a municipal water district formed and existing under the California Municipal Water District Act of 1911, Sections 71000 et seq. of the California Water Code, for purposes that include providing its 28 member agencies in Orange County, including Orange County Water District, with reliable, high quality supplies from Metropolitan and other sources to meet present and future needs, at an equitable and economic cost, and to promote water use efficiency for all of Orange County. MWDOC is a member agency of Metropolitan. One of MWDOC's member agencies, Orange County Water District (OCWD), undertakes the responsibilities associated with actively managing the OCWD groundwater basin. OCWD was formed by an act of the California State Legislature in 1933 for the purpose of protecting and managing the Orange County groundwater basin.

E. Western MWD is a California municipal water district formed and existing under the California Municipal Water District Act of 1911, Sections 71000 et seq. of the California

Water Code, for the purpose of providing water services and certain other services. Western MWD's powers and purposes include the acquisition within or without the district's boundaries in the State of California of all necessary property or rights in property necessary or proper for the production, storage, transmission and distribution of water for irrigation, domestic, industrial and municipal purposes and the power to contract with one or more public agencies in carrying out any of its powers. Western MWD is a member agency of Metropolitan.

F. In 2014, Eastern MWD, IEUA, OCWD, Western MWD, and the San Bernardino Valley Municipal Water District (Valley District) entered into a Memorandum of Understanding (2014 MOU). Valley District is engaged in developing, transporting, storing, treating, and wholesale delivery of water in portions of the counties of San Bernardino and Riverside. Like Metropolitan, Valley District has a long-term contract with DWR which set forth the terms and conditions of its participation in the SWP. Valley District recharges SWP water into the San Bernardino Basin Area (SBBA) for the benefit of its member agencies. The purpose of the 2014 MOU is to collaborate in the exploration, analysis and implementation of a large-scale, regional water supply reliability project, known as the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP). The SARCCUP is a multi-agency, watershed-wide groundwater storage and recovery project involving multiple basins in the Santa Ana Watershed. The goal is to store available water during wet years in local groundwater basins throughout the watershed and extract the stored water during dry years to reduce the impacts from multi-year droughts. Eastern MWD, IEUA, MWDOC, and Western MWD are collectively referred to as the "SARCCUP Member Agencies" and individually as a "SARCCUP Member Agency."

G. The SARCCUP includes four water banking sites. Three of the sites are located within Metropolitan's service area. More specifically, they are located in the service areas of

Eastern MWD, Western MWD, and MWDOC. The facilities within MWDOC's service area are located within, owned, and operated, by OCWD. The fourth site is the SBBA, which is located outside of Metropolitan's service area and within Valley District's service area. The owners of the four water banking sites are responsible for all operating decisions for those water banking facilities including the quantity of water that they store and extract within the water banks under the SARCCUP.

H. Valley District and Metropolitan entered into a Coordinated Operating and Surplus Water Agreement, dated \_\_\_\_\_, whereby Valley District may offer to sell to Metropolitan, and Metropolitan may purchase from Valley District, surplus water.

I. Under this Agreement, Metropolitan will sell to the SARCCUP Member Agencies an amount of water equivalent to the amount of water Metropolitan purchases from Valley District without such water counting against a SARCCUP Member Agency's annual Tier 1 limit or incurring Metropolitan's capacity charge. Some of the water Metropolitan sells to the SARCCUP Member Agencies under this Agreement may be temporarily stored in the SBBA. An amount of water equivalent to up to half of the water that Metropolitan purchases from Valley District may qualify as Extraordinary Supply under Metropolitan's Water Supply Allocation Plan. Metropolitan may also make a call on water stored by the SARCCUP Member Agencies in Valley District's SBBA pursuant to this Agreement that has not qualified as Extraordinary Supply.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and the representations, warranties, covenants and agreements contained in this Agreement and for other good and

valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree to the following terms and conditions of this Agreement.

**1. Consultation between Metropolitan and the SARCCUP Member Agencies**

A. By June 15<sup>th</sup> of each calendar year subsequent to the execution of this agreement, Metropolitan will inform the SARCCUP Member Agencies of the amount of water, if any, that Metropolitan will purchase from Valley District and, of that amount, how much water, if any, Metropolitan is willing to deliver to the SARCCUP Member Agencies at Valley District's connection to the SWP and/or Metropolitan's service connections to the SARCCUP Member Agencies. Metropolitan has discretion whether to purchase any or all of the water Valley District offers to Metropolitan within a calendar year. No SARCCUP Member Agency may purchase water from Valley District.

B. Metropolitan will allocate equally to those SARCCUP Member Agencies requesting water an equivalent amount of water of at least 50% of the amount that Metropolitan purchases from Valley District during a calendar year, provided that those SARCCUP member agencies requesting water may modify the allocation by unanimous written agreement among themselves. Each SARCCUP Member Agency will inform Metropolitan of the amount, if any of the allocated water, that the SARCCUP Member Agency will purchase and accept for delivery at Valley District's connection to the SWP and/or Metropolitan's service connections to the SARCCUP Member Agencies. The SARCCUP Member Agencies will notify Metropolitan by August 15<sup>th</sup> of each year of these amounts.

**2. Delivery to SARCCUP Member Agencies at Valley District's Connection to the SWP**

Metropolitan will deliver to the SARCCUP Member Agencies at Valley District's connection to the SWP during a calendar year the amount that the SARCCUP Member Agencies previously notified Metropolitan they would accept under Section 1(B). Such deliveries will be scheduled and delivered at times and rates acceptable to Metropolitan, Valley District, and the relevant SARCCUP Member Agencies. Water that Metropolitan delivers to Valley District's connection to the SWP may be stored temporarily within Valley District's service area but must be used in Metropolitan's service area during the term of this Agreement. Water purchased from Metropolitan and delivered into Valley District's service area that does not qualify as Extraordinary Supply shall be considered local supply under Metropolitan's Water Supply Allocation Plan.

**3. Billing and Payment**

Metropolitan will bill each SARCCUP Member Agency individually and each SARCCUP Member Agency will pay Metropolitan's rate for full service untreated water or full service treated water in effect at the time of the sale of water to the SARCCUP Member Agency. Water purchased by a SARCCUP Member Agency will be counted as water delivered for purposes of meeting that SARCCUP Member Agency's purchase order commitment. Upon Metropolitan's approval of a SARCCUP Member Agency certification of each monthly delivery, the following exceptions will apply: (a) such purchases will not count against a SARCCUP Member Agency's annual Tier 1 limit; and (b) Metropolitan's capacity charge will not apply to such purchases. The sale of water under this Agreement will be included in the calculation of the Ten-Year Rolling Sales Average for purposes of Metropolitan's Readiness-to-Serve Charge at

the time water is sold to the SARCCUP Member Agencies. Metropolitan's invoices will separately identify the quantities of water subject to this Agreement.

**4. Extraordinary Supply Benefit**

An amount equivalent to up to half of the amount of water Metropolitan purchases from Valley District during a calendar year, if stored by the SARCCUP Member Agencies during the same calendar year in either a SARCCUP Member Agency's groundwater basin or in Valley District's SBBA, in accordance with Appendix G of Metropolitan's Water Supply Allocation Plan (or as any successor to such plan), will qualify as Extraordinary Supply. The amount of Extraordinary Supply available to each SARCCUP Member Agency under this Agreement may not exceed the allocation provided under Section 1(B). However, in the event that the SARCCUP Member Agencies' combined purchases exceed 50% of the amount that Metropolitan purchases from Valley District, the amount of Extraordinary Supply available to each SARCCUP Member Agency that purchases water will be equal, provided that those SARCCUP Member Agencies purchasing water may, by unanimous written agreement among themselves, re-allocate the total amount of Extraordinary Supply available to each SARCCUP Member Agency that purchases water.

**5. Extraordinary Supply Benefit Regarding OCWD**

Metropolitan will assign any Extraordinary Supply benefit that would accrue to MWDOC as result of actions taken by OCWD, in accordance with a separate agreement among Metropolitan, MWDOC, OCWD, and the Cities of Anaheim, Fullerton, and Santa Ana.

**6. Pumping of Stored Water and Reduction in Purchases from Metropolitan**

Upon written notice provided by Metropolitan, a SARCCUP Member Agency will pump a requested amount of water it has in storage in Valley District's SBBA at the time Metropolitan

makes the request, less the amount of water that has qualified as Extraordinary Supply at the time Metropolitan makes the request. The SARCCUP Member Agency will also reduce its purchases of water from Metropolitan by an equivalent amount. The SARCCUP Member Agency may pump stored water prior to the time Metropolitan makes a request.

**7. Record Keeping**

SARCCUP Member Agencies and Metropolitan will keep records of water purchased, delivered, and stored pursuant to this Agreement. The records of each Party relevant to this Agreement will be open to inspection by the other Parties upon reasonable notice. The Parties will cooperate to develop coordinated administrative procedures for the tracking required under this Agreement.

**8. Metropolitan's Administrative Code**

Unless otherwise specifically provided for in this Agreement, Metropolitan's Administrative Code will continue to apply to the relationship between Metropolitan and the SARCCUP Member Agencies.

**9. Termination**

This Agreement will terminate on December 31, 2035 unless the State Water Contract between Metropolitan and the State of California is extended past 2035, in which case, this Agreement will have the same termination date. After 2035, this Agreement may be terminated upon five-years' notice provided in writing by Metropolitan to all other Parties.

**10. Late Arising Claims**

If a claim arising under or with respect to one or more terms of this Agreement has not been resolved when such term terminates, or if such a claim is brought after this Agreement has terminated, but within the period of time for bringing such a claim under California law (Late

Arising Claim), the provisions of this Agreement shall continue in full force and effect for such additional period of time as is necessary to resolve such claims and to satisfy the rights and obligations of the Parties hereto with respect thereto.

**11. Indemnity Clause**

Liability and indemnification shall be determined pursuant to section 4502 of Metropolitan's Administrative Code. Metropolitan provides no warranty or guarantee regarding the quality or content of its untreated water or the suitability of its use for storage in groundwater basins. SARCCUP Member Agencies acknowledge that they accept untreated water "as is."

**12. Informal Mediation**

In the event of a dispute between the Parties regarding this Agreement, the Parties may attempt to resolve the dispute by using the services of a mutually acceptable mediator. If the Parties decide to use a mediator, they will equally share the mediator's fees and expenses.

**13. Successors and Assigns**

This Agreement shall bind and inure to the benefit of the successors and assigns of the Parties; provided, however, no Party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other Parties. Nothing in this Agreement is intended to confer any right or remedy under this Agreement on any person other than the Parties to this Agreement and their respective successors and permitted assigns, or to relieve or discharge any obligation or liability of any person to any Party to this Agreement, or to give any person any right of subrogation or action over or against any Party to this Agreement.

**14. Waiver/Cure of Defaults**

The failure of any Party to enforce against another Party a provision of this Agreement shall not constitute a waiver of that Party's right to enforce such a provision at a later time. No

Party shall be deemed to be in default of any provision of this Agreement unless the other Party has given written notice specifically stating the alleged default and the Party in default fails to cure the default within sixty (60) days of receipt of such written notice.

**15. Construction of Agreement**

The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties, and Section 1654 of the Civil Code has no application to interpretation of this Agreement. The recitals and all exhibits and schedules to this Agreement are part of this Agreement and are incorporated herein by this reference.

**16. Entire Agreement**

This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement among the Parties pertaining to the matters provided herein during the term and supersedes all prior and contemporaneous understandings or agreements of the Parties related thereto. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement.

**17. Severability**

In the event that a court of competent jurisdiction determines that a provision included in this Agreement is legally invalid or unenforceable and such decision becomes final, the Parties to this Agreement shall use their best efforts to (i) within thirty (30) days of the date of such final decision, identify by mutual agreement the provisions of this Agreement which must be revised, and (ii) within three (3) months thereafter promptly agree on the appropriate revision(s). The time periods specified above may be extended by mutual agreement of the Parties. Pending the completion of the actions designated above, to the extent it is reasonably practical and can be

done without violating any applicable provisions of law, the provisions of this Agreement, which were not found to be legally invalid or unenforceable in the final decision, shall continue in effect. If the Parties cannot agree on appropriate revisions, this Agreement shall be terminated, and the Parties will return any water owed to each other.

**18. Force Majeure**

All obligations of the Parties other than monetary or payment obligations shall be suspended for so long as and to the extent the performance thereof is prevented, directly or indirectly, by earthquakes, fires, tornadoes, facility failures, floods, strikes, other casualties, acts of God, orders of court or governmental agencies having competent jurisdiction, or other events or causes beyond the control of the Parties. In no event shall any liability accrue against a Party, to its officers, agents or employees, for any damage arising out of or connected with a suspension of performance pursuant to this section. All time limits to perform and the term of the Agreement shall be extended by a period of time equivalent to the length of suspension.

**19. Notices**

All notices, requests, and demands hereunder (Notices) shall be in writing, including electronic communications, and shall be deemed to have been duly given when delivered (or, if mailed, postage prepaid, on the third business day after mailing, if that date is earlier than actual delivery). Notices shall be sent to a Party at the address of that Party set forth below or, if such Party has furnished notice of a change of that address as herein provided, to the address of that Party most recently so furnished.

Metropolitan Water District of Southern California  
Attention: General Manager  
P.O. Box 54153  
Los Angeles, CA 90054-0153

Eastern Municipal Water District  
Attention: General Manager  
P.O. Box 8300  
Perris, CA 92572-8300

Inland Empire Utilities Agency  
Attention: General Manager  
6075 Kimball Ave.  
Chino, CA 91708

Municipal Water District of Orange County  
Attention: General Manager  
P.O. Box 20895  
Fountain Valley, CA 92708

Western Municipal Water District  
Attention General Manager  
14205 Meridian Pkwy  
Riverside, CA 92518

**20. Further Assurances**

Each Party hereto, upon the request of the other, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this instrument.

**21. Governing Law**

The validity, construction, and enforceability of this Agreement shall be governed in all respects by the laws of the State of California.

**22. Counterparts**

This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

In WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the following duly authorized representatives.

**THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA**

By: \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

\_\_\_\_\_  
Dated

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marcia L. Scully  
General Counsel

**EASTERN MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Paul D. Jones II  
General Manager

\_\_\_\_\_  
Dated

APPROVED AS TO FORM:

Olivarez, Madruga, Lemiux & O'Neill

By: \_\_\_\_\_  
Steven O'Neill

**INLAND EMPIRE UTILITIES AGENCY**

By: \_\_\_\_\_  
Shivaji Deshmukh  
General Manager

\_\_\_\_\_  
Dated

APPROVED AS TO FORM:

JC Law Firm

By: \_\_\_\_\_  
Jean Cihigoyenetché

**MUNICIPAL WATER DISTRICT OF ORANGE COUNTY**

By: \_\_\_\_\_  
Robert Hunter  
General Manager

\_\_\_\_\_ Dated

APPROVED AS TO FORM:

Best, Best & Krieger

By: \_\_\_\_\_  
Joseph Byrne

**WESTERN MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Craig Miller  
General Manager

\_\_\_\_\_ Dated

APPROVED AS TO FORM:

Best Best & Krieger LLP

By: \_\_\_\_\_  
Jeffrey F. Ferre

**CONSENT  
CALENDAR  
ITEM**

**3F**



**Date:** September 16, 2020

*ADD*

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

**Committee:** Engineering, Operations & Water Resources

10/14/20

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

**Subject:** Sole Source Purchase for Continued Foxboro DCS Support

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**Executive Summary:**

The Agency operates five wastewater treatment plants using a computerized system called Distributed Control System (DCS). The DCS at each plant provides automation of plant treatment processes, notification of alarm conditions, remote control for on-call operators, and recording of process data, including data used to report to the regulatory agencies. The original system was installed in 1989. Due to the age of the DCS, the Agency started a project to replace the legacy system made by Schneider Electric named Foxboro with a new system. Currently, the DCS at Carbon Canyon Water Recycling Facility, Regional Water Recycling Plant No. (RP) 5, and RP-4 have been replaced, while RP-1 and RP-2 will continue to use Foxboro until 2024. Foxboro's technical staff has supported the Agency for over three decades and they understand the unique architecture and complexities of the Agency's DCS. The sole source request is based on their staff's specific knowledge of the Agency's system and the need to continue the technical support contract with the manufacturer until these systems are decommissioned. The request is for a two-year sole source technical support contract at \$135,395. Two and three year contract durations were evaluated. The two year contract will allow for further evaluation of future decommissioning dates and plan for the last support contract to end in 2024 or later.

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**Staff's Recommendation:**

It is recommended that the Board of Directors:

1. Approve the sole source purchase for continued services with Schneider Electric for a two-year technical support contract for a not-to-exceed amount of \$135,395; and
2. Authorize the General Manager to execute the contract.

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

*Account/Project Name:*

*Fiscal Impact (explain if not budgeted):*

If approved, sufficient funds are available in the Fiscal Year 2020/21 under Regional Operations and Maintenance (RO) fund under Professional Fees & Services. For Fiscal Year 2021/22, Operations Division will include funds in its budget requests to cover the contract requirements.

**Prior Board Action:**

On July 20, 2016, the Board approved a four-year DCS Support Services Contract awarded to Schneider Electric, Contract No.4600002120.

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

The purchase for continued Foxboro DCS support is consistent with IEUA's Business Goal of Business Practices, specifically, Efficiency and Effectiveness objective that IEUA will apply best industry practices in all processes in maintain or improve the quality and value of the services we provide to our member agencies and the public.

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**Attachments:**

Attachment 1 - Power Point

Attachment 2 - Schneider Electric Contract No. 4600002966

Attachment 3 - Schneider Electric Proposal No. QLK-2006-4982192

# Sole Source Purchase for Continued Foxboro DCS Support



# Recommendation

- Approve the sole source purchase for continued services with Schneider Electric for a two-year technical support contract for a not-to-exceed amount of \$135,395; and
- Authorize the General Manager to execute the contract.

The purchase for continued Foxboro DCS support is consistent with IEUA's ***Business Goal of Business Practices***, specifically, Efficiency and Effectiveness objective that IEUA will apply best industry practices in all processes in maintain or improve the quality and value of the services we provide to our member agencies and the public.

Proposal to:

# Inland Empire Utilities Agency

Chino, California, USA

**Inland Empire Utilities Agency Contract No: 4600002966**

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## Customer FIRST Support and Services Proposal: Standard Level

System:  
**Foxboro IA**

**ISSUED BY** : Schneider Electric Systems USA, Inc.  
**ISSUED DATE** : October 8,2020  
**SE REF.** : OP-200213-9340004  
**PROPOSAL NO.** : QLK-2006-4982192  
**REV. NO.** : 1b  
**VALIDITY PERIOD** : 30 days

### SCHNEIDER ELECTRIC CONTACTS:

Product Sales Executive (PSE)  
Name: Gerald Mullaney  
Title: Product Sales Executive (PSE)  
Tel: +1 3035221892  
Mobile: +1 3035221892  
Email: [gerry.mullaney@se.com](mailto:gerry.mullaney@se.com)

Name: Andy Saunders  
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Mobile: +1 7195054557  
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***Please Submit Purchase Orders and Tax-Exempt Certificate to:***

Schneider Electric Systems USA, Inc.  
Attn: Order Management  
10900 Equity Drive  
Houston, Texas 77041  
Fax: 949-639-1508 Attn: Order Management  
E-mail: [processautomation.us@schneider-electric.com](mailto:processautomation.us@schneider-electric.com)

*Please ensure your Purchase Order includes the following information:*

- *Authorized signature and date.*
- *Ship to Address*
- *Invoice Address*

*The Schneider Electric Proposal Number QLK-2006-4982192, Rev1a terms and conditions will govern and supersede – any terms provided by Purchaser.*

***Please Remit Payment to:***

Schneider Electric Systems USA, Inc.  
Wires: Bank of America, NY NY 10001  
ABA 026009593 SWIFT BOFAUS3N Acct 4426314169  
Checks: 14526 Collection Center Drive, Chicago IL 60693

*Please ensure your payment includes the following information:*

- *Authorized signature and date.*
- *Ship to Address*
- *Invoice Number*

***Proprietary Disclaimer:***

*This proposal contains technical and business information that is confidential and proprietary to Schneider Electric. It is provided to the customer solely for internal review and evaluation. The information contained herein may not be shown or disclosed in any form to third parties without the express consent of Schneider Electric.*

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## 1. EXECUTIVE SUMMARY

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The Customer FIRST Support and Services Program offers a broad portfolio of resources designed to help ensure high levels of asset availability, utilization and reliability from Schneider Electric's EcoStruxure™ Foxboro DCS and EcoStruxure™ Triconex Safety Systems. It will help you manage your systems throughout their productive lifecycles, and protect your property and intellectual investments, maximize asset performance while helping you reduce total cost of ownership.

Customer FIRST membership facilitates fast, efficient response to requests for material, labor and technical expertise with flexible options designed to provide you with a wealth of resources through the largest partner ecosystem in the industry. From training and planning, to project implementation, operation and lifecycle support, Schneider Electric and its network of partners are uniquely qualified to help you effectively utilize our applications, systems, services and solutions.

Schneider Electric's globally-situated support and service teams are uniquely qualified to deliver the high-quality support and services that you require. Our support experts can provide fast and reliable support assistance, recommend risk mitigation strategies such as remote connectivity, automated back documentation, backup and restore services, and assist with maintenance tasks to help protect your Schneider Electric systems from the potential of catastrophic loss.

The Customer FIRST Program offers an array of options such as cost-control incentives, access to technical information specific to your operation, inventory management support and training opportunities for your personnel.

As technology inevitably continues to evolve, we can assist you with planning and implementation of system upgrades to ensure that you are getting the most from the latest technology with minimum disruption to your business operations.

Schneider Electric has earned a global reputation for support excellence with continuously improving levels of service and performance.

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## 2. PROPOSAL SCOPE

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The Customer FIRST Support and Services Program offers a broad scope of support features encompassing technical support, onsite corrective support, product lifecycle assessment, and more. Discounts on value-add services are offered, and the opportunity to establish funded reserves to help cover any billable labor, material, and training requirements that you anticipate encountering during the coverage timeframe of your Agreement.

Offered in the form of an annual or multi-year agreement that can be renewed for continued coverage, your Customer FIRST Support and Services Agreement serves as the foundation of a lasting service relationship that is predicated upon your success with using our technology.

### 2.1 CUSTOMER FIRST PROGRAM – INTRODUCTION

The Customer FIRST Support and Services Program will help you accomplish your short- and long-range objectives at the lowest possible cost. Program enrollment gives you the support services and resources you need to help increase asset availability, utilization and performance.

### 2.2 CUSTOMER FIRST PROGRAM – STANDARD LEVEL

Keep your EcoStruxure™ Foxboro DCS working reliably and efficiently with the Customer FIRST Standard program level. Maximize your investment in Schneider Electric products with access to our technical support engineers during normal business hours, en route response commitment for hands-on corrective support, and the latest software versions and maintenance releases. If applicable to covered equipment, scheduled preventive maintenance visits will be arranged. Flexible payment options are available for purchase of labor-based services, training, and material-based services including the Advantage Discount Program for hardware upgrades.

### 3. CUSTOMER FIRST FEATURES SUMMARY

#### 3.1 CUSTOMER FIRST PROGRAM – FOXBORO FEATURES SUMMARY

Customer FIRST Support and Services program features are summarized below.

April 2020



Included Services	Standard
<b>Core Support and Services</b>	
Technical Support Access	NBH
Global Customer Support Website Access	Y
Preventive Maintenance Site Visits (per year)	1
En route Response Commitment for Billable Onsite Corrective Assistance*	NBD
Software Maintenance Releases, Service Packs, Patches and Updates	Y
Lifecycle Assessment and Upgrade Planning Roadmap	Y
Support Usage and Summary Report	Y
Module Reserve Program	Y
Software Version Upgrades and Revisions**	Y
<b>Services and Material Discounts</b>	
Advantage Discount Program	50%
Site Support Services	10%
MRP Parts	43%
Consulting Services	10%
Spares	10%

### Optional Advanced / Managed Services

EcoStruxure System Advisor\*\*

Y

NBH = Normal Business Hours

NBD = Next Business Day\* where available

\* where available

\*\* exclude labor and hardware, additional conditions apply.

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## 4. AGREEMENT CONTENT

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### 4.1 CUSTOMER FIRST PROGRAM – FEATURE DESCRIPTIONS

Customer FIRST Support and Services program features are described below.

#### 4.1.1 Standard Level – Included Services

##### 4.1.1.1 Core Support and Services

###### **Technical Support Access**

Schneider Electric provides expert technical assistance and application support during normal business hours via regional support centers and locally-based service engineers. Each request is processed through a defined multi-level response model that assures skilled and timely attention appropriate to the urgency and complexity of the reported situation. Reported situations are assessed by support analysts according to the impact on the customer's production, safety or environment.

*Standard level: Normal business hours*

*Note: Emergency support rendered outside of normal business hours is billable; provision of a purchase order or credit card number is required within one business day of initiating your request.*

###### **Global Customer Support Website Access**

Schneider Electric makes available its extensive knowledgebase of technical user documentation, issue solutions, and software via the Customer Support website. The registration profile allows the website user to refine their access to only the product content of interest.

Schneider Electric web tools provide online support case management. Customer personnel may submit service requests. A tracking number will be issued to the submitter, who may review case status and upload additional information as appropriate.

In addition, website-registrants will receive pro-actively issued communications of two types:

- Advisories that describe identified technical product problems and provide a solution
- Notifications pertaining to lifecycle management topics such as hardware and software release notifications, and service program changes

###### **(FX) Preventive Maintenance site visits per year**

The Customer FIRST Support and Services Agreement provides you with a number of Preventive Maintenance (PM) visits each year based on your selected program level. The general scope of

work includes physical inspection of equipment, review of software maintenance releases and fixes, technical advisories, product alert notices (Triconex) and status of open cases. The service engineer will perform analysis of system conditions (counters, loading, etc.) to help ensure the system is operating within defined specifications. They will perform corrective actions that are within the scope of the PM visit, and schedule follow-up maintenance for additional issues if necessary. Schneider Electric will help you determine the appropriate length of the PM visit per site.

Once per year, or more frequently if EcoStruxure™ DCS Advisor Services V4.0 (or higher) is enabled, Schneider Electric will collect system configuration data via use of a tool known as FERRET. This data will be used for the following purposes:

- It will be analyzed as a proactive aid in helping to identify any potential need for corrective or preventive activity.
- It will be used to develop your annual Lifecycle Assessment Report and Upgrade Planning Roadmap.
- It is available for System Asset Viewer application use.
- The data files will be stored in the Global Support Center's (GCS) Installed Base Repository.

These Customer FIRST features are described in this proposal.

**Notes:**

- 1) *The delivery schedule and timing of PM visits will be determined in consultation with the customer.*
- 2) *Customer should review the full scope of work with the Service Engineer prior to their arrival at site.*
- 3) *The Preventive Maintenance Site Visit includes (if installed) DCS Advisor Server maintenance support.*
- 4) *The Preventive Maintenance Site Visit does not include:*
  - a) *Installation of version licenses, revision releases and maintenance releases, or any startup activities.*
  - b) *Activities associated with the optional DCS Advisor Services: Remote Backup Service, Netsight Console, DCS Advisor Server with Data Diode, Patch Deployment to DCS Advisor Server.*

*These activities, and others that fall outside of PM scope of work, require the scheduling of a separate site visit for which the labor terms of this agreement will apply.*

*(FX) Standard level: One (1) Preventive Maintenance site visit per year*

### **En Route Response Commitment for Billable Onsite Corrective Assistance**

Schneider Electric solutions are reliably supported by our technical support engineers/consultants in collaboration with you via voice and electronic communication methods. If remote connection directly to your EcoStruxure Foxboro DCS is applicable, with proper approvals, this approach may be engaged to help facilitate matters.

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If we are unable to resolve your support case via remote methods, Schneider will provide hands-on corrective assistance. These activities may include system troubleshooting, defective hardware replacement, and software restoration<sup>3</sup> or correction due to data corruption or necessity.

While this type of support is typically time sensitive in nature, actual en route response time commitment will be determined by the Customer FIRST support level, situation urgency and availability of regional resources. Arrival time at site is dependent on transportation contingencies beyond Schneider Electric's control.

**Notes:**

- 1) *Activities that are not covered by Onsite Corrective Assistance include application work, block configuration, display creation, historian creation, software installation, manual installation activity associated with "Patch Deployment to EcoStruxure™ DCS Advisor Server", preventative maintenance work, startup support and upgrade labor.*
- 2) *Labor and materials, travel and living expenses are billable unless otherwise defined in the Agreement terms. Billable labor hours include travel time, time spent obtaining plant access, time spent onsite and offsite performing evaluations and preparing documentation necessary for the assigned tasks.*
- 3) *Software restoration may be accomplished using install discs or via download. If the customer's data is corrupt, there may be no recourse, in some cases, to restore corrupted user data.*

*This Customer FIRST Support and Services Agreement includes:*

*Standard level: Next Business Day (NBD) En Route Response Commitment for Corrective Assistance*

### **Software Maintenance Releases, Service Packs, Patches and Updates**

With the Customer FIRST Support and Service program, Schneider Electric provides maintenance releases and fixes for covered software related to your application that is released during the contract period.

Maintenance releases provide corrections to software defects within a software revision level. Media will be made available upon release, in electronic or physical format as appropriate, during the program's coverage timeframe. Schneider Electric makes no guarantee that maintenance releases will become available during the agreement period.

Installation labor for version licenses, revision releases, maintenance releases, service packs, patches and updates, and startup activities is not included in this program feature. These activities require the scheduling of a separate site visit for which the labor terms of this Agreement apply.

### **Lifecycle Assessment and Upgrade Planning Roadmap**

Schneider Electric understands that you have a need and a responsibility to maintain system equipment and software applications as critical parts of your business. The Lifecycle Assessment and Upgrade Planning Roadmap report provides a top-level view of the current lifecycle status of the products in use at your site and outlines key business objectives related to their maintenance and supportability.

Schneider Electric will collect system configuration data either remotely or during a site visit. The data files are stored in the Global Customer Support (GCS) Installed Base Repository and will be used to develop the Lifecycle Assessment and Upgrade Planning report. The report will be reviewed with you during the annual Customer FIRST Program renewal process.

The components of your system and applications will be assessed, as appropriate, for potential upgrade to preferred (current) phase products. This collaborative activity between customer staff and Schneider Electric focuses on identifying a logical progression for the potential upgrade of your equipment, software and files, and potentially, third party products.

The Lifecycle Assessment and Upgrade Roadmap will help facilitate effective short- and long-term upgrade planning decisions. It will be updated annually and may be used as the foundation for the optional Modernization and Migration Planning service.

### **Support Usage and Summary Report**

The Support Usage and Summary Report highlights all technical support case activity, labor-based site visits and material exchange activity logged by Schneider Electric's service management system.

### **Module Reserve Program (MRP)**

Schneider Electric provides fast, cost-effective access to its materials inventory when rapid replacement of malfunctioning equipment is necessary. If you encounter an issue with a component, you may arrange for exchange of the malfunctioning unit with another unit. Schneider Electric will provide an authorization number and shipping instructions. The replacement material generally ships within one business day following receipt of the malfunctioning equipment at Schneider Electric's designated address.

Product provided under the Module Reserve Program is billable. Pricing for the replacement unit is contingent on Schneider Electric's subsequent determination that the returned unit meets Module Reserve Program Policy qualifications.

*Note: The price of equipment provided from Module Reserve Program inventory may be applied to the Flexible Material Fund or MRP-Material Cost-Inclusive feature, if appropriate under the terms of your Customer FIRST Agreement.*

### **Software Version Upgrades and Revisions**

Schneider Electric has established clear and predictable product support timelines to enable customers to plan product upgrades in advance of reaching obsolescence. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase.



Schneider Electric provides Software Version Upgrade and Revision releases with the Customer FIRST Support and Services program.

Software Version entitlement is offered for the same product, excluding platform change. This benefit provides you with the ability to upgrade and keep covered Foxboro and Triconex software continuously current at the Preferred (i.e., most current) lifecycle phase.

The Version release is the most significant software upgrade. It generally contains major new features and enhancements. The Revision release generally contains both software correction and minor enhancements.

License(s) and upgrade media will be made available upon release, in electronic or physical format as appropriate, during the program coverage timeframe. Schneider Electric makes no guarantee that version and revision releases will become available during the agreement period.

Installation labor for version licenses, revision releases, maintenance releases, service packs, patches and updates, and startup activities is not included in this program feature. These activities require the scheduling of a separate site visit for which the labor terms of this Agreement apply.

#### Version Upgrade Eligibility:

- Installed Software must be at the current version (Preferred lifecycle phase) to be eligible for version entitlements. Software that was in the Preferred lifecycle phase when the client's first Customer FIRST agreement was executed is eligible for version entitlement. When these criteria have been met, entitlement to software versions of Foxboro or Triconex software begins and will continue for as long as an active Customer FIRST agreement (with Software Version and Revision entitlement) is maintained with no lapse in support coverage.
- The [Components and Software List](#) provided in this proposal will identify Schneider Electric software eligible for version upgrade.

#### Revision Upgrade Eligibility:

- For customers enrolled in the Customer FIRST Program, eligibility for revision entitlement will continue for as long as an active Customer FIRST agreement (Standard, Premium or Elite levels) is maintained with no lapse in support coverage.

#### *Notes:*

- 1) *Installation labor for version licenses, revision releases, maintenance releases, service packs, patches and updates, and startup activities is not included in this program feature.*

*These activities require the scheduling of a separate site visit for which the labor terms of this Agreement apply.*

- 2) *Upgrades to third-party operating system (OS) software, application software, and anti-virus software may be required to support new Schneider Electric system and application version and revision releases. These are not part of the Software Version Upgrades and Revisions element of the Customer FIRST program.*
- 3) *New hardware may be required to support new Foxboro or Triconex systems and application version and revision releases. An incentive program may be offered as appropriate to support such requirements. (Refer to Modernization Program.)*
- 4) *System shutdown may be required to support hardware and software version and revision releases.*
- 5) *A platform change occurs when the underlying software framework and environment has been changed to a dissimilar offering permitting new application software to operate and run. (e.g., FoxView to Control HMI or Aim\* Historian to the Wonderware Historian)*

#### **4.1.1.2 Services and Material Discounts**

##### **Advantage Discount Program**

Schneider Electric's careful attention to backward compatibility and serviceability enables our customers to preserve intellectual property and save significant downtime as they modernize. The Advantage Discount Program enables EcoStruxure Foxboro DCS and EcoStruxure Triconex Safety System customers to cost-effectively modernize aging equipment with innovative and productivity enhancing technologies.

Schneider Electric offers a significant incentive for modernizing system hardware and software to Preferred (current) lifecycle products, in exchange for the return of older equipment to Schneider Electric. The Advantage Discount Program is a global discount policy offering a 25% discount from global list price to loyal existing customers. Customer FIRST Support and Services Agreement customers receive an additional 25% discount, bringing the total Advantage Discount Program discount to 50% off the global list price of eligible parts.

The Advantage Discount Program applies to the upgrading of equipment in the lifecycle categories of Available, Mature, Lifetime, and Obsolete with products in the Preferred product lifecycle. Discounts applies to Preferred lifecycle product purchases only.

In general, Advantage Discount Program applies to product manufactured by Schneider Electric factories. Third party buyout equipment is generally not eligible for the Advantage Discount Program.

The returned equipment must be the functional equivalent of the equipment being modernized. Products returned must be in refurbishable condition. Contaminated, damaged, non-repairable or obviously broken material will not be accepted in trade. Additionally, equipment must be return to a Schneider Electric-designated location within 3 months of shipment of the new equipment.

*Standard level: Advantage Discount Program offers 50% off the global list price.*

**Site Support Services**

A discount on the current Schneider Electric labor rate at time of service is provided on labor hours dedicated to Site Support Services.

Site Support Services utilize the talents of Schneider Electric Service Engineers to supplement your site resources with simple day to day activities or to help solve more complex engineering issues. Schneider Electric will help you define the scope of work to meet your specific requirements.

Standard level: 10% discount on labor rate for Site Support Services

**Module Reserve Program (MRP) Parts**

The price of unit supplied to the customer will qualify for a discount contingent on material returned to Schneider Electric meeting Module Reserve Program qualifications.

Note: Not applicable to consumable products

MRP Parts: 43% discount on list price. Landed costs (duties, fees, etc.) may apply.

**Consulting Services**

Consulting Services allow you to leverage skilled Schneider Electric resources that can help optimize the performance of your existing assets, conduct routine performance assessments and assist with new product deployment. The Customer FIRST Program provides you with access to discounts on Consulting Services when purchased in conjunction with your support and services agreement.

Whether you are planning a new project and need help architecting a solution, or want recommendations to optimize the performance of your existing application for a single-site project or a global, enterprise-wide engagement, we will help you make arrangements with the appropriate resources within the Schneider Electric organization. Consulting Services combine best-in-class software technologies with in-depth process, plant and IT expertise.

Standard level: 10% discount on list price

**Spares**

The Customer FIRST Support and Services Agreement enables you to better manage and control the cost of equipment by providing a discount on the purchase of new material that will be stored as spare inventory at your site.

Standard level: 10% discount on list price

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### 4.1.2 Optional Advanced/Managed Services

Schneider Electric offers the following optional advanced/managed services with the Customer FIRST Support and Services program for your consideration.

#### **EcoStruxure™ System Advisor**

The Customer FIRST Program supports the utilization and performance of your EcoStruxure System Advisor application, providing essential software maintenance, technical support and services. The Customer FIRST Program provides access to:

- Continuous software maintenance and innovation through software version upgrades
- Technical support experts adept at resolving issues quickly, capitalizing on years of experience

#### **EcoStruxure™ System Advisor for Process Control**

EcoStruxure™ System Advisor for Process Control is a comprehensive documentation and system management tool designed for the Foxboro Distributed Control System, with the following capabilities:

- Proactively manage changes made to the DCS system with complete Change Tracking monitoring, User alerts to changes that have been made and a complete MOC (Management Of Change) workflow process to document these changes.
- Maintain the integrity of the entire system.
- Monitor dynamic data such as Alarms, Sequence Of Events (SOEs) and Operator Actions so they can be analyzed and incorporated into plant root cause analysis procedures to improve the process performance and safety.
- Quick and accurate access to configuration documentation to resolve problems.
- Manage the Alarm System properly to maintain compliance with standards like EEMUA, ASM and ISA- 18.2.
- Manage system resources such as I/O and Historian availability.
- Monitor system health proactively to help ensure that the system is performing properly. This includes monitoring the MESH network for network related issues.

*Note: EcoStruxure System Advisor does not include hardware and installation. Installation requires the scheduling of a separate site visit for which the labor terms of this agreement will apply.*

## 5. COMPONENTS AND SOFTWARE COVERED

### 5.1 SYSTEM – COMPONENTS COVERED

The following system components and software are covered under the terms and conditions of this Customer FIRST Support and Services Agreement and the Lifecycle Support Policy. Components and software not listed are not covered by this Agreement.

Item	Qty	Product	Short Description	Current Lifecycle phase	Obsolete Date	Previous Contract Entitlement to SW Version Upgrade (Yes/No)
<b>RP1</b>						
10.00	4	P0972AJ	FBI10E Fieldbus Isolator For 10 MB Ethernet	LifeTime		
20.00	4	P0972VA	Address Translation Station;Mesh/Nodebus Connect	Preferred		
30.00	8	P0917YZ	FCP270 Control Processor	Mature		
40.00	6	P0961FR	Control Processor 60 (CP60) Module	LifeTime	2/1/2021	
50.00	3	J0200NX	CP60 2500 Value Point NonFT SW Lic	LifeTime		No
60.00	18	P0926GX	FBM233, 10/100 Mbps Ethernet, Redundant	Available		
70.00	5	CM400YH	FBM07 Contact/dc Input	LifeTime		
80.00	1	CM400YK	FBM09 Contact/dc Input/Output	LifeTime		
90.00	6	CM400YN	FBM12 Contact/dc Input Expander	LifeTime		
100.00	5	CM400YP	FBM13 120 Vac Input Expander	LifeTime		
110.00	1	CM400YQ	FBM14 Contact/dc Input/Output Expander	LifeTime		
120.00	12	CM400YR	FBM15 120 Vac I/O Expander	LifeTime		
130.00	13	DM400YJ	FBM08 120 Vac Input	LifeTime		
140.00	25	DM400YL	FBM10 120 Vac Input/Output	LifeTime		
150.00	26	P0400DA	FBM01 0-20 mA Input	LifeTime		
160.00	35	P0400YE	FBM04 0-20 mA Input/Output	LifeTime		
170.00	3	P0400YH	FBM07 CONTACT/DC INPUT	LifeTime		
180.00	4	P0400YL	FBM10 120 Vac I/O	LifeTime		
190.00	11	P0914SQ	FBM201 Channel Isolated 8 Input 0-20 mA	Preferred		
200.00	35	P0914TD	FBM207 Channel Isolated 16 DIN Voltage Monitor	Preferred		
210.00	7	P0914XS	FBM237 Channel Isolated 8 Output 0-20 mA	Preferred		
220.00	4	P0916CP	FCM10EF 2KM Fieldbus Communication Module	LifeTime		

230.00	10	P0916TA	FBM242 Channel Isolated External Source DO	Preferred		
240.00	3	P0917HB	FBM221 4 Port, H1 FOUNDATION Fieldbus Module	LifeTime		
250.00	4	P0926DJ	DCM10E DIN Fieldbus Converter	LifeTime		
260.00	2	P0926DP	DCM10EF DIN FO Fieldbus Converter (Fiber Optic)	LifeTime		
270.00	4	P0972AJ	FBI10E Fieldbus Isolator For 10 MB Ethernet	LifeTime		
280.00	1	Q0302BT	Custom Allen-Bradley CSP FDSI Driver	Preferred		Yes
290.00	1	P0903CV	Annunciator Keyboard	LifeTime		
300.00	1	P0904AK	50 Series GCIO Interface w/o TS (EC96)	LifeTime		
310.00	1	S10D23270010	Software Suite License for Foxboro DCS +I/A Series	Available		Yes
320.00	1	S10B00260010	Software Suite License for Foxboro DCS +I/A Series	Available		Yes
330.00	1	S10D14250010	Software Suite License for Foxboro DCS +I/A Series	Available		Yes
340.00	1	S10D00250010	Software Suite License for Foxboro DCS +I/A Series	Available		Yes
350.00	1	S10B00250010	Software Suite License for Foxboro DCS +I/A Series	Available		Yes
360.00	1	S61C10002000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
370.00	1	S61C11932000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
380.00	1	S61C11511000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
390.00	1	S61C21211000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
400.00	1	S61C11931000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
410.00	1	S61C11512000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
420.00	1	S61C21212000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
<b>RP2</b>						
440.00	2	P0917YZ	FCP270 Control Processor	Mature		
450.00	2	P0926GX	FBM233, 10/100 Mbps Ethernet, Redundant	Available		
460.00	5	CM400YP	FBM13 120 Vac Input Expander	LifeTime		
470.00	8	CM400YR	FBM15 120 Vac I/O Expander	LifeTime		
480.00	11	DM400YJ	FBM08 120 Vac Input	LifeTime		
490.00	7	DM400YL	FBM10 120 Vac Input/Output	LifeTime		
500.00	10	P0400DA	FBM01 0-20 mA Input	LifeTime		
510.00	11	P0400YE	FBM04 0-20 mA Input/Output	LifeTime		
520.00	11	P0400YJ	FBM08 120 Vac Input	LifeTime		
530.00	2	P0914SQ	FBM201 Channel Isolated 8 Input 0-20 mA	Preferred		
540.00	1	P0914SY	FBM204 4 Channel 0-20 In + 4 Channel 0-20 Out	Preferred		
550.00	3	P0914TG	FBM241 Ch Isolated Vmon DI + External Source DO	Preferred		
560.00	1	P0916TA	FBM242 Channel Isolated External Source DO	Preferred		

570.00	1	Q0302BT	Custom Allen-Bradley CSP FDSI Driver	Preferred		Yes
580.00	1	S10B00250010	Software Suite License for Foxboro DCS +I/A Series	Available		Yes
590.00	1	S10D24260010	Software Suite License for Foxboro DCS +I/A Series	Available		Yes
600.00	1	S61C31821000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
610.00	1	S61C31822000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
620.00	1	Q0301AS	AIM*Historian SW Lic (2000 Points)	Available		No
630.00	1	Q0301VG	AIM*Inform SW Lic - Qty 1	Available		No
640.00	1	Q0301YB	AIM*OLE DB Provider License - 1 User	Mature		Yes

**The following equipment is in the Obsolete Phase and cannot be supported by the Module Reserve Program.**

Item	Qty	Product	Short Description	Current Lifecycle phase	Obsolete Date
10.00	2	P0924FL	P91 Style G Workstation Server	Obsolete	8/1/2015
20.00	1	P0924TW	P92 Style M, Rev A, B, C, D Workstation	Obsolete	10/1/2016
30.00	2	P0924XY	P91 Style J Workstation Server	Obsolete	2/1/2016
40.00	8	P0973BJ	Fiber E'net Switch w/24 MT-RJ Ports & Uplink Ports	Obsolete	4/1/2016
50.00	2	P0973HA	24 SFP Port Uplink Switch	Obsolete	9/1/2016
60.00	1	P0923MA	P91 Workstation Server; Styles B,C & D	Obsolete	6/1/2014
70.00	1	P0924TW	P92 Style M, Rev A, B, C, D Workstation	Obsolete	10/1/2016
80.00	2	P0973BJ	Fiber E'net Switch w/24 MT-RJ Ports & Uplink Ports	Obsolete	4/1/2016

## 6. CONTACT INFORMATION

### 6.1 CUSTOMER CONTACT INFORMATION

Customer shall provide the following information to Schneider Electric.

#### 6.1.1 Customer Addresses

Customer shall provide the following addresses to Schneider Electric.

Site Name:	Inland Empire Utilities Agency
Billing Address	6905 Kimball Avenue Chino, California 91708-9136 USA
Shipping Address	6905 Kimball Avenue Chino, California 91708-9136 USA
End User Address	6905 Kimball Avenue Chino, California 91708-9136 USA
Sold to Address	6905 Kimball Avenue Chino, California 91708-9136 USA

#### 6.1.2 Purchasing & Accounts Payable Contacts

Customer shall provide contact information for purchasing and accounts payable to Schneider Electric.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1	Warren Green		Tel: 909-993-1600 Email: <a href="mailto:wgreen@ieua.org">wgreen@ieua.org</a>
2			Tel: Mobile: Fax: Email:

### 6.1.3 Site Identification

This Customer FIRST Support and Services Agreement covers the identified system(s) located at the following site(s).

1.	Site Name and Location	Inland Empire Utilities Agency- Chino, California
2.	System	Foxboro IA system

### 6.1.4 Site Operations Contacts

Customer shall provide personnel names and contact information for the individuals that Schneider Electric may contact for support purposes.

Indicate whether the named individual(s) may be contacted by Schneider Electric for remote services (EcoStruxure™ DCS Advisor) purposes.

NO	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION	PROCESS UNIT ID, LOCATION
1	Don Hamlett	Process Automation & Control Supervisor	Tel: 909-993-1846 Mobile: 951-675-9879 Fax: 909-993-1982 Email: <a href="mailto:dhamlett@ieua.org">dhamlett@ieua.org</a>	

## 6.2 SCHNEIDER ELECTRIC CONTACT INFORMATION

Schneider Electric shall provide contact information to the customer.

### 6.2.1 Schneider Electric Support Centers

The following authorized support centers are available to provide support to your site for the products covered by this Agreement:

#### Worldwide contact points:

Global Customer Support (GCS) website: <https://pasupport.schneider-electric.com>  
 Training website: <http://industrialtraining.schneider-electric.com/processautomation/iom>

Email:

General and non-technical inquiries: [systems.support@schneider-electric.com](mailto:systems.support@schneider-electric.com)

Technical support requests: [pa.support@schneider-electric.com](mailto:pa.support@schneider-electric.com)

GCS Center	America's GCS	Asia Pacific GCS	EMEA GCS
Location	Foxboro MA USA	Shanghai	Baarn NL
Phone	+1-866-746-6477	+86 21 37180086	+31-3554-84125
Internationally	+1-508-549-2424		
Fax	+1-508-549-4999	+86 21 37180196	+31-3554-84230
Email – general and non-technical inquiries	systems.support@schneider-electric.com	GCSSupport.APAC@schneider-electric.com	EMEAGCS.support@schneider-electric.com
Email – technical support requests	pa.support@schneider-electric.com	pa.support@schneider-electric.com	pa.support@schneider-electric.com

## 6.2.2 Individual Schneider Electric Contacts

The following individuals have assisted in preparing this Customer FIRST Support and Service Agreement.

NO.	CONTACT NAME	RESPONSIBILITY	CONTACT INFORMATION
1	Gerald Mullaney	Product Sales Executive (PSE)	Tel: +1 3035221892 Mobile: +1 3035221892 Email: <a href="mailto:gerry.mullaney@se.com">gerry.mullaney@se.com</a>
2	Andy Saunders	Product Sales Account Representative	Mobile: +1 7195054557 Email: <a href="mailto:andy.saunders@rustco.com">andy.saunders@rustco.com</a>

## 6.2.3 Material Return Instructions and Contact Information

It is essential to confirm the correct address, instructions, and authorization for material return claims and Modernization claims prior to shipping a package to Schneider Electric.

For all material returns and exchanges, contact Schneider Electric via the contact points listed above or one of the Schneider Electric offices listed below to request a Return Material Authorization (RMA) number and the correct shipping address to which to return the material.

*Note: Check the Office Locator (<http://www.buyautomation.com/OfficeLocator/>) for current contact information, as the information listed below will change over time.*

CUSTOMER SITE LOCATION	SCHNEIDER ELECTRIC ADDRESS	CONTACT INFORMATION
<p>Canada and USA:</p> <p><i>NOTE: Always contact the telephone numbers provided here to request Return Material Authorization Number (RMA#) and shipping instructions prior to shipping unit.</i></p>	<p>Schneider Electric Systems Canada Inc. 4 Lake Road, D.D.O, Quebec H9B-3H9 Canada</p> <p>Schneider Electric Systems USA, Inc. Dept. 910 Field Service Receiving 15 Pond Street Foxboro, MA 02035 USA</p> <p>Schneider Electric Systems, USA, Inc. 26561 Rancho Parkway South Lake Forest, CA 92630 USA</p>	<p>Canada, USA toll free: Telephone: +1 866 746 6477</p> <p>Worldwide support: Telephone: +1 508 549 2424 Fax: +1 508 549 4999 Email: <a href="mailto:systems.support@schneider-electric.com">systems.support@schneider-electric.com</a></p>

## 7. SELECTION AND PRICING SUMMARY

### 7.1 PROPOSAL ACCEPTANCE

This Proposal is valid for 30 calendar days from the date of this Proposal.

**Note:** Notwithstanding any provision of this proposal or the Purchase Order, Schneider Electric reserves its right to increase the price after the validity date to cover the cost caused by any delays or an extreme price inflation arising for reasons outside the reasonable control of Schneider Electric or its Suppliers and such change shall be documented through a Change Order or a revision to the Purchase Order.

### 7.2 SELECTION SUMMARY

The Customer FIRST Program's Support and Services Agreement provides a comprehensive portfolio of support and service features that addresses your short term and long-term maintenance and lifecycle challenges. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program level features.

The following information covers pricing for the proposed Customer FIRST Support and Services program.

#### Included Services

The "Included Services" are covered by the selected Customer FIRST Program level's price before Optional Features are added. Refer to the Agreement Content section of this Agreement for a summary matrix and description of program features.

#### Optional Services

The Customer FIRST Program offers the listed Support and Services features on an optional basis.

#### Optional Advanced/Managed Services

The Customer FIRST Program allows the opportunity to include Optional Advanced/Managed Services to help you meet your specific support requirements.

SELECTION SUMMARY	Year 1	Year 2
INCLUDED SERVICES ( <i>Price before Optional Services</i> )	\$61,886.00	\$63,743.00
<input checked="" type="checkbox"/> EcoStruxure System Advisor	\$4,883.00	\$4,883.00
<b>TOTAL:</b>	<b>\$66,769.00</b>	<b>\$68,626.00</b>

### 7.3 BILLING SCHEDULE

This Customer FIRST Support and Services Agreement is:

A renewal of a prior Agreement

The billing cycle is:

Quarterly

### 7.4 PAYMENT SCHEDULE

PAYMENT SCHEDULE	ANNUAL PAYMENT TOTAL	PERIOD PAYMENT	PERIOD LENGTH	START DATE	END DATE
Year 1	\$66,769.00	\$16,692.25	Quarterly	August 14,2020	August 13,2021
Year 2	\$68,626.00	\$17,156.50	Quarterly	August 14,2021	August 13,2022
<b>Total</b>	<b>\$135,395.00</b>				

Payment is due 30 days from date of invoice.

## 8. AGREEMENT ACCEPTANCE

Execution of this Agreement represents acceptance into the Customer FIRST program and its terms and conditions.

PURCHASER	
Client (Company) Name	
Address	
City/State/Zip	
Country	
Authorized Purchaser Representative (signature)	
Authorized Purchaser Representative (print name)	
Title	
Date	

SCHNEIDER ELECTRIC	
Schneider Electric Local Entity Name	Schneider Electric Systems USA, Inc.
Acceptance By (signature)	
Acceptance By (print name)	Deepa Peswani
Title	Finance Director
Date	October 14, 2020

## 9. POLICIES AND GUIDELINES FOR SPECIFIC CUSTOMER FIRST FEATURES

### 9.1 SUPPORT HOURS AND RATES

Customer FIRST Support and Services shall be performed during the normal workday as defined by local practice or labor law, or as defined in this Agreement. Support, services, and travel hours in excess of the normal workday may be billable, subject to the specified Customer FIRST Program level, labor terms and provisions of this Agreement.

NO.	TITLE	DESCRIPTION
1	NORMAL WORKDAY HOURS	Normal workday hours: 8:00AM to 5:00 PM  <input checked="" type="checkbox"/> Schneider Electric-designated holidays will be observed.
2	TRAVEL HOURS	Travel hours shall accrue from the point of origin and cover time traveling to and returning from the job site.  The point of origin shall be: <input checked="" type="checkbox"/> Home base of the Schneider Electric engineer performing the work  The following detail will apply as determined appropriate by Schneider Electric and Customer. Travel hours will be billed for: <input checked="" type="checkbox"/> Actual time incurred
3	SERVICE RATES	<input checked="" type="checkbox"/> Service Rates are defined in local Service Rate Schedule

### 9.2 LIFECYCLE SUPPORT POLICY

Schneider Electric has established clear and predictable product support timelines to enable customers to plan product upgrades in advance of reaching obsolescence. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase.

Information about the products currently supported in each lifecycle phase is posted on the respective Schneider Electric brand support websites, and we provide periodic notification of all product transitions from one lifecycle phase to the next.

The Lifecycle Support Policy provides consistent and predictable guidelines for product support, compatibility, availability and repair. The policy establishes clear and predictable product support timelines to assist customers with managing end of life issues related to their installed Electric system equipment. This proactive approach provides a comprehensive view of product lifecycle phases, phase transition timing, and available support during each phase. This information enables customers to plan product upgrades years in advance. Schneider Electric system products move through five phases during their lifecycles:

- Preferred Products (PREF): These products are the most recent sales-released products available in their functional area.
- Available Products (AVAL): Products are available for sale primarily for expansion projects. They are no longer the Preferred Product offering.
- Mature Phase (MATR): Products withdrawn from sale. Comprehensive support services are provided.
- LifeTime Phase (LIFE): Schneider Electric continues to support and maintain standard Schneider Electric products based on an annual review of support capability.
- Obsolete (OBSL): Schneider Electric will determine if a product is unrepairable due to age or obsolescence and will provide advance notice via email to client personnel that have registered on the Global Customer Support website. Once the product has entered the Obsolete Phase, Schneider Electric can no longer provide a quality repair nor provide a module exchange. Products that are identified as Obsolete shall be excluded from coverage under this Service Agreement. If that product fails, Schneider Electric will suggest purchase of an alternate replacement.

*Note: Schneider Electric may adjust Product List Value (PLV) throughout product lifecycle.*

### 9.3 MODULE RESERVE PROGRAM (MRP) POLICY

If you encounter an issue with your Foxboro or Triconex system, Schneider Electric will help you return it to normal operation. When replacement of a malfunctioning component is determined to be the best solution, a unit may be shipped from Schneider Electric inventory in exchange for your malfunctioning unit. You must be covered by a Customer FIRST Support and Services Agreement to receive this benefit.

Product provided under the Module Reserve Program is billable and may be applied to Module Reserve Program (MRP) - Material Cost-Inclusive feature or the Flexible Material Fund if appropriate.

Major system components are carefully selected for refurbishment and inclusion in Schneider Electric inventory. These components undergo a comprehensive refurbishment process including error detection and correction. Firmware is updated when appropriate and the hardware is put through Schneider Electric's manufacturing product testing sequence. A 90-day warranty is provided on refurbished equipment.

#### 1) CUSTOMER FIRST COVERAGE CONDITIONS

The Module Reserve Program (MRP) is available to Foxboro and Triconex non-Nuclear industry system customers that have Customer FIRST program Standard level coverage.

The requested replacement unit will be shipped by Schneider Electric AFTER Schneider Electric has received your malfunctioning unit.

## 2) PRODUCT LIFECYCLE AND AVAILABILITY

Components are categorized in the Available, Preferred, Mature, LifeTime, and Obsolete Phases defined in the Lifecycle Policy in the “Components and Software Covered” section of the Customer FIRST Support and Service Agreement. Product lifecycle status may affect availability, as described below.

- Products in Preferred, Available and Mature Phases are generally available for shipment within one business day, in accordance with Customer FIRST program level.
- Products in LifeTime Phase will be supplied on a reasonable effort basis, with shipment subject to availability, in accordance with Customer FIRST program level.
- Products in Obsolete Phase are not supported under this program. In situations in which it is determined that an Obsolete Phase product has failed, Schneider Electric may suggest that client purchase a new functionally equivalent Preferred Phase product if available.

## 3) ORDERING INSTRUCTIONS and PRICING

- a) Equipment is provided at the price prevailing at the time of shipment, if the exchange transaction meets the conditions detailed below.
- b) Equipment can be requested by the customer’s authorized personnel by contacting the Global Customer Support center in the United States of America (telephone +(00)1 508-549-2424) or Schneider Electric representative in the customer’s geographical area. Refer to the Schneider Electric Contact \ Material Return section of the Customer FIRST Support and Service Agreement.
- c) Shipping and handling costs may apply. This detail varies by country in accordance with local custom and regulations. Your Schneider Electric representative will advise you on this detail.
- d) The requested replacement material will be shipped generally within one business day after Schneider Electric receives the unit that is being replaced, subject to availability. Refer to “Product Lifecycle and Availability” section above.

- e) Delivery of critical equipment within 24 hours may be arranged if availability and transportation logistics allow it; a premium charge will apply.
- f) A purchase order or credit card number will be requested at time of order placement if product is billable.

#### 4) INSTRUCTIONS FOR PRODUCT RETURN TO SCHNEIDER ELECTRIC- DESIGNATED LOCATION

- a) A Return Material Authorization (RMA) number will be provided at the time of order placement for use in returning the malfunctioning unit to an address designated by Schneider Electric. The RMA number must be clearly identified on the box in which the malfunctioning unit is being shipped.
- b) Schneider Electric is not responsible for loss, or delay in processing, of returned material when packaging lacks clear identification (i.e., Return Material Authorization number, your company name, individual contact name and address) or is received at any Schneider Electric address other than the specific address provided with a Return Material Authorization number.
- c) The malfunctioning equipment must be received at the Schneider Electric-designated location before the refurbished replacement unit will be shipped to the customer.

#### 5) EVALUATION OF RETURNED PRODUCT

- a) Schneider Electric will evaluate returned material to determine whether it is in acceptable condition for repair/refurbishment and subsequent inclusion in Schneider Electric inventory.
- b) Schneider Electric reserves the right to disqualify returned units that do not qualify as visually presentable to our next client (i.e., scratched, written upon), or which have been damaged by misuse, incorrect installation, power surges, exposed to contaminants, force majeure, or subjected to non-Schneider Electric unauthorized repair. Such damage may prevent the modules from being repaired reliably and these modules must be removed from the pool of replacement modules.

#### 6) NON-COMPLIANCE

- a) Non-compliance with this policy will result in the issuance of an invoice for the full list price of product provided. Purchaser agrees to provide Schneider Electric with a funded purchase order for this purpose.

## 7) WARRANTY

- a) The Module Reserve Program does not cover warranty replacement. For warranty replacement, the client can arrange for a return to the factory for repair or replacement in accordance with Schneider Electric warranty terms.

## 8) CONSUMABLE PRODUCTS

- a) The Module Reserve Program supports consumable products at full value with the benefit of expedited shipment.

## 10. COMMERCIAL SECTION

### 10.1 PROJECT TERMS AND CONDITIONS

<b>Proposal Validity:</b>	<p>This proposal is valid for 30 calendar days from the date of - proposal.</p> <p>Notwithstanding any provision of this proposal or the Purchase Order, Schneider Electric reserves its right to increase the price after the validity date to cover the cost caused by any delays or an extreme price inflation arising for reasons outside the reasonable control of Schneider Electric or its Suppliers and such change shall be documented through a Change Order or a revision to the Purchase Order.</p>
<b>Firm Prices:</b>	Prices are in USD and are firm for all Customer FIRST Program support and services.
<b>Taxes/Duties:</b>	Sales taxes, duties and other fees are not included in this proposal.
<b>Payment/Schedule</b>	Payment schedule is defined in this proposal.
<b>Services:</b>	Customer FIRST Program support and services shall be performed as defined in the proposal and by local practice or labor law.
<b>Covid 19 Disclaimer:</b>	<p>The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed in areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Schneider Electric Systems' (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by Schneider Electric Systems (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Schneider Electric Systems' (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for <b>excusable delay</b> not exposing Schneider Electric Systems to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.</p>
<b>Others:</b>	<p>Unless stated as included elsewhere in the Proposal, all travel and living expenses are extra and will be invoiced at cost + 10%. Unless stated as included elsewhere in the Proposal, all engineering estimates do not include travel time which will be charged at an agreed to rate.</p> <p>This quotation assumes standard work 8-hour days, Monday through Friday, Schneider Electric holidays excluded.</p>
'''	Customer FIRST Program Terms and Conditions apply to this proposal. Modifications and additional Schneider Electric terms and conditions may be defined in this proposal.

## 10.2 STANDARD TERMS AND CONDITIONS FOR CUSTOMER FIRST AGREEMENT (CFA)

### Schneider Electric Systems USA, Inc.

#### General Terms and Conditions of Sale of CFA

##### Article 1 - AGREEMENT TERM.

These General Terms and Conditions of Sale (“Terms of Sale”) shall apply to any purchase or procurement of Goods, Software and/or Services by the legal entity procuring such Goods, Software and/or Services (“Buyer”) from Schneider Electric Systems USA, Inc. or Schneider Electric Systems Canada, Inc., as applicable (“Seller”). To the extent that there is a conflict between these Terms of Sale and a valid signed master agreement between the Buyer and Seller, the specific conflicting terms of the master agreement shall prevail. To the extent that there is a conflict between these Terms of Sale and another set of Seller terms and conditions issued to the Buyer as part of the proposal or quotation process, the specific conflicting terms of the proposal or quotation document shall prevail. To the extent that Buyer attaches any other terms and conditions to a Purchase Order or other instrument used to buy Seller’s Goods, Software or Services, such attached Buyer terms and conditions shall be null, and void and these Terms of Sale shall be the terms and conditions of sale. Any other variation from these Terms of Sale shall require the signed consent of an authorized Seller representative.

##### Article 2 - DEFINITIONS

- 2.1 “**Affiliates**” means any legal entity which has an ownership interest in or is under a common ownership interest with a Party and which is defined in attachments to this Agreement or subsequent Purchase Orders. Notwithstanding the definition of Affiliates, Seller Affiliates shall not include Aveva Group PLC. and all its subsidiaries.
- 2.2 “**Agreement**” means these terms and conditions, Seller’s Proposal with all the attachments, and the Purchase Order with all Change Orders “if any”. In case of any discrepancies between the documents, the order of precedence will be as following:
1. Seller Proposal with all the attachments,
  2. These Terms of Sale with all the attachments, and
  3. The Buyer Purchase Order.
- 2.3 “**Buyer**” shall mean the company and any of its Affiliates which has executed a Purchase Order under this Agreement.
- 2.4 “**CFA**” shall mean Customer First Agreement which is the support services program Buyer provides to Seller. CFA scope of work, support exclusions and other special terms related to CFA are as described in the Seller’s Proposal.
- 2.5 “**Days**” shall be calculated as calendar days unless otherwise specified under this Agreement.
- 2.6 “**Expenses**” shall mean all out-of-pocket expenses reasonably incurred by Seller in the provision of the Goods, Software and Services, including but not limited to, airfare, hotel, transportation, meals, supplies, data preparation, and other direct expenses incurred by Seller’s personnel or subcontractors in performing Seller’s obligations under a Purchase Order, as these expenses may be further detailed in a Purchase Order and the net tax costs of any non-deductible travel expenses for assignment of employees over one (1) year in locations not within a reasonable commuting radius of the employee’s principal place of employment.
- 2.7 “**Goods**” shall mean all products, equipment, materials, spare parts, hardware, supplies, and accessories to be supplied under a Purchase Order.

- 2.8 **“Intellectual Property Rights”** shall mean any patent, trademark, service marks, copyrights, trade secrets, ideas, concepts, know-how, techniques or other proprietary right.
- 2.9 **“Party and Parties”** shall mean Seller, Buyer hereunder and any third party to which the Parties may have assigned their rights under the Agreement. In its singular form, Party means any one of Seller, Buyer or the third party to whom one of them has assigned its rights under the Agreement.
- 2.10 **“Price”** shall mean the total value of a Purchase Order after all applicable discounts have been applied. Expenses are not included in the Price unless agreed upon in the Purchase Order.
- 2.11 **“Purchase Order”** shall mean any purchase order, either paper or electronic, with related attachments and changes thereto, agreed upon by the Parties pursuant to this Agreement, which shall describe the specific Goods, Software or Services to be supplied by Seller to the Buyer and the detailed Specifications for such. Purchase Orders agreed upon from time to time between Seller and Buyer and/or their respective Affiliates shall constitute separate contracts that incorporate this Agreement.
- 2.12 **“Seller”** shall mean Schneider Electric Systems USA, Inc.
- 2.13 **“Services”** shall mean the provision of testing, assessment, per-diem or specific time-limited engineering services, installation, start-up, configuration and any development of application programs, customization, implementation, training and any other services agreed upon between the Parties in Purchase Orders hereunder.
- 2.14 **“Software”** shall mean computer software programs, in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, their related instructions manuals and documentation, for which Seller grants Buyer a license under the contract. The conditions of the Software license shall be set forth in the Seller end-user license agreement applicable to the particular Software at the time of delivery or, in the absence of such end-user license agreement, the software license terms contained herein.
- 2.15 **“Specifications”** shall mean the Seller’s standard specifications applicable to the Goods and/or Software at the time of execution of the Agreement or a Purchase Order hereunder or the specific requirements mutually agreed upon between the Parties in Purchase Orders hereunder in relation to the Goods, Software and, with respect to Services, the agreed upon statement(s) of work containing a description of the Services to be rendered.
- 2.16 **“Warranty Period”** shall mean the applicable time period during which Goods, Software and Services are respectively guaranteed by Seller under the conditions set forth herein and in accordance with the Warranties Article.

### **Article 3 - CHANGES**

- 3.1 Either Party may request changes that affect the scope, duration, delivery schedule or price of a Purchase Order, including changes in the Specifications and Goods, Software or Services to be delivered or licensed. If either Party requests any such change, the Parties shall negotiate in good faith a reasonable and equitable adjustment to the Purchase Order. Neither Party shall be bound by any change requested by the other until an amendment to the Purchase Order in the form of a change order has been accepted in writing by both Parties. Pricing of changes shall be based on the then current Seller’s prices.
- 3.2 Any alteration, deletion or addition to the Work ordered in the Purchase Order or a change in any provision of the Purchase Order shall be effective only if made in a change order is executed by Buyer and Contractor. A change order, however, shall not modify any provisions of the Agreement unless the parties agree in writing to do so.

### **Article 4 - PRICE**

- 4.1 Unless otherwise stated in an applicable quotation or proposal, all prices are subject to change without notice. In the event of a net price change and unless otherwise agreed to in writing, prices for orders scheduled for immediate release shall be those in effect at time of order entry. Prices for orders placed for future shipment without an agreed price and ship date will be billed at the pricing in effect as of the shipment date. All clerical errors are subject to correction.
- 4.2 **Services Assumptions:** Seller’s work estimates are based on work performed during normal work hours (8 hours) between the hours of 06:00 and 18:00 local time, Monday to Friday, holidays excepted. Unless specified

in writing the following are chargeable in addition to base rates: overtime or premium hours, travel costs, specialized tools and test goods, utility shutdowns, any delays or site issues not caused by Seller, additional trips for postponement or delay. No on-site orientation, safety training, work required for site specific requirements is included in a quotation unless expressly specified by Seller. Current rates are in Seller's then current Seller Field Services Demand Labor Rates document. Field specialists bill a 4-hour minimum charge for travel where Services are performed in less than 4 hours, and an 8-hour minimum charge for Services otherwise.

**Article 5 - TAXES:**

- 5.1 Unless otherwise set out in Seller's proposal or quotation, the price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by Government authorities upon equipment and/or services quoted by the Seller. Buyer shall be responsible for all such taxes, duties and charges resulting from this agreement. The Seller is required to impose taxes on orders and shall invoice the Buyer for such taxes and/or fees according to state and local statute, unless the Buyer furnishes the Seller at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees.
- 5.2 Any duty, tariff, levy, tax or charge (including without limitation, sales, use, excise, goods and services, harmonized, value-added and withholding taxes), customs levy or inspecting, licensing or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority or measured by any transaction between Seller and Buyer, shall be paid by the Buyer in addition to the prices quoted or invoiced, and such charges will appear as a separate line item on the invoice. Buyer agrees that current unit prices will be equitably adjusted in the event Seller is required to pay any incremental amounts for any duty, tariff, levy, or charge on any input components of the Goods.

**Article 6 - INVOICING**

- 6.1 Invoices shall be sent to the address specified in the Purchase Order.
- 6.2 Should Buyer dispute any invoice, Buyer shall notify Seller of the nature of the dispute in writing within fifteen (15) days of the invoice date. Buyer shall have the right to withhold payment of the portion of the payment in question until the dispute is resolved ("Disputed Invoice"). If Buyer does not notify Seller of any dispute within fifteen (15) calendar days of the invoice date, then the invoice is deemed to have been accepted and invoice payment is required to be made on the payment due date per contract terms. Notwithstanding any dispute regarding the invoice, Buyer shall pay the undisputed portion of the disputed invoice.
- 6.3 Seller shall invoice Buyer in accordance with the invoicing milestones agreed in the relevant Proposal. All Time and Materials Orders shall be billed at 100% of Labor hours expended and Goods supplied shall be billed at then current rates of the Seller on a monthly basis. All Expenses incurred shall be billed on a monthly basis with a minimum administrative fee equal to 5% of the amount of expenses.

**Article 7 - PAYMENT TERMS**

- 7.1 Subject to Seller's approval of Buyer's current credit rating and unless otherwise agreed upon in the relevant Purchase Order, payments of all Goods, Software, Services are due in advance, and Expenses are due Net thirty (30) calendar days from the invoice date. Buyer acknowledges that it has the right to request Seller reassess Buyer's creditworthiness from time to time, which Seller has the right to make a revision in its sole determination. Upon request, Buyer shall provide financial data evidencing the Buyer's worth in order for Seller to determine the creditworthiness of Buyer. Such information shall include, but not be limited to, annual reports, balance sheets, and bank records.
- 7.2 Payments advices from Buyer shall include the following information: invoice number, amount of payment, and purchase order number.
- 7.3 If Buyer is delinquent in its payment obligations, without prejudice to any other remedies available to it by law or in equity, Seller may demand immediate payment and at Seller's option (i) suspend all further deliveries or performance to be made under the Agreement or any further performance under any other contract with Buyer or Buyer's Affiliates, in which event Buyer shall not be released in any respect from its obligations to Seller under the Agreement or the other contract; (ii) recover all costs of collection including but not limited to reasonable attorneys' fees; (iii) repossess the Goods and Software for which payment has not been made; (iv) retain any equipment supplied by Buyer to Seller in relation to Seller's provision of Services; (v) charge

- interest at 1.5% per month on the past due amount, not to exceed the interest percentage allowed by law; and (vi) reassess the credit worthiness of Buyer and change any current payment terms. Any discount from Seller's rates, if any, shall cease to apply to the delinquent invoice, Buyer shall be invoiced for such differences in cost, and shall immediately pay the resulting invoice.
- 7.4 Buyer shall not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Seller and/or its Affiliates.

**Article 8 - RECEIVING, INSPECTION AND ACCEPTANCE**

- 8.1 If Buyer fails to notify Seller of any material non-conformities with the Specifications within a reasonable period following delivery, not to exceed thirty (30) calendar days, or is using those Goods, Software or Services in a production environment or for the regular conduct of its business, the Goods, Software or Services shall be deemed accepted, without prejudice to the warranty provisions hereunder.
- 8.2 Buyer shall have the right to reject Goods, Software and Services not materially in accordance with the Specifications in the Purchase Order. Seller shall have a reasonable opportunity to correct non-conformities, replace non-conforming Goods and/or Software or correct or re-perform the Services at its option, in accordance with Warranty Article. Should Seller fail to use reasonable efforts to correct non-conformities, replace the non-conforming Goods and/or Software or re-perform or correct non-conforming Services within a reasonable period of time, based on the complexity of the non-conformities, Buyer may terminate the Purchase Order or portion thereof. Seller's maximum liability under this Article shall be to refund the fees and expenses paid by Buyer for the portion of the Goods, Software or Services that is non-conforming.
- 8.3 Unless other acceptance criteria are agreed upon in the Specifications, Seller's standard testing procedures, including factory acceptance test and site acceptance test where applicable, shall apply to Goods, Software and Services provided. If Buyer's representative is unable to attend any of these tests having received reasonable notice thereof, Buyer shall be deemed to have waived its entitlement to attend such tests. To the extent that any Goods, Software or Services have been, or can be deemed approved by Buyer pursuant to the terms of this Agreement or the applicable Purchase Order at any stage of Seller's performance, Seller shall be entitled to rely on such approval for purposes of all subsequent stages of its performance hereunder.

**Article 9 - WARRANTIES**

- 9.1 **Warranty Period:** shall mean the applicable time period during which Goods, Software and Services are respectively guaranteed by Seller under the conditions set forth herein as follows:
- a) **Customer First Support Program ("CFA"):** are warranted for a period of Ninety (90) days from the date of Service. Seller warrants that any parts, for Goods which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such parts. Additionally, Seller warrants that any Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such Software upgrades, patches, service packs, quick fix, quick custom or corrective fixes. For any breach of these warranties, a Buyer's exclusive remedy, and Seller's entire liability, shall be the reperformance of the Services or repair or replacement of such parts, Software upgrades, patches, service packs, quick fix, or quick custom.
- b) **Consumable Products:** Products normally consumed in operation or which have an inherently short normal use period, including but not limited to consumables such as flashtubes, lamps, batteries, storage capacitors, are guaranteed for a period of ninety (90) days from date of delivery by Seller, except for disposable PH/ORP sensors, replacement PH, ORP and reference electrodes and dissolved oxygen membranes which are guaranteed for a period of one (1) year from the date of shipment or until they are installed, whichever occurs first.
- 9.2 **Exclusive Warranty Remedies:** In the event of any warranty covered defects or deficiencies in Goods in subsections above, or Services in subs. (b) above, the sole and exclusive obligation of Seller shall be to re-perform the Services, or repair or replace the defective Goods or part of the Goods, at Seller's sole discretion. Such warranty coverage is contingent on Buyer providing prompt notification to Seller once such defect or deficiency is reasonably apparent to Buyer.
- 9.3 **Exclusions & Limitations:** This warranty shall not apply (a) to Goods not manufactured by Seller, (b) Services not provided directly by Seller, (c) to Goods or Services that has been repaired or altered by anyone

- other than Seller so as, in Seller's judgment, affects the same adversely, (d) Seller's conformance with Buyer's design of the Goods or Software; or (e) to Goods or Services that appear to be subjected to negligence, accident, or damage by circumstances beyond Seller's control, or improper any non-Seller operation, maintenance or storage, or to other than normal use or service. The foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement.
- 9.4 **Non-Seller Goods or Services:** With respect to Goods not manufactured by Seller, or Services provided by non-Seller providers, the warranty obligations of Seller shall in all respects conform and be limited to the warranty extended to Seller by such non-Seller supplier.
- 9.5 SELLER MAKES NO WARRANTY THAT THE BUYER'S USE OF SELLER'S GOODS, SOFTWARE, OR SERVICES WILL BE UNINTERRUPTED, SECURE AND/OR ERROR-FREE. SELLER DOES NOT REPRESENT OR GUARANTEE THAT ANY GOODS AND/OR SOFTWARE WILL BE FREE FROM VULNERABILITIES, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSIONS, AND SELLER DISCLAIMS ANY LIABILITY IN RELATION THERETO.
- 9.6 EXCEPT AS SET FORTH HEREIN OR IN THE WARRANTIES PROVISIONS CONTAINED IN SEPARATE SOFTWARE END USE LICENSE AGREEMENTS, THESE WARRANTIES, CONDITIONS, AND EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY SELLER, SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO GOODS, SOFTWARE AND SERVICES SOLD BY SELLER TO BUYER.
- 9.7 ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, BUYER AND DO NOT EXTEND TO ANY THIRD PARTY, EXCEPT IN CASE OF TRANSFER OF THE SOFTWARE IN ACCORDANCE WITH APPLICABLE SOFTWARE LICENSE OR THE ASSIGNMENT ARTICLE.

**Article 10 - INTELLECTUAL PROPERTY OWNERSHIP**

- 10.1 Seller retains ownership of all right, title and interest (including copyright and patent rights) in and to its Intellectual Property Rights relating to Goods and Services and work product relating to these. Nothing in these Terms of Sale constitutes a transfer or conveyance of any right, title or interest in such Intellectual Property, including without limitation any Software, including firmware, contained in those, except the limited right for use as it provided and stated herein.
- 10.2 Seller may utilize proprietary works of authorship, pre-existing or otherwise, including without limitation software, computer programs, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as Intellectual Property Rights and any derivatives thereof, which have been originated, developed or purchased by Seller, an Affiliate of Seller, or by third parties under contract to Seller or to an Affiliate of Seller (all of the foregoing, collectively, "Seller's Information"). Seller and any third party owner shall retain at all times their respective ownership of Seller's Information.
- 10.3 Seller or the applicable third-party owner shall retain at all times the ownership of its Software, and Third Party Products, regardless of the media upon which the original or copy may be recorded or fixed. Without prejudice to the license(s) expressly granted hereunder and under a Purchase Order, no right, title or interest in or to the Software, Seller's Information, any copies thereof and any Intellectual Property Rights residing in the Goods, Software or result of Services is transferred to Buyer. Buyer acknowledges that the prices for Services and Software charged by Seller under these Terms of Sale are predicated in part on Seller's retention of ownership over such Software and any results of the Services, none of which shall be considered "work for hire."
- 10.4 Buyer shall retain at all times the ownership of its Intellectual Property Rights, regardless of the media upon which the original or copy may be recorded or fixed.

**Article 11 - SELLER SOFTWARE LICENSE**

1. Any software or computer information, in whatever form that is provided with Goods manufactured by Seller

or as part of Services, is licensed to Buyer as previously sold under or pursuant to standard licenses of Seller or its supplier of such software or computer information which licenses are hereby incorporated by reference and are available upon request. Seller does not warrant that such software or computer information will operate error-free or without interruption and warrants only that during the warranty period applicable to the Goods that the software will perform its essential functions. If such software or computer information fails to conform to such warranty, Seller will, at its option, provide an update to correct the non-conformance or replace the software or computer information with the latest available version containing a correction. Seller shall have no other obligation to provide updates or revisions.

**Article 12 - CONFIDENTIALITY**

- 12.1 **“Confidential Information”** shall mean any and all information in any form that each Party provides to each other in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would treat as confidential under like circumstances. Unless otherwise provided in the Specifications, Confidential Information does not include work products resulting from the Services performed hereunder and information which (i) is already known to the other Party at the time of disclosure; (ii) is independently developed without the benefit of the other’s Confidential Information; (iii) is received from a third party that is not under any confidentiality obligation towards the owner of the information; or (iv) has entered the public domain through no fault of the recipient.
- 12.2 Each Party retains ownership of its Confidential Information.
- 12.3 Each party agrees to (i) protect the other’s Confidential Information in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable care; (ii) use the other’s Confidential Information only in relation to the Purchase Order.
- 12.4 Upon termination of this Agreement or a relevant Purchase Order or upon written request submitted by the disclosing Party, whichever comes first, the receiving Party shall return or destroy, at the disclosing Party’s choice, all of the disclosing Party’s Confidential Information.
- 12.5 Neither Party shall, except with respect to their employees, contractors or agents with a need to know for purposes of this Agreement, disclose to any person any Confidential Information of the other Party without the other Party’s prior written consent, except where Confidential Information may be disclosed by law.
- 12.6 Unless otherwise agreed in Purchase Orders, these confidentiality obligations shall terminate five (5) years after the expiration of the relevant Purchase Order or termination of this Agreement, whichever comes first.

**Article 13 - SUSPENSION**

- 13.1 Seller's performance of work under this Agreement or a Purchase Order may be suspended by the Buyer in whole or in part whenever the Buyer may elect, with minimum prior written notice (“Notice of Suspension”) of at least thirty (30) business days.
- 13.2 Upon Notice of Suspension, Seller shall (i) discontinue work on the date and to the extent specified in the notice; and (ii) makes every reasonable effort to stop orders for materials and equipment and reassign personnel.
- 13.3 Upon Notice of Suspension, Buyer shall Pay all fees earned and expenses incurred in connection with the performance of this Agreement or the Purchase Order until the effective date of such suspension (“Fees and Expenses”) including all reasonable costs directly related to Buyer’s suspension pursuant to this provision, including costs associated with personnel reassignment, travel, restocking charges, storage costs and other administrative requirements (“Suspension Costs”).
- 13.4 In addition to the above, in the event of a suspension, Buyer acknowledges the following:
- a) All Milestones and/or delivery dates that have been agreed to, will be postponed, and such Milestones and/or delivery dates will be mutually agreed to upon the lifting of the Suspension.
  - b) If the Suspension continues for more than thirty (30) days that the Seller’s personnel assigned to the Agreement or Purchase Order may not be available and any cost required to attain the knowledge required to continue the performance of the Agreement or Purchase Order upon lifting the Suspension will be for the account of the Buyer.
  - c) When the performance is re-commenced, Buyer shall pay costs associated with extending performance, such

as, but not limited to, increased costs for Services, Goods, or Software, or the extension of warranties.

- d) The suspended Agreement and/or Purchase Order shall be recommenced upon the date mutually agreed to between the Parties.

13.5 If the Buyer breaches any of its contractual obligations, including but not limited to its payment obligations, Seller shall have the right to suspend the performance of the Purchase Order.

13.6 In the event that the suspension continues for greater than ninety (90) days, Seller, at its sole option, may terminate the Purchase, and the suspension shall be treated as a Termination for Convenience.

**Article 14 - TERMINATION FOR CONVENIENCE**

Unless otherwise agreed in the Seller's Proposal:

14.1 14.1 Seller's performance of work under this Agreement or a Purchase Order may be terminated by the Buyer in accordance with this article in whole or in part whenever the Buyer may elect, with minimum prior written notice ("Notice of Termination") of at least ninety (90) business days. Any such termination shall take place by delivery to the Seller of a Notice of Termination specifying the extent to which performance of work under the Agreement or Purchase Order is terminated, and the date upon which termination becomes effective. Upon receipt of any such notice, Seller shall, unless the notice requires otherwise:

- a) discontinue work on the date and to the extent specified in the notice; and  
b) makes every reasonable effort to either obtain cancellation of all orders to subcontractors.

14.2 Customer may terminate the Agreement without cause by giving Seller ninety (90) days written notice of such termination prior to the specified termination date. Upon termination of the Agreement, Customer shall pay Seller (i) all fees and expenses (including but not limited to CFA fees) earned or incurred in connection with the performance of the Services under the Agreement until the effective date of such termination ("Fees and Expenses"); (ii) any and all reasonable costs directly related to Customer's termination pursuant to this provision, including costs associated with personnel reassignment, travel and other administrative requirements, which termination costs equal 25% of the remaining balance of the total Agreement value and (iii) a Termination Fee equal to 2.5 % of the Agreement value.

**Article 15 - TERMINATION FOR DEFAULT**

15.1 Either Party may terminate this Agreement or any outstanding Purchase Order for default if the other has materially breached any of its obligations under the relevant Purchase Order and has not cured the breach within thirty (30) days of written receipt of a notice from the other Party.

15.2 Termination of a Purchase Order by either Party whether for default or for convenience shall not affect continuing performance by the Parties of their respective obligations under a different Purchase Order, unless otherwise agreed upon by the Parties.

**Article 16 - COMPLIANCE**

16.1 Neither Party shall comply with any foreign boycott laws or requirements, which are in violation of any federal or state law, rule, or regulation.

16.2 Either Party shall execute and deliver to the other any documents as may be required to effect or evidence compliance.

16.3 The Parties may correspond and convey documentation via the Internet unless Buyer expressly requests otherwise. Neither Party has control over the performance, reliability, availability or security of the Internet. Seller shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any communication over the Internet due to any reason beyond Seller's reasonable control.

**Article 17 - FORCE MAJEURE**

17.1 Seller will be excused from and not be liable for any non-performance of a Purchase Order if such delay or non-performance is due to any cause beyond the reasonable control of Seller, or which Seller could not reasonably foresee or reasonably provide against, and which prevents Seller from carrying out the terms of the Purchase Order. This includes but is not limited to the following: war, revolution, insurrection or hostilities

- (whether declared or not), riot, economic upheaval, civil commotion or uprising, flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion, epidemic or pandemic, strike, lockout or other industrial disturbance whether at Seller or one of its suppliers; sabotage, accident, embargo, car shortage, wrecks or delays in transportation, non-delivery of materials or order or action of government authority.
- 17.2 The Buyer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed in areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics or pandemic and that the situation may trigger stoppage, hindrance or delays in Seller (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Seller (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Seller's (or its subcontractors') employees. The Buyer therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Seller to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.
- 17.3 Any delay resulting from such cause shall extend the date of delivery accordingly. Seller reserves the right to cancel a Purchase Order, if in its opinion such circumstances threaten or cause extended delay in the performance thereof.

**Article 18 - INDEPENDENT CONTRACTOR**

- 18.1 Seller is performing the Services as an independent contractor and not as an employee of Buyer and none of Seller's personnel shall be entitled to receive any compensation, benefits or other incidents of employment from Buyer. Seller shall be responsible for all taxes and other expenses arising from the employment or independent contractor relationship between Seller and its personnel and the provision of services hereunder by such personnel to Buyer.
- 18.2 At all times and notwithstanding anything to the contrary herein or in a Purchase Order, Seller retains full control over the methods, details, persons employed or otherwise used to perform the Services and any other means of performance of its obligations under a Purchase Order and vary the composition of the team assigned to the performance of the Services or make different arrangements to achieve completion of its obligations.
- 18.3 Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or fiduciary relationship between Buyer and Seller, nor shall anything in this Agreement be deemed to create an agency relationship between Buyer and Seller. Neither Buyer nor Seller shall be or become liable or bound by any representation, act or omission whatsoever of the other.

**Article 19 - BUYER'S OBLIGATIONS**

- 19.1 Unless otherwise specifically agreed in the Specifications, Seller's personnel shall not perform Services on equipment in operation on Buyer's work site.
- 19.2 If Seller is to perform Services on Buyer's work site, Buyer shall be responsible for obtaining all applicable permits, visas or other governmental approvals required. Buyer shall be responsible for ensuring the safety of work conditions at its site and the safety of Seller's personnel.
- 19.3 Seller ensures that its employees, subcontractors and agents adhere to and comply with Buyer's health, safety, security and environmental ("HSSE") policies while at the work site, to the extent these policies have been made available to Seller.
- 19.4 Buyer agrees to cooperate with Seller in the performance of the project described in the Specifications, including, without limitation, providing Seller with, timely access to data, information and personnel of Buyer, and while on Buyer's Site, reasonable facilities and a safe working environment.
- 19.5 Buyer acknowledges and agrees that Seller's performance is dependent upon the timely and effective satisfaction of Buyer's responsibilities hereunder and timely decisions and approvals of Buyer where required. In addition, Buyer acknowledges and agrees that Seller may, in performing its obligations pursuant to this Agreement, be dependent upon or use data, material, and other information furnished by Buyer without any independent investigation or verification thereof, and that Seller shall be entitled to rely upon the accuracy and completeness of such information in performing its obligations. In the event that Seller incurs cost or is delayed due to Buyer's failure to comply with its obligations hereunder, Buyer shall issue a change order to extend the schedule and/or to provide the additional funding for any of Seller's costs incurred.

**Article 20 - INSURANCE**

20.1 Seller maintains sufficient insurance and shall provide upon request to Buyer, certificates of such insurance policies. Seller agrees to provide a thirty (30) days advance notice of any material change or cancellation of any insurance policies.

**Article 21 - INDEMNIFICATION**

21.1 Seller shall indemnify, defend and hold Buyer harmless against third party claims (including without limitation, the Parties' employees) for personal injury, death or loss or damage to property caused by and to the extent of Seller's negligence in the performance of its obligations hereunder, provided (i) Seller is entitled to exclusively control the defense against the claim; (ii) Seller is immediately notified of such claim and (iii) Buyer provides reasonable assistance in the defense of the claim and does not enter into any settlement or make any concession without the Seller's prior written approval.

21.2 This Article states the Parties' entire liability and sole remedy with respect to infringement or claims thereof.

**Article 22 - LIMITATION OF LIABILITY**

22.1 NOTWITHSTANDING ANY PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR: LOSS OF BUSINESS, PROFITS, REVENUES OR ANTICIPATED SAVINGS; LOSS OR DEPLETION OF GOODWILL; LOSS OF ORDERS, PRODUCTION OR USE; LOSS OR CORRUPTION (OR RECONSTRUCTION) OF DATA OR INFORMATION OR RECONSTRUCTION OF DATA OR INFORMATION; ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES; OR ANY INCIDENTAL OR PUNITIVE DAMAGES.

22.2 NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF SELLER FOR DIRECT DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE BUYER TO SELLER FOR THE WORK GIVING RISE TO A CLAIM.

22.3 TO THE EXTENT PERMITTED BY LAW, THE PROVISIONS OF THIS ARTICLE SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE.

**Article 23 - ASSIGNMENT**

23.1 This Agreement shall extend to and be binding upon the parties hereto, their successors, and assigns, provided, however, that neither Party shall assign or transfer this Agreement or any Purchase Order hereunder without the other party's express prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, Seller shall have the right to assign this Agreement or any Purchase Order hereunder to any of its parent, affiliates without prior written consent of Buyer and Buyer shall have the right to transfer the licensed Software in accordance with the applicable License.

23.2 Seller shall have the right at any time without prior consent of Buyer to subcontract all or part of its obligations under a Purchase Order. Such subcontract shall not relieve Seller from its obligations under this Agreement and relevant Purchase Order.

**Article 24 - LAWS AND DISPUTE RESOLUTION**

All matters arising out of or relating to the execution, construction, interpretation or breach thereof, are to be governed by the laws of Massachusetts, excluding such jurisdiction's rules regarding conflicts of laws and the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Seller agrees to bring any action claims or legal proceedings in any way pertaining to this Purchase Order, or the execution, construction, interpretation or breach thereof in the courts of the jurisdiction specified above and in no other court or tribunal whatsoever.

**Article 25 - SOLE AGREEMENT**

25.1 This Agreement, including any Purchase Order entered into pursuant hereto, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous

representations, proposals, discussions, and communications, whether oral or in writing with respect to this subject matter. This Agreement may be modified only by means of a duly executed written amendment signed by the authorized representatives of both Parties. Neither the terms of any invoice or other instrument documenting a payment or transaction that is issued by Buyer in connection this Agreement, nor any other act, document, pre-printed form or statement, usage, custom, or course of dealing shall modify the terms of this Agreement. In the event of any conflict between the terms of this Agreement and any Purchase Order, the provisions of this Agreement shall govern unless expressly agreed upon by the Parties under the Purchase Order and modifications made by the Purchase Order to this Agreement are required to comply with local applicable laws.

**Article 26 - MISCELLANEOUS**

- 26.1 **Waiver.** Failure by either Party to insist upon strict performance of any of the terms and conditions hereof or failure or delay exercising any rights or remedies provided herein or by law or to properly notify the other in the event of breach shall not be construed as a waiver of any provision of this Agreement or Purchase Order. No waiver by a party of a right or default under this Order shall be effective unless in writing.
- 26.2 **Severability.** If any provision or portion of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of this Agreement shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect.
- 26.3 **Amendments.** Any amendment to the terms of this Agreement shall only be effective if made in writing and signed by Buyer and Seller. Once an Agreement amendment is made, it shall be deemed incorporated as of its effective date for all future Purchase Orders, unless expressly stated to the contrary in the Agreement amendment. Such amendment shall also apply to ongoing Purchase Orders except no such amendment shall impact the pricing, pay, title, delivery, or freight terms of ongoing Purchase Orders unless expressly stated to the contrary in the Agreement amendment.
- 26.4 **Notice.** All notices hereunder shall be deemed given if delivered in writing personally, by courier, sent via US mail, electronic transmission, telephone facsimile, telex, or telegram to Buyer or to Seller at the address(es) set forth in the Purchase Order(s). Electronic transmission must be acknowledged by a process requiring human action. Any notice given by US mail shall be deemed given at the time such notice is deposited with the US mail service.
- 26.5 **Survivorship.** The provisions of this Agreement that by their nature survive final acceptance under a Purchase Order, expiration, cancellation or termination of any Purchase Order or Agreement and shall remain in full force and effect after such acceptance and payment for the period specified herein, or if not specified then for the maximum time allowed by law. These Articles are (Definitions, Price, Taxes, Warranties, Intellectual Property Ownership, Seller Software License “if any”, Confidentiality, Compliance, Force Majeure, Indemnification, Limitation of Liability and Laws and Dispute Resolution)
- 26.6 **Headings.** The headings in this Agreement are for ease of reference only and shall not be used to construe or interpret the provisions of the Agreement.

**ACTION  
ITEM**

**4A**



**Date:** October 21, 2020

*ADD*

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

**Committee:**

**Executive Contact:** Christiana Daisy, Executive Manager of Engineering/AGM

**Subject:** Adoption of Resolution No. 2020-10-2 for IEUA Support of the 2020 Update of the Chino Basin Optimum Basin Management Program

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**Executive Summary:**

The 2000 Optimum Basin Management Program (OBMP) was developed to establish a basin management program that enhances safe yield and water quality of the Chino Basin, enabling all groundwater users to produce water from the basin in a sustainable and cost-effective manner. The successful implementation of the OBMP over the past 19 years has led to the development and expansion of the groundwater recharge program, recycled water program, and achievement of hydraulic control by managing discharge from the Chino Basin to the Santa Ana River.

As the guiding document for basin management, the 2020 update of the OBMP is necessary for continued basin management and groundwater storage and recovery programs. The Chino Basin Watermaster (CBWM) had completed the 2020 OBMP; however, some revisions have been requested by stakeholders. CBWM, IEUA, and the stakeholders have worked diligently to address the concerns. The timely adoption of the 2020 OBMP will facilitate the various regional water resources planning initiatives such as conjunctive use programs, recycled water programs, and the Chino Basin Water Bank. The 2020 OBMP is scheduled for CBWM Board consideration on October 22, 2020 with the associated Programmatic Environmental Impact Report to be completed by 2021.

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**Staff's Recommendation:**

Adopt Resolution No. 2020-10-2 supporting the 2020 Update of the Chino Basin Optimum Basin Management Program.

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**Budget Impact** *Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval: \$ 0*

*Account/Project Name:*

Not Applicable.

*Fiscal Impact (explain if not budgeted):*

No impact.

**Prior Board Action:**

On June 19, 2019, the IEUA Board approved Resolution No. 2019-6-12 for IEUA support of the 2020 Update of the Chino Basin Optimum Basin Management Program

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**Environmental Determination:**

Statutory Exemption

CEQA exempts a variety of projects from compliance with the statute. This project qualifies for a Statutory Exemption as defined in Section 15262 of the State CEQA Guidelines. When the project is implemented, it will be subject to future environmental evaluation.

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**Business Goal:**

The update of the Chino Basin Optimum Basin Management Program supports IEUA's business goal of Water Reliability, of implementing an integrated water resources management plan providing a reliable and cost-effective water supply and promoting sustainable water use throughout the region.

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**Attachments:**

Resolution No. 2020-10-2 for IEUA Support of the 2020 Update of the Chino Basin Optimum Basin Management Program.

## **RESOLUTION NO. 2020-10-2**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY, CALIFORNIA, SUPPORTING THE 2020 UPDATE OF THE CHINO BASIN OPTIMUM BASIN MANAGEMENT PROGRAM**

**WHEREAS**, the Inland Empire Utilities Agency was created in 1950 with the objective to provide clean, safe and reliable water to the Community it serves in western San Bernardino County;

**WHEREAS**, the Community that the Inland Empire Utilities Agency serves depends on Clean, Safe and Reliable water to sustain economic development and growth, foster a healthy community and preserve the environment for future generations;

**WHEREAS**, the Community that the Inland Empire Utilities Agency serves' their water portfolio relies on a combination of surface, groundwater and recycled water to satisfy the demands of the region;

**WHEREAS**, a reliable water supply is a necessary element for economic development, growth, and prosperity, and according to state laws must be verified before new development is approved; and

**WHEREAS**, a safe water supply ensures the daily wellbeing and health of the community the Inland Empire Utilities Agency serves, by providing water that is safe to drink, cook, bathe in, and use for all other human necessities;

**WHEREAS**, a clean water supply helps preserve the environmental health of our Community, by ensuring there are adequate resources to meet environmental needs such as habitat for fish and birds;

**WHEREAS**, the IEUA and Chino Basin parties' past investments in local water supply development in recycled water, groundwater recharge, and hydraulic control have had a profound impact in protecting and ensuring the community's current and future access to water supplies;

**WHEREAS**, there is value to further enhance the reliability and resiliency of the Community to weather future events (such as drought/emergency storage loss) by understanding and maximizing the use and flexibility of storage within the Chino Basin;

**WHEREAS**, maintaining a resilient water supply portfolio in the Chino Basin is directly dependent on maintaining groundwater reserves and identifying ways to store supplemental water—surface, imported, external recycled water—when it is available;

**WHEREAS**, groundwater is an essential part of such portfolio since it is local and less dependent of temporal and seasonal variations;

**WHEREAS**, the Chino Groundwater Basin is a vital resource for achieving the Inland Empire Utilities Agency's mission of providing clean, safe and reliable water;

**WHEREAS**, the Parties to the Chino Basin Judgement have collaborated on the development and implementation of the Optimum Basin Management Program ("OBMP") for the past 20 years;

**WHEREAS**, the OBMP has enabled the region to manage the Chino Groundwater Basin to guarantee a reliable water supply for the buoyant economy of the area;

**WHEREAS**, the Chino Basin region has experienced rapid economic and population growth;

**WHEREAS**, the scientific understanding of the Chino Basin has improved significantly;

**WHEREAS**, the imported water supplies to the region have become more scarce over time for a number of reasons;

**WHEREAS**, the OBMP is a planning document that has guided the management of the Chino Basin through the challenges facing the region for the past 20 years, with the goals of [1] enhance Basin water supplies; [2] protect and enhance water quality; [3] enhance management of the Basin; and [4] equitably finance the OBMP; and has been implemented over the same time to enhance the reliability of groundwater resources;

**WHEREAS**, the region now faces new challenges and, while the goals of the OBMP remain the same, there is a need to reconsider the implementation activities;

**WHEREAS**, the region has experienced unprecedented economic growth, the surface water supplies are becoming less reliable, seasonal variability is becoming more extreme, and there are new emerging constituents that degrade groundwater quality;

**WHEREAS**, the Chino Basin Watermaster conducted a process to gather stakeholder input that was comprised of eight Listening Session, multiple Storage Management Workshops, multiple rounds and responses to the written materials produced throughout the process;

**WHEREAS**, the 2015 IEUA Integrated Water Resources Plan (IRP) identified conceptual regional projects to help achieve the OBMP objectives;

**WHEREAS**, the completion of new Storage and Recovery Applications are contingent upon the timely adoption of the Optimum Basin Management Program Update;

**WHEREAS**, the 2020 Optimum Basin Management Program will be the planning document that the parties will rely on to develop an Implementation Plan.

**WHEREAS**, the 2020 OBMP Implementation Plan will be the document where all stakeholders that rely on the Chino Basin to meet their needs will collaborate to solve the challenges aforementioned;

**WHEREAS**, the Board of Directors of the Inland Empire Utilities Agency passed Resolution No. 2019-6-12 in support of the development and timely completion of the 2020 OBMP;

**NOW, THEREFORE, LET BE IT RESOLVED**, that the Board of Directors of the Inland Empire Utilities Agency fully support the Chino Basin Watermaster Board's adoption of the 2020 Optimum Basin Management Program.

**LET IT BE FURTHER RESOLVED**, that the Board of Directors of The Inland Empire Utilities Agency considers the timely adoption of the 2020 Optimum Basin Management Program critical to the future development of the region and encourages its member agencies to timely develop an Implementation Plan that will allow the parties to meet the challenges facing the region.

**ADOPTED** this 21<sup>st</sup> day of October 2020.

---

Kati Parker  
President of the Inland Empire  
Utilities Agency\* and of the  
Board of Directors thereof

ATTEST:

---

Steven J. Elie  
Secretary/Treasurer of the Inland Empire  
Utilities Agency\* and of the  
Board of Directors thereof

\* A Municipal Water District

STATE OF CALIFORNIA    )  
COUNTY OF                ) SS  
SAN BERNARDINO         )

I, Steven J. Elie, Secretary/Treasurer of the Inland Empire Utilities Agency\*, DO  
HEREBY CERTIFY that the foregoing Resolution being No. 2020-10-2, was adopted at a  
regular Board Meeting on October 21, 2020, of said Agency\* by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Steven J. Elie  
Secretary/Treasurer of the Inland Empire  
Utilities Agency\* and of the  
Board of Directors thereof

(SEAL)

\* A Municipal Water District

**ACTION  
ITEM**

**4B**



**Date:** October 21, 2020

*SAD*

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

**Committee:**

**Executive Contact:** Shivaji Deshmukh, General Manager

**Subject:** Adoption of Resolution No. 2020-10-1, Amending the 2018 - 2021 MOUs for All Groups

---

**Executive Summary:**

Eligible employees have the option of cashing out up to seventy percent (70%) of their annual accrued vacation hours once a year. The Agency does not offer an internet stipend to employees.

Due to the continued challenges facing employees from the coronavirus pandemic, the Agency has re-engaged with the bargaining units to provide members with additional measures of relief and enhanced benefits to aid and support employees during the present situation. The Agency and all Units have reached an agreement to amend the 2018 - 2021 MOUs to provide two additional benefits. These benefits will be extended to the Unrepresented and Executive employee groups as well. They are as follows:

1. Provide employees with a second special one-time option of cashing out up to 70% of their vacation leave balance.
2. Provide an internet stipend in the amount of twenty dollars (\$20) per month to employees who have been directed to work remotely.

---

**Staff's Recommendation:**

Adopt Resolution No. 2020-10-1, Amending the 2018 - 2021 MOUs for all groups

---

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

*Account/Project Name:*

*Fiscal Impact (explain if not budgeted):*

Funding is appropriated in the FY 2020/21 Budget.

**Prior Board Action:**

On May 6, 2020, the Board of Directors adopted Resolution No. 2020-5-5, approving the amendment of the 2018 - 2021 MOUs for All Groups.

---

**Environmental Determination:**

Not Applicable

---

**Business Goal:**

Workplace Environment: IEUA is committed to providing a dynamic work environment with a highly skilled and dedicated workforce.

---

**Attachments:**

Resolution No. 2020-10-1 Amending the 2018 - 2021 MOUs for All Groups and related Exhibits.

---

**RESOLUTION NO. 2020-10-1**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY, CALIFORNIA, APPROVING AN AMENDMENT TO THE 2018 - 2021 MEMORANDUM OF UNDERSTANDING FOR THE GENERAL UNIT, LABORATORY UNIT, OPERATORS' ASSOCIATION, PROFESSIONAL UNIT, AND SUPERVISORS' UNIT EMPLOYEES, BY ADOPTING A SIDE LETTER OF AGREEMENT**

**WHEREAS**, the Board of Directors of the Inland Empire Utilities Agency\* approved a Memorandum of Understanding for the General Unit, Laboratory Unit, Professional Unit, and Supervisors' Unit Employees on August 1, 2018 and the Operators' Association Employees on August 15, 2018, and

**WHEREAS**, the representatives of the Agency have met and conferred with duly authorized representatives of the General Unit, Laboratory Unit, Operators' Association, Professional Unit, and Supervisors' Unit regarding the proposed amendment to the MOU and reached consensus via a side letter of agreement, and

**WHEREAS**, this Agreement would provide for the following change: provide unit members the benefit of a second one-time special vacation cash out option due to coronavirus circumstances and an internet stipend to employees who have been directed to work remotely in the amount of twenty dollars per month.

**WHEREAS**, the Agency also adopts the same resolution for the Unrepresented and Executive Management Personnel Manuals.

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

Section 1. The Side Letter of Agreement between the Inland Empire Utilities Agency and the General Unit, Laboratory Unit, Operators' Association, Professional Unit, and Supervisors' Unit Employees is hereby adopted and set forth in Exhibit "1" of this resolution.

Section 2. That this Board of Directors does hereby order that the General Unit, Laboratory Unit, Operators' Association, Professional Unit, and Supervisors' Unit Side Letter of Agreement be included herein as part of the Units Memorandum of Understanding.

**ADOPTED** the 21<sup>st</sup> day of October 2020.

---

**Katherine Parker**  
President of the Inland Empire  
Utilities Agency\* and of the  
Board of Directors thereof

ATTEST:

---

**Steven J. Elie**  
Secretary/Treasurer of the Inland Empire  
Utilities Agency\* and of the  
Board of Directors thereof

\*A Municipal Water District

STATE OF CALIFORNIA )  
COUNTY OF ) SS  
SAN BERNARDINO )

I, **Steven J. Elie**, Secretary/Treasurer of the Inland Empire Utilities Agency\*, DO  
HEREBY CERTIFY that the foregoing Resolution being No. 2020-10-1, was adopted at a regular  
Board Meeting on October 21, 2020, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

**Steven J. Elie**  
Secretary/Treasurer of the Inland Empire  
Utilities Agency\* and of the  
Board of Directors thereof

(SEAL)

\*A Municipal Water District

Side Letter of Agreement

Between

The Inland Empire Utilities Agency

And

The General Employees' Association, General Unit

The Inland Empire Utilities Agency (Agency) and The General Employees' Association, the General Unit (GU) have agreed to the following amendments to the Memorandum of Understanding (MOU) which is in effect for the period of July 1, 2018 through June 30, 2021.

Section 13.06 (Vacation Leave) is hereby amended as follows to include:

- O. Second COVID-19 Vacation Leave Cash Out. A one-time, pandemic-related, vacation leave cash out shall be offered by the Agency during the final week of October 2020. All employees who accrue vacation hours shall be eligible to cash out accrued vacation hours. An employee may cash out, up to seventy (70) percent of their accrued vacation leave balance, as of October 17, 2020. Vacation cash out election forms shall be due to payroll no later than November 14, 2020. Vacation cash out payments shall be included on the regular payroll paycheck of December 18, 2020.

New Article

- A. The Agency will provide an internet stipend to employees who have been directed to work remotely in the amount of twenty dollars (\$20) per month, retroactive to March 2020. Stipend will conclude when the Agency returns to a non-pandemic work schedule and/or at the discretion of the General Manager. The stipend shall be provided to all employees regardless of the number of days the employee has been directed to work remotely. Employees who have been issued a jetpack by the Agency for remote work use, shall be excluded from the stipend.

The effective date of the is agreement shall be October 21, 2020.

The Parties hereto have caused this Side Letter of Agreement to be executed on the 21<sup>st</sup> day of October 2020.

BY:  \_\_\_\_\_

Thomas Swezey  
General Employees' Association President

DATE: 9-30-20

BY: \_\_\_\_\_

Shivaji Deshmukh P.E.  
IEUA General Manager

DATE: \_\_\_\_\_



Side Letter of Agreement  
Between  
The Inland Empire Utilities Agency  
And  
The Professional Unit

The Inland Empire Utilities Agency (Agency) and The Professional Unit (PU) have agreed to the following amendments to the Memorandum of Understanding (MOU) which is in effect for the period of July 1, 2018 through June 30, 2021.

Section 13.05 (Vacation Leave) is hereby amended as follows to include:

- P. Second COVID-19 Vacation Leave Cash Out. A one-time, pandemic-related, vacation leave cash out shall be offered by the Agency during the final week of October 2020. All employees who accrue vacation hours shall be eligible to cash out accrued vacation hours. An employee may cash out, up to seventy (70) percent of their accrued vacation leave balance, as of October 17, 2020. Vacation cash out election forms shall be due to payroll no later than November 14, 2020. Vacation cash out payments shall be included on the regular payroll paycheck of December 18, 2020.

New Article

- A. The Agency will provide an internet stipend to employees who have been directed to work remotely in the amount of twenty dollars (\$20) per month, retroactive to March 2020. Stipend will conclude when the Agency returns to a non-pandemic work schedule and/or at the discretion of the General Manager. The stipend shall be provided to all employees regardless of the number of days the employee has been directed to work remotely. Employees who have been issued a jetpack by the Agency for remote work use, shall be excluded from the stipend.

The effective date of the is agreement shall be October 21, 2020.

The Parties hereto have caused this Side Letter of Agreement to be executed on the 21<sup>st</sup> day of October 2020.

BY: Glenn Edwards 1173

DATE: 9/30/2020

Glenn Edwards  
The Professional Unit Acting President/Vice President

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Shivaji Deshmukh P.E.  
IEUA General Manager

Side Letter of Agreement

Between

The Inland Empire Utilities Agency

And

The Laboratory Unit

The Inland Empire Utilities Agency (Agency) and The Laboratory Unit (LU) have agreed to the following amendments to the Memorandum of Understanding (MOU) which is in effect for the period of July 1, 2018 through June 30, 2021.

Section 12.04 (Vacation Leave) is hereby amended as follows to include:

- L. Second COVID-19 Vacation Leave Cash Out. A one-time, pandemic-related, vacation leave cash out shall be offered by the Agency during the final week of October 2020. All employees who accrue vacation hours shall be eligible to cash out accrued vacation hours. An employee may cash out, up to seventy (70) percent of their accrued vacation leave balance, as of October 17, 2020. Vacation cash out election forms shall be due to payroll no later than November 14, 2020. Vacation cash out payments shall be included on the regular payroll paycheck of December 18, 2020.

New Article

- A. The Agency will provide an internet stipend to employees who have been directed to work remotely in the amount of twenty dollars (\$20) per month, retroactive to March 2020. Stipend will conclude when the Agency returns to a non-pandemic work schedule and/or at the discretion of the General Manager. The stipend shall be provided to all employees regardless of the number of days the employee has been directed to work remotely. Employees who have been issued a jetpack by the Agency for remote work use, shall be excluded from the stipend.

The effective date of the is agreement shall be October 21, 2020.

The Parties hereto have caused this Side Letter of Agreement to be executed on the 21<sup>st</sup> day of October 2020.

BY: 

DATE: 9/30/2020

Krystle Suetani  
The Laboratory Unit President

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Shivaji Deshmukh P.E.  
IEUA General Manager

Side Letter of Agreement  
Between  
The Inland Empire Utilities Agency  
And  
The Supervisors' Unit

The Inland Empire Utilities Agency (Agency) and The Supervisors' Unit (SU) have agreed to the following amendments to the Memorandum of Understanding (MOU) which is in effect for the period of July 1, 2018 through June 30, 2021.

Section 13.05 (Vacation Leave) is hereby amended as follows to include:

- P. Second COVID-19 Vacation Leave Cash Out. A one-time, pandemic-related, vacation leave cash out shall be offered by the Agency during the final week of October 2020. All employees who accrue vacation hours shall be eligible to cash out accrued vacation hours. An employee may cash out, up to seventy (70) percent of their accrued vacation leave balance, as of October 17, 2020. Vacation cash out election forms shall be due to payroll no later than November 14, 2020. Vacation cash out payments shall be included on the regular payroll paycheck of December 18, 2020.

New Article

- A. The Agency will provide an internet stipend to employees who have been directed to work remotely in the amount of twenty dollars (\$20) per month, retroactive to March 2020. Stipend will conclude when the Agency returns to a non-pandemic work schedule and/or at the discretion of the General Manager. The stipend shall be provided to all employees regardless of the number of days the employee has been directed to work remotely. Employees who have been issued a jetpack by the Agency for remote work use, shall be excluded from the stipend.

The effective date of the is agreement shall be October 21, 2020.

The Parties hereto have caused this Side Letter of Agreement to be executed on the 21<sup>st</sup> day of October 2020.

BY:           Daniel Dyer          

Daniel Dyer  
The Supervisors' Unit President

DATE:           10/1/2020          

BY: \_\_\_\_\_

Shivaji Deshmukh P.E.  
IEUA General Manager

DATE: \_\_\_\_\_

**INFORMATION  
ITEM**

**5A**

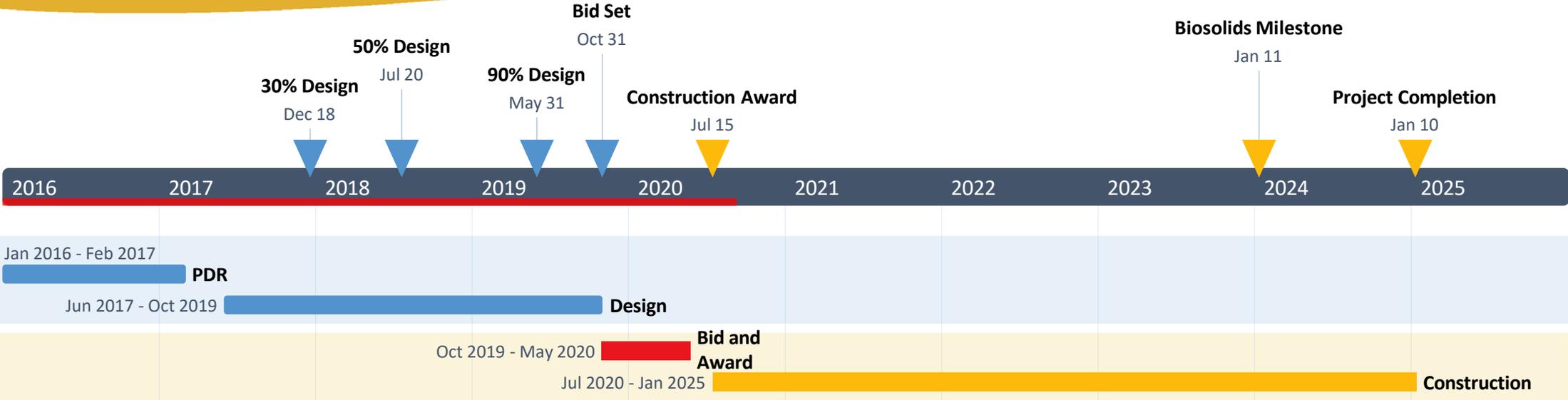
# RP-5 Expansion

## Project Update: October 2020

Project Nos. EN19001 and EN19006



# RP5: Project Schedule Overview



**Data date: 9/30/2020**  
**Days expended: 77**  
**Total Contact Days:1640**  
**Percent Time Expended: 4.7%**

# RP-5:Project Status

Role	Firm	Contract	Payments	% Complete
Contractor	WM Lyles	\$ 329,982,900	\$ -	0%
Designer	Parsons	\$ 31,685,239	\$ 22,193,325	70%
Construction Management	Arcadis	\$ 21,125,523	\$ 1,618,331	8%

	Award	Duration	Completion	% Complete
Construction Schedule	7/15/2020	1640	1/10/2025	4.7%

Data as of 9/30/2020

# RP-5: Major Activities

- **W.M. Lyles:**
  - Preliminary Baseline Schedule
  - Preliminary Schedule of Values
  - Submittals
  - Subcontracts
  - Procurement contracts
  - Fence Site Screening
  - Preconstruction Video
  - Laydown area preparation



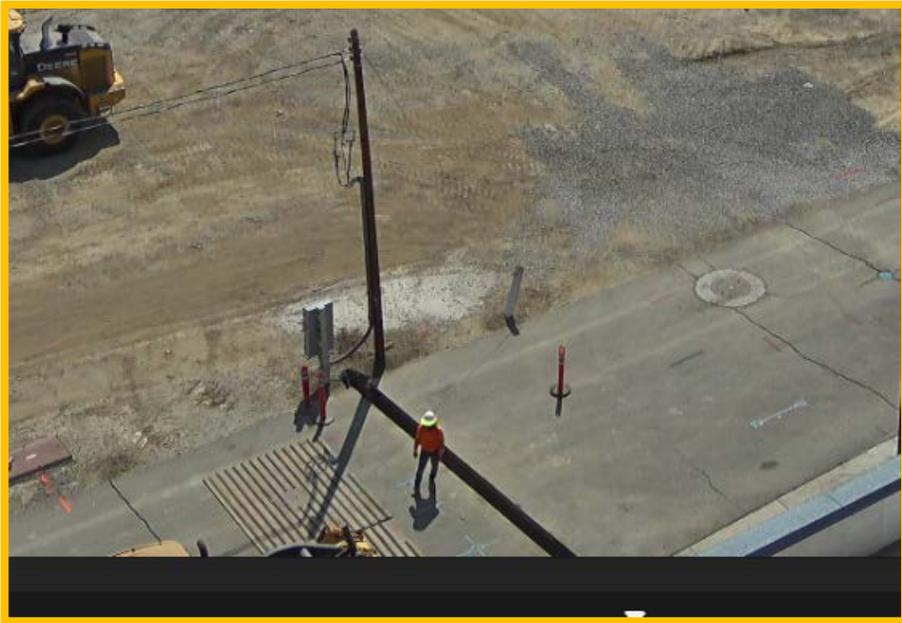
**Trailer Complex Mobilization**

- **Construction Start: Approximately November**

# RP-5: Major Activities

- **Shutdown Plans**

- Secondary Clarifier 4A ( MBR Phase 1)
- Switchgear 2 ( Contractor trailer power)



# RP-5: Major Activities

- **Wildfire Smoke**

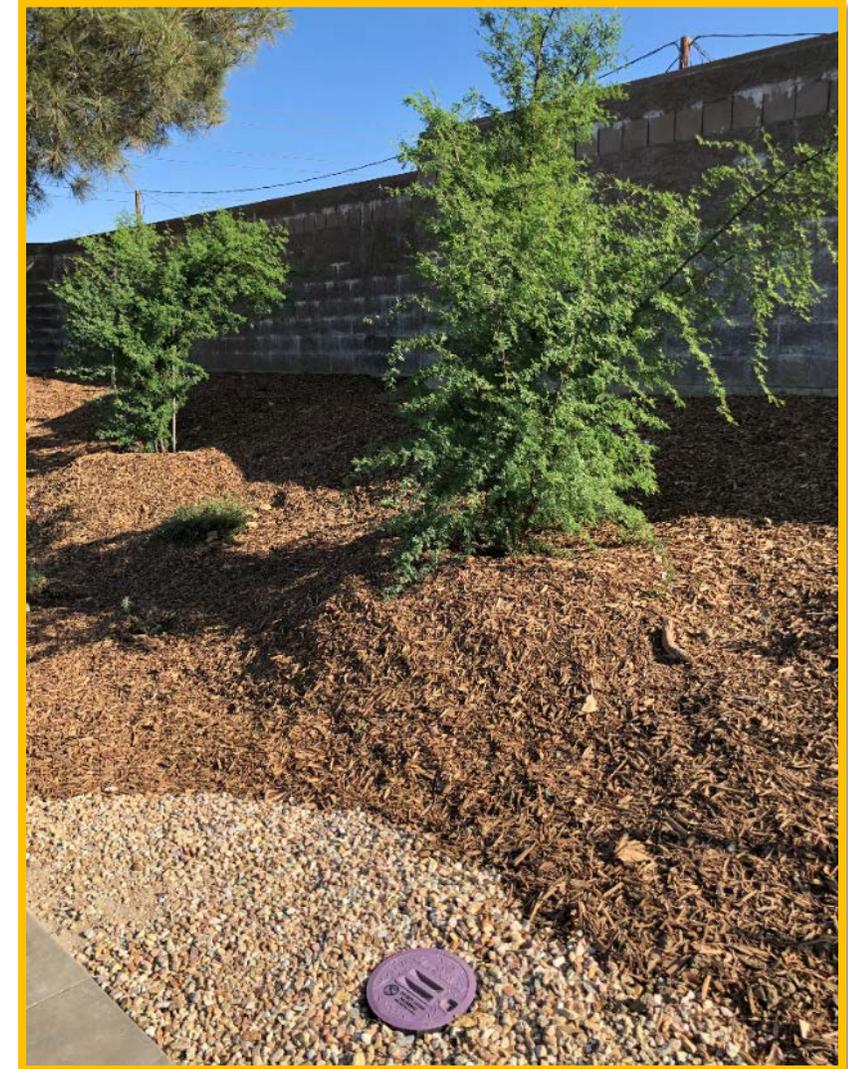


# RP-5: Trailer Complex



# RP-5: Kimball Ave Landscaping for RP-5 Expansion

- Landscaping to screen public view of RP-5 along Kimball Ave
- Completed end of September



INFORMATION  
ITEM

**5B**

# Operations Division Quarterly Update



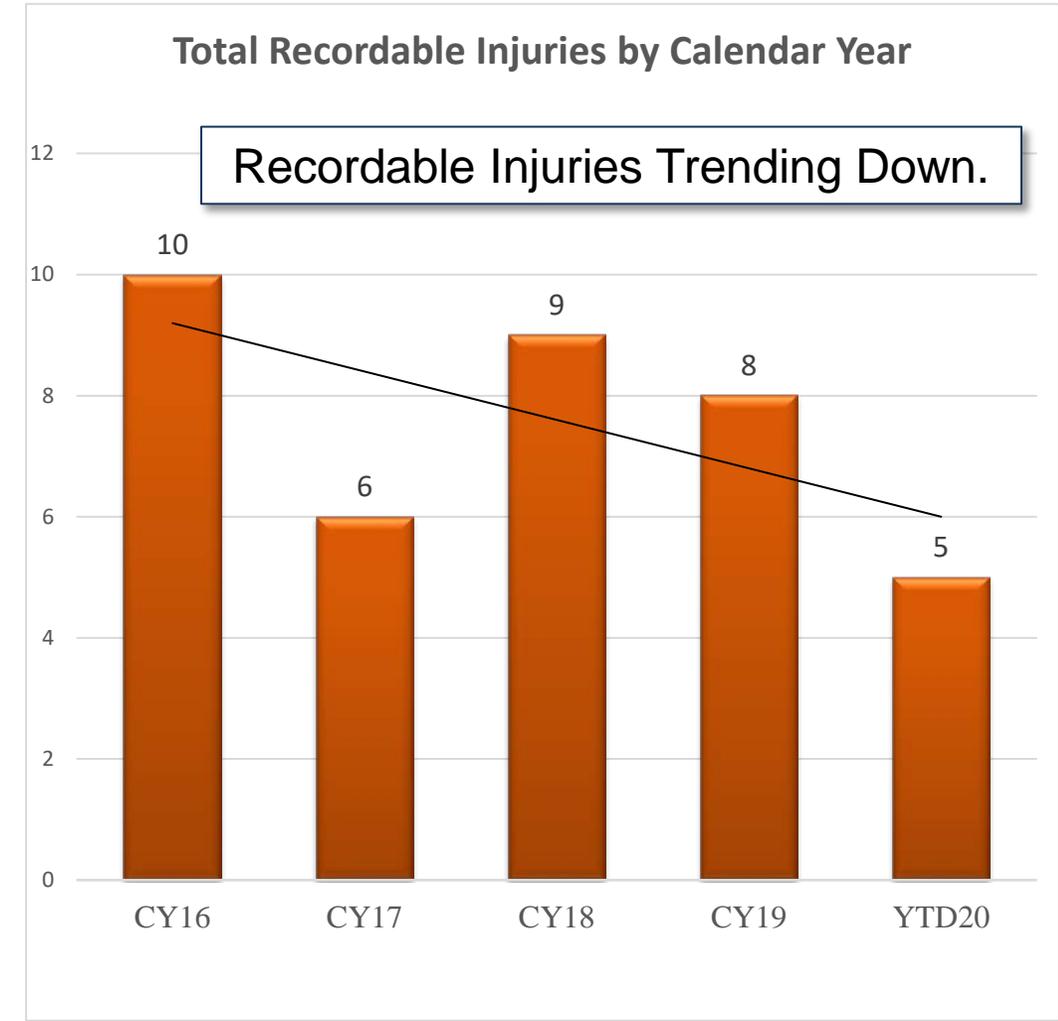
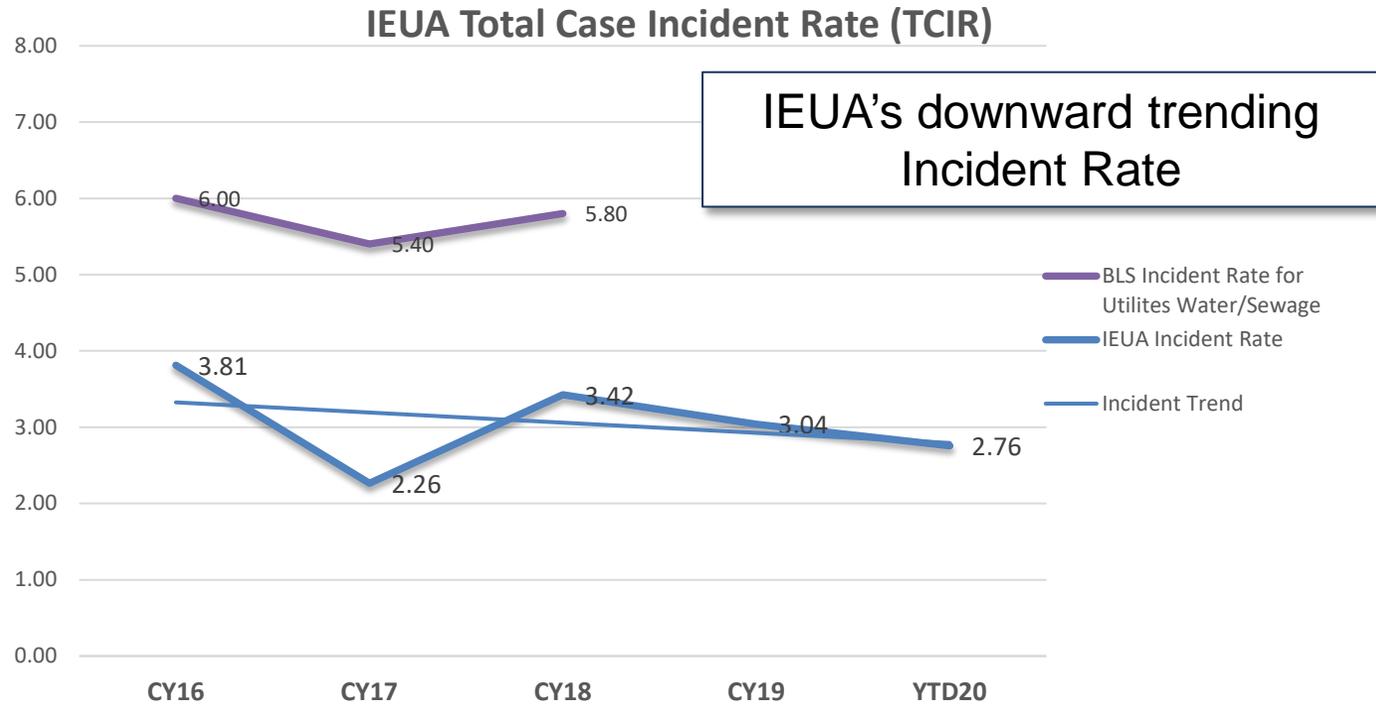
- Staff and community safety are priority
- IEUA operations continuing to run at full capacity
- Maximizing social distancing and minimizing cross contamination
  - >30% O&M staff working remotely
  - Still completing all essential work



**THANK YOU**  
IEUA EMPLOYEES!  
YOU ARE ESSENTIAL!



# IEUA Incident Rates vs Industry & Total Recordable Injuries



- Incident Rate= Recordable Incidents X 200,000 / Number of hours worked
- RECORDABLE INCIDENT RATE - Incident rates are a metric used to compare a company's safety performance against a national. This comparison is a safety benchmark to gauge performance with other companies in the same business group, so you can make an "apples to apples" comparison

## Information Security

**Identify**

Information Security Policy, Asset Inventory, and blocking of Malicious Domains

**Protect**

Improved Phishing Training, Password Filtering, Improved Antivirus

**Detect**

Zero Security Breaches, Improved Intrusion Detection and New Virus Detection

**Respond**

Quarterly Cybersecurity Incident Response exercise, Malware Outbreak

**Recover**

Offline Backup of Critical Systems and Semi-Annual Disaster Recovery Drill

# Integrated Systems Services

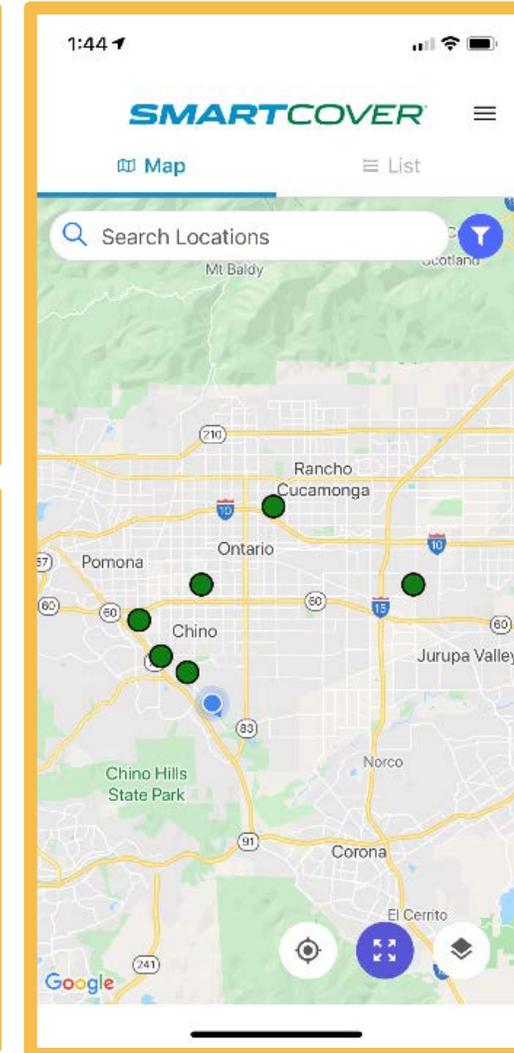
- Working From Home (last 90 days)
  - 373 TEAMS Users
  - 57,000 TEAMS Activities
    - 6,200 TEAMS Meetings
    - File sharing and chats
  - 1,300,000 emails sent or received
  - 47,000 Multifactor Authentications (to ensure secured login)
  - Multifactor Authentication Success Rate 92%
- Chino Preserve Lift Station Improvements
  - Automated cleaning cycle and schedule
  - Independent pump de-ragging
  - Cleaning and de-ragging controllable from RP-5 SCADA



# Collections: Operating using Technologies

- Smart Covers

- Provides real time information to help prevent sewer overflows
- Measures sewer level at critical points in collection system
- Identifies areas in need of cleaning and/or immediate response
- Uses cloud and cellular services
- Installations
  - 6 sensors installed
  - 8 more later this year

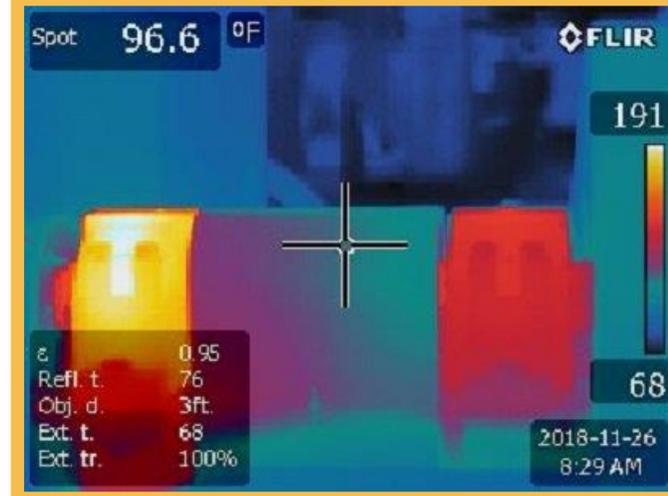


# Regional Compost Facility: Operating Using Technologies

- Smart Bearing Sensors
  - Trial of new technology at Compost Facility
  - Proactive monitoring of asset:
    - Condition-based maintenance
    - Alert staff on change in bearing condition



Smart Bearing Sensor

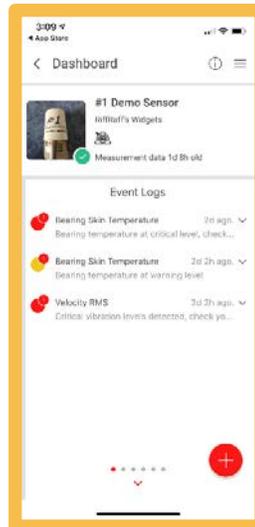
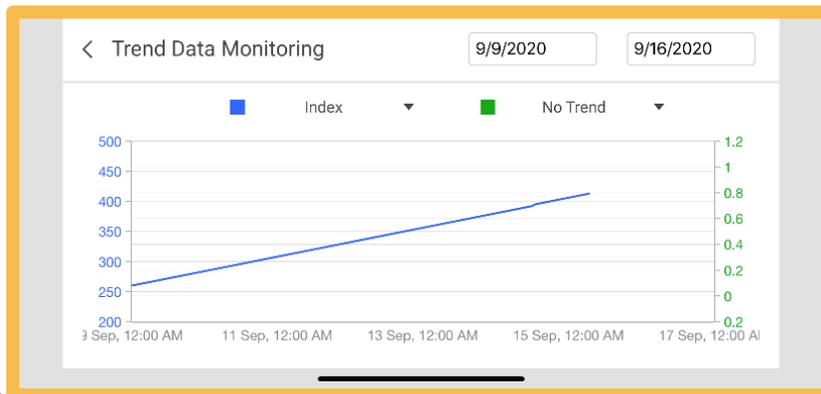


Normal photo vs. thermal image of over-heating bearing



Sensor Installed at IERCF

## Smart Phone App



**INFORMATION  
ITEM**

**5C**

# Engineering and Construction Management Project Updates



Jerry Burke, P.E.  
October 2020

# RP-4 Primary Clarifier and Process Improvements

Project Goal: Extend Asset Life and Improve Efficiencies



**Total Project Budget: \$18M**  
**Project Completion: November 2021**  
**Construction Percent Complete: 20%**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Carollo Engineering	\$1M	26%
Construction (Current)	W.M. Lyles	\$11M	1%

# Agency-Wide Chemical Containment Coating Rehabilitation

Project Goal: Extend Asset Life

**Total Project Budget: \$350K**

**Project Completion: September 2020**

**Construction Percent Complete: 100%**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Harper & Associates Eng.	34K	N/A
Construction	MC Painting	\$252K	3%



# Non-Reclaimable/Wastewater System Manhole Upgrades

Project Goal: Extend Asset Life



**Total Project Budget: \$810K**  
**Project Completion: August 2020**  
**Construction Percent Complete: 100%**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	In-house	\$0	0%
Construction (Current)	Ferreira Construction	\$558K	33%

# Damaged Glulam Repair

Project Goal: Maintain Safe Work Environment

**Total Project Budget: \$250K**

**Project Completion: September 2020**

**Construction Percent Complete: 100%**

Phase	Consultant/ Contractor	Current Contract	Amendments/ Change Orders
Design	Tetra Tech	\$25K	0%
Construction	Atom Engineering	\$176K	18%



**INFORMATION  
ITEM**

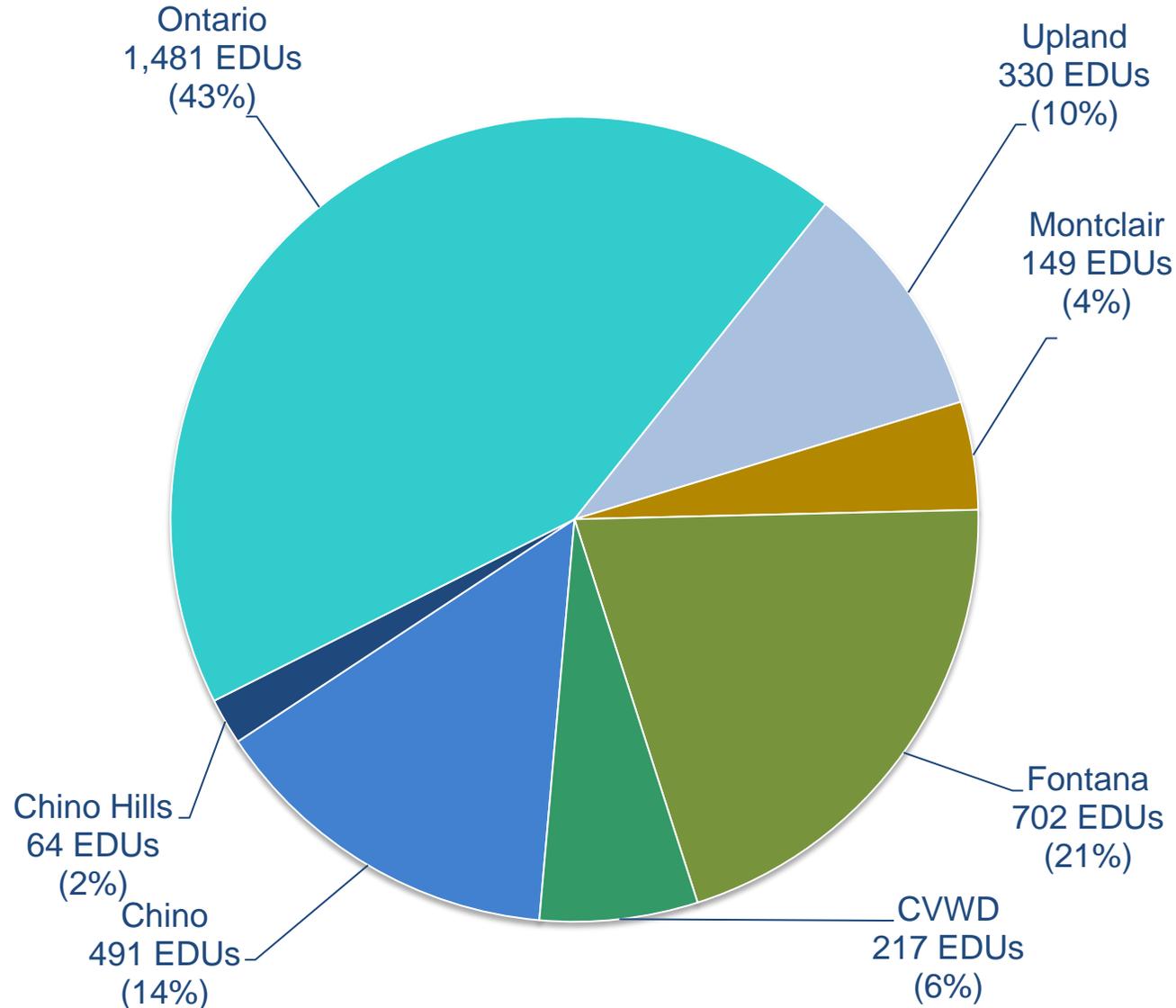
**5E**

# 1<sup>st</sup> Quarter Planning & Environmental Resources Updates



# FY19/20 Building Activity

3,434 EDUs Resulted in \$23.9M Funding

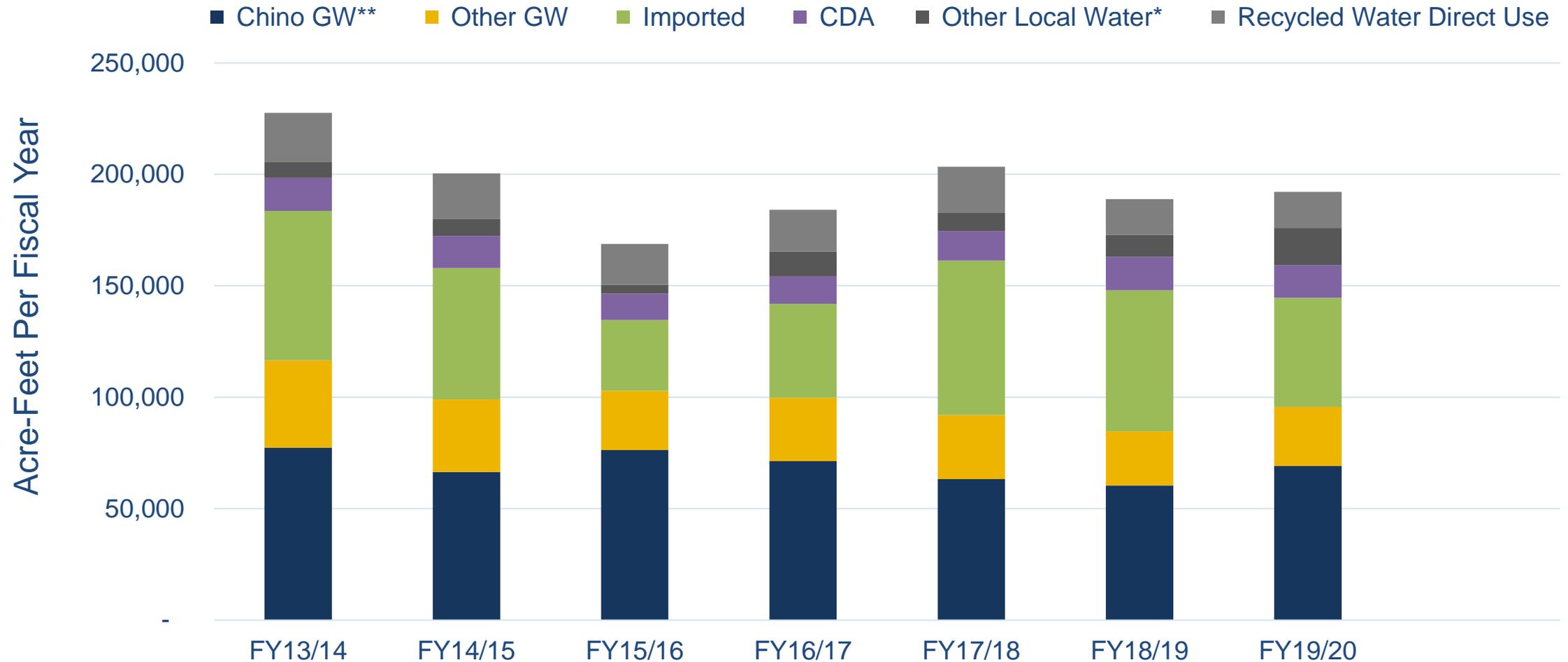


- EDU = Equivalent Dwelling Unit
- Partial EDU rounded to the nearest whole number

South Service Area  
2,036 EDUs  
(59%)

North Service Area  
1,398 EDUs  
(41%)

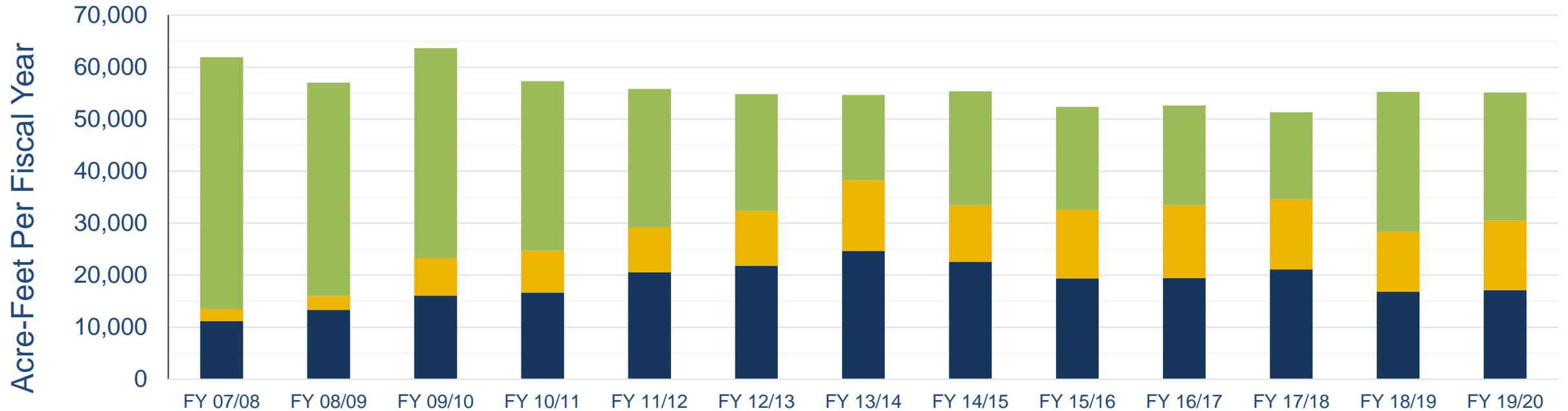
# Regional Water Use Trend By Source



\*Other Local Water includes purchases from local water companies such as SAWCo and WECWC;

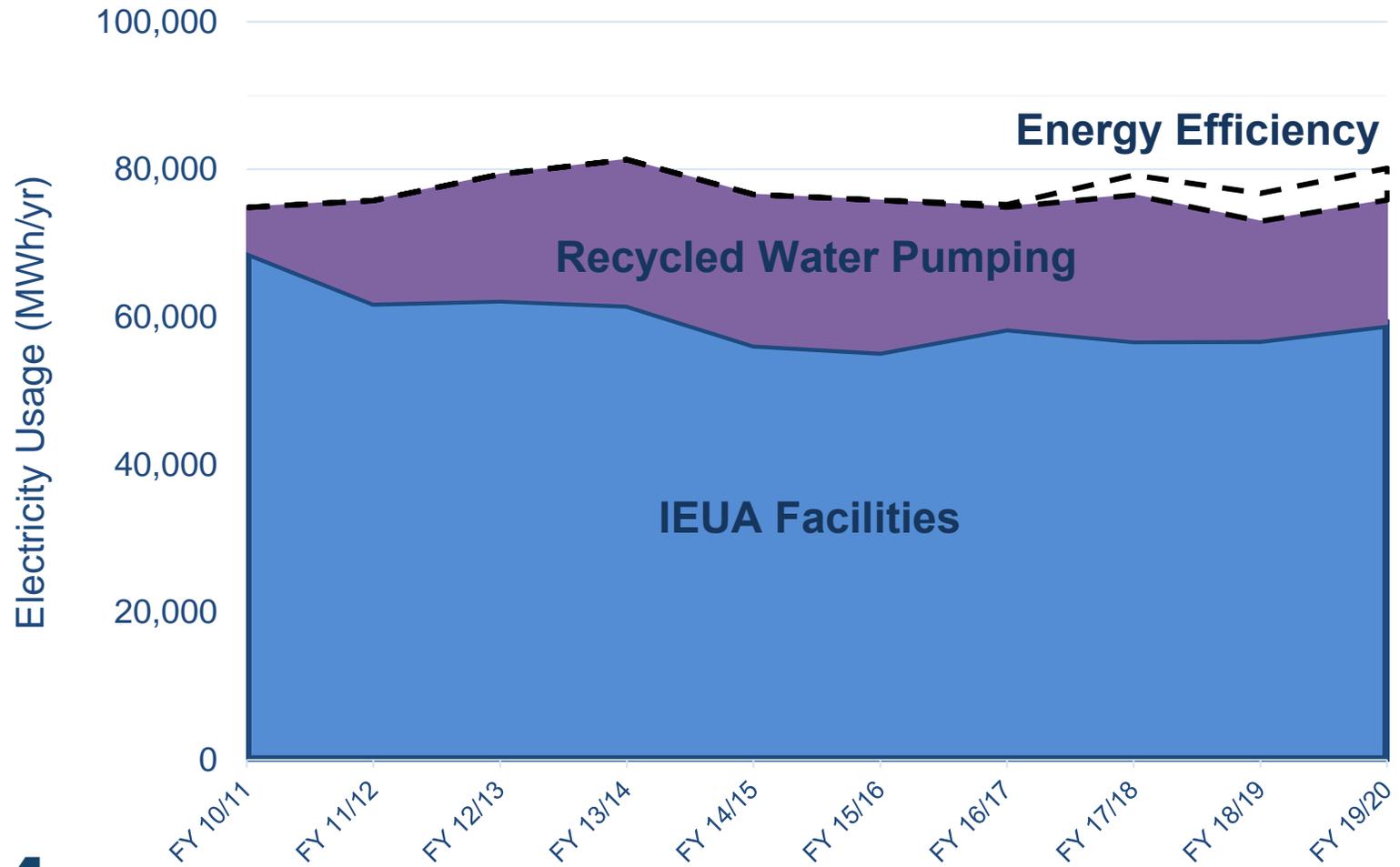
\*\*FY 19/20 includes 17,395 AF of voluntary Dry Year Yield extraction by Cucamonga Valley Water District

# Recycled Water Deliveries



	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	FY 17/18	FY 18/19	FY 19/20
<b>Direct</b>	11,153	13,361	16,057	16,656	20,556	21,840	24,659	22,850	19,397	19,477	21,132	16,803	17,115
<b>GWR</b>	2,340	2,684	7,208	8,028	8,634	10,479	13,593	10,840	13,222	13,934	13,510	11,542	13,381
<b>Effluent</b>	48,412	40,962	40,379	32,607	26,607	22,487	16,399	21,961	19,752	19,226	16,707	26,888	24,635
<b>Total</b>	61,905	57,007	63,644	57,291	55,797	54,806	54,651	55,651	52,371	52,637	51,349	55,233	55,131

# Electricity Usage

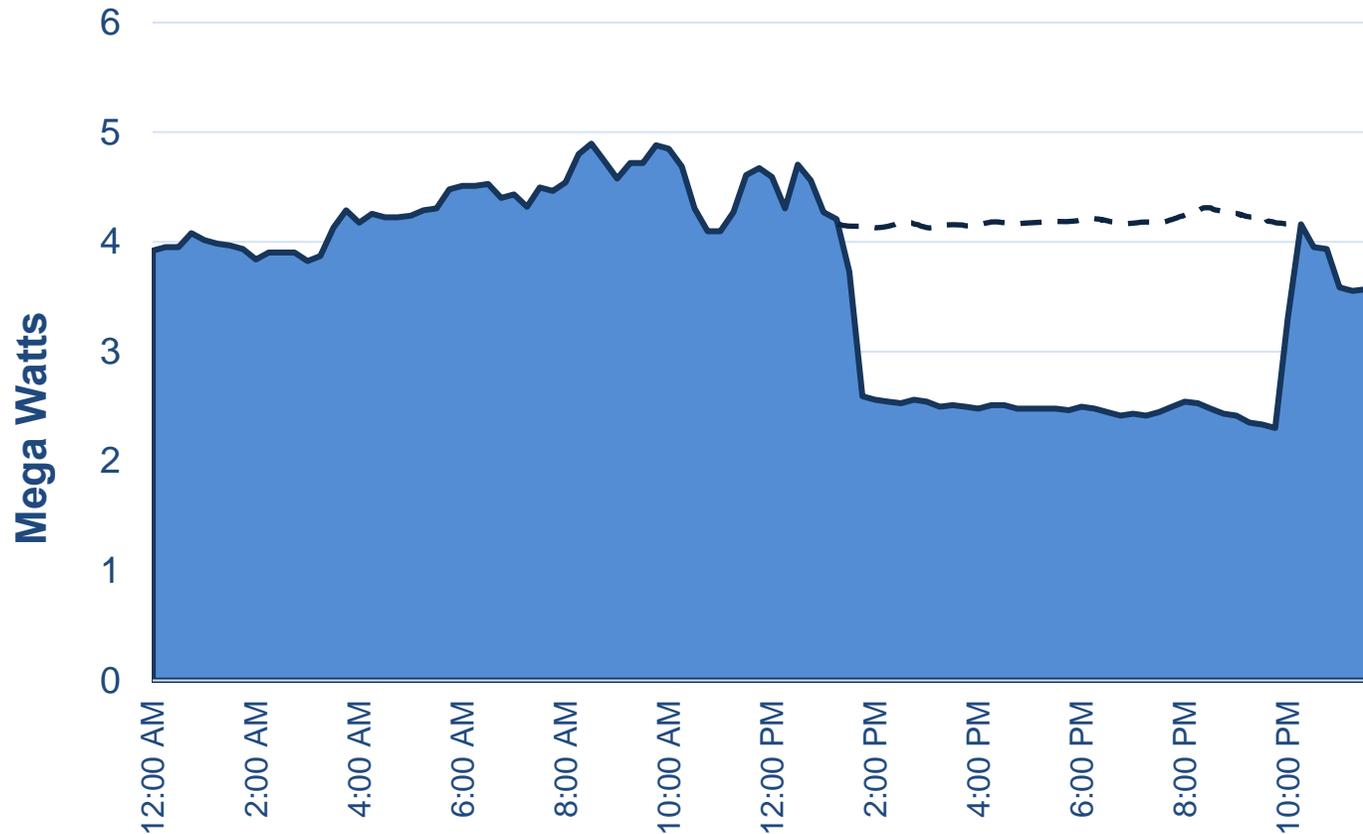


## FY 2019/20 Energy Statistics

- 75,703 MWh of electricity consumption
- 10% of electricity from renewable energy
- Annual Cost: \$7.6 M
- RP1 Energy efficiency project completed with projected annual savings of \$41,000

**Renewable Energy Projects**  
**2008 – 2020 savings: \$1,040,000**

## RP-1 Electricity Load Shifting



- **Extreme heat event Aug 17, 18, and 19**
- **Governor actions**
  - State of Emergency Proclamation
  - Executive Order N-74-20
- **Rotating power interruptions**
- **IEUA response**
  - Load shifting (2 Mega Watts)
  - Energy storage (1 Mega Watt)

INFORMATION  
ITEM

**5F**



**Date:** October 21, 2020

*ADD*

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

**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 August 31, 2020 is submitted in a format consistent with the State requirements.

For the month of August 2020, total cash, investments, and restricted deposits of \$519,587,209 reflects an increase of \$46,696 compared to the total of \$519,540,513 reported for July 2020. The increase was primarily due to an increase of restricted deposits for wastewater connection fees held by member agencies and interest earnings in restricted deposit accounts. The average days cash on hand for the month ended August 31, 2020 increased from 263 days to 268 days.

The unrestricted Agency investment portfolio yield in August 2020 was 1.516 percent, a decrease of 0.085 percent compared to the July 2020 yield of 1.601 percent. The slight decrease in yield is attributed to overall market conditions which decreased earning yields in investment accounts such as the Local Agency Investment Fund (LAIF) and California Asset Management Program (CAMP).

---

**Staff's Recommendation:**

The Treasurer's Report of Financial Affairs for the month ended August 31, 2020 is an information 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):

Interest earned on the Agency's investment portfolio increases the Agency's overall reserves.

**Prior Board Action:**

On September 16, 2020 the Board of Directors approved the Treasurer's Report of Financial Affairs for the month ended July 31, 2020.

---

**Environmental Determination:**

Not Applicable

---

**Business Goal:**

The Treasurer's Report of Financial Affairs 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 - Treasurer's Report of Financial Affairs

# Background

Subject: Treasurer’s Report of Financial Affairs

The Treasurer’s Report of Financial Affairs for the month ended August 31, 2020 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. 2020-4-3).

Agency total cash, investments, and restricted deposits for the month of August 2020 was \$519.6 million, an increase of \$0.1 million from the \$519.5 million reported for the month ended July 2020. The increase was primarily due to an increase of restricted deposits for wastewater connection fees held by member agencies and interest earnings in restricted deposit accounts. Included in restricted deposit accounts is \$232 million in capitalized interest and debt proceeds for the RP-5 Expansion Project.

During the month of August, U.S Treasury yields steadily climbed across the yield curve and the economy gained 1.4 million jobs. These improvements suggest economic recovery is still moving forward however the pace slowed during the summer months. PFM is actively working to ensure investments continue to be aligned with the pool’s goal of safety of principal and liquidity, and of redeeming shares as needed. PFM continues to proactively review investment valuations and rebalancing the portfolio as needed to ensure market changes do not adversely affect current investments.

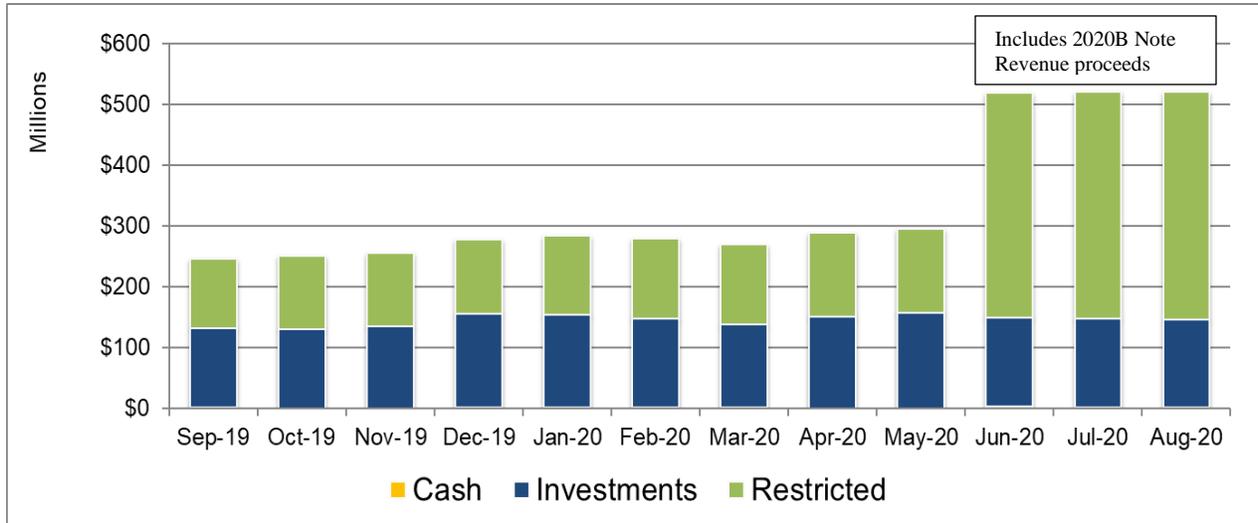
Table 1 represents the unrestricted Agency investment portfolio by authorized investment and duration, with a total portfolio amount of \$145.4 million. The Agency portfolio excludes cash and restricted deposits in the amount of \$374.2 million held by member agencies and with fiscal agents.

**Table 1: Agency Portfolio**

Authorized Investments	Allowable Threshold (\$ million or %)	Investment Value as of August 31, 2020 (\$ million)				Average Yield %	Portfolio% (Unrestricted)
		Under 1 Year	1-3 Years	Over 3 Years	Total		
LAIF*- Unrestricted	\$75	\$33.2	\$0	\$0	\$33.2	0.784%	22.8%
CAMP** – Unrestricted	n/a	10.6			10.6	0.300%	7.2%
Citizens Business Bank – Sweep	40%	6.9			6.9	0.350%	4.8%
<b>Sub-Total Agency Managed</b>		<b>\$50.7</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50.7</b>	<b>0.624%</b>	<b>34.8%</b>
Brokered Certificates of Deposit	30%	\$1.1	\$3.1	\$0	\$4.2	1.722%	2.9%
Medium Term Notes	30%	1.1	11.3	5.0	17.4	2.595%	12.0%
Municipal Bonds	30%			0.6	0.6	0.681%	0.4%
US Treasury Notes	n/a	1.1	21.9	15.9	38.9	2.415%	26.7%
US Gov’t Securities	n/a	0.9	16.8	15.9	33.6	1.252%	23.1%
<b>Sub-Total PFM Managed</b>		<b>\$4.2</b>	<b>\$53.1</b>	<b>\$37.4</b>	<b>\$94.7</b>	<b>1.993%</b>	<b>65.2%</b>
<b>Total</b>		<b>\$54.9</b>	<b>\$53.1</b>	<b>\$37.4</b>	<b>\$145.4</b>	<b>1.516%</b>	<b>100.0%</b>

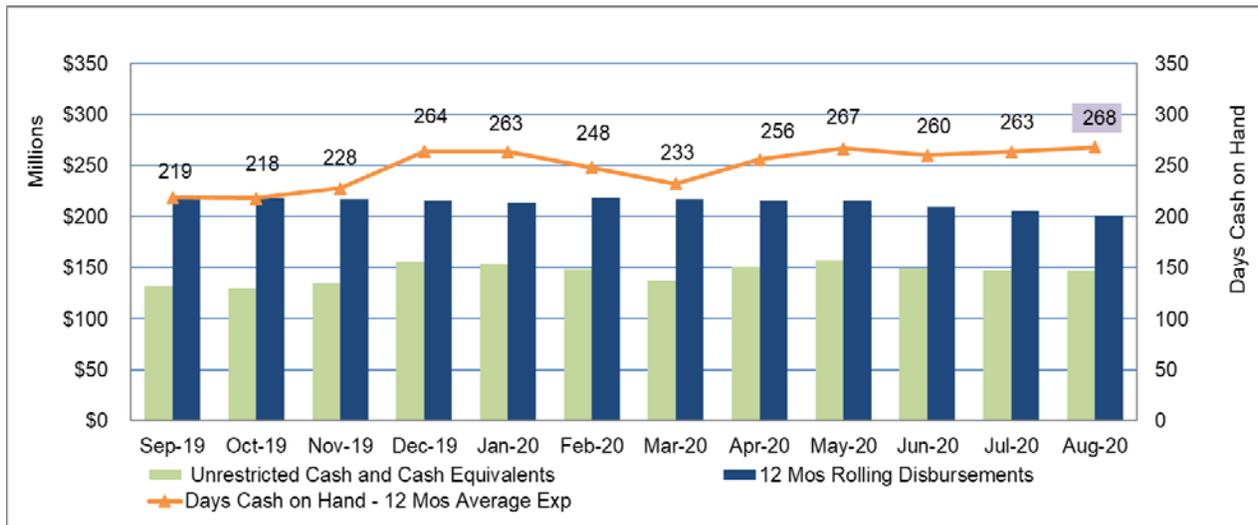
\*LAIF – Local Agency Investment Fund  
 \*\*CAMP – California Asset Management Program  
 +/- due to rounding

**Figure 1: Cash, Investments, and Restricted Deposits**



Average days cash on hand is calculated by using the monthly ending balance of unrestricted cash and cash equivalents divided by disbursements associated with operating expenses, debt service, and capital expenditures as recorded in the Agency’s cash flow. The average days cash on hand for the month ended August 2020 increased from 263 days to 268 days as shown in Figure 2.

**Figure 2: Days Cash on Hand – 12 Month Rolling Average**



Monthly cash and investment summaries are available on the Agency’s website at:  
<https://www.ieua.org/read-our-reports/cash-and-investment/>

# Treasurer's Report of Financial Affairs for Month Ended August 31, 2020



# Agency Liquidity

- Decrease in overall yield attributed to lower yields in investment accounts such as the Local Agency Investment Fund (LAIF) and California Asset Management Program (CAMP)

Description	August (\$ Millions)	July (\$ Millions)	Increase / (Decrease) (\$ Millions)
Investment Portfolio	\$145.4	\$145.9	(\$0.5)
Cash and Restricted Deposits	\$374.2	\$373.6	\$0.6
<b>Total Investments, Cash, and Restricted Deposits</b>	<b>\$519.6</b>	<b>\$519.5</b>	<b>\$0.1</b>
Investment Portfolio Yield	1.516%	1.601%	(0.085%)
Weighted Average Duration (Years)	1.58	1.08	0.50
Average Cash on Hand (Days)	268	263	5

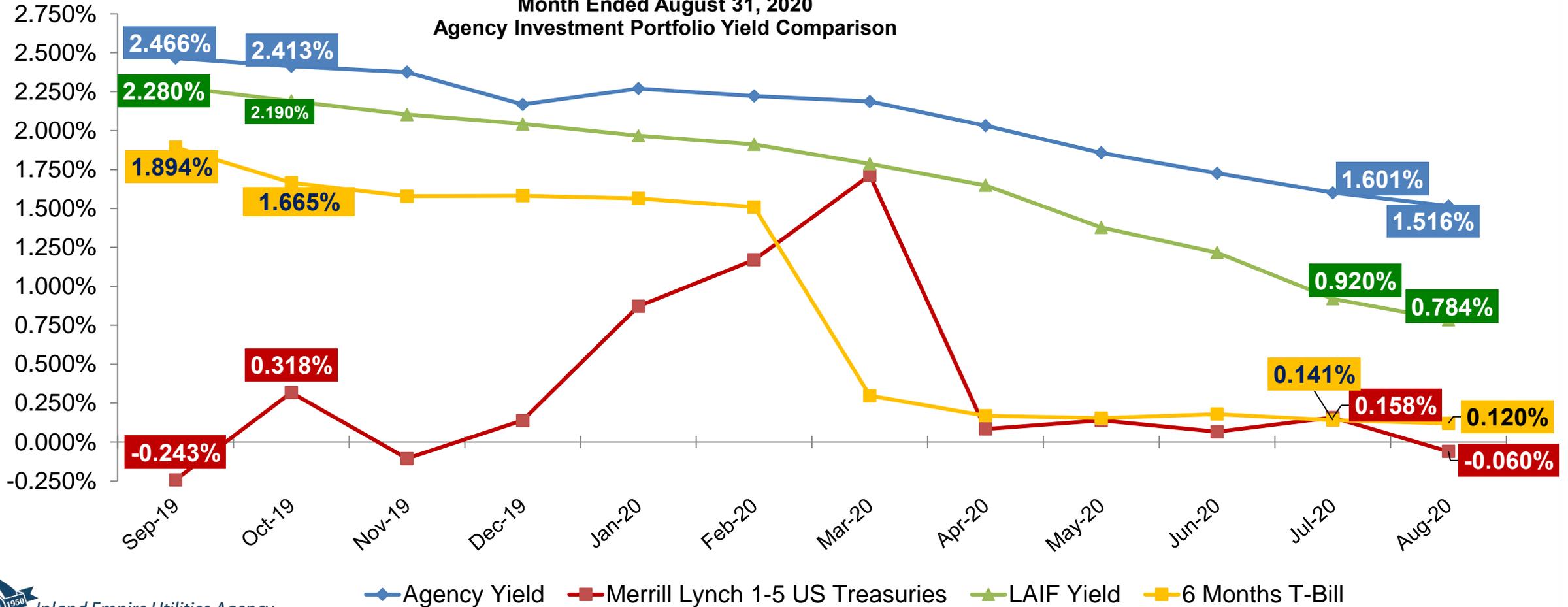
Monthly cash and investment summaries available at: <https://www.ieua.org/read-our-reports/cash-and-investment/>

# Agency Investment Position

Authorized Investments	Allowable Threshold (\$ million or %)	Under 1 Year	1 – 3 Years	Over 3 Years	Total	Average Yield %	Portfolio % (Unrestricted)
Local Agency Investment Fund	\$75	\$33.2	\$0.0	\$0.0	\$33.2	0.784%	22.8%
California Asset Management Program	n/a	10.6			10.6	0.300%	7.2%
Citizens Business Bank – Sweep	40%	6.9			6.9	0.350%	4.8%
<b>Sub-Total Agency Managed</b>		<b>\$50.7</b>	<b>\$0.0</b>	<b>\$0.0</b>	<b>\$50.7</b>	<b>0.624%</b>	<b>34.8%</b>
Brokered Certificates of Deposit (CD)	30%	\$1.1	\$3.1	\$0.0	\$4.2	1.722%	2.9%
Medium Term Notes	30%	1.1	11.3	5.0	17.4	2.595%	12.0%
Municipal Bonds	10%			0.6	0.6	0.681%	0.4%
US Treasury Notes	n/a	1.1	21.9	15.9	38.9	2.415%	26.7%
US Government Securities	n/a	0.9	16.8	15.9	33.6	1.252%	23.1%
<b>Sub-Total PFM Managed</b>		<b>\$4.2</b>	<b>\$53.1</b>	<b>\$37.4</b>	<b>\$94.7</b>	<b>1.993%</b>	<b>65.2%</b>
<b>Total</b>		<b>\$54.9</b>	<b>\$53.1</b>	<b>\$37.4</b>	<b>\$145.4</b>	<b>1.516%</b>	<b>100.0%</b>

# Portfolio Yield Comparison

Inland Empire Utilities Agency  
 Treasurer's Report of Financial Affairs  
 Month Ended August 31, 2020  
 Agency Investment Portfolio Yield Comparison



# 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 August 31, 2020



All investment transactions have been executed in accordance with the criteria stated in the Agency's Investment Policy (Resolution No. 2020-7-1) adopted by the Inland Empire Utilities Agency's Board of Directors during its regular meeting held on July 8, 2020.

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  
August 31, 2020

	August	July	Variance
<b><u>Cash, Bank Deposits, and Bank Investment Accounts</u></b>	\$1,170,347	\$1,641,072	(\$470,725)
<b><u>Investments</u></b>			
<b>Agency Managed</b>			
Citizens Business Bank (CBB) Repurchase (Sweep)	\$6,950,145	\$12,821,954	(\$5,871,809)
Local Agency Investment Fund (LAIF)	33,183,182	28,183,182	\$5,000,000
California Asset Management Program (CAMP)	10,550,392	10,544,399	\$5,993
<b>Total Agency Managed Investments</b>	50,683,719	51,549,535	(\$865,816)
<b>PFM Managed</b>			
Certificates of Deposit	\$4,195,000	\$4,850,000	(\$655,000)
Municipal Bonds	645,248	0	\$645,248
Medium Term Notes	17,434,078	17,433,888	\$190
U.S. Treasury Notes	38,885,675	40,863,760	(\$1,978,085)
U.S. Government Sponsored Entities	33,587,571	31,192,363	\$2,395,208
<b>Total PFM Managed Investments</b>	94,747,572	94,340,011	\$407,561
<b>Total Investments</b>	\$145,431,291	\$145,889,546	(\$458,255)
<b>Total Cash and Investments Available to the Agency</b>	\$146,601,638	\$147,530,618	(\$928,980)
<b><u>Restricted Deposits</u></b>			
CAMP Water Connection Reserve	\$23,313,450	\$22,962,340	\$351,110
LAIF Self Insurance Reserve	6,561,244	6,561,244	(\$0)
Bond and Note Accounts	35,537,280	232,009,617	(\$196,472,337)
2020B Construction Accounts	196,505,519	-	\$196,505,519
Capital Capacity Reimbursement Account (CCRA) Deposits Held by Member Agencies**	90,496,688	90,360,876	\$135,812
California Employers' Retirement Benefit Trust Account - CERBT (Other Post Employment Benefits - OPEB)	20,307,976	19,893,745	\$414,231
Escrow Deposits	263,414	222,073	\$41,341
<b>Total Restricted Deposits</b>	\$372,985,571	\$372,009,895	\$975,676
<b>Total Cash, Investments, and Restricted Deposits</b>	<b>\$519,587,209</b>	<b>\$519,540,513</b>	<b>\$46,696</b>

\*\*Total reported as of July 2020

**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
August 31, 2020

**Cash, Bank Deposits, and Bank Investment Accounts**

CBB Demand Account (Negative balance offset by CBB Sweep Balance)	\$167,600
CBB Payroll Account	-
CBB Workers' Compensation Account	80,172
Subtotal Demand Deposits	<u>\$247,772</u>

**Other Cash and Bank Accounts**

Petty Cash	\$2,250
Subtotal Other Cash	<u>\$2,250</u>

**US Bank Pre-Investment Money Market Account**

\$920,325

***Total Cash and Bank Accounts***

**\$1,170,347**

**Unrestricted Investments**

**CBB Repurchase (Sweep) Investments**

Fannie Mae	\$6,802,554
Ginnie Mae	147,591
Subtotal CBB Repurchase (Sweep)	<u>\$6,950,145</u>

**Local Agency Investment Fund (LAIF)**

LAIF Fund	\$33,183,182
Subtotal Local Agency Investment Fund	<u>\$33,183,182</u>

**California Asset Management Program (CAMP)**

Short Term	\$10,550,392
Subtotal CAMP	<u>\$10,550,392</u>

**Subtotal Agency Managed Investment Accounts**

**\$50,683,719**

**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
August 31, 2020

**Unrestricted Investments Continued**

**Brokered Certificates of Deposit**

Brokered Certificates of Deposit	\$4,195,000
Subtotal Brokered Certificates of Deposit	<u>\$4,195,000</u>

**Municipal Bonds**

Subtotal State and Local Municipal Bonds	\$645,248
Subtotal State and Municipal Bonds	<u>\$645,248</u>

**Medium Term Notes**

Hershey Company	\$334,946
American Honda Finance	791,230
Bank of NY Mellon	1,389,094
American Express	794,380
Walt Disney Company	808,677
Paccar Financial Corp	929,718
Visa Inc	811,333
Bank of America	785,444
Oracle Corp	1,404,228
Amazon Inc	929,223
Burlington North Santa Fe Corp	795,251
Bank of NY Mellon	1,382,849
Apple Inc. Corp.	563,622
UnitedHealth Group Inc	747,330
Pfizer Inc	1,271,712
Walmart Inc	1,475,916
Toyota Motor	317,903
Toyota Motor	428,916
Novartis Capital	1,472,306
Subtotal Medium Term Notes	<u>\$17,434,078</u>

**U.S. Treasury Notes**

Treasury Note	\$38,885,675
Subtotal U.S. Treasury Notes	<u>\$38,885,675</u>

**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
August 31, 2020

**Unrestricted Investments Continued**

**U.S. Government Sponsored Entities**

Fannie Mae Bank	\$18,759,500
Freddie Mac Bank	6,962,198
Federal Home Loan Bank	6,897,353
Federal Farm Credit	968,520
Subtotal U.S. Government Sponsored Entities	<hr/> \$33,587,571

**Subtotal PFM Managed Investment Accounts** 

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**\$94,747,572**

***Total Investments*** 

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**\$145,431,291**

**Restricted Deposits**

**Investment Pool Accounts**

CAMP -Water Connection Reserves	\$23,313,450
LAIF - Self Insurance Fund Reserves	6,561,244
Subtotal Investment Pool Accounts	<hr/> \$29,874,694

**Bond and Note Accounts**

2017A Debt Service Accounts	\$430
2020A Cost of Issuance	107,281
2020B Capitalized Interest	35,424,710
2020B Cost of Issuance	4,859
Subtotal Bond and Note Accounts	<hr/> \$35,537,280

**2020B Construction Project Accounts**

LAIF Construction Project Accounts	\$186,000,000
CAMP Construction Project Accounts	10,505,519
Subtotal 2020B Construction Project Accounts	<hr/> \$196,505,519

**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
August 31, 2020

**Restricted Deposits Continued**

**CCRA Deposits Held by Member Agencies**

City of Chino	\$14,771,895
Cucamonga Valley Water District	11,982,193
City of Fontana	15,086,239
City of Montclair	4,138,532
City of Ontario	31,891,780
City of Chino Hills	6,266,027
City of Upland	6,360,022
Subtotal CCRA Deposits Held by Member Agencies**	\$90,496,688

\*\*Total reported as of July 2020

**CalPERS**

CERBT Account (OPEB)	\$20,307,976
Subtotal CalPERS Accounts	\$20,307,976

**Escrow Deposits**

Stanek Construction	\$263,414
Subtotal Escrow Deposits	\$263,414

<b><i>Total Restricted Deposits</i></b>	\$372,985,571
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<b><i>Total Cash, Investments, and Restricted Deposits as of August 31, 2020</i></b>	<b>\$519,587,209</b>
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Total Cash, Investments, and Restricted Deposits as of 8/31/2020	\$519,587,209
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Less: Total Cash, Investments, and Restricted Deposits as of 7/31/20	519,540,513
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<b><i>Total Monthly Increase (Decrease)</i></b>	<b>\$46,696</b>
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**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
August 31, 2020

	Par	Cost Basis	Term	August	%	%	Maturity	Market
	Amount	Amount	(Days)	Value	Coupon	Yield to Maturity	Date	Value
<b><u>Cash, Bank Deposits, and Bank Investment Accounts</u></b>								
<b>Citizens Business Bank (CBB)</b>								
Demand Account	\$167,600	\$167,600	N/A	\$167,600		N/A	N/A	\$167,600
Payroll Checking	0	0	N/A	0		N/A	N/A	0
Workers' Compensation Account	80,172	80,172	N/A	80,172		N/A	N/A	80,172
Subtotal CBB Accounts	<u>\$247,772</u>	<u>\$247,772</u>		<u>\$247,772</u>				<u>\$247,772</u>
<b>US Bank (USB)</b>								
Custodial Money Market ( <i>Investment Mgmt.</i> )	\$615,325	\$615,325	N/A	\$615,325		0.02%	N/A	\$615,325
Custodial Money Market ( <i>Debt Service</i> )	305,000	305,000	N/A	305,000		0.02%	N/A	305,000
Subtotal USB Account	<u>\$920,325</u>	<u>\$920,325</u>		<u>\$920,325</u>		0.02%		<u>\$920,325</u>
<b>Petty Cash</b>	<u>\$2,250</u>	<u>\$2,250</u>	N/A	<u>\$2,250</u>		N/A	N/A	<u>\$2,250</u>
<b>Total Cash, Bank Deposits and Bank Investment Accounts</b>	<b><u>\$1,170,347</u></b>	<b><u>\$1,170,347</u></b>		<b><u>\$1,170,347</u></b>				<b><u>\$1,170,347</u></b>
<b><u>Investments</u></b>								
<b>CBB Daily Repurchase (Sweep) Accounts</b>								
Fannie Mae	\$6,802,554	\$6,802,554	N/A	\$6,802,554		0.35%	N/A	\$6,802,554
Ginnie Mae	147,591	147,591	N/A	147,591		0.35%	N/A	147,591
Subtotal CBB Repurchase Accounts	<u>\$6,950,145</u>	<u>\$6,950,145</u>		<u>\$6,950,145</u>		0.35%		<u>\$6,950,145</u>
<b>LAIF Accounts</b>								
Non-Restricted Funds	<u>\$33,183,182</u>	<u>\$33,183,182</u>	N/A	<u>\$33,183,182</u>		0.784%	N/A	<u>\$33,183,182</u>
Subtotal LAIF Accounts	<u>\$33,183,182</u>	<u>\$33,183,182</u>		<u>\$33,183,182</u>		0.784%		<u>\$33,183,182</u>
<b>CAMP Accounts</b>								
Non-Restricted Funds	<u>\$10,550,392</u>	<u>\$10,550,392</u>	N/A	<u>\$10,550,392</u>		0.30%	N/A	<u>\$10,550,392</u>
Subtotal CAMP Accounts	<u>\$10,550,392</u>	<u>\$10,550,392</u>		<u>\$10,550,392</u>		0.30%		<u>\$10,550,392</u>
<b>Subtotal Agency Managed Investment Accounts</b>	<b><u>\$50,683,719</u></b>	<b><u>\$50,683,719</u></b>		<b><u>\$50,683,719</u></b>		<b>0.62%</b>		<b><u>\$50,683,719</u></b>

**INLAND EMPIRE UTILITIES AGENCY**

**Cash and Investment Summary**

Month Ended

August 31, 2020

	Par	Cost Basis	Term	August	%	%	Maturity	Market
	Amount	Amount	(Days)	Value	Coupon	Yield to Maturity	Date	Value
<b>Investments (continued)</b>								
<b>Brokered Certificates of Deposit (CDs)</b>								
Synchrony Bank	\$240,000	\$240,000	1827	\$240,000	2.25%	2.25%	10/02/20	\$240,453
Royal Bank of Canada NY	815,000	815,000	1095	815,000	3.24%	3.24%	06/07/21	834,209
Credit Suisse NY	745,000	745,000	533	745,000	0.52%	0.52%	02/01/22	745,138
Societe Generale NY	935,000	935,000	731	935,000	1.80%	1.80%	02/14/22	946,426
Sumitomo Mitsui Bank	745,000	745,000	870	745,000	0.70%	0.70%	07/08/22	745,145
DNB Bank ASA NY	715,000	715,000	1092	715,000	2.04%	2.03%	12/02/22	741,705
Subtotal Brokered CDs	\$4,195,000	\$4,195,000		\$4,195,000		1.72%		\$4,253,076
<b>US Treasury Note</b>								
US Treasury Note	\$466,000	\$462,669	838	\$464,800	2.125%	2.45%	06/30/21	\$473,645
US Treasury Note	625,000	618,677	1201	623,247	2.250%	2.57%	07/31/21	637,012
US Treasury Note	580,000	567,426	1202	575,554	2.000%	2.69%	10/31/21	592,506
US Treasury Note	1,625,000	1,577,519	1323	1,608,671	1.750%	2.60%	11/30/21	1,657,500
US Treasury Note	1,575,000	1,523,812	1436	1,554,468	1.875%	2.75%	03/31/22	1,617,820
US Treasury Note	3,070,000	2,969,266	1336	3,026,570	1.875%	2.82%	03/31/22	3,153,466
US Treasury Note	3,790,000	3,678,225	1302	3,740,551	1.875%	2.75%	03/31/22	3,893,041
US Treasury Note	1,605,000	1,558,480	1474	1,585,874	1.875%	2.64%	04/30/22	1,651,144
US Treasury Note	1,300,000	1,252,570	1456	1,278,272	1.750%	2.72%	06/30/22	1,337,984
US Treasury Note	2,065,000	1,980,706	1577	2,024,430	1.750%	2.76%	09/30/22	2,133,726
US Treasury Note	894,000	864,177	1641	879,643	2.000%	2.80%	10/31/22	929,760
US Treasury Note	1,040,000	990,356	1580	1,012,287	1.750%	2.93%	01/31/23	1,080,300
US Treasury Note	310,000	293,289	1699	301,049	1.500%	2.74%	02/28/23	320,462
US Treasury Note	1,235,000	1,189,508	1508	1,206,613	1.500%	2.44%	03/31/23	1,278,225
US Treasury Note	2,000,000	1,899,453	1618	1,935,869	1.38%	2.58%	06/30/23	2,069,062
US Treasury Note	1,260,000	1,196,951	1630	1,218,883	1.25%	2.44%	07/31/23	1,300,162
US Treasury Note	650,000	667,088	1611	661,922	2.88%	2.25%	09/30/23	704,234
US Treasury Note	3,450,000	3,484,904	1713	3,473,840	2.75%	2.52%	11/15/23	3,734,625
US Treasury Note	2,525,000	2,479,826	1786	2,495,027	2.13%	2.52%	11/30/23	2,684,391
US Treasury Note	120,000	120,356	1795	120,241	2.63%	2.56%	12/31/23	129,750
US Treasury Note	2,345,000	2,355,534	1792	2,352,859	2.00%	1.90%	04/30/24	2,499,623
US Treasury Note	575,000	580,930	1824	579,545	2.00%	1.78%	06/30/24	614,352
US Treasury Note	1,000,000	1,016,172	1818	1,012,712	2.13%	1.78%	07/31/24	1,074,688
US Treasury Note	1,310,000	1,349,146	1824	1,341,978	2.13%	1.50%	09/30/24	1,411,116
US Treasury Note	1,100,000	1,135,965	1822	1,130,023	2.25%	1.57%	10/31/24	1,192,125
US Treasury Note	100,000	102,055	1823	101,748	2.13%	1.69%	11/30/24	108,000
US Treasury Note	1,710,000	1,749,611	1789	1,744,341	2.13%	1.63%	11/30/24	1,846,800
US Treasury Note	795,000	839,067	1809	834,658	2.00%	0.85%	02/15/25	856,737
Subtotal US Treasuries	\$39,120,000	\$38,503,737		\$38,885,675		2.41%		\$40,982,256

**INLAND EMPIRE UTILITIES AGENCY**

**Cash and Investment Summary**

Month Ended

August 31, 2020

	Par	Cost Basis	Term	August	%	%	Maturity	Market
	Amount	Amount	(Days)	Value	Coupon	Yield to Maturity	Date	Value
<b><u>Investments (continued)</u></b>								
<b><u>U.S. Government Sponsored Entities</u></b>								
Freddie Mac Bond	\$230,000	\$228,015	1,028	\$229,676	2.38%	2.70%	02/16/21	\$232,355
Fannie Mae Bond	675,000	673,029	1,092	674,596	2.50%	2.60%	04/13/21	684,816
Federal Home Loan Bank	1,865,000	1,882,718	992	1,872,251	3.00%	2.63%	10/12/21	1,924,072
Fannie Mae Bond	795,000	794,428	1,096	794,740	2.63%	2.65%	01/11/22	821,491
Federal Home Loan Bank	1,725,000	1,724,552	1,001	1,724,598	0.25%	0.26%	06/03/22	1,727,030
Fannie Mae Bond	890,000	886,903	1,096	887,923	1.38%	1.49%	09/06/22	911,138
Federal Home Loan Bank	1,280,000	1,277,645	1,092	1,278,061	1.38%	1.44%	02/17/23	1,316,538
Fannie Mae Bond	1,360,000	1,355,906	365	1,356,288	0.25%	0.35%	05/22/23	1,360,683
Freddie Mac Bond	1,450,000	1,444,461	1,810	1,446,876	2.75%	2.83%	06/19/23	1,551,858
Freddie Mac Bond	1,330,000	1,326,116	1,095	1,326,354	0.25%	0.35%	06/26/23	1,330,690
Fannie Mae Bond	1,875,000	1,870,969	1,095	1,871,164	0.25%	0.32%	07/10/23	1,875,986
Fannie Mae Bond	645,000	645,000	1,092	645,000	0.36%	0.36%	08/18/23	644,808
Freddie Mac Bond	885,000	884,097	1,098	884,106	0.25%	0.28%	08/24/23	885,486
Fannie Mae Bond	855,000	853,273	1,741	853,903	2.88%	2.92%	09/12/23	922,946
Fannie Mae Bond	1,820,000	1,803,274	1,772	1,809,560	2.88%	3.08%	09/12/23	1,964,634
Federal Home Loan Bank	870,000	895,642	1,772	887,264	3.38%	2.72%	12/08/23	957,524
Fannie Mae Bond	680,000	677,470	1,823	678,263	2.50%	2.58%	02/05/24	731,425
Federal Home Loan Bank	190,000	189,327	1,824	189,535	2.50%	2.58%	02/13/24	204,461
Fannie Mae Bond	2,055,000	2,130,234	1,769	2,122,578	1.63%	0.85%	01/07/25	2,163,261
Freddie Mac Bond	1,215,000	1,214,064	1,825	1,214,167	1.50%	1.52%	02/12/25	1,273,190
Federal Home Loan Bank	950,000	945,288	1,824	945,644	0.50%	0.60%	04/14/25	953,384
Fannie Mae Bond	495,000	496,629	1,792	496,539	0.63%	0.56%	04/22/25	499,612
Fannie Mae Bond	1,275,000	1,272,374	1,824	1,272,561	0.63%	0.67%	04/22/25	1,286,880
Fannie Mae Bond	1,425,000	1,432,296	1,782	1,431,936	0.63%	0.52%	04/22/25	1,438,278
Freddie Mac Bond	970,000	971,213	1,826	970,378	1.10%	1.07%	04/28/25	971,132
Federal Farm Credit Bond	970,000	968,448	1,820	968,520	0.80%	0.83%	06/02/25	970,080
Fannie Mae Bond	1,435,000	1,441,931	1,778	1,441,822	0.50%	0.40%	06/17/25	1,438,939
Fannie Mae Bond	1,480,000	1,476,936	1,824	1,477,061	0.50%	0.54%	06/17/25	1,484,063
Freddie Mac Bond	895,000	890,543	1,858	890,641	0.38%	0.48%	07/21/25	892,100
Fannie Mae Bond	950,000	945,554		945,566	0.38%	0.47%	08/25/25	946,864
Subtotal U.S. Gov't Sponsored Entities	\$33,535,000	\$33,598,335		\$33,587,571		1.25%		\$34,365,724

**INLAND EMPIRE UTILITIES AGENCY**

**Cash and Investment Summary**

Month Ended  
August 31, 2020

	Par	Cost Basis	Term	August	%	%	Maturity	Market
	Amount	Amount	(Days)	Value	Coupon	Yield to Maturity	Date	Value
<b><u>Investments (continued)</u></b>								
<b><u>Municipal Bonds</u></b>								
Maryland State GO Bond	\$250,000	\$249,930	1457	\$249,931	0.51%	0.52%	08/01/24	\$250,058
CA State Dept of Wtr Res	100,000	100,000	1578	100,000	0.56%	0.56%	12/01/24	100,686
Univ. of CA Revenue Bond	90,000	90,326	1764	90,317	0.88%	0.81%	05/15/25	92,355
Univ. of CA Revenue Bond	205,000	205,000	1764	205,000	0.88%	0.88%	05/15/25	210,365
<b>Subtotal State and Local Municipal Bonds</b>	<b>\$645,000</b>	<b>\$645,256</b>		<b>\$645,248</b>		<b>0.68%</b>		<b>\$653,464</b>
<b><u>Medium Term Notes</u></b>								
Hershey Company	\$335,000	\$334,769	1101	\$334,946	3.10%	3.12%	05/15/21	\$341,779
American Honda Finance	800,000	767,016	1181	791,230	1.65%	3.00%	07/12/21	808,448
Bank of NY Mellon	1,400,000	1,371,048	1391	1,389,094	2.60%	3.18%	02/07/22	1,443,749
American Express	800,000	785,488	1415	794,380	2.70%	3.20%	03/03/22	825,979
Walt Disney Company	815,000	798,692	1416	808,677	2.45%	3.00%	03/04/22	841,694
Paccar Financial Corp	930,000	929,498	1096	929,718	2.65%	2.67%	05/10/22	964,868
Visa Inc	825,000	795,407	1611	811,333	2.15%	3.03%	09/15/22	853,844
Bank of America	800,000	769,264	1647	785,444	2.50%	3.43%	10/21/22	819,086
Oracle Corp	1,420,000	1,389,001	1763	1,404,228	2.63%	3.11%	02/15/23	1,494,512
Amazon Inc	935,000	925,996	1409	929,223	2.40%	2.66%	02/22/23	982,778
Burlington North Santa Fe Corp	800,000	790,800	1792	795,251	3.00%	3.26%	03/15/23	849,078
Bank of NY Mellon	1,375,000	1,387,595	1555	1,382,849	3.50%	3.27%	04/28/23	1,490,309
Apple Inc. Corp.	565,000	563,463	1095	563,622	0.75%	0.84%	05/11/23	571,865
UnitedHealth Group Inc	720,000	755,741	1330	747,330	3.50%	2.08%	06/15/23	780,139
Pfizer Inc	1,260,000	1,276,392	1807	1,271,712	2.95%	2.67%	03/15/24	1,362,259
Walmart Inc	1,425,000	1,495,196	1768	1,475,916	2.85%	1.78%	07/08/24	1,547,962
Toyota Motor	315,000	318,078	1724	317,903	1.80%	1.58%	02/13/25	329,392
Toyota Motor	425,000	429,152	1724	428,916	1.80%	1.58%	02/13/25	444,418
Novartis Capital	1,425,000	1,475,744	1743	1,472,306	1.75%	0.98%	02/14/25	1,490,472
<b>Subtotal Medium Term Notes</b>	<b>\$17,370,000</b>	<b>\$17,358,340</b>		<b>\$17,434,078</b>		<b>2.60%</b>		<b>\$18,242,631</b>
<b>Subtotal PFM Managed Investment Accounts</b>	<b>\$94,865,000</b>	<b>\$94,300,668</b>		<b>\$94,747,572</b>		<b>1.99%</b>		<b>\$98,497,151</b>
<b>Total Investments</b>	<b>\$145,548,719</b>	<b>\$144,984,388</b>		<b>\$145,431,291</b>				<b>\$149,180,870</b>
<i>(Source of Investment Amortized Cost: PFM)</i>								
<b><u>Restricted Deposits</u></b>								
<b><u>Investment Pool Accounts</u></b>								
CAMP - Water Connection Reserves	\$23,313,450	\$23,313,450	N/A	\$23,313,450		0.30%	N/A	\$23,313,450
LAIIF - Self Insurance Reserves	6,561,244	6,561,244	N/A	6,561,244		0.78%	N/A	6,561,244
<b>Total Investment Pool Accounts</b>	<b>29,874,694</b>	<b>29,874,694</b>		<b>29,874,694</b>		<b>0.41%</b>		<b>29,874,694</b>

**INLAND EMPIRE UTILITIES AGENCY**

**Cash and Investment Summary**

Month Ended  
August 31, 2020

	Par	Cost Basis	Term	August	%	%	Maturity	Market
	Amount	Amount	(Days)	Value	Coupon	Yield to Maturity	Date	Value
<b>Restricted Deposits (continued)</b>								
<b>Bond and Note Accounts</b>								
2017A Debt Service Accounts	\$430	\$430	N/A	\$430		0.00%		\$430
2020A Debt Service Accounts	107,281	107,281	N/A	107,281		0.00%		107,281
2020B Capitalized Interest Account	35,424,710	35,424,710	N/A	35,424,710		0.30%		35,424,710
2020B Debt Service Accounts	4,859	4,859	N/A	4,859		0.00%		4,859
<b>Total Bond and Note Accounts</b>	<b>\$35,537,280</b>	<b>\$35,537,280</b>		<b>\$35,537,280</b>		<b>0.30%</b>		<b>\$35,537,280</b>
<b>2020B Construction Project Account</b>								
LAIF Construction Fund	\$186,000,000	\$186,000,000	N/A	\$186,000,000		0.78%	N/A	\$186,000,000
CAMP Construction Fund	10,505,519	10,505,519		10,505,519		0.30%		10,505,519
Subtotal 2020B Construction Fund	\$196,505,519	\$196,505,519		\$196,505,519		0.76%		\$196,505,519
<b>Total 2020B Construction Project Accts</b>	<b>\$196,505,519</b>	<b>\$196,505,519</b>		<b>\$196,505,519</b>		<b>0.758%</b>		<b>\$196,505,519</b>
<b>CCRA Deposits Held by Member Agencies</b>								
City of Chino	\$14,771,895	\$14,771,895	N/A	\$14,771,895		N/A	N/A	\$14,771,895
City of Chino Hills	6,266,027	6,266,027	N/A	6,266,027		N/A	N/A	6,266,027
Cucamonga Valley Water District	11,982,193	11,982,193	N/A	11,982,193		N/A	N/A	11,982,193
City of Fontana	15,086,239	15,086,239	N/A	15,086,239		N/A	N/A	15,086,239
City of Montclair	4,138,532	4,138,532	N/A	4,138,532		N/A	N/A	4,138,532
City of Ontario	31,891,780	31,891,780	N/A	31,891,780		N/A	N/A	31,891,780
City of Upland	6,360,022	6,360,022	N/A	6,360,022		N/A	N/A	6,360,022
Subtotal CCRA Deposits Held by Member Agencies**	\$90,496,688	\$90,496,688		\$90,496,688				\$90,496,688
<i>**Total reported as of July 2020</i>								
<b>CalPERS Deposits</b>								
CERBT Account (OPEB)	\$16,000,000	\$16,000,000	N/A	\$20,307,976		N/A	N/A	\$20,307,976
Subtotal CalPERS Deposits	\$16,000,000	\$16,000,000		\$20,307,976				\$20,307,976
<i>CERBT Strategy 2 Performance as of July 2020 based on 1 Year Net Return was 9.01%.</i>								
<b>Escrow Deposits</b>								
Stanek Contractors Escrow #1537 & #1661	\$263,414	\$263,414	N/A	\$263,414		N/A	N/A	\$263,414
Subtotal Escrow Deposits	\$263,414	\$263,414		\$263,414				\$263,414
<b>Total Restricted Deposits</b>	<b>\$368,677,595</b>	<b>\$368,677,595</b>		<b>\$372,985,571</b>				<b>\$372,985,571</b>
<b>Total Cash, Investments, and Restricted Deposits as of August 31, 2020</b>	<b>\$515,396,661</b>	<b>\$514,832,329</b>		<b>\$519,587,209</b>				<b>\$523,336,788</b>

**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
August 31, 2020

**August Purchases**

No.	Date	Transaction	Investment Security	Type	Par Amount Purchased	Investment Yield to Maturity
1	08/03/20	Purchased	Fannie Mae Note	GSEs	\$1,435,000	0.40%
2	08/05/20	Purchased	Credit Suisse	CD	745,000	0.52%
3	08/19/20	Purchased	Freddi Mac Note	GSEs	885,000	0.28%
4	08/20/20	Purchased	Fannie Mae Note	GSEs	645,000	0.36%
5	08/25/20	Purchased	Fannie Mae Note	GSEs	950,000	0.47%
					<b>\$ 4,660,000</b>	

**August Investment Maturities, Calls & Sales**

No.	Date	Transaction	Investment Security	Type	Par Amount Matured/Sold	Investment Yield to Maturity
1	08/03/20	Maturity	Bank of Montreal	CD	\$1,400,000	3.19%
2	08/05/20	Sold	US Treasury Note	Treasury Bond	240,000	2.45%
3	08/05/20	Sold	US Treasury Note	Treasury Bond	735,000	2.45%
4	08/06/20	Sold	US Treasury Note	Treasury Bond	100,000	2.45%
5	08/21/20	Maturity	Fannie Mae Note	GSEs	1,520,000	1.70%
6	08/25/20	Sold	US Treasury Note	Treasury Bond	930,000	2.60%
<b>Total Maturities, Calls &amp; Sales</b>					<b>\$ 4,925,000</b>	

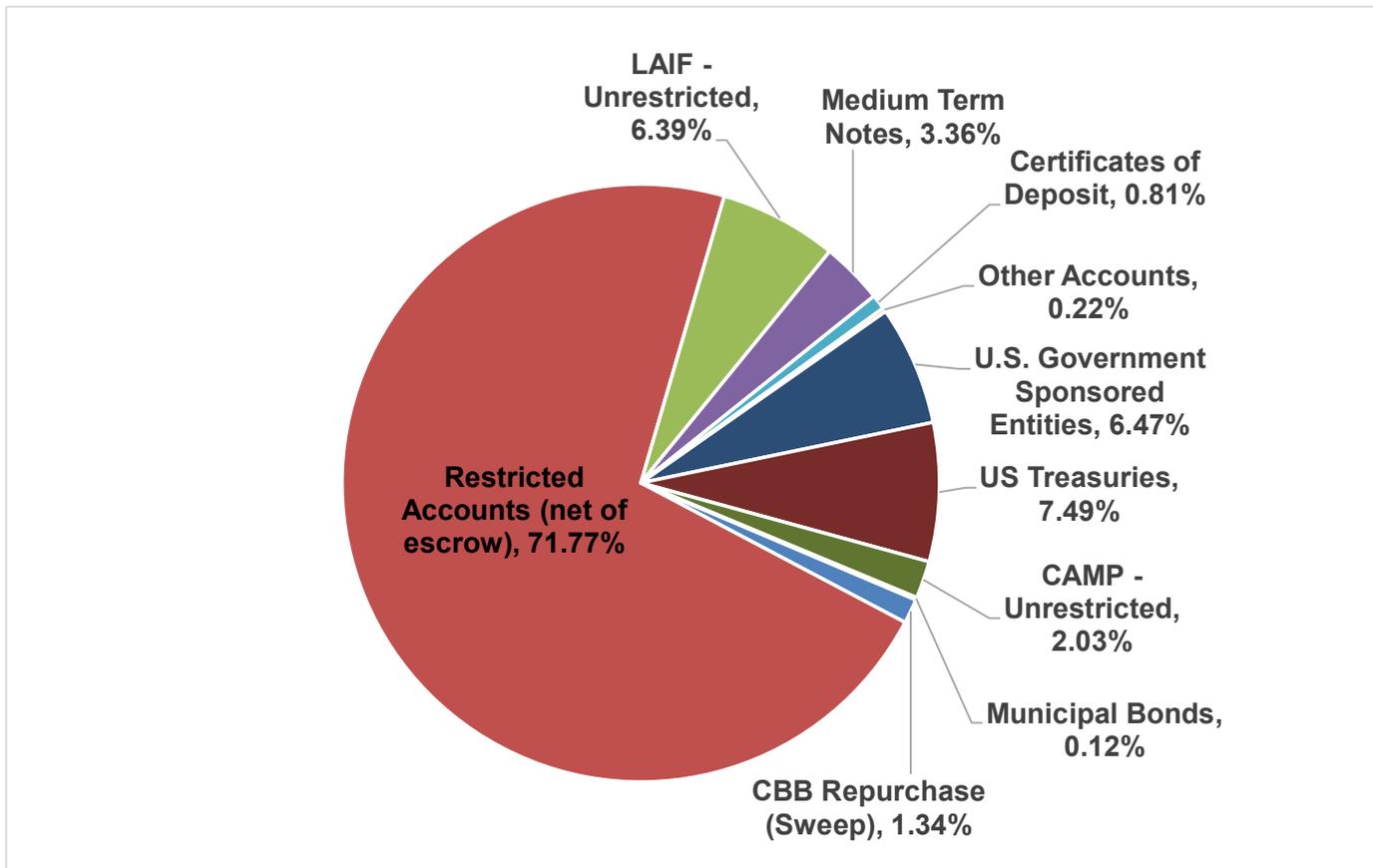
**INLAND EMPIRE UTILITIES AGENCY**  
**Cash and Investment Summary**

Month Ended  
August 31, 2020

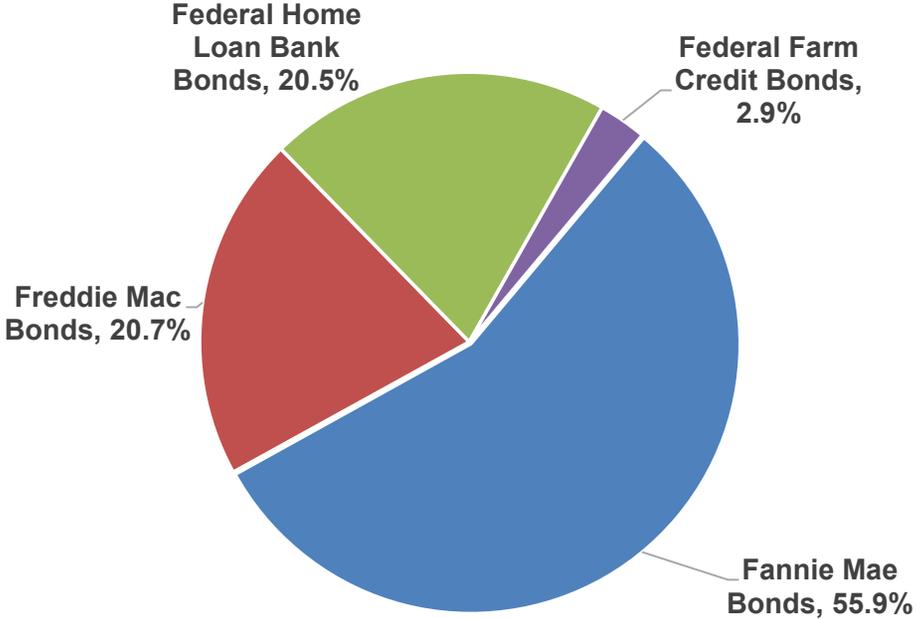
<b><u>Directed Investment Category</u></b>	<b><u>Amount Invested</u></b>	<b><u>Yield</u></b>
CBB Repurchase (Sweep)	\$6,950,145	0.350%
LAIF - Unrestricted	33,183,182	0.784%
CAMP - Unrestricted	10,550,392	0.300%
Brokered Certificates of Deposit	4,195,000	1.722%
Medium Term Notes	17,434,078	2.595%
Municipal Bonds	645,248	0.681%
US Treasury Notes	38,885,675	2.415%
U.S. Government Sponsored Entities	33,587,571	1.252%
<b><i>Total Investment Portfolio</i></b>	<b><i>\$145,431,291</i></b>	
<b><i>Investment Portfolio Rate of Return</i></b>		<b><i>1.516%</i></b>
<b><u>Restricted/Transitory/Other Accounts</u></b>	<b><u>Amount Invested</u></b>	<b><u>Yield</u></b>
CCRA Deposits Held by Member Agencies	\$90,496,688	N/A
CalPERS OPEB (CERBT) Account	20,307,976	N/A
CAMP Restricted Water Connection Reserve	23,313,450	0.300%
LAIF Restricted Insurance Reserve	6,561,244	0.784%
US Bank - 2017A Debt Service Accounts	430	0.000%
US Bank - 2020A Refunding Bond Accounts	107,281	0.000%
US Bank - 2020B Revenue Note Accounts	35,429,569	0.300%
US Bank - Pre-Investment Money Market Account	920,325	0.020%
LAIF Construction Account	186,000,000	0.784%
CAMP Construction Account	10,505,519	0.300%
Citizens Business Bank - Demand Account	167,600	N/A
Citizens Business Bank - Workers' Compensation Account	80,172	N/A
Citizens Business Bank - Payroll Account	0	N/A
Other Accounts*	2,250	N/A
Escrow Account	263,414	N/A
<b><i>Total Restricted/Transitory/Other Accounts</i></b>	<b><i>\$374,155,918</i></b>	
<b><i>Average Yield of Other Accounts</i></b>		<b><i>0.653%</i></b>
<b>Total Agency Directed Deposits</b>	<b><u><u>\$519,587,209</u></u></b>	

\*Petty Cash

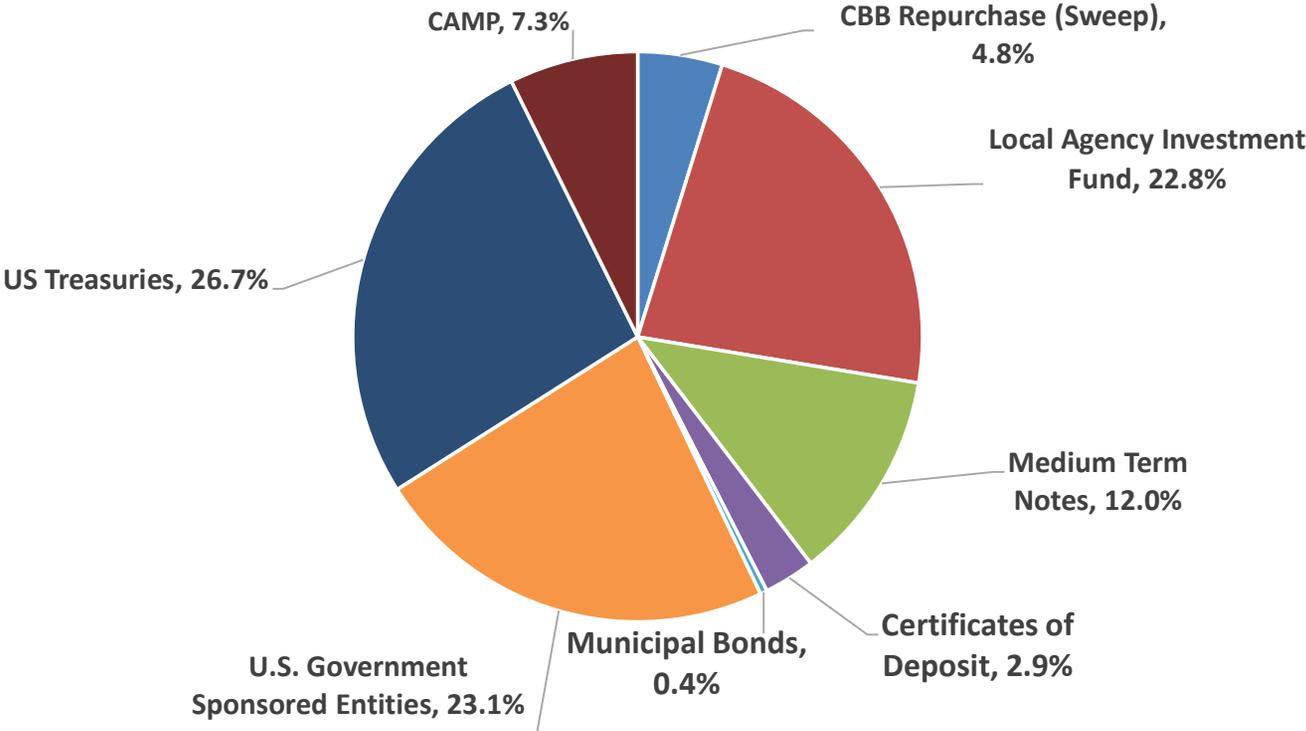
**Inland Empire Utilities Agency**  
**Treasurer's Report of Financial Affairs**  
 Month Ended August 31, 2020  
 Agency Investment Portfolio (Net of Escrow Accounts)  
**\$519,323,795**



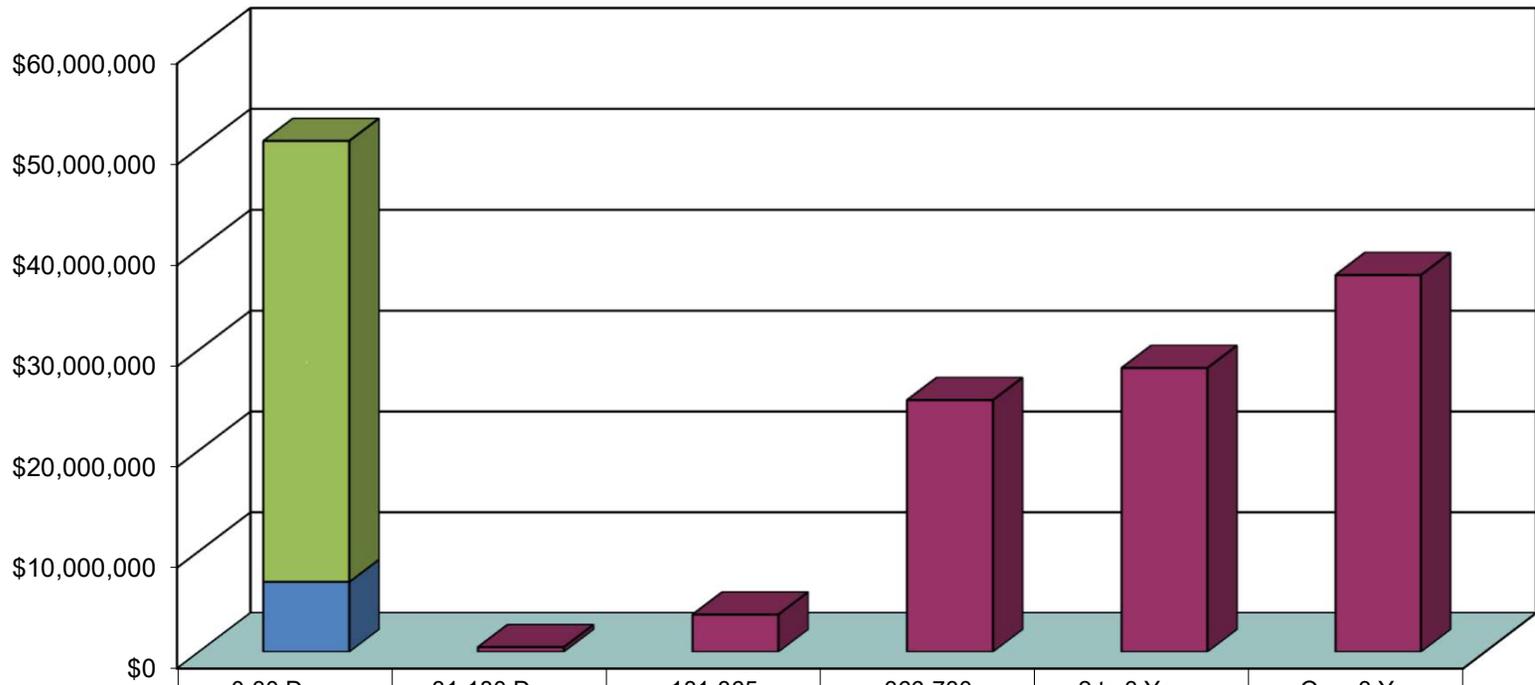
**Inland Empire Utilities Agency**  
**Treasurer's Report of Financial Affairs**  
Month Ended August 31, 2020  
U.S. Government Sponsored Entities Portfolio  
**\$33,587,571**



**Inland Empire Utilities Agency  
Treasurer's Report of Financial Affairs  
Month Ended August 31, 2020  
Unrestricted Agency Investment Portfolio  
\$145,431,291**

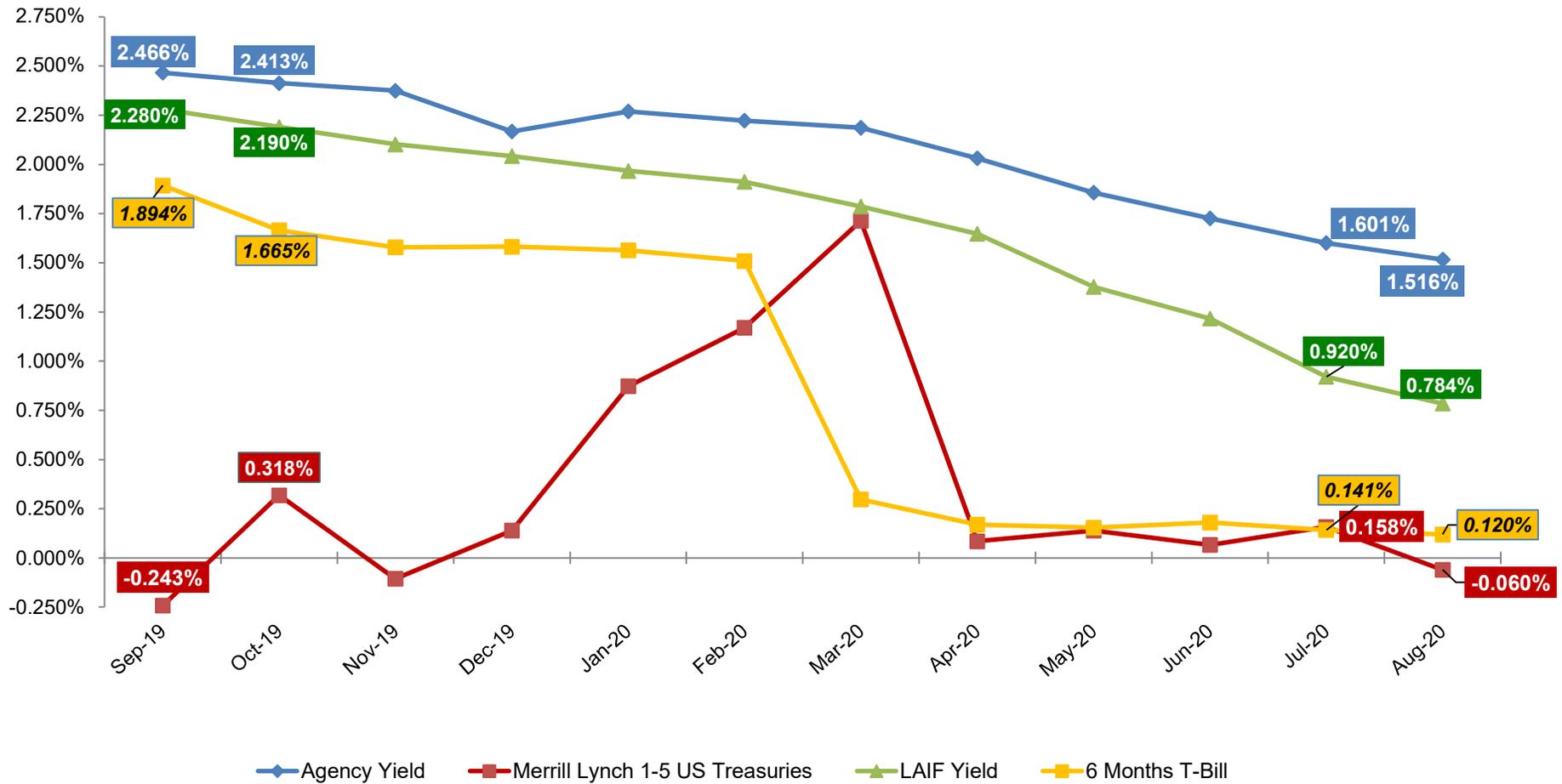


**Inland Empire Utilities Agency**  
**Treasurer's Report of Financial Affairs**  
 Month Ended August 31, 2020  
*Agency Investment Portfolio Maturity Distribution (Unrestricted)*  
**\$145,431,291**



	0-30 Days	31-180 Days	181-365 Days	366-730 Days	2 to 3 Years	Over 3 Yrs
■ LAIF+CAMP	\$43,733,574					
■ CBB Repurchase (Sweep)	\$6,950,145					
■ GSE+CD+MTN+MUNI		469,676	3,703,819	24,996,341	28,184,366	37,393,370
□ Percent	34.95%	0.32%	2.55%	17.19%	19.38%	25.61%

**Inland Empire Utilities Agency  
Treasurer's Report of Financial Affairs**  
Month Ended August 31, 2020  
Agency Investment Portfolio Yield Comparison



**INFORMATION  
ITEM**

**5G**



**Date:** October 21, 2020

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager *ADD*

**Committee:** Engineering, Operations & Water Resources

10/14/20

**Executive Contact:** Christiana Daisy, Executive Manager of Engineering/AGM

**Subject:** Planning & Environmental Resources Annual Reports (Water Use, Recycled Water, and Energy)

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**Executive Summary:**

The Inland Empire Utilities Agency (IEUA) monitors and compiles water use data for the Annual Water Use Report. IEUA tracks overall water demands and sources of supply from each of its retail agencies. Total water consumption within IEUA’s service area for FY 2019/20 was 192,100 AF, a 1.7% increase from FY 2018/19.

IEUA's Recycled Water Annual Report provides annual delivery data by retail member agencies, by usage types, and by customers. Total recycled water demands during FY 2019/20 were 30,495 acre-feet (AF), an increase of 8% from the previous fiscal year.

IEUA's energy consumption, renewable generation performance, and energy efficiency projects are reported in the Annual Energy Report. IEUA consumed 75,703 MWh of electricity, an increase of 3% from FY 2018/19, of which 10% was generated by its renewable sources.

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**Staff's Recommendation:**

This is an informational item for the Board of Directors to receive and file.

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**Budget Impact** *Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval: \$ 0*

*Account/Project Name:*

N/A

*Fiscal Impact (explain if not budgeted):*

**Prior Board Action:**

N/A

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

The Planning & Environmental Resources Annual Reports (Water Use, Recycled Water, and Energy) are consistent with the Agency's Business Goals of Business Practices and Environmental Stewardship by providing an evaluation of Agency activities and being committed to the responsible use and protection of the environment through conservation and sustainable practices.

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**Attachments:**

- Attachment 1 - IEUA FY 2019/20 Annual Water Use Report
- Attachment 2 - IEUA FY 2019/20 Annual Recycled Water Report
- Attachment 3 - IEUA FY 2019/20 Annual Energy Report

Link for attachments:

<https://ieua.hostedftp.com/JRnaExfVrrUhiCmpFKJ8HuKg6>

**INFORMATION  
ITEM**

**5H**



**Date:** October 21, 2020

*SSD*

**To:** The Honorable Board of Directors

**From:** Shivaji Deshmukh, General Manager

**Committee:** Community & Legislative Affairs

10/14/20

**Executive Contact:** Kathy Besser, Executive Manager of Ext. Aff. & Policy Dev./AGM

**Subject:** Public Outreach and Communication

---

**Executive Summary:**

- October, National Energy Awareness Month
- October 1, New Water Year
- October 5, Water Professionals Appreciation Week
- October 21, Imagine A Day Without Water
- October 24, National Prescription Drug Take Back Day
- October 29, RP-5 Expansion Project Virtual Groundbreaking Event

The Agency celebrated Water Professionals Appreciation Week the week of October 3. Staff distributed a video short for social media platforms, launched an employee recognition feature of LinkedIn, hosted daily staff drawings, and implemented Teams' backgrounds that highlight this recognition.

Wally's Water Conservation Camp was highlighted as Sensor Industries' "Water Agency Superheroes Program" for the current quarter.

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**Staff's Recommendation:**

This is an informational item for the Board of Directors to receive and file.

---

**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:**

N/A

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**Environmental Determination:**

Not Applicable

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**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.

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**Attachments:**

Attachment 1 - Background

# Background

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Subject: Public Outreach and Communication

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## October

- October, National Energy Awareness Month
- October 1, New Water Year
- October 5, Water Professionals Appreciation Week
- October 5, World Teachers' Day
- October 15, International ShakeOut Day
- October 21, Imagine A Day Without Water
- October 24, National Prescription Drug Take Back Day
- October 29, RP-5 Expansion Project Virtual Groundbreaking Event

## Media and Outreach

- The Agency celebrated Water Professionals Appreciation Week beginning the week of October 5. Staff distributed a video short for social media platforms, launched an employee recognition feature on LinkedIn, hosted daily staff drawings, and implemented Teams' backgrounds that highlight this recognition.
- The Agency recognized September as National Emergency Preparedness Month and shared a series of posts about emergency preparedness techniques and creating a family emergency plan.
- The Agency recognized Protect Your Groundwater Day on September 1 with a short video about the importance of groundwater and groundwater preservation tips. The video received over 1,500 impressions across all social media platforms.
- The Agency continues to remind the public of what can/cannot be flushed down the toilet through social media posts and videos.
- Staff continues to implement Reels into the Chino Creek Wetlands and Educational Park Instagram grid featuring 15-second fun facts about the park. Reels is a function that provides tools for the creation of videos to share with page followers. It allows you to record and edit 15-second multi-clip videos with audio, effects and creative tools.
- The Agency implemented the use of Linktree on IEUA's Instagram channel. Linktree is a single link that houses multiple links. When clicked, it navigates users directly to a list of important web pages. This tool is a great way for the Agency to optimize traffic and increase engagement by eliminating the need for hyperlinks in Instagram posts while also tracking analytics.
- The Agency congratulated Chino Hills High School for their first-place achievement in MWD's Solar Cup 2.0 competition.
  - Staff sent first place medals to Chino Hills High School participants and sent certificates of recognition to participating teams, including Chino High School, Upland High School, and Los Osos High School (Rancho Cucamonga).

- 
- IEUA Director Steve Elie participated in the Chino Hills City Council meeting and congratulated the participants of Chino Hills High School on their achievement.
  - The Agency continues to thank essential staff for their contributions to the Agency during the COVID-19 pandemic through posts on social media.
    - The Agency recognized National IT Professionals Day, Finance and Accounting Appreciation Week and World Gratitude Day with posts on social media commending essential staff for their dedication to the Agency and the community.
  - The Agency celebrated Online Learning Day with social media posts announcing the release of the Plant Factory YouTube how-to video. This video serves as an interactive supplement to the Plant Factory at-home activity featured on the Agency's website and has generated a 17.5% click-through rate since being published.
  - The Agency celebrated World Water Monitoring Day on social media by reminding followers to make efforts to preserve our precious water resources.
  - The Agency recognized California Climate Action Day as part of Climate Action Week with a post on social media restating IEUA's commitment to environmental stewardship, water resources, and biodiversity.
  - The Agency educated the public on the importance of rivers in our ecosystem on World Rivers Day with a post on social media.
  - The Agency continues to educate the public on key terms in the water industry through the Water Word Wednesday campaign.
  - The Agency continues to publish content on LinkedIn and has gained 50 followers since August 2020 with 649 page views in the last 30 days.
  - September: 28 posts were published to the IEUA Facebook page, 28 posts were published to IEUA's Instagram, 28 tweets were sent on the @IEUAWater Twitter handle, and nine posts were published to the IEUA LinkedIn page.
    - The top three Facebook posts, based on reach and engagement, in the month of September were:
      - 9/1 Compost Sales Representative, Financial Analyst I and Senior Project Manager Hiring
      - 9/21 World Gratitude Day
      - 9/28 Deputy Manager of Operations and Principal Engineer Hiring
    - The top three Twitter tweets, based on reach and engagement, in the month of September were:
      - 9/1 Protect Your Groundwater Day
      - 9/21 World Gratitude Day
      - 9/16 Above and Beyond Award Presentation
    - The top three Instagram posts, based on reach and engagement, in the month of September were:
      - 9/28 Deputy Manager of Operations and Principal Engineer Hiring
      - 9/1 Compost Sales Representative, Financial Analyst I and Senior Project Manager Hiring
      - 9/21 World Gratitude Day
    - The top three LinkedIn posts, based on impressions and reactions, in the month of September were:
      - 9/16 Above and Beyond Award Presentation

- 9/1 Compost Sales Representative, Financial Analyst I and Senior Project Manager Hiring
  - 9/3 Certificate of Achievement for Excellence in Financial Reporting News Release
- A Water-Wise Education ad ran in the *Chino Valley Champion's Chino Connection Magazine* section on September 12.

For the month of September, there were 8,906 searches for a park in IEUA's service area on Yelp, where Chino Creek Wetlands and Educational Park was viewed 1,014 times on a mobile device.

#### Education and Outreach Updates

- Wally's Water Conservation Camp was highlighted as Sensor Industries' "Water Agency Superheroes Program" for the current quarter.
- The Garden in Every School® program has been placed on hold. Staff will be sending out a survey to program participants at the end of October inquiring as to interests and needs of service area schools. Following the analysis of responses and school teaching environments/locations, staff will determine whether to incorporate mini grants for School Year 20/21, implement new garden grants or keep the program on hold.

#### Agency-Wide Membership Updates

- Richard Lao attended (virtually) the California Association of Sanitation Agencies (CASA) Water Regulatory Working Group Committee Meeting and the Santa Ana River Dischargers Association (SARDA) meeting on September 17.
- Richard Lao attended (virtually) the California Association of Sanitation Agencies (CASA) Air Quality, Climate Change & Energy Workgroup Meeting on September 24.
- Richard Lao attended (virtually) the Southern California Alliance of Publicly Owned Treatment Works (SCAP) Air Quality Committee meeting on September 28.

**INFORMATION  
ITEM**

**51**



**October 1, 2020**

**To:** Inland Empire Utilities Agency

**From:** Michael Boccadoro  
Beth Olhasso  
Maddie Munson

**RE:** September Report

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Overview:

While it is officially fall, summer temperatures continue to persist throughout the state causing water demand to remain at high, summer levels. Carryover storage in California's reservoirs has gotten the state through the record breaking heat this summer and could really use a strong winter snowpack to replenish supplies after a dismal winter of 2020. San Luis Reservoir, the main south-of-Delta storage facility for the State Water Project, is at 102 percent of average and 48 percent capacity for this time of the year. Oroville is at 75 percent of average and 46 percent capacity.

Governor Newsom recently announced a series of climate related goals and objectives aimed at transitioning the state to zero emission vehicles and away from fossil fuel based energy resources. He asked CA agencies to look at how the state and speed up transition to zero-carbon resources ahead of the state's 2045 carbon neutrality goal. Additionally, he signed an Executive Order that would mandate the sale of new electric-only passenger vehicles starting in 2035. Provisions regarding off-road equipment and heavy-duty and trucks are confusing and concerning in the EO and require further discussion with the administration and regulators.

The State Water Resources Control Board (SWRCB) recently released a report "Co-Digestion Capacity in California" that found that at least half of the state's landfill bound food waste could be diverted to POTWs for co-digestion.

The Office of Environmental Health Hazard Assessment (OEHHA) is looking to add PFOA to the Proposition 65 list of carcinogens warning list. Such an addition could open up sources of PFOA to litigation. With research on how PFOA moves through POTWs, there could be a concern about possible consequences should the chemical be listed.

The election is just around the corner and the IEUA delegation is assured of at least one new member to its delegation. Senator Mike Morrell is termed out and his seat will be filled with somebody new. There are also a number of close races within the IEUA service territory that many will be closely watching on Election Day and the days following.

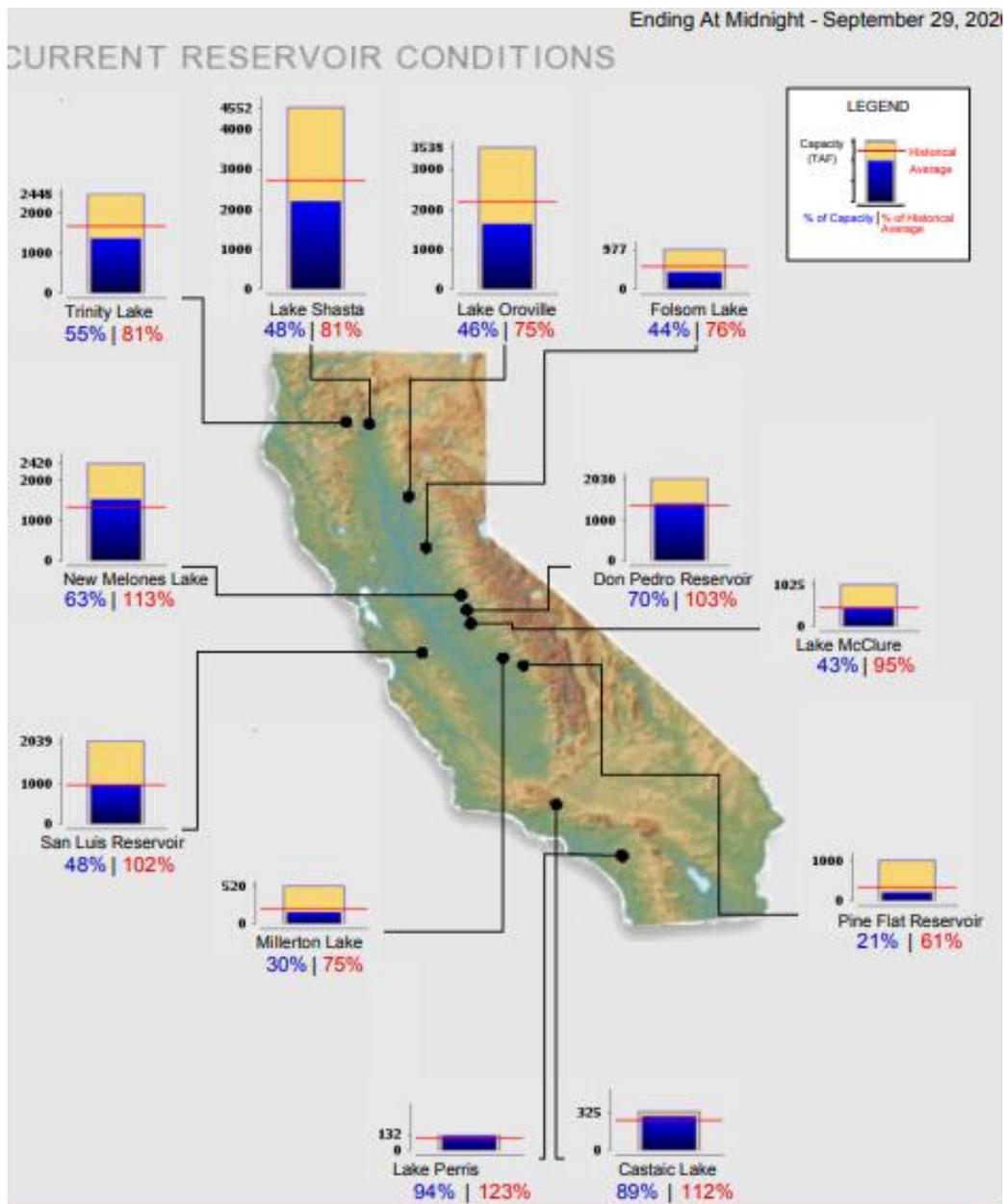
The 2019-2020 Legislative session ended late into the night of August 31. The session was significantly disrupted by the pandemic and concluded with a small number of water-related bills making it to the Governor's desk. IEUA was able to help play great defense on bills that were late gut and amends that would have had some significant adverse impacts on the agency. SB 1386 (Moorlach) on ratepayer assessment of water from fire hydrants and AB 2560 (Quirk) on notification and response level establishment procedures at the SWRCB were both signed by the Governor.

# Inland Empire Utilities Agency Status Report – September 2020

## *Water Supply Conditions*

While it is officially fall, summer temperatures continue to persist throughout the state causing water demand to remain at high, summer levels. Carryover storage in California’s reservoirs has gotten the state through the record breaking heat this summer and the state could really use a strong winter snowpack to replenish supplies after a dismal winter of 2020. San Luis Reservoir, the main south-of-Delta storage facility for the State Water Project, is at 102 percent of average and 48 percent capacity for this time of the year. Oroville is at 75 percent of average and 46 percent capacity.

Drought conditions are about normal for this time of the year, with about 84 percent of the state experiencing at least abnormally dry conditions. Surprisingly, it is the northern portion of the state that is struggling with more serious drought conditions, where normally Southern California is more dry.



## ***Governor Focuses on Climate Issues***

### ***Executive Order on Zero Emission Vehicles (ZEV)***

On September 23 Governor Newsom issued an executive order directed at transitioning California away from gas/diesel based transportation. EO N-79-20 sets forth the following goals:

1. Transition to zero-emissions vehicles and equipment by type by the following timelines:
  - a. Passenger cars and trucks by 2035,
  - b. Drayage trucks by 2035,
  - c. Off-road vehicles and equipment by 2035, and
  - d. Medium- and heavy-duty vehicles by 2045.

The EO directs CARB to develop and propose regulations to implement and ultimately meet the aforementioned goals/timelines. The EO also states CARB shall act consistently with technological feasibility and cost-effectiveness.

**The EO is unclear on the regulations for off-road and medium and heavy-duty vehicles. A plain reading of the text reads that all vehicles will have to be replaced by 2035 and 2045, respectively. WCA staff has conferred with the administration who have hinted that this was an error that will be clarified in the rulemaking process.**

2. CARB, California State Transportation Agency (CalSTA), and other state agencies shall develop a Zero-Emissions Vehicle Market Development Strategy by January 31, 2021, and update that strategy every three years.
3. CARB, the California Energy Commission (CEC), and other state agencies shall use their existing authority to accelerate deployment of fueling and charging options for ZEVs, with an emphasis on equitable deployment in all communities including low-income and disadvantaged communities.
4. By July 15, 2021, CalSTA, Caltrans, and the California Transportation Commission (CTC) shall identify near term actions, and investment strategies, to improve clean transportation, sustainable freight and transit options, while continuing a “fit-it-first” approach to our transportation system.
5. The Labor and Workforce Development Agency in consultation of other state agencies and departments shall, by July 15, 2021, develop and implement a “Just Transition Roadmap” for transitioning fossil fuel dependent jobs into the clean/green economy and opportunities created by the transition to zero-emission vehicles.
6. Related to the transition away from fossil fuels, California Environmental Protection Agency shall expedite regulatory processes to repurpose and transition up-and downstream oil facilities; develop and pursue strategies to continue to reduce carbon intensity of fossil fuels; and manage and expedite the closure and remediation of former oil extraction sites.

### ***Acceleration of Climate Goals***

With the backdrop of wildfire behind him, Governor Newsom asked officials at the California Environmental Protection Agency and the California Natural Resources Agency to look through the list of the state's prescriptive goals and "dust off our current processes, our current strategies, and accelerate all of them across the board." This includes broad decarbonization policies as well as measures to electrify transportation, land use efforts, and industrial and agricultural policies.

The Governor specifically references SB 100 (de Leon 2018), which sets the state on a path to achieve 100 percent renewable and zero-carbon electricity by 2045, as a nice goal, but states it is “inadequate to meet the challenges of the state.”

Between the ZEV EO and the request to accelerate zero-carbon electricity goals, 2021 will likely have a significant number of bills dealing with these issues, in addition to regulatory action.

### ***SWRCB Report on Co-Digestion at POTWs Released***

The SWRCB recently released a [report](#) by Carollo Engineers, “Co-Digestion Capacity in California” that finds that at least half of California’s landfill-bound food waste could be processed through wastewater treatment plants throughout the state. The study also finds that POTWs could profit by processing food waste while reducing GHGs by an estimated 2.4 million metric tons of CO<sub>2</sub>-equivalent per year. The report also noted that it will likely take around one billion dollars of statewide capital investment to adequately upgrade facilities.

### ***PFOS Proposed to be Added to CA Prop 65 Cancer Listing***

The Office of Environmental Health Hazard Assessment (OEHHA) is preparing to prioritize a list of seven chemicals for potential addition to the state’s Proposition 65 warning law carcinogen list, including perfluorooctane sulfonate (PFOS). The Carcinogen Identification Committee’s (CIC) consideration of PFOS is facing significant concern from the chemical industry, whose representatives state that there is not enough data to show the substance is carcinogenic. A recent technical report by the National Toxicology Program found rare evidence of carcinogenic activity in lab rats exposed to PFOA. A Prop 65 listing could bolster tort suits.

Comments are due to the committee on October 19, ahead of their November 17 virtual meeting.

### ***Election Preview***

The November 3 General Election is just about one month away and IEUA will see some changes in its legislative delegation. Below is a preview of the races in the IEUA delegation:

#### **AD 40 (Rancho Cucamonga)**

##### Registration:

42% D

30% R

21% no party preference

##### Candidates:

James Ramos (D)- Incumbent

Ricardo Benitez (R)- Contractor/Business Owner

#### **AD 41 (Upland)**

##### Registration:

47% D

25% R

22% no party preference

##### Candidates:

Chris Holden (D)- Incumbent

Robin Hvidston (R)- Organization Director

**AD 47 (Fontana)**

Registration:

50% D

18% R

25% no party preference

Candidates:

Eloise Gomez Reyes (D)- Incumbent

Matthew Gordon (R)- SB County Sheriff's Sargent

**AD 52 (Ontario)**

Registration:

48% D

21% R

24% no party preference

Candidates:

Freddie Rodriguez (D)- Incumbent

Toni Holli (R)- Account Technician

**AD 55 (Chino Hills)**

Registration:

35% D

34% R

26% no party preference

Candidates:

Philip Chen (R)- Incumbent

Andrew Rodriguez (D)- Walnut City Council

**SD 23 (Rancho Cucamonga)- Mike Morrell termed out**

Registration:

37% D

35% R

20% no party preference

Candidates:

Abigail Medina (D)- School Board President

Rosilicia Ochoa Bogh (R)- School Board Member

**SD 25 (Upland)**

Registration:

45% D

24% R

24% no party preference

Candidates:

Anthony Portantino (D)- Incumbent

## **SD 29 (Chino Hills)**

### Registration:

38% D

31% R

25% no party preference

### Candidates:

Ling Ling Chang (R)- Incumbent

Josh Newman (D)- Veterans' Advocate/former Senator

## ***New Members of the California Water Commission***

On September 30, Governor Newsom appointed two new members to the California Water Commission. Both will need Senate confirmation when the Legislature returns, but they can serve until their confirmation.

**Samantha F.V. Arthur**, 35, of Sacramento, has been appointed to the California Water Commission. Arthur has been Working Lands Program Director at Audubon California since 2019, where she has held multiple positions since 2014, including Conservation Project Director and Conservation Project Manager. She was a Strategic Planning and Policy Intern at the California Association of Resource Conservation Districts from 2013 to 2014 and a Land Protection Specialist at Big Sur Land Trust from 2010 to 2012. Arthur earned a Master of Science degree in Environmental Science and Management from the University of California, Santa Barbara.

**Alexandre B. Makler**, 52, of Berkeley, has been appointed to the California Water Commission. Makler has been Senior Vice President, West Region of Calpine Corporation since 2014, where he has held multiple positions since 1999, including Vice President of Strategic Origination and Development and Vice President/Assistant General Counsel. He was an Associate at Pillsbury Winthrop from 1998 to 1999 and at Curtis, Mallet-Prevost, Colt & Mosle from 1995 to 1998. He earned a Juris Doctor degree from the University of California, Berkeley School of Law.

## ***Legislative Update***

As reported last month, the Legislature concluded the 2019-2020 Legislative Session late into the night on August 31. The COVID-19 pandemic drastically altered business in the Capitol with members asked to shelve any bills not related to the pandemic, homelessness, economic recovery or wildfire. Members also had to grapple with the estimated \$54 billion budget shortfall facing the state due to the COVID-19 crisis. The Legislature ultimately passed a budget that assumes significant funding from the federal government, but has "trigger cuts" included should the funding not materialize. Even with the trigger cuts, should federal funding fail to appear, the Legislature and the Governor will have to make some significant cuts either in a special session or in January when they return. The Governor has not indicated he is going to call a special session. On September 30, the Governor issued a statement about the latest federal package. He noted that if passed and signed by the President, the \$436 billion in assistance for state and local governments, if provided by October 15, would "help California avoid difficult reductions in the 2020-21 fiscal year.

Ultimately, members were unable to craft an economic stimulus package before the end of session and no climate resilience bond was passed for the November ballot. The next opportunity for a bond will be on the March of 2022 ballot.

The Governor had until September 30 to act on all of the measures sent to him by the Legislature- IEUA was only waiting on the final results of two measures:

AB 2560 (Quirk) is CMUA and OCWD's bill on procedures for establishing notification and response levels at the SWRCB. The measure has easily moved through the Assembly and Senate committee and full house processes and is on the Governor's desk for signature. The SWRCB voiced some concerns over the bill, but ultimately, the Governor signed the measure.

SB 1386 (Moorlach) is the bill addressing the class action lawsuit on the how water from fire hydrants is treated under Prop. 218. IEUA has joined a very long list of supporters of this legislation and the bill moved easily through the Assembly and the Senate and was signed by the Governor.

Barring no special session, members will return to their districts for the fall campaign season and return to Sacramento in December for a swearing in ceremony and in January to begin the 2021-2022 Legislative Session.

**IEUA BILL POSITIONS—October 1--- FINAL OUTCOMES**

<b>Bill Number</b>	<b>Author/Sponsor</b>	<b>Title and/or Summary</b>	<b>Summary</b>	<b>IEUA Position</b>
AB 1672	Bloom  CASA	Product labeling: flushable products	Current law regulates the labeling requirements on various consumer products. This bill would express the intent of the Legislature to enact legislation to prohibit the sale or advertisement of any nonwoven disposable product labeled as “flushable” or “sewer and septic safe” if that product fails to meet specified performance standards.	SUPPORT  FAILED in Senate Appropriations Committee
AB 1659	Bloom	Large electrical corporations: wildfire mitigation: securitization	Would enact the Wildfire Prevention and Community Resilience Act of 2020 and would require the Natural Resources Agency, in consultation with the Public Utilities Commission, to adopt an interim expenditure plan and an expenditure plan that are focused on reducing wildfire risk on the ground and in communities through activities such as defensible space implementation, home hardening, improved public safety, including expenditures to add trained emergency medical technicians to the workforce, and other authorized activities, as well as to prepare residents for wildfires through public education and outreach, as provided. The bill would establish the Wildfire Prevention and Community Resilience Fund and, upon appropriation by the Legislature, would require moneys in the fund be used for the implementation of those plans.	OPPOSE  Not taken up for a vote on Senate Floor
AB 2093	Gloria	Public records: writing transmitted by electronic mail: retention	Would, unless a longer retention period is required by statute or regulation, or established by the Secretary of State pursuant to the State Records Management Act, require a public agency, for purposes of the California Public Records Act, to retain and preserve for at least 2 years every public record, as defined, that is transmitted by electronic mail.	OPPOSE  FAILED Assembly Appropriations Committee
AB 2182	Rubio	Emergency backup generators: water and wastewater facilities: exemption	Would exempt the operation of an alternative power source, as defined, to provide power to a critical facility, as defined, from any local, regional, or state regulation regarding the operation of that source. The bill would authorize providers of essential public services, in lieu of compliance with applicable legal requirements, to comply with the maintenance and testing procedure set forth in the	SUPPORT  Assembly Utilities and

	<i>ACWA Sponsored</i>		<i>National Fire Protection Association Standard for Emergency and Standby Power System, NFPA 110, for alternative power sources designated by the providers for the support of critical facilities.</i>	<i>Energy Committee</i>  <i>DROPPED BY AUTHOR</i>
AB 2560	Quirk  OCWD/CMUA Sponsored	Water quality: notification and response levels: procedures	The California Safe Drinking Water Act requires the State Water Resources Control Board to adopt drinking water standards for contaminants in drinking water based upon specified criteria and requires any person who owns a public water system to ensure that the system, among other things, complies with those drinking water standards. The act requires a public water system to provide prescribed notices within 30 days after it is first informed of a confirmed detection of a contaminant found in drinking water delivered by the public water system for human consumption that is in excess of a maximum contaminant level, a notification level, or a response level established by the state board. This bill would require the state board to comply with specified public notice and comment and peer review procedures, as prescribed, when establishing or revising notification or response levels.	SUPPORT  Signed by Governor
AB 3030	Kalra	<i>Resource conservation: land and ocean conservation goals</i>	<i>Would declare it to be the goals of the state by 2030 to protect at least 30% of the state's land areas and waters; to help advance the protection of 30% of the nation's oceans; and to support regional, national, and international efforts to protect at least 30% of the world's land areas and waters and 30% of the world's ocean.</i>	OPPOSE  <i>Held on Senate Appropriations Suspense</i>
ACA 1	Aguiar-Curry	<i>Local government financing: affordable housing and public infrastructure: voter approval</i>	<i>The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real</i>	SUPPORT  <i>Failed Passage on Assembly Floor</i>

			<i>property for those purposes, if the proposition proposing that tax is approved by 55% of the voters.</i>	
<i>SB 414</i>	<i>Caballero</i>  <i>Eastern MWD/ CMUA</i>	<i>Small System Water Authority Act of 2019</i>	<i>Would create the Small System Water Authority Act of 2019 and state legislative findings and declarations relating to authorizing the creation of small system water authorities that will have powers to absorb, improve, and competently operate noncompliant public water systems. The bill, no later than March 1, 2020, would require the state board to provide written notice to cure to all public agencies, private water companies, or mutual water companies that operate a public water system that has either less than 3,000 service connections or that serves less than 10,000 people, and are not in compliance, for the period from July 1, 2018, through December 31, 2019, with one or more state or federal primary drinking water standard maximum contaminant levels, as specified.</i>	<i>SUPPORT</i>  <i>2- year bill</i>  <i>FAILED passage in Assembly Approps</i>
<i>SB 667</i>	<i>Hueso</i>	<i>Greenhouse Gasses: Recycling Infrastructure and Facilities</i>	<i>Would require the Department of Resources Recycling and Recovery to develop, on or before January 1, 2021, and would authorize the department to amend, a 5-year needs assessment to support innovation and technological and infrastructure development, in order to meet specified organic waste reduction and recycling targets, as provided. The bill would require, on or before June 1, 2021, the department, in coordination with the Treasurer and the California Pollution Control Financing Authority, to develop financial incentive mechanisms, including, among other mechanisms, loans and incentive payments, to fund and accelerate public and private capital towards organic waste diversion and recycling infrastructure.</i>	<i>SUPPORT IF AMENDED</i>  <i>2-year bill</i>  <i>FAILED passage in Assembly Appropriations</i>





			<i>upon appropriation by the Legislature, would require moneys in the fund be used for the implementation of those plans.</i>	
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Note: Bills in *ITALICAS* are no longer active.

**INFORMATION  
ITEM**

**5J**

# INNOVATIVE FEDERAL STRATEGIES, LLC

*Comprehensive Government Relations*

## MEMORANDUM

**To:** IEUA Community and Legislative Affairs Committee

**From:** Letitia White, Jean Denton, Drew Tatum, and Sarah Persichetti

**Date:** October 2, 2020

**Re:** September Monthly Legislative Update

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### *Continuing Resolution Passes House, Senate, Signed into Law by President Trump*

Early Thursday morning, President Trump signed legislation into law that would extend current levels of government funding into the new fiscal year. While appropriations authority technically expired at midnight, the very brief lapse in appropriations didn't trigger a government shutdown. The legislation, H.R.8337—the Continuing Appropriations Act, 2021, and Other Extensions Act (CR), received bipartisan support in the House and Senate.

On Tuesday, September 22, the House passed the CR by a vote of 359 to 57 under suspension of the rules, and the Senate passed the legislation on Wednesday, September 30, the last day of the fiscal year, by a vote of 84 to 10.

The CR will provide continued funding for federal government operations through December 11, 2020, and provide various authorization extensions, including the National Flood insurance program and federal surface transportation programs (i.e. the FAST Act), through the end of fiscal year 2021.

Before passing the CR, House leaders were forced to delay the vote on the original legislation because members were concerned that the funding provisions for the Commodity Credit Corporation (CCC) and the Pandemic EBT program, which provides food to low-income children, had not been included in the final negotiations even though both parties were nearing an agreement. Speaker Nancy Pelosi (D-CA) and Majority Leader Steny Hoyer (D-MD) likely pulled the original legislation from the floor to avoid an embarrassing loss on a procedural vote known as the “motion to recommit,” which is viewed as the minority party’s last chance to amend legislation before it is passed.

The agreement struck between the two parties adds \$8 billion in nutrition assistance programs and allows for the farm aid distributed through the CCC to continue but with measures sought by Democrats to prohibit payments to fossil fuel refiners and importers. It expands the expiring program providing low-income children with meals to include child care centers impacted by pandemic-related closures and gives states continued flexibility for food stamp requirements for another year.

House Democratic leadership had also faced pushback from some members of their own caucus about excluding the farm aid from the initial stopgap bill. Representative Cindy Axne (D-IA)

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stated in response to the exclusion of the aid “I am deeply frustrated that once again Washington is playing games with the vital aid that Iowa’s farmers need as they continue to struggle with the long-term effects of a public health crisis, an economic downturn, a trade war, and recent natural disasters.”

Expedited consideration of the CR in the Senate may have been held up by Senator Rob Portman (R-OH) who wanted to change the must-pass government funding bill to provide more money for the Lost Wages Assistance Program created to help those unemployed during the pandemic. Senator Portman indicated he would seek to offer an amendment to CR to ensure \$300 per week payments continue, proposing \$86.6 billion in extra spending to replenish the Disaster Relief Fund, which he said has been “tapped out” by natural disasters and for use in providing payments as part of the economic stimulus plans approved by Congress. Portman said the amendment would provide \$44 billion to states to ensure payments to unemployed and other funds would be used for disasters. Senator Portman did not have the opportunity, given procedural steps taken by Senate Majority Leader Mitch McConnell (R-KY), to offer his amendment before the legislation passed.

### ***Senators Debate SCOTUS Next Steps After Death of Ginsberg***

Supreme Court Justice Ruth Bader Ginsberg passed away on Friday, September 18 due to complications with metastatic pancreatic cancer. Justice Ginsberg, who was 87 years old at time of her death, spent 27 years on the nation’s top court and was the second woman to serve as an Associate Justice of the Supreme Court.

Seen as a moderate when President Bill Clinton nominated her to the bench in 1993, Justice Ginsburg went on to leave a lasting mark in the realm of gender equality, civil liberties and pay equity, and grew to achieve improbable late-in-life recognition as a pop culture icon and hero of the progressive movement.

The late Justice Anton Scalia, with whom Justice Ginsburg shared a great friendship despite their political differences, considered her the Thurgood Marshall of women’s rights, a reference to the legendary civil rights lawyer who helped end racial segregation before becoming the nation’s first African American Supreme Court justice.

Following a private ceremony for family, close friends and fellow justices in the morning on Wednesday, September 23, Justice Ginsburg lay in repose at the Supreme Court on Wednesday and Thursday and lay in state on Friday, September 25 in Statuary Hall in the Capitol.

Justice Ginsburg’s death came 46 days before the election, with many members of Democrat leadership calling for her seat to be filled next year. However, Senate Majority Leader Mitch McConnell vowed following the announcement of Justice Ginsburg’s death that Republicans will move to fill the Supreme Court vacancy saying, "President Trump’s nominee will receive a vote on the floor of the United States Senate."

On Saturday, September 25, President Donald Trump officially nominated Judge Amy Coney Barrett to fill the vacant seat left by Justice Ginsburg’s death. President Trump said in his

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announcement from the White House Rose Garden that Judge Barrett “is a woman of unparalleled achievement, towering intellect, sterling credentials and unyielding loyalty to the constitution.”

Judge Barrett, a former clerk for late Supreme Court Justice Antonin Scalia, was nominated by President Trump and confirmed in a 55-43 vote by the Senate to serve on the U.S. Court of Appeals for the 7th Circuit in 2017. Judge Barrett is a favorite among conservatives and was included on the shortlist to succeed former Justice Anthony Kennedy prior to President Trump nominating now-Supreme Court Justice Brett Kavanaugh.

In her remarks following her nomination, Judge Barrett pledged to model her judicial approach after that of Justice Scalia, whose emphasis on the meaning of legal text is now a pillar of conservative jurisprudence. “Judges are not policymakers, and they must be resolute in setting aside any policy views they might hold,” she said, noting that Justice Scalia had an “incalculable influence on my life.”

Judge Barrett also acknowledged the late Justice Ruth Bader Ginsburg, describing her as a trailblazer for women, noting that the late justice began her legal career at a time when women were not welcome into the profession. “She not only broke glass ceilings, but she smashed them,” Barrett continued. “She was a woman of enormous talent and consequences and her life of public service serves as an example to us all.”

Judge Barrett’s nomination, which had been expected, sets up what promises to be a dramatic confirmation process before the November presidential election.

Following declarations from Majority Leader McConnell’s announcement that the seat left vacant by the late Justice Ruth Bader Ginsburg would be filled by the end of the year, President Trump stated on Monday, September 21 that the Senate should vote to confirm his forthcoming Supreme Court nominee before Election Day, sending his clearest signal yet on the timing of a possible vote. “I think the vote, the final vote, should be taken, frankly, before the election. We have plenty of time for that,” Trump said.

Following announcements by Senators Susan Collins (R-ME) and Lisa Murkowski (R-AK) after Justice Ginsburg’s death that they would vote against a nominee brought before the Senate prior to the election, Senator Mitt Romney (R-UT), who was also considered a potential swing vote, confirmed that he would be open to consideration of sending a new judge to the high court before the election.

Republicans can afford three senators to oppose a vote before Election Day and still confirm Trump’s eventual nominee, assuming all Democrats in the upper chamber are against a vote. With Senator Romney’s expressed support for a vote, if the rest of the GOP caucus votes yes, Majority Leader McConnell will have 51 votes to confirm a nominee.

Tensions were high on the Senate floor in the debate on next steps for the court as Senate Minority Leader Schumer challenged Majority Leader McConnell’s statements regarding an existing precedent for confirming a Supreme Court nominee during an election year when both

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the Senate and the White House have been held by the same party. The last time a Supreme Court nominee was confirmed during an election year was in July 1916.

Minority Leader Schumer stated on the Senate floor on Wednesday, September 23, that "July is long gone. August is over. We're now at the end of September. And as you just heard, not from the Democratic Leader, but from the records in the Senate [after asking if the Secretary of the Senate shows records of a precedent] as spoken by the Chair, there is no precedent for confirming a Supreme Court Justice between July and Election Day."

Minority Leader Schumer also added concern over the nomination, stating the move was an assault on the ACA. "By nominating Judge Amy Coney Barrett to the Supreme Court, President Trump has once again put Americans' healthcare in the crosshairs," he said. Later, he added that he will not meet with Judge Barrett stating "why would I meet with a nominee of such an illegitimate process and one who is determined to get rid of the Affordable Care Act?"

Judge Barrett was on Capitol Hill on Monday to meet with key Republican Senators, including Majority Leader McConnell and Senate Judiciary Chairman Lindsey Graham (R-SC). Additional Democrats have stated they will not meet with Judge Barrett, including Senator Mazie Hirono (D-HI) and Senator Richard Blumenthal (D-CT), both of whom serve on the Senate Judiciary Committee. While meeting with the President's nominee is not required, it provides senators a first shot at questioning the Supreme Court nominee ahead of a high-profile hearing.

Republican senators said last weekend that they believe Judge Barrett will be confirmed by November. Additionally, Senate Minority Whip Dick Durbin (D-IL) acknowledged there is little Democrats can do to halt the confirmation of Trump's nominee. "We could slow it down perhaps a matter of hours, maybe days at the most, but we can't stop the outcome," he stated. "What we should do is to address this now respectfully."

The Senate Judiciary Committee is expected to start a four-day hearing for Judge Barrett's nomination on October 12th, followed up a possible floor vote before the end of October, just days before the November 3rd election.

The Supreme Court began its next term with opening conference on Tuesday September 29, with the first arguments of the term coming on Monday, October 5th. As a reminder, in the event of a 4-4 split vote amongst the justices before a new justice is confirmed, the lower court's ruling is effectively upheld.

### ***Covid Relief Legislation***

On Thursday October 1, the House passed a massive \$2.2 trillion package of coronavirus relief, lending political cover to party centrists in tough races while putting fresh pressure on Senate Republicans to move another round of emergency aid before the coming elections.

The vote arrived only after last-ditch negotiations between Speaker Nancy Pelosi (D-CA) and Treasury Secretary Steven Mnuchin on Thursday failed to yield a bipartisan agreement — after the two had talked numerous times throughout the week to try and find a deal.

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The legislation has almost no chance of becoming law – with a final vote in the House of 214 to 207, every Republican and 18 Democrat members voted against the legislation, and Senate Republicans and the White House both oppose the measure.

House Democrats released the updated \$2.2 trillion HEROES Act on Monday, claiming that the legislation served as a “proffer to Republicans to come to negotiations to address the health and economic catastrophe in our country,” in a last-ditch effort to pressure White House negotiators to come back to the table and strike a bipartisan deal before the election.

Republicans had made it clear they are not happy with the House Democrats’ new proposal. House Minority Whip Steve Scalise (R-LA) called on Republicans to oppose the bill in a whip notice to his conference on Tuesday. The memo called the bill a “messaging exercise” that “recycles the same socialist wish list that was offered” in Democrats’ earlier \$3.4 trillion proposal in May.

This pared-down HEROES Act — \$1.2 trillion less than the original bill passed by the House last spring — includes \$436 billion in emergency aid for state and local governments; \$225 billion for schools and child care; an additional round of \$1,200 stimulus checks for most Americans; money to restore \$600 expanded unemployment payments through January; \$75 billion for testing, contact tracing and other health care efforts; billions for housing assistance; and funding to shore up the census, U.S. Postal Service and elections.

HEROES Act 2.0 also includes a key provision backed by President Trump and Republican lawmakers - \$25 billion to stave off thousands of layoffs at passenger airlines, as well as \$3 billion for airline contractors. The beleaguered restaurant industry would receive \$120 billion in aid under the Democratic plan.

The latest COVID relief proposal by House Democrats comes after the White House and Congress restarted discussions on covid relief during the month of September, however little progress was made. Secretary Steven Mnuchin and Speaker of the House Nancy Pelosi restarted discussions by phone on Tuesday, September 1<sup>st</sup> for the first time since August 7<sup>th</sup>.

In the Senate, after weeks of disagreement within the Republican party on a COVID relief plan, Senate Majority Leader Mitch McConnell (R-KY) unveiled the roughly \$500 billion legislation, the Delivering Immediate Relief to America’s Families, Schools, and Small Business Act, on Tuesday, September 8th.

Senators voted 52-47 on Thursday, September 10<sup>th</sup> on the Republican bill, failing to reach the 60 votes necessary to invoke cloture on the legislation, which was offered as a substitute amendment. The vote marked the first coronavirus-related legislation the chamber has considered since it passed a \$484 billion package in April. GOP leadership worked behind the scenes to lock down 51 votes, a U-turn from August when Majority Leader McConnell predicted that up to 20 Republican senators would not vote for any additional coronavirus relief legislation. Senator Rand Paul (R-KY) was the only Republican to vote against the bill.

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After the failed vote in the Senate, lawmakers have been growing increasingly pessimistic about passing another coronavirus relief package ahead of the November election.

Despite Senate Republicans' dismal outlook on reaching an agreement with House Democrats after their "skinny" bill failed to pass, President Trump shook up the high-stakes debate over coronavirus relief in a tweet on Wednesday, September 16<sup>th</sup> by encouraging Republicans to "go for the much higher numbers" adding that "it all comes back to the USA anyway (one way or another!)"

Minutes after Trump's tweet, White House chief of staff Mark Meadows, who has been key negotiator throughout discussions over COVID relief legislation, said he was more "optimistic" about a potential for a deal than he had been in quite some time and characterized a \$1.52 trillion relief plan proposed by the bipartisan Problem Solvers Caucus (PSC) on Tuesday, September 15<sup>th</sup> as a "thoughtful suggestion" adding "It provides a foundation for us to come back to the table. ... It's not a show stopper".

Speaker Pelosi, as well as several members of House leadership, has pegged the PSC's proposed plan as "insufficient", despite at least 75% of PSC members supporting the package. Various members of Democrat leadership released a statement critical of the PSC plan saying it "falls short of what is needed to save lives and boost the economy."

During the second half of the month, COVID negotiations stalled with lawmakers' attention turned towards passing a continuing resolution (CR) to keep the government open after the end of the fiscal year. Secretary Mnuchin stated that after the Senate passes a CR, he would discuss additional COVID aid with Speaker Pelosi.

Federal Reserve Chairman Jerome Powell weighed in on the debate in September when he appeared before Congress to testify on the Federal Reserve's response to the pandemic, and the need for additional stimulus. During a hearing before the House Oversight Committee's special coronavirus subcommittee, Chairman Powell faced a partisan group of members who presented questions and discussion out of the Federal Reserve's domain. Chairman Powell rebuffed questions about the size and scope of another fiscal stimulus deal, voicing support for some form of aid but leaving the details to lawmakers to hash out.

Despite the overall tenor of the hearing, Powell did face several questions about what the Fed could do to help smaller businesses beyond the scope of its current emergency lending programs. Some Democratic members of the panel asked Powell to consider lowering the minimum loan threshold for the Fed's Main Street Lending Program (MSLP), a facility designed to help mid-sized businesses weather the pandemic. But Powell said the MSLP has seen virtually no demand for loans less than \$1 million and that the Fed is not well equipped to underwrite a flood of smaller loans that could lead to substantial taxpayer losses.

On Thursday, September 24<sup>th</sup>, Chairman Powell, in addition to Treasury Secretary Steven Mnuchin, appeared before the Senate Banking Committee. Secretary Mnuchin told Senators during the hearing that he has spoken to Speaker Pelosi "15 or 20 times in the last few days on

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the [Continuing Resolution] CR” and they had “agreed to continue to have discussions about the CARES Act.”

“We are encouraged that after months of the Senate Republicans insisting on shortchanging the massive needs of the American people, President Trump is now calling on Republicans to ‘go for the much higher numbers’ in the next coronavirus relief package,” Speaker Pelosi and Senator Schumer said in a joint statement after Trump’s tweet.

Additionally, on Thursday, September 24<sup>th</sup>, a group of House Democrats began circulating a new letter calling on Speaker Pelosi and Majority Leader Steny Hoyer to hold a vote on a bipartisan coronavirus relief package before Election Day.

The letter, led by Problem Solvers Caucus (PSC) Co-Chair Josh Gottheimer (D-NJ) and freshman Representatives Abigail Spanberger (D-VA) and Dean Phillips (D-MN) states “Passing a bipartisan COVID-19 relief package should be our number one priority in the coming days. It is our request that you continue to negotiate towards a bipartisan deal, and we stand ready to work with you to ensure that Americans can receive the urgent relief they need as quickly as possible.” The letter called for “much needed relief in the areas of: COVID-19 testing, state and local aid, unemployment insurance, direct stimulus payments, support for small businesses and non-profits, food security, broadband, funding for schools and child care, housing, and agriculture support”

### ***Interior Secretary Will Lead Bureau of Land Management***

The Department of the Interior will not name a new acting director to lead the Bureau of Land Management (BLM) after it’s leader was ousted by a federal judge. Instead the job will be left to Interior Secretary David Bernhardt.

A Montana-based U.S. district judge on Friday, September 25 ruled William Perry Pendley, the controversial acting director of BLM, "served unlawfully ... for 424 days" and enjoined him from continuing in the role.

The decision was in response to a suit from Montana Gov. Steve Bullock (D), who argued Pendley, whose nomination to lead the BLM was pulled by the White House last month, was illegally serving in his role through a series of temporary orders.

“I understand there may be some questions about the ruling on Friday regarding William Perry Pendley’s leadership role at the Bureau of Land Management,” Principal Deputy Assistant Secretary Land and Minerals Management Casey Hammond wrote in an email to BLM staff.

“Secretary Bernhardt leads the bureau and relies on the BLM’s management team to carry out the mission. Deputy Director for Programs and Policy, William Perry Pendley, will continue to serve in his leadership role.”

Putting Bernhardt at the helm of the agency appears to comply with the court order, critics say the move centralizes power for the agency in the highest political circles after relocating more

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than 200 Washington, D.C.,-based positions to Grand Junction, Colorado in order to bring employees closer to the lands they manage. The move leaves just 61 BLM employees in Washington, D.C.

Close observers of the BLM have complained the Trump administration has changed an organization that largely flew under the radar in previous administrations, responsible for balancing recreation and conservation on the nation's nearly 250 million acres of public lands with energy development and grazing interests.

"Mr. Pendley didn't sign off on as many decisions as he could have, probably because he knew this day would come," House Natural Resources Chairman Raúl Grijalva (D-AZ) said, whose committee oversees the BLM.

"We're still assessing the policy impacts of his tenure, but it's already clear that no user of public lands should have put any faith in this administration or Mr. Pendley to provide them with any certainty about anything," he said.

### ***EPA Questions Legality of California's Attempt to Phase Out Sales of Gas-Powered Cars***

The federal government is raising legal and practical questions about a recent California executive order attempting to end sales of gas-powered cars in the state by 2035.

Environmental Protection Agency (EPA) Administrator Andrew Wheeler wrote to California Governor Gavin Newsom on Monday, saying he believes California would need to request a waiver from his agency for the order to be implemented and implying that the state's electricity infrastructure is insufficient for a shift toward electric vehicles.

"While the [executive order] seems to be mostly aspirational and on its own would accomplish very little, any attempt by the California Air Resources Board to implement sections of it may require California to request a waiver to U.S. EPA," Administrator Wheeler wrote.

In a brief filed in the D.C. Circuit on Wednesday, September 9, the Trump administration said that California's rules limiting vehicle emissions won't reduce climate change and do nothing more than "disrupt orderly functioning of the national program."

In November, eleven environmental groups launched a lawsuit in the U.S. Court of Appeals for the District of Columbia Circuit, challenging the Environmental Protection Agency's September 2019 rescission of a waiver under the Clean Air Act that allows the Golden State to chart its own course on auto rules. The waiver announcement came as the National Highway Traffic Safety Administration issued a rule saying California's standards were preempted by federal law because they are related to fuel-economy standards.

State emissions standards requiring a greater fuel economy, such as greenhouse gas emissions standards, interfere with NHTSA's ability to make determinations on a national level, the agency said in its respondent brief filed Wednesday in the U.S. Court of Appeals for the District of Columbia Circuit. Though California can seek waivers for emissions standards, it does not need

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state-specific greenhouse gas vehicle emissions standards to meet “compelling and extraordinary conditions,” the NHTSA said in the brief.

Ian Fein, an attorney at the Natural Resources Defense Council, which joined the lawsuit, disputed that assertion in a statement citing the ongoing wildfires in the state. “No sane person would look at the blood-red sky outside my home and doubt that we are facing ‘compelling and extraordinary’ air quality conditions as a result of greenhouse gas emissions,” Fein said.

California, 22 other states, and electric carmakers and supporters have also sued over the waiver revocation. Many are also involved in separate litigation that targets the Transportation Department.

### ***GOP Lawmakers Seek to Cement Administration NEPA Rollback***

House Republicans are seeking to advance a bill that would legislatively cement many of the Administration’s controversial changes to a bedrock environmental law while adding additional provisions that would make it tougher to sue over major construction projects.

The new Republican bill, the Builder Act, includes many identical or similar provisions, capping environmental reviews to one or two years and limiting what sorts of alternatives could be considered before proceeding with a highway or pipeline.

Representative Garret Graves (R-LA), the sponsor of the legislation, said codifying Trump’s NEPA regulation would stop the “pendulum swinging back and forth between administrations.”

The bill follows the White House’s July rollback of the National Environmental Policy Act (NEPA), which for 50 years has required the government to weigh environmental and community concerns before approving pipelines, highways, drilling permits or any major action on federal lands.

“I applaud the administration’s monumental steps to produce a new final NEPA rule that’s going to have some advantages, but it needs to be codified,” said Representative Rob Bishop (R-UT), ranking member of the House Natural Resources Committee. “Congress got it wrong when they wrote it and has refused to change it, and now’s the time for Congress to get it right,” he added.

The Administration’s NEPA rollback is considered sweeping in its own right. The rewrite removes requirements to consider climate change before proceeding on a project, and protocols for weighing concerns from nearby communities — often communities of color — would become far more complex. It also opens the door for more industry involvement in reviewing the environmental effects of projects or nixing reviews entirely for some projects that receive little federal funding. President Trump has repeatedly called NEPA the “single biggest obstacle” to major construction projects.

The Administration’s new NEPA regulation has been widely criticized by environmental groups because of the barriers it put in place for those seeking to comment as major infrastructure projects are proposed. Those comments will now have to be more technical in nature, something

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that could require the often poor, often majority-minority communities where many projects are built to hire lawyers or environmental scientists.

Representative Graves said he believed his measure limiting suits would still encourage people to participate at the least burdensome stage of the process. “This actually requires participation in the process. This is a really important fix because you oftentimes can actually resolve issues through the NEPA process. There's much flexibility in looking at mitigation or looking at alternatives, and so what that does is it prevents, in many cases, items from ever even going before the courts,” he said, something that will prevent additional delays and expenses.

The Republican bill has almost no chance of advancing in the Democratic-led House, where this week lawmakers are instead expected to advance legislation that would boost research and development funding for most types of energy, and will be focused on potential covid relief legislation.

### ***Lawmakers Dismiss Talk of Expanding Supreme Court, Nixing Filibuster***

Senate Democrats are tamping down talk of expanding the Supreme Court if Republicans fill the seat held by the late Justice Ruth Bader Ginsburg.

Following Justice Ginsburg’s death on Friday, September 18th, and discussion among Senate Republicans of filling the vacancy prior to the election, progressive activists and some lawmakers have raised the idea of expanding the court, arguing the party needs to be ready to take bold steps if they have the Senate majority and the White House next year while facing a 6-3 conservative court.

The effort would tie together two controversial ideas: nixing the 60-vote legislative filibuster and then passing legislation to add seats to the Supreme Court, which has been set at nine justices since 1869. But several Democratic senators, including senior members of the caucus, are shooting down the idea altogether or warning that debating it now is a distraction from the fight over Ginsburg’s seat.

Senator Dianne Feinstein (D-CA), current Ranking Member of the Senate Judiciary Committee who would likely chair the Committee if Democrats win back the majority, is against nixing the legislative filibuster, which would be a necessary first step to adding seats to the court.

“Well, I don’t believe in doing that, I think. I think the filibuster serves a purpose. ... I think it’s part of the Senate that differentiates itself,” Senator Feinstein stated.

What to do about the legislative filibuster has been a point of rolling debate for Senate Democrats as they’ve seen increasing odds that they will win the majority in November. But the debate was turbocharged by Justice Ginsburg’s death and Senate Majority Leader Mitch McConnell’s near-immediate vow that Republicans would hold a vote on the Senate floor this year on whomever President Trump nominates, with supporters claiming that the high court should be expanded to balance out seats they believe were “stolen” by Republicans since 2016.

### ***House Readies Bill to Legalize, Tax Marijuana***

The House could take up a measure this year to legalize and tax marijuana at the federal level, marking the first time one of the chambers has voted to decriminalize the drug according to a letter from Senate Majority Leader Steny Hoyer.

While 11 states and Washington, D.C., allow recreational use, and many more states make allowances for medicinal purposes, it is still a federally outlawed substance. Lawmakers have floated various measures to aid cannabis companies, and to resolve the conflict between state laws and the federal ban.

H.R. 3884, the Marijuana Opportunity Reinvestment and Expungement Act of 2019 or MORE Act of 2019, sponsored by House Judiciary Chairman Jerry Nadler (D-NY), would remove marijuana from federal drug schedules under the Controlled Substances Act and expunge convictions for marijuana offenses. It also would impose a 5% federal excise tax on the sale price of cannabis products and use the revenue to support people arrested for drug offenses, including past offenders who want to participate in the cannabis.

The bill would also change any references to “marijuana” or “marihuana” in federal statutes to “cannabis.”

The bill would require the Small Business Administration (SBA) to carry out a Cannabis Opportunity Program that would provide loans to cannabis businesses owned by socially and economically disadvantaged people. The measure also would amend several SBA programs to ensure that state-approved cannabis businesses and service providers qualify for small business aid. The provision would cover small business development centers, women’s business centers, the SCORE program, veterans business outreach centers, 7(a) loans, disaster loans, microloans, and state and local development company loans.

The legislation faces long odds in the GOP-led Senate where similar legislation, S. 2227 has been introduced by Senator Kamala Harris (D-CA). “I am fervently committed to getting this done,” Senate Minority Leader Chuck Schumer (D-NY) said about the legalization, but said he needs a Democratic Senate to make it happen.

Earlier this month, the House Energy and Commerce Committee advanced a separate measure that would reduce barriers for marijuana research. House Democrats have also passed legislation to expand pot companies’ access to the banking system. While the House had hoped to consider the legislation during the week of September 21<sup>st</sup>, disagreements within the Democratic Caucus have temporarily delayed the legislation from coming to the floor, though Majority Leader Steny Hoyer has promised the bill’s sponsors that he will bring the legislation to the floor before the end of the year.

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### ***Senate Legislation to Provide Disaster Tax Relief for Individuals, Businesses***

A bipartisan group of senators on Wednesday, September 16<sup>th</sup>, offered legislation to provide tax relief to individuals and businesses affected by natural disasters, such as August's derecho in the Midwest, the wildfires in western states, and Hurricanes Laura and Isaias.

The bill was introduced by Senators Joni Ernst (R-IA), Chuck Grassley (R-IA), Dianne Feinstein (D-CA), Bill Cassidy (R-LA), and John Kennedy (R-LA) — all of whom represent states impacted by disasters in recent months.

The bill includes several tax provisions that would apply to individuals and businesses in regions that are designated as presidentially declared disaster areas from July 1 through 60 days after the bill's enactment.

It includes provisions to remove penalties on early withdrawal from retirement accounts, suspend limits on deductions for certain charitable contributions and provide an employee retention tax credit. It would also allow low-income individuals to use their previous year's income when claiming certain tax credits, so that they don't receive smaller credits for 2020 if their incomes declined as a result of the disaster.

Congress has enacted similar disaster tax relief provisions in the past. An omnibus spending package enacted in December included provisions to provide tax relief for individuals and businesses affected by disasters that occurred in 2018 and 2019.

Senator Grassley encouraged Congress to pass the bill before the 2021 tax filing season begins “so that families, farmers and businesses have enough time to use this relief for a swift recovery.”

### ***Senators Reach Agreement on Stalled Energy Bill***

On Thursday, September 10, Senate Environment and Public Works Chairman John Barrasso (R-WY), Ranking Member Tom Carper (D-DE), and Senator John Kennedy (R-LA) agreed to change an amendment offered last winter to S. 2657, the American Energy Innovation Act (AEIA). The bipartisan amendment would authorize a 15-year phasedown of hydrofluorocarbons (HFCs), greenhouse gases found in refrigeration and air conditioning.

“With this agreement, we now have a clear path in Congress to enact and implement a nationwide phasedown of hydrofluorocarbons,” Carper said of the amendment.

The energy package, offered by Senators Lisa Murkowski (R-AK) and Joe Manchin (D-WV), was temporarily sidelined earlier this year over a dispute on HFCs language related to state authority. The agreement could mean a revival of the energy package in September or before the end of the year, a priority for Murkowski during her last term as head of the Energy and Natural Resources Committee who touted the AEIA at the time of its introduction as the best chance to modernize the country's energy policies.

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Prior to the compromise, Barrasso, the White House, and other critics opposed the measure because it did not include language that would have preempted states from setting their own stricter HFC standards. They argued that this would have created uncertainty for manufacturers. The new amendment would prevent state and local government from regulating HFCs for at least five years, though this could be extended to 10 years if there are not sufficient substitute chemicals for an HFC use.

The revised language would require EPA to put in place an 85% phasedown of HFC production and consumption, so they reach roughly 15% of their 2011-2013 average annual levels by 2036. It would protect “essential uses” of HFCs, in equipment and sprays that have no substitute chemicals at the moment.

### ***House Holds Hearing on Financial Aid for States and Territories During Pandemic***

Earlier in the month, the House Committee on Financial Services held a virtual hearing titled “The Need for Financial Aid to America’s States and Territories During the Pandemic: Supporting First Responders, Assisting Schools in Their Efforts to Safely Educate, and Preventing Mass Layoffs”.

The hearing, which lasted almost four and a half hours, came as the debate over additional fiscal aid for state and local governments remains one of the biggest hurdles between Republican and Democrats as they seek to pass new COVID relief legislation.

Throughout the various attempts at COVID relief legislation, there have been varying numbers set forth by the White House and lawmakers. The most recent updated HEROS Act provides \$436 billion in emergency aid for state and local governments, although it is unclear if this bill is something that Senate Republicans would consider.

During Chairwoman Maxine Waters’ (D-CA) opening statements, she stated that states and territories need additional financial support for first responders and schools. She criticized COVID relief legislation being considered in the Senate as not having funding for states and territories and denounced the White House response and President Trump’s threat to cut off funding to state governments.

During the hearing, four Democratic governors called for continued fiscal aid for small businesses and assistance to homeowners and renters, and increased support for PPE for schools and essential workers. Minnesota Governor Tim Waltz stated he is incredibly thankful to Congress for the passage of the CARES Act but asked Congress to continue to keep states in mind throughout negotiations.

Other topics that were prevalent among witnesses and members during the question and answer portion of the hearing included specifics about the financial strain states have been burdened with due to the pandemic, and the need for additional aid to combat unemployment. Democrats stated that funding for state and local governments is critical as they are the main actors on the front lines of the pandemic and expressed the disproportionate impact of the pandemic on rural and minority communities.

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Despite calls for additional funding from the governors and Democratic members of the committee, Douglas Holtz-Eakin, President of the American Action Forum and the Republican witness, testified that he doesn't believe Congress should be looking to past recessions as to how to address this one – a statement that many Republican members echoed during their time for questions. Republican members also argued that there is a lack of data and analysis for need by states in relation to coronavirus expenses and getting the population back to work, and that getting people back to work is best way to economic recovery.

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
H.R. 8337	Rep. Nita Lowey (D-NY)	Making continuing appropriations for fiscal year 2021, and for other purposes.	This bill provides continuing FY2021 appropriations to federal agencies through December 11, 2020, and extends several programs. The CR funds most programs and activities at the FY2020 levels with several exceptions that provide funding flexibility and additional appropriations to various programs.	<p>The legislation was introduced on September 22, 2020 by Representative Lowey, Chair of the House Appropriations Committee.</p> <p>The bill passed in the House under suspension of the rules by a vote of 359-57 in the evening of September 22nd. The Senate passed the legislation on September 30th, the last day of the fiscal year.</p> <p>President Trump signed the legislation into law late in the early morning hours of October 1, 2020.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
H.R. 7608	Rep. Nita Lowey (D-NY)	<p style="text-align: center;">First House Minibus Appropriations Package: State, Foreign Operations, Agriculture, Rural Development, Interior, Environment, Military Construction, and Veterans Affairs Appropriations Act, 2021</p>	<p>The \$259.5 billion four appropriation bill package included \$36.76 billion for the Interior, Environment spending bill in which the Environmental Protection Agency would receive a near-record \$9.38 billion and Interior would get \$13.83 billion in discretionary appropriations under the legislation.</p> <p>The measure includes \$15 billion for a new emergency critical infrastructure fund, \$2.35 billion for the wildfire suppression cap adjustment, and \$12.9 million in additional funds for research on PFAS, “forever chemicals” found in nonstick consumer goods and firefighting foam.</p>	<p>Representative Lowey, Chair of the House Appropriations Committee, introduced the first minibus on July 13, 2020.</p> <p>Amendments from members were due to the Committee on July 20, and the legislation passed in the House on July 24 by a vote on 224-189. Republicans voted against the measure unanimously, objecting to the "emergency" spending titles, which they say violates the Bipartisan Budget Act agreed to last year.</p> <p>The spending bills face an unlikely path to the president’s desk before the new fiscal year begins on October 1. Without funding bills or a continuing resolution — a stopgap measure that extends current funding levels — the government would shut down.</p> <p>Moreover, the Senate has yet to introduce their versions of the fiscal year 2021 appropriations bills, and are not expected to do so until after August recess.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
H.R. 7617	Rep. Pete Visclosky (D-IN)	Second House Minibus Appropriations Package: Defense, Commerce, Justice, Science, Energy and Water Development, Financial Services and General Government, Homeland Security, Labor, Health and Human Services, Education, Transportation, Housing, and Urban Development Appropriations Act, 2021	The measure totals over \$1.3 trillion and included \$60 million for WaterSMART Grants; \$2.1 million for Water Conservation Field Services Program; \$4.179 million for Cooperative Watershed Management; \$2 million for Basin Studies; \$5 millions Drought Responses & Comprehensive Drought Plans; \$5 million for Basin Studies and \$63.665 million for Title XVI Water Reclamation and Reuse Program and an additional \$300 million in emergency appropriations for WaterSMART grants and \$50 million for the Title XVI program. ?	The legislation was introduced in the House on July 16, 2020  The measure passed the House by a vote of 217 to 197, with no Republicans supporting the bill and 12 Democrats joining them in opposition.  The Senate has yet to introduce their versions of the fiscal year 2021 appropriations bill, and are not expected to do so until after August recess.
<a href="#">H.R. 8406</a>	Rep. Nita Lowey (D-NY)	The Heroes Act	The legislation introduced by House Democrats is \$1.2 trillion less than the original bill passed by the House last spring — includes \$436 billion in emergency aid for state and local governments; \$225 billion for schools and child care; an additional round of \$1,200 stimulus checks for most Americans; money to restore \$600 expanded unemployment payments through January; \$75 billion for testing, contact tracing and other health care efforts; billions for housing assistance; and funding to shore up the census, U.S. Postal Service and elections.	The legislation was introduced by Rep. Nita Lowey, Chair of the House Appropriations Committee, on Monday, September 29.  The legislation passed the House on Thursday, October 1, by a vote of 214-207 with every Republican member and 18 Democrat lawmakers voting against the legislation.  The bill is unlikely to move forward in its current state, as both Republican Senators and the White House have expressed disapproval of the legislation.

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
H.R. 4447	Rep. O'Halleran, Tom (D-AZ)	Expanding Access to Sustainable Energy Act of 2019 [Clean Economy Jobs and Innovation Act]	<p>The legislation combines several bills that aim to boost green infrastructure and energy efficiency in buildings, and invest in renewable technologies, energy sources, and workforce training. The measure includes provisions to improve the electricity grid and broaden investments and access to electric vehicles. A section on environmental justice includes several grant programs for underserved communities.</p>	<p>The package was originally introduced by Representative Tom O'Halleran on September 20, 2019. A mark-up session on the legislation was held on September 9, 2020, and the legislation passed the House on September 24th by a vote of 220-185.</p> <p>The House vote fell down partisan lines with criticism from House Republicans. The White House has threatened to veto the bill.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
<a href="#">H.R. 3884/</a> <a href="#">S.2227</a>	Rep. Jerry Nadler (D-NY)	Marijuana Opportunity Reinvestment and Expungement Act of 2019	This legislation removes marijuana from the list of scheduled substances under the Controlled Substances Act and eliminates criminal penalties for an individual who manufactures, distributes, or possesses marijuana.	<p>In the House, the legislation was introduced on July 23, 2019 by Rep. Jerry Nadler. On November 21, 2019, the House Judiciary Committee held a mark-up of the legislation.</p> <p>While the House had hoped to consider the legislation during the week of September 21, 2020, disagreements within the Democratic Caucus have temporarily delayed the legislation from coming to the floor, though Majority Leader Steny Hoyer has promised the bill's sponsors that he will bring the legislation to the floor before the end of the year.</p> <p>The Senate legislation was introduced by Sen. Kamala Harris on July 23, 2019 and referred to the Committee on Finance. While the legislation faces long odds in the GOP-led Senate, Senator Minority Leader Chuck Schumer has expressed his commitment to getting the legislation passed.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
<a href="#">S.4596</a>	Sen. Ernst, Joni (R-IA)	Disaster Tax Relief Act of 2020	<p>The legislation includes several tax provisions that would apply to individuals and businesses in regions that are designated as presidentially declared disaster areas from July 1 through 60 days after the bill's enactment.</p> <p>The legislation includes provisions to remove penalties on early withdrawal from retirement accounts, suspend limits on deductions for certain charitable contributions and provide an employee retention tax credit. It would also allow low-income individuals to use their previous year's income when claiming certain tax credits, so that they don't receive smaller credits for 2020 if their incomes declined as a result of the disaster.</p>	<p>The legislation was introduced by Sen. Joni Ernst on September 16, 2020.</p> <p>The legislation has bipartisan support.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
H.R. 7575	Rep. DeFazio (D-OR)	Water Resources Development Act of 2020	<p>The legislation would help build, repair, and maintain a wide variety of water infrastructure projects.</p> <p>In addition, the U.S. Army Corps of Engineers would be authorized to start several navigation, flood control, storm damage, and other water-related infrastructure projects. The bill also directs the Corps to undertake an inventory of water resources development projects and associated properties that are or may be contaminated with PFAS, and to develop a plan to remediate and limit potential human exposure to the contamination. In Southern California, the Corps would be required to expedite a study on the Seven Oaks Dam related to adding additional authorized purposes.</p>	<p>The bill was introduced July 13, 2020.</p> <p>The measure was favorably approved out of committee on July 24, 2020 and passed the House on July 31, 2020 by voice vote.</p> <p>After passing the House the bill is now awaiting consideration in the Senate. Senate EPW Committee Chairman John Barasso (R-WY) has indicated a willingness to consider the House-passed bill.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
H.R. 6084	Rep. Suzanne Bonamici (D-OR)	Water Power Research and Development Act	To provide for a program of hydropower, pumped storage, and marine energy research, development, demonstration, and commercial application, and for other purposes.	<p>The legislation was introduced on March 4, 2020 and referred to the Subcommittee on Energy of the House Committee on Science, Space, and Technology.</p> <p>On March 12, 2020, the Subcommittee on Energy held a Mark-up Session, and the legislation forwarded by the Subcommittee to Full Committee for Voice Vote.</p> <p>No actions on the bill have been taken since March.</p>
H.R. 2	Rep. DeFazio (D-OR)	Moving Forward Act	<p>The bill combines multiple pieces of legislation to authorize funds for Federal-aid highways, highway safety programs, and transit program.</p> <p>The measure includes \$25 billion for drinking water, \$100 billion for broadband, \$70 billion for clean energy projects, \$100 billion for low income schools, \$30 billion to upgrade hospitals, \$100 billion in funding for public housing and \$25 billion for the postal service and allocates approximately \$500 billion to further green efforts.</p>	<p>The legislation was introduced in the House on June 11, 2020.</p> <p>On June 17, 2020 the Subcommittee on Highways and Transit discharged the measure and the bill for consideration by the Committee on Transportation and Infrastructure.</p> <p>Following the mark up the bill was ordered to be reported out of committee. On Monday, June 29, 2020 the Rules Committee met to discuss the procedure and rules for the bill's consideration on the House floor.</p> <p>The House voted on the measure on Wednesday, July 1 and passed the legislation by a vote of 233 – 188. The Administration opposes the legislation and the President will likely veto the bill in its current form.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
H.R. 6622	Rep. David McKinley (R-WV)	Assuring Quality Water Infrastructure Act	<p>The bill amends the Safe Water Drinking Act to establish a grant program for improving operational sustainability by small public water systems.</p> <p>The bill would authorize \$5 million to execute this program for each of the fiscal years 2021 - 2025.</p>	The legislation was introduced on April 24, 2020, and referred to the House Committee on Energy and Commerce.

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
H.R.6800	Rep. Nita Lowey (D-NY)	The HEROES Act	<p>The bill provides over \$3 trillion to federal agencies, state and local governments, small businesses, and individuals.</p> <p>The measure also would authorize and provide \$5 billion for the Housing and Urban Development Department's Community Development Block Grant program. The grant funds would have to be allocated to state and local recipients within 30 days of the bill's enactment according to an existing formula. Emergency grants could be made over 121 consecutive months, instead of three months, for entities that provide families with food, clothing, housing, and more.</p> <p>In addition, outlined within the legislation, and some would say key to successfully reopening, the measure would authorize and appropriate \$75 billion for a Covid-19 National Testing and Contact Tracing initiative.</p>	<p>The legislation was introduced on May 12, 2020.</p> <p>On May 15, 2020 the measure passed the House by a vote of 208 - 199.</p> <p>The bill has not been well received in the Senate. Majority Leader Mitch McConnell(R-KY) has indicated that a Senate version will likely be notably different than the House passed version.</p> <p>The Senate Committee on Small Business held hearings on the legislation on July 23.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
S.3752 / H.R.6954	Sen. Robert Menendez (D-NJ) / Sen. Bill Cassidy (R-LA)  Reps. Mikie Sherril (D-NJ) / Rep. Peter King (R-NY)	SMART Act	<p>The State and Municipal Assistance for Recovery and Transition (SMART) Act targets \$500 billion in emergency funding to every state, county and community in the country, while prioritizing assistance to the areas with the greatest need.</p> <p>These funds could be used to help state and local governments meet the current demand, expand testing capacity and contact tracing, provide further assistance to residents, local hospitals, small businesses and schools, in addition to maintaining critical services residents depend upon. The funding would be divided into equal thirds to provide funding based on population size, infection rates, and revenue losses.</p>	<p>The legislation was introduced on May 18 in the Senate and on May 19 in the House.</p> <p>Either a substitute amendment or new legislation negotiated by the bipartisan group of Members is expected to be introduced reflecting updated provisions agreed to by the coalition.</p> <p>The legislation has been referred to the respective committees of jurisdiction in the House and Senate.</p> <p>The Senate Committee on Banking, Housing, and Urban Affairs held a hearing on the legislation on June 2.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
H.R.7073/ S.4308	Rep. John Garamendi (D-CA)/ Sen. Krysten Sinema (D-AZ)	Special Districts Provide Essential Services Act	<p>The legislation would provide special districts access to the Coronavirus Relief Fund established in the CARES Act (H.R.748). The Coronavirus Relief Fund, as enacted, provided \$150 billion for the remainder of fiscal year 2020, which ends on September 30, 2020, for State and Tribal governments and units of local governments.</p> <p>Special districts would also be determined “eligible issuers” for the Federal Reserve’s Municipal Liquidity Facilities Program.</p>	<p>The House legislation was introduced on June 1, 2020 and referred to the House Committee on Oversight and Reform and Committee on Financial Services.</p> <p>Companion legislation was introduced in the Senate on July 23, 2020 and referred to the Senate Committee on Finance.</p> <p>The Senate version of the legislation also has bipartisan cosponsorship.</p>
S.3591	Sen. John Barrasso (R-WY) / Tom Carper (D-DE)	America’s Water Infrastructure Act of 2020	Provides roughly \$17 billion in new federal authorizations to invest in infrastructure projects across the country, sets a 2-year goal for completing feasibility studies for potential projects by the Corps, and reauthorizes the WIFIA program administered by the EPA.	<p>The legislation was introduced on May 4, 2020, and referred to the Committee on Environment and Public Works.</p> <p>On May 11, 2020, the legislation was reported by Senator Barrasso with an amendment in the nature of a substitute, and placed on the Senate Legislative Calendar under General Orders.</p> <p>The legislation has bipartisan cosponsorship.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
S.3590	Sen. John Barrasso (R-WY) / Tom Carper (D-DE)	Drinking Water Infrastructure Act of 2020	The measure would provide roughly \$2.5 billion in authorizations, including reauthorizing a Safe Drinking Water Act emergency fund, and \$300 million in grants for cleaning drinking water of emerging contaminants, particularly toxic PFAS.	<p>The legislation was introduced on May 4, 2020, and referred to the Committee on Environment and Public Works.</p> <p>On May 11, 2020, the legislation was reported by Senator Barrasso with an amendment in the nature of a substitute, and placed on the Senate Legislative Calendar under General Orders.</p> <p>The legislation has bipartisan cosponsorship.</p>
S.1932	Sen. Cory Gardner (R-CO) / Sen. Dianne Feinstein( D-CA)	Drought Resiliency and Water Supply Infrastructure Act	<p>This legislation would authorize and/or reauthorize surface and groundwater storage and supporting projects, water recycling and reuse projects, and desalination projects. It would also establish an infrastructure finance and innovation pilot program at the Bureau of Reclamation. The legislation would also establish a process to deauthorize Bureau of Reclamation projects that have failed to receive a minimum federal investment or initiate construction.</p> <p>The bill would increase support for water infrastructure projects that are likely to provide a more-reliable water supply and increase the water management flexibility and water reliability.</p>	<p>The legislation was introduced on June 20, 2019. The Water and Power Subcommittee of the Energy and Natural Resources Committee held hearings on July 18, 2019.</p> <p>A markup has not been scheduled due to disagreements between the Ranking Member and Sponsors of the legislation.</p> <p>Senator Dianne Feinstein is expected to release an updated version of the bill.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
Draft Legislation	Rep. Jared Huffman (D-CA)	FUTURE Drought Act	Representative Huffman's draft legislation includes three titles on: Infrastructure Development, Improved Technology and Data, and Ecosystem Protection and Restoration. The draft legislation would create a water storage program, includes authorization of funding for desalination projects, created an water infrastructure fund, and extends and expands the WaterSMART program.	Much of this legislation was incorporated into H.R.2 (information above).
S. 2356	Sen. Mike Braun (R-IN)	Define WOTUS Act of 2019	The measure would create a new WOTUS definition the void the previous Obama era definition that is currently tied up in litigation.	The legislation was introduced on July 31, 2019 and referred to the Committee on Environment and Public Works.
S. 1087	Sen. John Barrasso (R-WY)	Water Quality Certification Improvement Act of 2019	The measure would amend the Federal Water Pollution Control Act to make changes with respect to water quality certification.	The measure was introduced in the Senate on April 19, 2019 and was referred to Committee on Environment and Public Works.  On November 19, 2019 the committee held a hearing to discuss impacts of the act if implemented.
H.R. 1764	Rep. John Garamendi (D-CA)	The bill to amend the Federal Water Pollution Act	The legislation would amend the Federal Water Pollution Control Act with respect to permitting terms, and for other purposes.	Introduced on March 15, 2019 and then referred to the Subcommittee on Water Resources and Environment.  This legislation has bipartisan cosponsorship and hearings were held on the measure in November 2019.

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
H.R.1497	Rep. Peter DeFazio (D-OR)	Water Quality Protection and Job Creation Act of 2019	<p>Requires a report to Congress on the current and future workforce needs for publicly owned treatment works and information on steps taken to meet those needs.</p> <p>Reauthorizes sections of the Federal Water Pollution Control Act that provide grants to States and interstate agencies, including:  State Management Assistance: Section 106(a);  Watershed Pilot Projects: Section 122(c);  Alternative Water Source Projects Pilot Program: Section 220(d);  Sewer Overflow and Stormwater Reuse Municipal Grants: Section 221(f)1); and  State Water Pollution Control Revolving Funds.</p> <p>Changes the length of permits for NPDES permits to not exceeding 10 years in certain circumstances.</p>	<p>Introduced on March 6, 2019 and referred to the Subcommittee on Water Resources and Environment of the House Transportation Committee.</p> <p>The Committee marked up the legislation and reported it with an amendment in the nature of a substitute--expanding the scope of the legislation.</p> <p>On September 4, 2020, the legislation was placed on the House Calendar.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
H.R. 1508 / S. 146	Rep. Blumenauer (D-OR) / Sen. John Hoeven (R-ND)	Move America Act of 2019	The measure would amend the Internal Revenue Code of 1986 to provide for Move America bonds and Move America credits which would be applicable to projects relating to flood diversions, inland waterways, sewage facilities.	<p>The House bill was introduced on March 5, 2019 and then referred to the House Committee on Ways and Means.</p> <p>Note: All tax issues are likely to be addressed as part of a larger tax package. The Ways and Means Committee is considering forming a tax extenders package, which would be the most likely venue for this legislation.</p> <p>The Senate bill was introduced in the Senate on January 16, 2019 and referred to the Senate Committee on Finance.</p>
H.R.1162	Rep. Grace Napolitano (D-CA)	Water Recycling Investment and Improvement Act	This legislation would create a competitive grant program for the funding of water recycling and reuse projects by raising the authorization cap for the Title XVI program from \$50 million to \$500 million. The legislation would also raise the authorization cap from \$20 million to \$30 million for the Reclamation Wastewater and Groundwater Study and Facilities Act.	<p>Introduced in the House on February 13, 2019.</p> <p>The House Natural Resources Subcommittee on Water, Oceans, and Wildlife held a hearing on the legislation on June 13, 2019.</p> <p>On March 11, 2020, the House Natural Resources Committee held a mark-up on the legislation and it was ordered to be reported out of Committee by a vote of 19-12.</p> <p>Elements of the bill were incorporated into H.R.2 (above).</p>
S. 361/H.R. 807	Sen. Cory Gardner (R-CO) / Rep. Ken Buck (R-CO)	Water and Agriculture Tax Reform Act of 2019	The measure would work to amend the Internal Revenue Code of 1986 to facilitate water leasing and water transfers to promote conservation and efficiency.	Introduced and referred to the Committee on Finance (Senate) and Ways and Means Committee (House). Neither chamber has recently engaged on the measures.

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
H.R.579	Rep. Scott Tipton (R-CO)	Water Rights Protection Act of 2019	This bill would prohibit the conditioning of any permit, lease, or other use agreement on the transfer of any water right to the United States by the Secretaries of the Interior and Agriculture, and for other purposes.	<p>Introduced in the House on January 15th. Referred to the Conservation and Forestry Subcommittee of the Agriculture Committee on 2/7 and to the Water, Oceans, and Wildlife Subcommittee of the House Natural Resources Committee on 2/4.</p> <p>A similar amendment was submitted to the House Rules Committee for consideration in the Interior-Environment Appropriations bill, but was not made in order by the Committee for floor consideration.</p>
H.R.34	Rep. Eddie Bernice Johnson (D-TX)	Energy and Water Research Integration Act of 2019	The legislation would ensure consideration of water intensity in the Department of Energy's energy research, development, and demonstration programs to help guarantee efficient, reliable, and sustainable delivery of energy and clean water resources.	The bill was introduced in the House on January 3, 2019. It was marked up and ordered to be reported by the House Science and Technology Committee on May 1, 2019 and was passed by the House on July 23, 2019 by voice vote. On July 24, 2019 the bill was referred to the Senate Committee on Energy and Natural Resources.
H.R. 2313	Rep. Jared Huffman (D-CA)	Water Conservation Rebate Tax Parity Act	The measure would amend the Internal Revenue Code of 1986 to expand the exclusion for certain conservation subsidies to include subsidies for water conservation or efficiency measures and storm water management measures.	<p>The bill was introduced in the House on April 12, 2019 and then referred to the Committee on Ways and Means.</p> <p>Note: All tax issues are likely to be addressed as part of a larger tax package. The Ways and Means Committee is considering forming a tax extenders package, which would be the most likely venue for this legislation.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
H.R.1747	Rep. Rob Wittman (R-VA)	National Fish Habitat Conservation Through Partnerships Act	<p>The measure aims to achieve measurable habitat conservation results through strategic actions of Fish Habitat Partnerships that lead to better fish habitat conditions and increased fishing opportunities, establish a consensus set of national conservation strategies as a framework to guide future actions and investment by Fish Habitat Partnerships, broaden the community of support for fish habitat conservation, fill gaps in the National Fish Habitat Assessment and the associated database of the National Fish Habitat Assessment, and communicate to the public and conservation partners.</p>	<p>A hearing has been held in the House Natural Resources Committee on the legislation and the legislation was ordered to be reported out of committee on September 25, 2019.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
S.1419	Sen. James Lankford (R-OK)	Early Participation in Regulations Act	The legislation would direct agencies to issue advanced notices for rules costing more than \$100 million annually. The bill would require agencies must outline the problem the rule intends to solve and listen to the public's input on the subject.	<p>On May 13, 2019 the bill was introduced into the Senate. It was then referred to the Committee on Homeland Security and Governmental Affairs. Hearings on the bill were held in both the Committee on Homeland Security and the Committee on Small Business. On July 19 the Committee on Homeland Security and Governmental Affairs ordered the measure to be reported favorably with an amendment in the nature of a substitute.</p> <p>On September 10, 2019 the bill was placed on the Senate Legislative Calendar under General Orders. However the bill has yet to be considered on the Senate floor.</p> <p>The legislation has bipartisan cosponsor ship.</p>
S. 1087	Sen. John Barrasso (R-WY)	Water Quality Certification Improvement Act of 2019	The measure would amend the Federal Water Pollution Control Act to make changes with respect to water quality certification.	<p>The measure was introduced in the Senate on April 19, 2019 and was referred to Committee on Environment and Public Works.</p> <p>On November 19, 2019 the committee held a hearing to discuss impacts of the act if implemented.</p>
H.R. 1695	Rep. Betty McCollum (D-MN)	Community Services Block Grant Reauthorization Act of 2019	The legislation would amend the Community Services Block Grant Act to reauthorize and modernize the Act.	<p>The measure was introduced in the House on March 12, 2019 to the House Committee on Education and Labor.</p> <p>The legislation has bipartisan cosponsor ship.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
H.R. 1744	Rep. Mark Takano (D-CA)	S.T.O.R.A.G.E. Act (Storage Technology for Operational Readiness And Generating Energy Act) Energy Storage Systems by Electric Utilities	The bill would provide for the consideration of energy storage systems by electric utilities as part of a supply side resource process, and for other purposes.	The bill was introduced on March 13, 2019 and the referred to the Committee on Energy and Commerce, and in addition to the Subcommittee on Energy of the Committee on Science, Space, and Technology.
H.R.579	Rep. Scott Tipton (R-CO)	Water Rights Protection Act of 2019	This bill would prohibit the conditioning of any permit, lease, or other use agreement on the transfer of any water right to the United States by the Secretaries of the Interior and Agriculture, and for other purposes.	Introduced in the House on January 15th. Referred to the Conservation and Forestry Subcommittee of the Agriculture Committee on February 7, 2019 and to the Water, Oceans, and Wildlife Subcommittee of the House Natural Resources Committee on February 4, 2019.
H. R. 855	Rep. Scott Peters (D-CA)	STRONG (Strengthening the Resiliency of our Nation on the Ground Act) Act	The bill would work to minimize the economic and social costs resulting from losses of life, property, well-being, business activity, and economic growth associated with extreme weather events by ensuring that the United States is more resilient to the impacts of extreme weather events in the short- and long-term, and for other purpose	Introduced in the House and referred to the Subcommittee on Economic Development, Public Buildings, and Emergency Management of the House Transportation Committee on February 7, 2019.
H.R. 420	Rep. Earl Blumenauer (D-OR)	Regulate Marijuana Like Alcohol Act	The bill would decriminalize marijuana and sets up legal framework to regulate marijuana.	Introduced in the House on January 9, 2019 and referred to the Committees on Energy and Commerce, Ways and Means, Natural Resources, and Agriculture.

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
S.420 /H.R. 1120	Sen. Ron Wyden (D-OR) / Rep. Earl Blumenauer (D-OR)	Marijuana Revenue and Regulation Act	A bill to amend the Internal Revenue Code of 1986 to provide for the taxation and regulation of marijuana products, and for other purposes.	<p>The bill was introduced in the Senate on February 7, 2019 and was referred to the Finance Committee.</p> <p>Introduced in the House on February 8, 2019 and was referred to the Committees on Judiciary, Agriculture, and Natural Resources.</p>
H.R. 3794	Rep. Paul A. Gosar (R-AZ)	Public Land Renewable Energy Development Act of 2019	The bill would work to promote the development of renewable energy on public lands	<p>The measure was introduced in the House on July 17, 2019 and was then referred to both the Committee on Natural Resources and the Committee on Agriculture. A hearing on the bill was held on July 25 by the Subcommittee on Energy and Mineral Resources. On August 9th, the bill was referred to the Subcommittee on Conservation and Energy of the House Agriculture Committee.</p> <p>The measure was later referred to the Subcommittee on Energy and Mineral Resources where a hearing was held on the legislation. On November 20, 2019, a Mark-up session was held and the bill was ordered to be Reported by Voice Vote.</p> <p>The legislation has bipartisan cosponsorship.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
S. 1344	Sen. Cory Booker (D-NJ) and Tim Scott (R-SC)	Reinstate Opportunity Zone Data Mandates	<p>The bill would require the Secretary of the Treasury to collect data and issue a report on the opportunity zone tax incentives enacted by the 2017 tax reform legislation.</p> <p>The reporting requirements were part of the original legislation as introduced, but they were not incorporated in H.R.1 (the tax package) when it was advanced in the House and Senate.</p>	<p>The legislation was introduced in the Senate on May 7, 2019 and referred to the Finance Committee.</p> <p>The legislation has bipartisan cosponsor ship.</p>
H.R.535	Rep. Debbie Dingell (D-MI)	PFAS Action Act of 2019	<p>The legislation combines 12 different bills that had previously been introduced into one legislative package that would change the way the federal government regulates “forever chemicals” known as PFAS.</p> <p>The consolidated version of H.R. 535 would place these chemicals on the Superfund hazards substances list from the Environmental Protection Agency, force the agency to set nationwide drinking water standards for PFAS, and block companies from producing new chemicals in this class.</p>	<p>The legislation was reported out of the House Energy and Commerce Committee on November 20, 2019 by a vote of 31 to 19, largely along party lines. The bill passed the House on January 10, 2020 by a vote of 247 - 159. The bill was received in the Senate on January 13, 2020 and referred to the Senate Committee on Environment and Public Works. The legislation is not expected to be considered in the Senate in its current form.</p>

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
H.R.4236	Rep. Quigley, Mike (D-IL)	Reducing Waste in National Parks Act	The legislation would encourage recycling and reduction of disposable plastic bottles in units of the National Park System.	<p>The bill was introduced on September 6, 2019 and was referred to the House Subcommittee on National Parks, Forests, and Public Lands.</p> <p>The House Natural Resources Subcommittee on National Parks, Forests, and Public Lands held hearings on the legislation on February 27, 2020.</p>
S.3263 / H.R.5845	Sen. Tom Udall (D-N.M.) and Rep. Alan Lowenthal (D-CA)	Break Free from Plastic Pollution Act of 2020	This legislation would require plastic producers to take responsibility for collecting and recycling materials, require nationwide container deposits, ban certain pollutant products, impose a fee on the distribution of non-reusable carryout bags, create a new minimum recycled content requirement, protect state and local governments by allowing them to enact more stringent standards, requirements, and additional product bans, and give environmental agencies the valuable time needed to investigate the cumulative impacts of new plastic-producing facilities on the air, water, and climate.	<p>The bills were introduced in the House on 2/12/2020 and in the Senate on 2/11/2020. In the House, the legislation has been referred to the following committees: Energy and Commerce, Ways and Means, Transportation and Infrastructure, and Foreign Affairs.</p> <p>In the Senate, the legislation has been referred to the Finance Committee.</p>
Enacted Legislation (removed from report after 2 months)				

Bill Number	Sponsor/ Cosponsor	Title and/or Summary	Summary/Status	Latest Action
H.R. 1957 (previously S.3422)	Sen. Cory Gardner (R-CO)	Great American Outdoors Act	<p>The legislation would create a National Parks and Public Lands Legacy Restoration Fund with income from 50% of the energy development revenues from oil, gas, coal, or alternative renewable energy from Federal land from fiscal years 2021 to 2025 for deferred maintenance projects in the National Park System, National Wildlife Refuge System, on BLM Public Lands, BIA Schools, or the National Forest.</p> <p>The legislation would also establish permanent funding for the Land and Water Conservation Fund that would not require further appropriations from Congress.</p>	<p>The legislation was introduced on 3/9/2020 in the Senate. The legislation has 59 cosponsors, including Senate Majority Leader Mitch McConnell (R-KY) who has indicated he plans to fast track the legislation in the Senate. While there were initially plans to consider the legislation in March, the Senate's schedule was changed to consider the third coronavirus response bill.</p> <p>The legislation passed the Senate by a vote of 73-25 on June 17.</p> <p>The House agreed to the Senate amendments on July 22 by a vote of 310 - 107. The legislation was sent to the President on July 24 and signed into law by the President on August 4, 2020</p>

INFORMATION  
ITEM

**5K**



CALIFORNIA STRATEGIES, LLC

Date: September 26, 2020  
To: Inland Empire Utilities Agency  
From: John Withers, Jim Brulte  
Re: California Strategies, LLC September 2020 Activity Report

1. This month Jim Brulte and John Withers participated in the monthly senior staff meeting September 8th via Microsoft Meetings due to the Coronavirus. The meeting was limited to 30 minutes due to the GM and Senior Staff needing to participate in another meeting.
2. There was an update to the senior staff regarding a call between the General Manager, Jim Brulte and a community leader.
3. There was a discussion related to the Water Commission and potential requests from IEUA related to the CBP.
4. Regional Issues
  - A suggestion was made that a workshop be scheduled to outline the entirety of the items that need to be included as required by law and regulation related to water quality issues.
  - There was brief discussion regarding the desire by Monte Vista Water District to hook into IEUA's sewer system. Monte Vista's board has voted to study this issue. The staff is, of course, willing to assist our member agency should the issue be brought to IEUA. If and when we get this request, it will require significant study and ultimately approval by the IEUA Board.

**AGENCY  
REPRESENTATIVES'  
REPORTS**

**6A**



# S A W P A

## SANTA ANA WATERSHED PROJECT AUTHORITY

11615 Sterling Avenue, Riverside, California 92503 • (951) 354-4220

**PURSUANT TO THE PROVISIONS OF EXECUTIVE ORDER N-25-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 12, 2020, AND EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, ANY COMMISSION MEMBER MAY CALL INTO THE COMMISSION MEETING WITHOUT OTHERWISE COMPLYING WITH THE BROWN ACT'S TELECONFERENCING REQUIREMENTS.**

### **VIRTUAL ACCESSIBILITY FOR THE GENERAL PUBLIC:**

**Due to the spread of COVID-19, and until further notice, the Santa Ana Watershed Project Authority will be holding all upcoming Board and Committee meetings by teleconferencing and virtually through Zoom.**

**This meeting will be accessible as follows:**

<b>Meeting Access Via Computer (Zoom)*:</b>	<b>Meeting Access Via Telephone*:</b>
<ul style="list-style-type: none"><li>• <a href="https://sawpa.zoom.us/j/92491559523">https://sawpa.zoom.us/j/92491559523</a></li></ul>	<ul style="list-style-type: none"><li>• 1 (669) 900-6833</li></ul>
<ul style="list-style-type: none"><li>• Meeting ID: 924 9155 9523</li></ul>	<ul style="list-style-type: none"><li>• Meeting ID: 924 9155 9523</li></ul>
<b>*Participation in the meeting via the Zoom app (a free download) is strongly encouraged; there is no way to protect your privacy if you elect to call in by phone to the meeting.</b>	

**All votes taken during this meeting will be conducted by oral roll call.**

## **REGULAR COMMISSION MEETING TUESDAY, OCTOBER 6, 2020 – 9:30 A.M.**

### **AGENDA**

**1. CALL TO ORDER/PLEDGE OF ALLEGIANCE (David J. Slawson, 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. ITEMS TO BE ADDED OR DELETED**

Pursuant to Government Code §54954.2(b), items may be added on which there is a need to take immediate action and the need for action came to the attention of the Santa Ana Watershed Project Authority subsequent to the posting of the agenda.

## 5. 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: SEPTEMBER 15, 2020

**Recommendation:** Approve as posted.

### B. TREASURER'S REPORT – AUGUST 2020

**Recommendation:** Approve as posted.

## 6. NEW BUSINESS

### A. EXECUTIVE RECRUITMENT | GENERAL MANAGER (CM#2020.65)

**Presenter:** Rich Haller

**Recommendation:** Receive and file; consider appointment of an Ad Hoc Committee; and, provide additional direction as desired.

### B. CONTRACT AMENDMENT | RICH HALLER (CM#2020.64)

**Presenter:** Rich Haller

**Recommendation:** Approve the Second Amendment to Employment Agreement between the Santa Ana Watershed Project Authority and Rich Haller (Second Amendment) and authorize the Commission Chair to execute the Second Amendment.

### C. 2021 MEDICAL INSURANCE CAP (CM#2020.62)

**Presenter:** Rich Haller

**Recommendation:** Direct staff to adjust the medical insurance cap from \$1,781.93 to \$1,944.00 which reflects the ACWA/JPIA 2021 Kaiser Family Plan rate.

### D. LEGAL SCOPE OF SERVICES, COSTS FOR FYS 2020 AND 2021 (CM#2020.63)

**Presenter:** Rich Haller

**Recommendation:** Receive and file.

## 7. INFORMATIONAL REPORTS

**Recommendation:** Receive for information.

### A. CHAIR'S COMMENTS/REPORT

### B. COMMISSIONERS' COMMENTS

### C. COMMISSIONERS' REQUEST FOR FUTURE AGENDA ITEMS

## 8. CLOSED SESSION

### A. PURSUANT TO GOVERNMENT CODE SECTION 54957 – PERSONNEL MATTERS

General Manager

## 9. ADJOURNMENT

Americans with Disabilities Act: If you require any special disability related accommodations to participate in this meeting, call (951) 354-4220 or email [kberry@sawpa.org](mailto:kberry@sawpa.org). 48-hour notification 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](http://www.sawpa.org), subject to staff's ability to post documents prior to the meeting.

**AGENCY  
REPRESENTATIVES'  
REPORTS**

**6B**



**Regular Board Meeting**

**October 13, 2020**

**12:00 p.m.**

Tuesday, October 13, 2020	
Meeting Schedule	
9:30 AM	L&C
10:30 AM	OP&T
12:00 PM	Board

Live streaming is available for all board and committee meetings on our [mwdh2o.com](http://mwdh2o.com) website  
([Click to Access Board Meetings Page](#))

**Public Comment Via Teleconference Only:** Members of the public may present their comments to the Board on matters within their jurisdiction as listed on the agenda via teleconference only. To participate call (404) 400-0335 and use Code: 9601962.

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MWD Headquarters Building • 700 N. Alameda Street • Los Angeles, CA 90012

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**1. Call to Order**

- (a) Invocation: TBD
- (b) Pledge of Allegiance: Director Gloria Cordero,  
City of Long Beach

**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 Government Code Section 54954.3(a))

**5. OTHER MATTERS AND REPORTS**

- A.** Report on Directors' events attended at Metropolitan expense for month of September 2020
- B.** Chairwoman's Monthly Activity Report
- C.** Report from Executive Committee on nominations for Board Chair
- D.** Nomination and Election for Board Chair for two-year term effective January 1, 2021

- E.** General Manager's summary of activities for the month of September 2020
- F.** General Counsel's summary of activities for the month of September 2020
- G.** General Auditor's summary of activities for the month of September 2020
- H.** Ethics Officer's summary of activities for the month of September 2020

<b>CONSENT CALENDAR ITEMS — ACTION</b>
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**6. CONSENT CALENDAR OTHER ITEMS — ACTION**

- A.** Approval of the Minutes of the Adjourned Meeting for September 15, 2020  
(Copies have been submitted to each Director)  
Any additions, corrections, or omissions
- B.** Approve committee assignments

**7. CONSENT CALENDAR ITEMS — ACTION**

- 7-1** Certify the Final Program Environmental Impact Report for the Right-of-Way and Infrastructure Protection Program for the Western San Bernardino County region and take related CEQA actions; and approve the program for the purposes of CEQA. (E&O)
- 7-2** Award \$276,373 contract to Minako American Corp. for rehabilitation of the wave attenuator at Diamond Valley Lake; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. (E&O)
- 7-3** Award \$1,294,800 contract to Kaveh Engineering & Construction, Inc. for erosion control improvements at Garvey Reservoir; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. (E&O)

- 7-4** Amend the Capital Investment Plan for fiscal years 2020/21 and 2021/22 to include battery energy storage systems at Joseph Jensen Water Treatment Plant, Robert A. Skinner Water Treatment Plant, F. E. Weymouth Water Treatment Plant, and OC-88 Pumping Plant; and authorize an agreement with Stantec Inc. in an amount not-to-exceed \$900,000 for design of these facilities; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. (E&O)
- 7-5** Authorize the General Manager to enter into a Contributed Funds Agreement with the U.S. Department of the Interior, Bureau of Land Management, funded in an amount not to exceed \$400,000, in support of Metropolitan's Colorado River Aqueduct Federal Reversionary Interest Release Program; the General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. (RP&AM)
- 7-6** Appropriate \$5 million, and authorize an amendment to the 2019 Reservoir Project Agreement with the Sites Project Authority to allow for participation in the Sites Reservoir Project Phase 2 Workplan; the General Manager has determined the proposed action is exempt or otherwise not subject to CEQA. (WP&S)
- 7-7** Approve the Multi-Family Property Toilet Replacement Program; the General Manager has determined that this action is exempt or otherwise not subject to CEQA. (WP&S)
- 7-8** Approve implementation of the Flow Monitoring Device Pilot Program; adopt resolution to support Metropolitan's application for United States Bureau of Reclamation grant funding of \$996,300 for a Flow Monitoring Device Pilot Program; authorize the General Manager to accept grant funds, if awarded; and authorize General Manager to enter into contract with United States Bureau of Reclamation for grant funds, if awarded; the General Manager has determined that this proposed action is exempt or otherwise not subject to CEQA. (WP&S)

- 7-9** Update on *Metropolitan Water District of Southern California, Mojave Water Agency, Coachella Valley Water District, San Geronio Pass Water Agency and Municipal Water District of Orange County v. California Department of Fish and Wildlife, California Department of Water Resources and California Natural Resources Agency*, Superior Court of the County of Fresno Case No. 20CECG01347, and request for authorization to increase maximum amount payable in contract with the Thomas Law Group by \$150,000 to an amount not to exceed \$250,000. The General Manager has determined that the proposed action is exempt or otherwise not subject to CEQA. (L&C) **[Posting Separately]**  
**[Conference with legal counsel – existing litigation; to be heard in closed session pursuant to Gov. Code Section 54956.9(d)(1)]**

- 7-10** Report on *Imperial Irrigation District v. Metropolitan Water District of Southern California, et al.*, Los Angeles Superior Court Case No. 19STCP01376 and request to authorize an increase in the maximum amount payable under contract with Meyers, Nave, Riback, Silver & Wilson, PLC for legal services by \$100,000 to an amount not-to-exceed \$200,000; the General Manager has determined the proposed action is exempt or otherwise not subject to CEQA. (L&C) **[Posting Separately]**  
**[Conference with legal counsel – existing litigation; to be heard in closed session pursuant to Gov. Code Section 54956.9(d)(1)]**

<b>END OF CONSENT CALENDAR ITEMS</b>
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**8. OTHER BOARD ITEMS — ACTION**

None

**9. BOARD INFORMATION ITEMS**

- 9-1** Update on Conservation Program
- 9-2** Compliance with Fund Requirements and Bond Indenture Provisions. (F&I)

- 9-3** Review of the Water Stewardship Fund and impacts of the costs of the Board adopted 170,000 AFY goal for the Local Resources Program; review of Metropolitan's future funding commitment to Demand Management. (F&I) **[Posting Separately]**
- 9-4** Regional Recycled Water Program: Institutional and Financial Considerations. (E&O) **[Posting Separately]**
- 9-5** Communications and Legislation Committee Report. **[Posting Separately]**

## **10. OTHER MATTERS**

- 10-1** Department Head Performance Evaluations  
**[Public Employees' performance evaluations; General Manager, General Counsel, and General Auditor, and Ethics Officer; to be heard in closed session pursuant to Gov. Code 54957.]**
- 10-2** Report on Department Head 2020 Salary Survey
- 10-3** Discuss and Approve Compensation Recommendations for General Manager, General Counsel, General Auditor, and Ethics Officer

## **11. FOLLOW-UP ITEMS**

## **12. FUTURE AGENDA ITEMS**

## **13. ADJOURNMENT**

**NOTE:** 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, October 1, 2020 3:30 p.m. Teleconference Call

PURSUANT TO THE PROVISIONS OF EXECUTIVE ORDER N-25-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 12, 2020, AND EXECUTIVE ORDER N-29-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020 ANY COMMITTEE MEMBER MAY CALL INTO THE COMMITTEE MEETING WITHOUT OTHERWISE COMPLYING WITH ALL BROWN ACT'S TELECONFERENCE REQUIREMENTS.

In effort to prevent the spread of COVID-19, the Regional Sewerage Program Policy Committee Meeting will be held remotely by teleconference

**Teleconference: 1-415-856-9169/Conference ID: 253 787 211#**

This meeting is being conducted virtually by video and audio conferencing. There will be no public location available to attend the meeting; however, the public may participate and provide public comment during the meeting by calling into the number provided above. Alternatively, you may email your public comments to the Recording Secretary Sally H. Lee at [shlee@ieua.org](mailto:shlee@ieua.org) no later than 24 hours prior to the scheduled meeting time. Your comments will then be read into the record during the meeting.

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### Call to Order/Flag Salute

### Public Comment

Members of the public may address the Committee on any item that is within the jurisdiction of the Committee; 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. Comments will be limited to three minutes per speaker.

### Additions/Deletions 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. Technical Committee Report (Oral)**
  - Regional Contract Negotiations Update
  
- 2. Action Item**
  - A. Meeting Minutes for September 3, 2020
  
- 3. Informational Items**
  - A. Operations Division Quarterly Update
  - B. FY 2019/20 Fourth Quarter Budget Variance Report
  - C. Federal Legislative Update (Oral)
  
- 4. Receive and File**
  - A. Engineering & Construction Management Project Updates
  - B. Building Activity Report
  - C. Recycled Water Distribution – Operations Summary
  
- 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 – November 5, 2020
  
- 6. Adjournment**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Recording Secretary (909) 993-1926, 48 hours prior to the scheduled meeting so that the Agency can make reasonable arrangements.

### DECLARATION OF POSTING

I, Sally H. Lee, Executive Assistant of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of this agenda has been posted to the IEUA Website at [www.ieua.org](http://www.ieua.org) and posted in the foyer at the Agency's main office at 6075 Kimball Avenue, Building A, Chino, CA, on Thursday, September 24, 2020.

  
Sally H. Lee

**AGENCY  
REPRESENTATIVES'  
REPORTS**

**6D**

**CHINO BASIN WATERMASTER  
WATERMASTER BOARD MEETING**

11:00 a.m. – September 24, 2020

*Mr. Jeff Pierson – Chair*

*Mr. Jim Curatalo – Vice-Chair*

**Meeting Available by Remote Access Only\***

Click on this [link](#) to access by PC/Smart Device

OR

Conference Call: (571) 317-3112

Code: 724-052-005

**AGENDA**

**CALL TO ORDER**

**ROLL CALL**

**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**

Approve as presented:

1. Minutes of the Watermaster Board Meeting held August 25, 2020

**B. FINANCIAL REPORTS**

Receive and file as presented:

1. Cash Disbursements for the month of July 2020
2. Watermaster VISA Check Detail for the month of July 2020
3. Combining Schedule for the Period July 1, 2020 through July 31, 2020
4. Treasurer's Report of Financial Affairs for the Period July 1, 2020 through July 31, 2020
5. Budget vs. Actual Report for the Period July 1, 2020 through July 31, 2020
6. Cash Disbursements for August 2020 (Information Only)

**C. OBMP SEMI-ANNUAL STATUS REPORT 2020-1**

Adopt the Semi-Annual OBMP Status Report 2020-1, along with filing a copy with the Court, subject to any necessary non-substantive changes.

**D. APPLICATION: WATER TRANSACTION**

Approve the proposed transaction:

The purchase of 66.4 acre-feet of water from West End Consolidated Water Company by Golden State Water Company. This purchase is made from West End Consolidated Water Company's Excess Carryover Account. Golden State Water Company is utilizing this transaction to produce its West End Consolidated Water Company shares. Date of application: June 18, 2020.

**E. APPLICATION: LOCAL STORAGE AGREEMENTS – APPROPRIATIVE POOL**

Approve the proposed agreements:

Consideration of Application for Local Storage Agreements – Storage of Local Supplemental Water by members of the Appropriative Pool.

**II. BUSINESS ITEMS**

**A. 2020 OBMP CEQA – INCREASED SCOPE OF WORK**

Approve necessary contract amendments to expand the WEI, TDA, and BHFS scope of work, as necessary, to implement the Local Storage Limitation Solution first.

**B. FISCAL YEAR 2020/21 BUDGET AMENDMENT (FORM A-20-09-01)**

Adopt FY 2020/21 Budget Amendment (Form A-20-09-01) as presented.

**C. CONSIDERATION OF THE 2020 OPTIMUM BASIN MANAGEMENT PROGRAM UPDATE**

Postpone consideration of the 2020 OBMP for one month to allow proper evaluation and disposition of stakeholder input (this is predicated on the understanding from Advisory Committee discussion that further comments will be forthcoming prior to the Board meeting).

**III. REPORTS/UPDATES**

**A. LEGAL COUNSEL REPORT**

1. San Bernardino County Superior Court Emergency Order
2. September 25, 2020 Hearing

**B. ENGINEER REPORT**

1. Water Rights Permit 21225
2. Plume Reports
3. GLMC Annual Report

**C. CFO REPORT**

1. FY 2019/20 Audit Schedule
2. AP Special Assessment for \$165,694.75

**D. GM REPORT**

1. Status Report: OAP Contest
2. Stored Water Account Balances (June 30, 2020 Preliminary Numbers)
3. San Sevaine Project Award
4. Agricultural Pool Revised Rules and Regulations
5. Water Activity Report Tracker
6. Other

**IV. BOARD MEMBER COMMENTS**

**V. OTHER BUSINESS**

**VI. 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.

**VII. FUTURE MEETINGS AT WATERMASTER\***

09/24/20	Thu	11:00 a.m.	Watermaster Board
10/01/20	Thu	9:00 a.m.	Ground-Level Monitoring Committee
10/08/20	Thu	9:00 a.m.	Appropriative Pool Committee
10/08/20	Thu	1:30 p.m.	Agricultural Pool Committee

10/09/20 Fri 10:00 a.m. Non-Agricultural Pool Committee\*\*  
10/15/20 Thu 9:00 a.m. Advisory Committee  
10/22/20 Thu 11:00 a.m. Watermaster Board

\* Due to the uncertainty related to COVID-19, and for the safeguarding of all, Watermaster meetings will continue to be held remotely until further notice. Remote access to the open portions of the meetings will be provided with each meeting notice.

\*\* The Non-Agricultural Pool Committee meetings will be held monthly on the second Friday at 10am until further notice.

## **ADJOURNMENT**

**AGENCY  
REPRESENTATIVES'  
REPORTS**

**6E**

# REGULAR BOARD MEETING OF THE BOARD OF DIRECTORS CHINO BASIN DESALTER AUTHORITY

October 1, 2020  
2:00 p.m.

## NOTICE AND AGENDA

*According to the directives from the California Department of Public Health and Executive Order issued by Governor Gavin Newsom, members of the public are invited to participate via video or teleconference:*

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### To join teleconference:

Dial-in #: (669) 900 6833 Zoom Meeting ID: 813 5205 9101 Passcode: 380557

### To join video conference:

Click on link: [Join Zoom Meeting](#)

Or copy URL: <https://us02web.zoom.us/j/81352059101?pwd=M01uOEVteVBCTnVyZ0tKVUxrb1hHdz09>

Or go to <https://zoom.us/> Zoom Meeting ID: 813 5205 9101 Passcode: 380557

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## CALL TO ORDER

## ROLL CALL

## PUBLIC COMMENT

*Members of the public may address the Board of Directors on any item that is within the jurisdiction of the Chino Basin Desalter Authority; 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 of Directors on any matter, whether or not it appears on the agenda, are requested to **submit their request to comment to the Board Secretary no less than one hour prior to the start of the meeting at (909) 218-3230 or [ccosta@chinodesalter.org](mailto:ccosta@chinodesalter.org)***

*Under the provisions of the Brown Act, the CDA Board is prohibited from taking action on non-agendized matters. However, Board Members may respond briefly or refer the communication to staff. The CDA Board may also request the Secretary to calendar an item related to your communication at a future CDA Board meeting.*

## CONSENT CALENDAR ITEMS

*Consent Calendar items are expected to be routine and non-controversial to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it will be moved to the first item on the Action Items*

- 1. MINUTES OF SEPTEMBER 3, 2020 SPECIAL BOARD MEETING**
- 2. TREASURER'S FINANCIAL AFFAIRS REPORT FOR QUARTER ENDED JUNE 2020**  
Report by: Jose Garcia, CDA Principal Accountant
- 3. TREASURER'S REPORT ON GENERAL DISBURSEMENTS FOR THE QUARTER ENDED JUNE 2020**  
Report by: Jose Garcia, CDA Principal Accountant

## **ACTION ITEMS**

*Prior to action of the CDA Board, any member of the public will have the opportunity to address the CDA Board on any item listed on the agenda by submitting written comments **at least one hour prior to the start of the meeting at (909) 218-3230 or ccosta@chinodesalter.org. Please note the agenda item number in your email.** Comments will be read aloud during the meeting by the Board Secretary.*

### **4. LAND EXCHANGE AGREEMENT FOR CHINO II – WELL NO. II-2 AND WELL NO. II-3 BETWEEN THE CDA AND LENNAR HOMES OF CALIFORNIA, INC.**

Report By: Thomas O'Neill, CDA General Manager/CEO

#### **Staff Recommendation:**

1. Approve the Land Exchange Agreement and Escrow Instructions for Chino II Well No. II-2 and Well No. II-3 between the CDA and Lennar Homes of California, Inc.; and
2. Authorize the General Manager/CEO to execute the Agreement prepared by and subject to non-substantial revisions by CDA's Legal Counsel.

### **5. HAZEN & SAWYER AGREEMENT FOR CHINO II DESALTER MEMBRANE SYSTEM OPERATION MONITORING USING POWER-BI DYNAMIC DASHBOARDS**

Report By: Thomas O'Neill, CDA General Manager/CEO

#### **Staff Recommendation:**

1. Approve a Professional Services Agreement with Hazen and Sawyer for consulting engineering services in the not-to-exceed amount of \$59,235; and
2. Authorize the General Manager/CEO to finalize and execute the agreement, with subsequent authorizations up to a not-to-exceed total of \$75,000.

### **6. SOUTH ARCHIBALD PLUME PROJECT: AMENDMENT #4 TO GEOSCIENCE'S AGREEMENT FOR DESIGN OF TWO MONITORING WELLS**

Report By: Cindy Miller, South Archibald Plume Program Manager

#### **Staff Recommendation:**

1. Approve an amendment to the professional services agreement with Geoscience for geohydrologic design and inspection services in the not-to-exceed amount of \$39,790.09; and
2. Authorize the General Manager/CEO to finalize and execute the amendment, with subsequent authorizations up to a not-to-exceed total of \$245,800.

### **7. APPOINTMENT OF REPRESENTATIVE ON THE ACWA/JPIA BOARD OF DIRECTORS**

Report By: Thomas O'Neill, CDA General Manager/CEO

#### **Staff Recommendation:**

1. Appoint a Representative on the Association of California Water Agencies/Joint Powers Insurance Authority (ACWA/JPIA) Board of Directors.

## **INFORMATION ITEMS**

8. **QUARTERLY SOUTH ARCHIBALD PLUME REPORT**  
Report By: Cindy Miller, South Archibald Plume Program Manager
9. **QUARTERLY OPERATIONS REPORT**  
Report By: Thomas O'Neill, CDA General Manager/CEO

## **STAFF COMMENTS**

- i. Deputy CDA General Counsel, Allison Burns
- ii. CDA CFO/Treasurer, Michael Chung
- iii. CDA General Manager/CEO, Thomas O'Neill

## **CLOSED SESSION**

*The Authority may adjourn to a Closed Session to consider litigation matters, personnel matters, or other matters as provided for in the Ralph M. Brown Act (Section 54950 et seq., of the Government Code).*

10. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:  
CONSIDERATION OF INITIATION OF LITIGATION PURSUANT TO GOVERNMENT  
CODE SECTION 54956.9(D)(4)  
(TWO POTENTIAL CASES)**
11. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:  
SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO GOVERNMENT CODE  
SECTION 54956.9(D)(2)  
(TWO POTENTIAL CASES)**

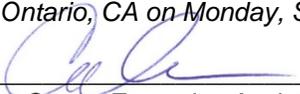
## **DIRECTOR COMMENTS**

## **ADJOURN**

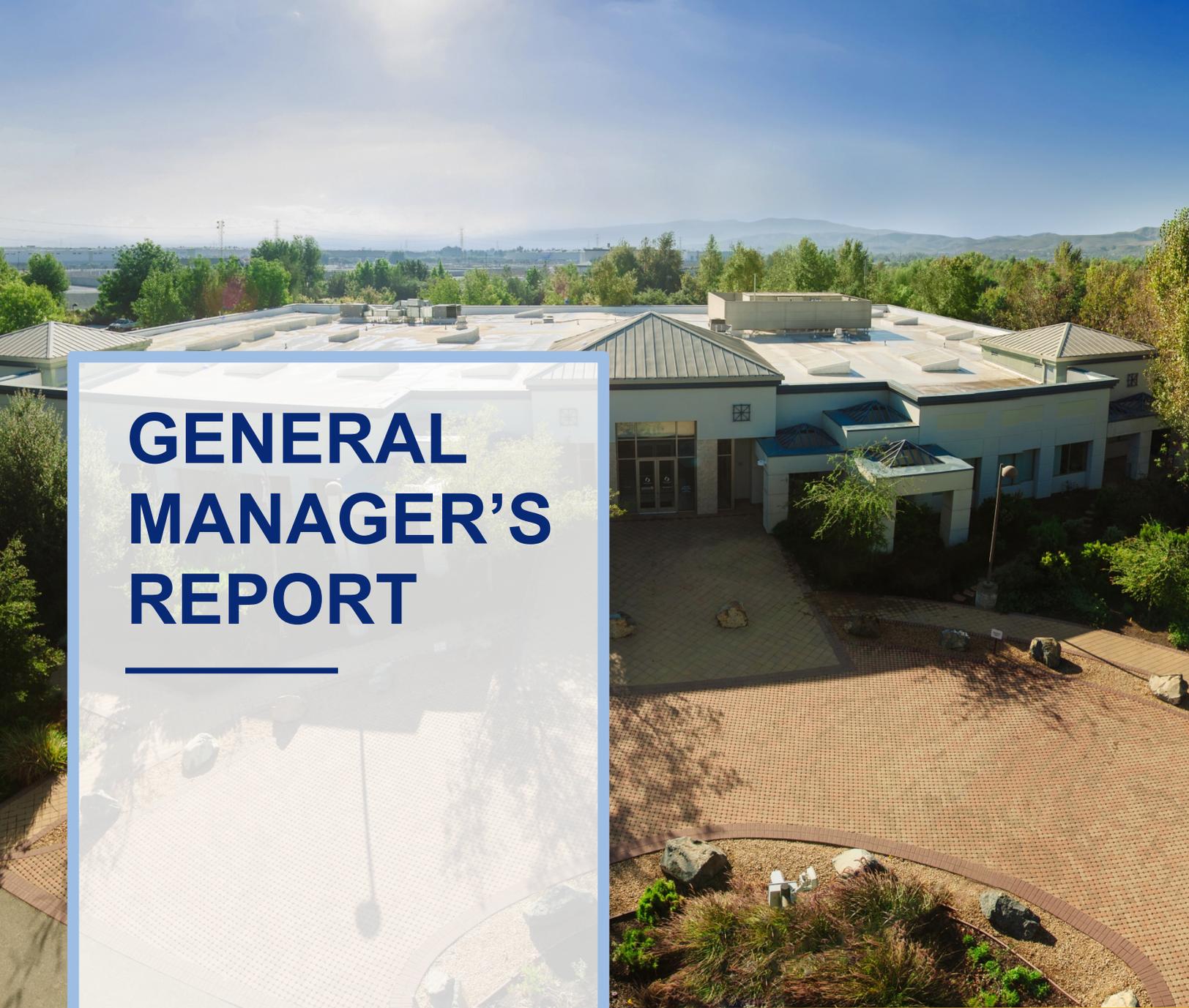
Any person with a disability who requires accommodations in order to participate in this meeting or for package materials in an alternative format should telephone Executive Assistant Casey Costa at (909) 218-3730, at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation. All accommodation requests will be handled swiftly and resolving all doubts in favor of access. Copies of records provided to Board Members which relate to any agenda item to be discussed in open session may be obtained from Chino Basin Desalter Authority at 3550 Philadelphia Street, Suite 170, Ontario, CA 91761.

## ***Declaration of Posting***

*I, Casey Costa, Executive Assistant to the Chino Basin Desalter Authority, hereby certify that a copy of this agenda has been posted by 2:00 p.m. at the Chino Basin Desalter Authority's main office, 3550 Philadelphia Street, Suite 170, Ontario, CA on Monday, September 28, 2020.*

  
\_\_\_\_\_  
Casey Costa, Executive Assistant

**GENERAL  
MANAGER'S  
REPORT**



# GENERAL MANAGER'S REPORT

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**OCTOBER 21, 2020**

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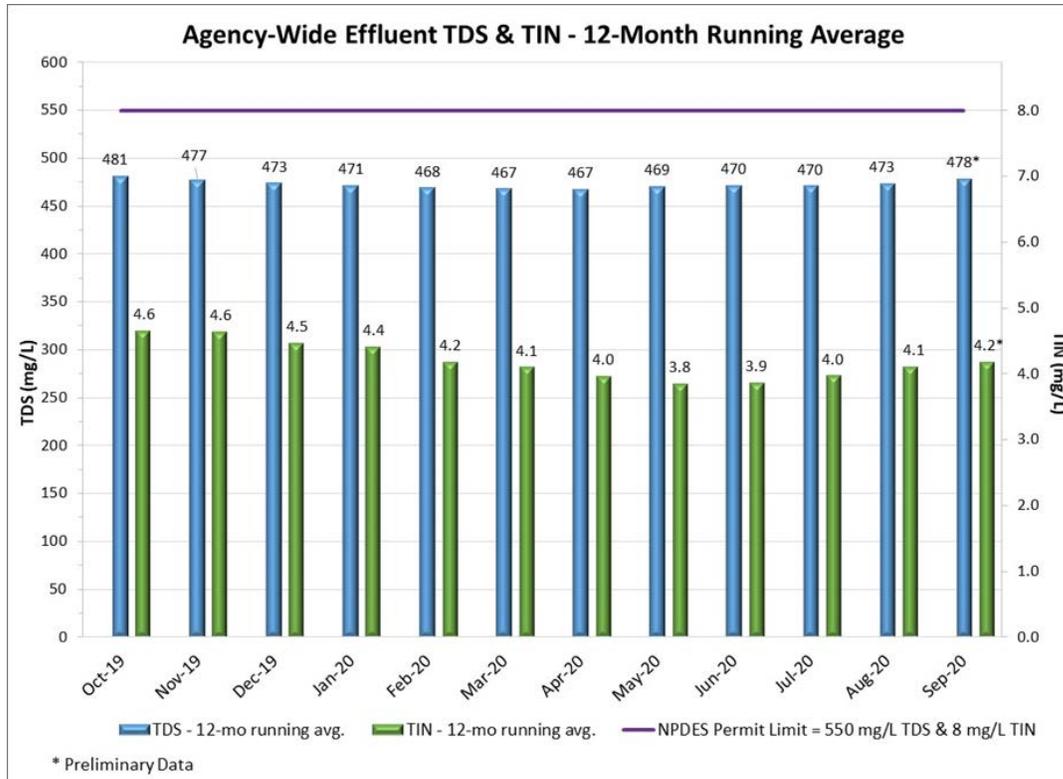
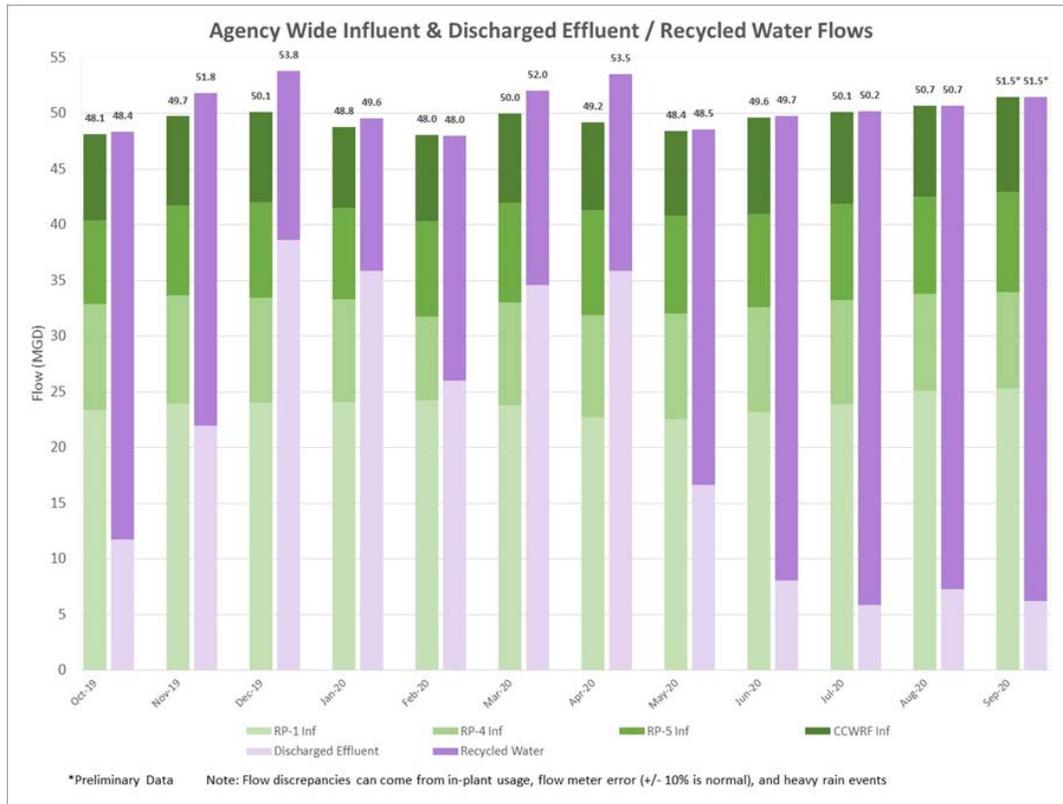
**INLAND EMPIRE UTILITIES AGENCY**





## B. Reclamation System

Regional Plants 1, 4, 5 and Carbon Canyon Water Recycling Facility met all the NPDES requirements and effluent/recycled water limitations.



### C. Air Quality

There were no reportable incidents relating to air quality compliance during the month of September 2020.

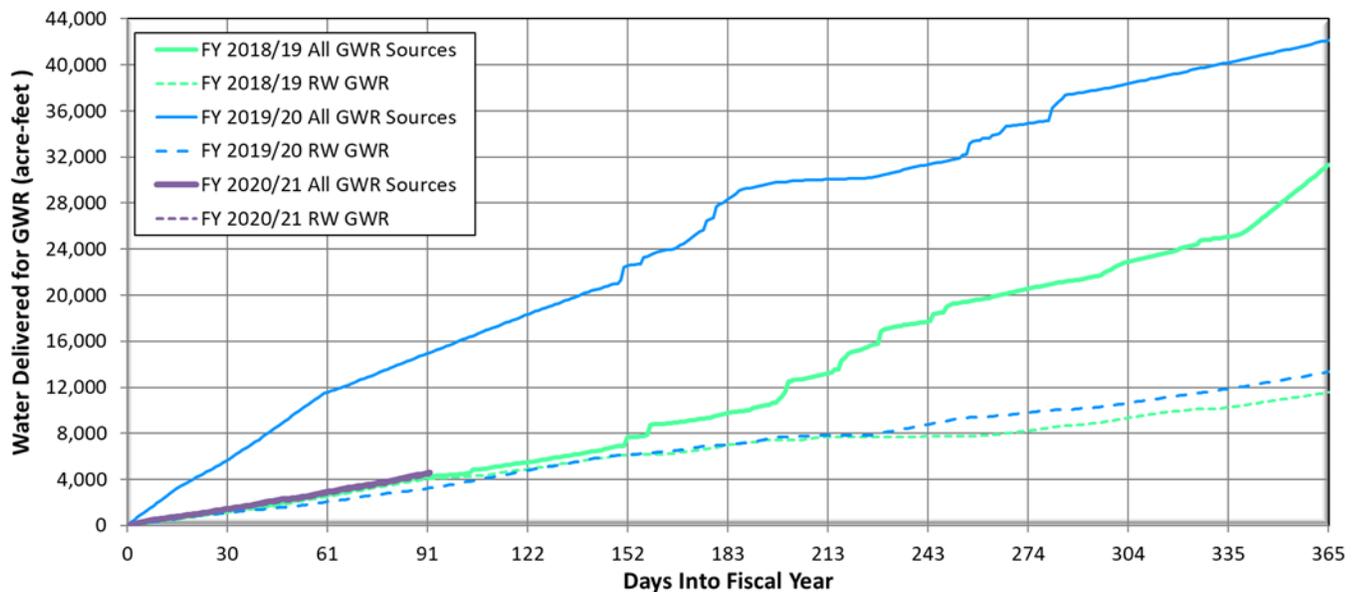
## OPERATIONS & REGIONAL COMPOSTING FACILITY

### D. Recycled Water

#### Groundwater Recharge

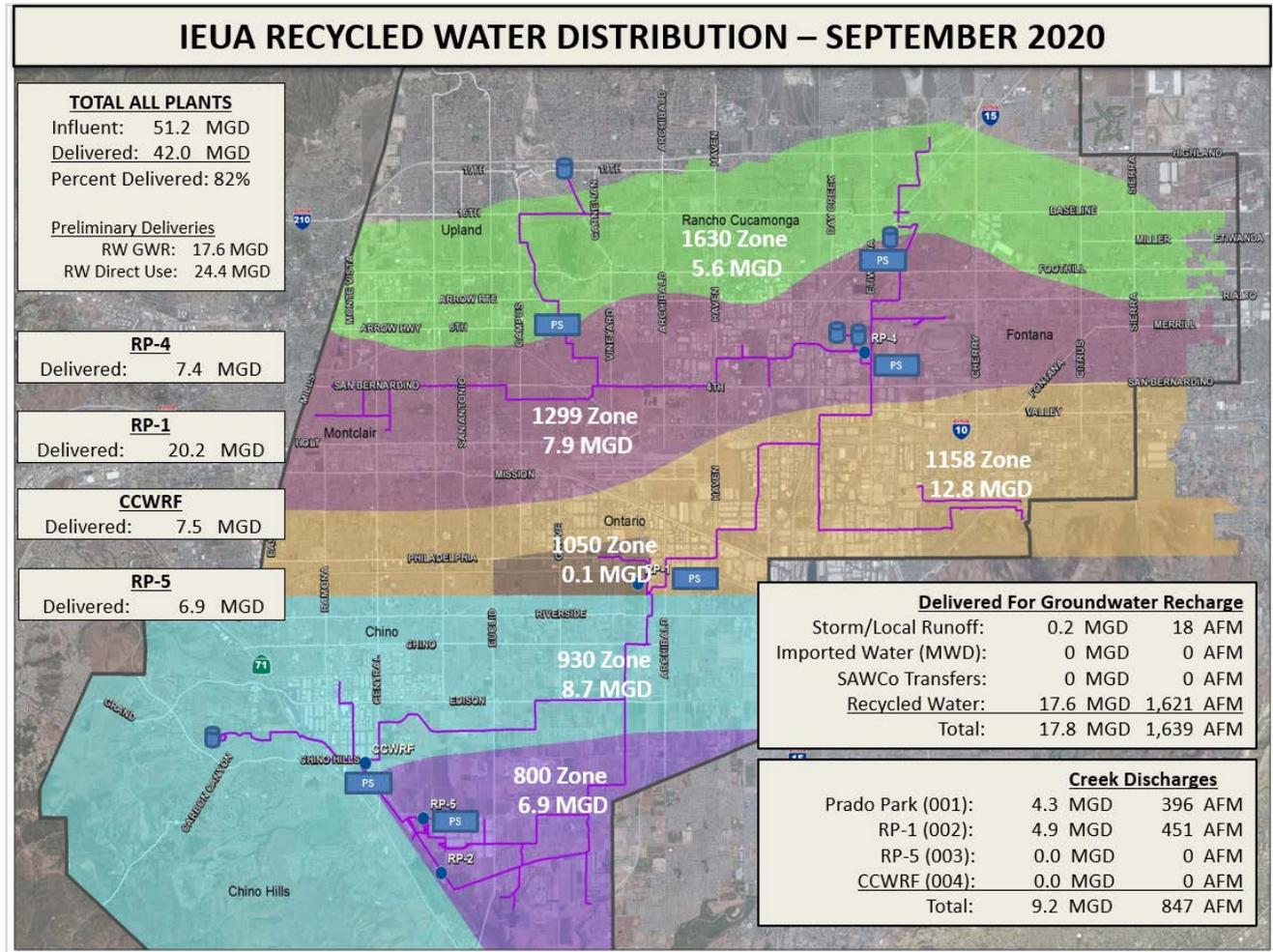
During September 2020, recycled water delivery for recharge totaled 1,621 acre-feet. There were no rain events during the month. Dry weather flow capture is preliminarily estimated at 18 acre-feet. There was no recharge of imported water from MWD during the month. For supplemental water deliveries (imported and recycled), Chino Basin Watermaster will remove 4.2% for evaporation losses during the month of September. Considering evaporation losses, total recharge for the month is preliminarily estimated at 1,571 acre-feet.

#### Water Delivered to Groundwater Recharge – Through September 2020



## E. Recycled Water Distribution – September 2020

During September 2020, 82% (42.0 MGD) of IEUA recycled water supply (51.2 MGD) was delivered into the distribution system for direct use customers (24.4 MGD) and groundwater recharge (17.6 MGD). Plant discharge to creeks feeding the Santa Ana River averaged 9.2 MGD.



## F. Operational Comments

Facility throughput for September averaged approximately 85% of permitted capacity at an average of 409 tons per day of biosolids and 95 tons per day of amendments (based on the 30-day month-to-date). The facility is operating well with no violations, environmental compliance issues, or lost-time incidents.

## G. Biosolids Summary

SOURCE	WET TONS MONTH	WET TONS FISCAL YEAR-TO-DATE	REVENUE MONTH	REVENUE FISCAL YEAR-TO-DATE
Los Angeles County Sanitation District	6,463.52	17,957.85	\$368,420.64	\$1,023,597.45
Inland Empire Utilities Agency	5,049.25	15,745.45	\$287,807.25	\$897,490.65
Orange County Sanitation District	767.11	2,330.62	\$45,259.49	\$137,506.58
<b>TOTAL</b>	<b>12,279.88</b>	<b>36,033.92</b>	<b>\$701,487.38</b>	<b>\$2,058,594.68</b>

## H. Compost Summary

September sales volume and revenue has decreased from the prior month due to high heat which affects our retail landscape segment, however, we expect demand for compost to remain high and to outpace production for the remainder of the year. There is currently 2,000 cubic yards of inventory.

### Compost Monthly Sales

CUBIC YARD	\$/CUBIC YARD	TOTAL REVENUE
13,272.68	\$2.21	\$29,355.73

### Fiscal Year-To-Date Sales Summary

MONTH	TOTAL YARDS 2020/2021	TOTAL YARDS 2019/2020	TOTAL REVENUE 2020/2021	TOTAL REVENUE 2019/2020
July	18,632.15	15,197.96	\$36,324.43	\$26,993.99
August	15,829.68	18,235.92	\$33,361.10	\$47,097.00
<b>TOTAL</b>	<b>13,272.68</b>	<b>11,554.41</b>	<b>\$29,355.73</b>	<b>\$18,735.36</b>
<b>AVERAGE</b>	<b>47,734.51</b>	<b>44,988.29</b>	<b>\$99,041.26</b>	<b>\$92,826.35</b>

## GRANTS DEPARTMENT

### I. Grant/Loan Applications Submitted

- a. None.

## **J. Grant/Loan Applications in Process**

- a. The Grants Department is preparing a Letter of Interest (LOI) for the next round of funding for the Environmental Protection Agency's (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) Program. The application will request funding for wastewater improvement projects across IEUA's service area, including the RP-5 Expansion, RP-1 Solids Expansion, CCWRF Process Improvements, and Philadelphia Force Main Improvements Projects. The LOI will request approximately \$80 million in low-interest loans to fund these projects.
- b. Grants staff is working with the Groundwater Recharge and Engineering teams to prepare an application for the Illegal Disposal Site Abatement Grant Program administered by CalRecycle. This project would design and install several methods of automated trash collection at strategic groundwater recharge basins and facilitate its removal. The application will be submitted in October.

## **K. Grant/Loan Agreement Negotiation**

- a. IEUA received conditional approval for a grant award of \$1,000,096 from the State Water Resources Control Board for the Chino Basin Improvement and Groundwater Cleanup Project. The funding will be used to cover costs to support ongoing operations, maintenance, and monitoring costs resulting from the implementation of the South Archibald Plume Project, which will convey groundwater affected by trichloroethylene (TCE) to CDA's Desalter I Facility for treatment.
- b. IEUA executed a grant agreement with the US Bureau of Reclamation for the Local Water Supply Restoration Granular Activated Carbon Treatment Facility Project. The agreement will provide \$750,000 in grant funding for the project that will install a groundwater treatment facility at the Chino I Desalter. This project is a collaborative effort with the Chino Basin Desalter Authority.

## **L. Grant Reimbursement Processed and Reporting Activities**

- a. None.

## **M. Other Department Activities**

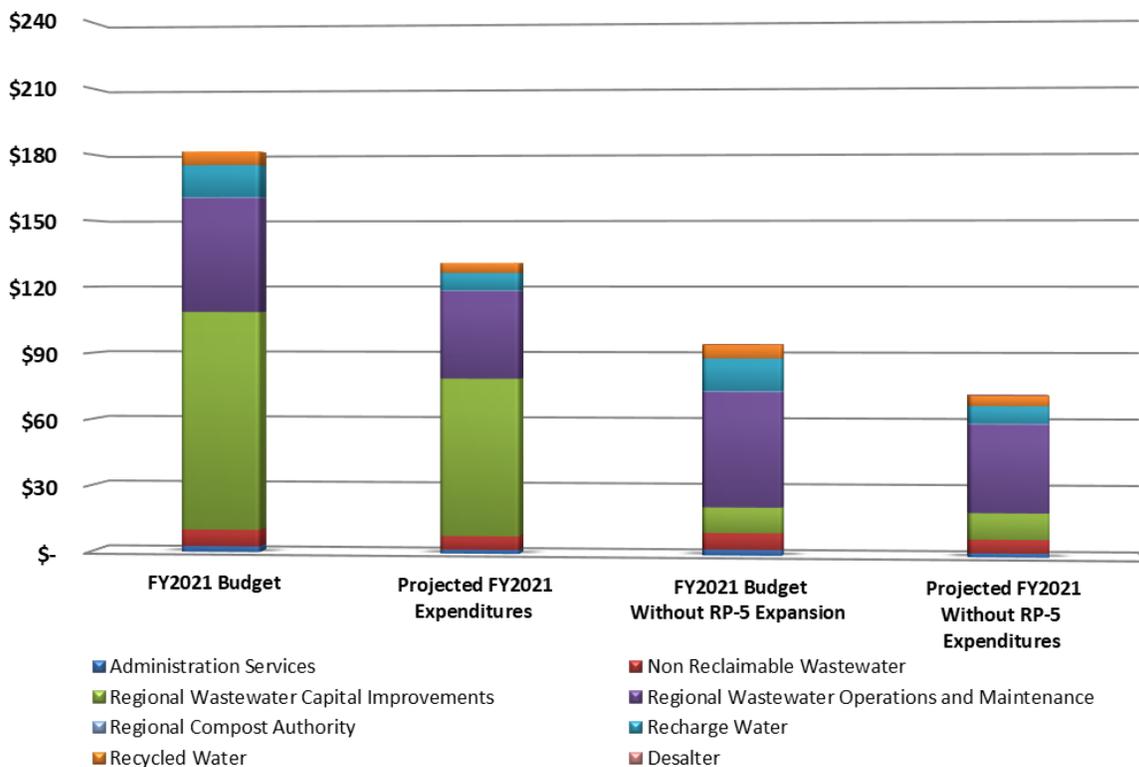
- a. Grants staff prepared and submitted all information needed to successfully comply with external auditors' requests as part of the annual Single Audit process.

# ENGINEERING & CONSTRUCTION MANAGEMENT DEPARTMENT

## N. Engineering & Construction Management Department Update

Engineering and Construction Management’s current FY 2020/21 budget is \$181,190,152. As of September 30<sup>th</sup>, staff is projecting to spend \$130,725,627 (~72%).

### Engineering and Construction Management FY 19/20 & FY 20/21 Budget Status Update



The accompanying attachments have detailed information for IEUA’s capital improvement program.

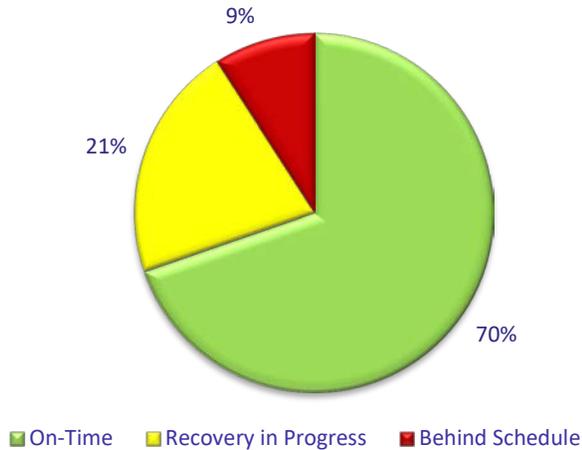
- Attachment A: Bid and Award Look Ahead Schedule
- Attachment B: Active Capital Improvement Project Status
- Attachment C: Emergency Projects

## Attachment A Bid and Award Look Ahead Schedule

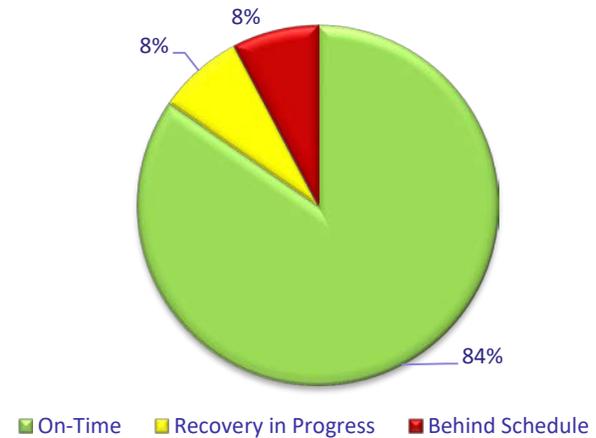
Bid and Award Look Ahead Schedule			
	Project Name	Projected Bid Opening Date	Projected Bid Award Date
	Nov-20		
1	EN20041.00 RP-1 TP-1 Bleach Mixing Repairs	8-Oct-20	18-Nov-20
	Dec-20		
2	EN19043.00 RP-1 Centrifuge Foul Air Line	15-Oct-20	16-Dec-20
	Jan-21		
3	EN21014.00/ EN21015.00 Manhole Upgrades FY 20/21	24-Nov-20	20-Jan-21
4	RW15003.06 Wineville/Jurupa/Force Main Improvements	9-Dec-20	20-Jan-21
5	EN19027.00 NRW Pipeline Relining Along Cucamonga Creek	17-Nov-20	20-Jan-21
6	RW15003.03 Montclair Basin Improvements	16-Dec-20	20-Jan-21
	Feb-21		
7	EN20056.00 RSS Haven Avenue Repairs	22-Dec-20	17-Feb-21
8	EN17041.00 Orchard Recycled Water Turnout Improvements	6-Jan-21	17-Feb-21
	May-21		
9	EN23002.00 Philadelphia Lift Station Force Main Improvements	29-Mar-21	19-May-21
	Jul-21		
10	EN20051.00 RP-1 MCB and Old Lab Building Rehab	31-Mar-21	21-Jul-21

## 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 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
1	EN19023	Asset Management Planning Document	355,044	750,000	On-Time	Pre-Design	
2	EN19051	RW Hydraulic Modeling	52,543	225,282	On-Time	Design	
3	EN20038	Agency Wide Pavement Management Study	149,150	300,000	On-Time	Design	
4	EN19024	Regional System Asset Management (Assessment Only)	330,736	2,800,000	On-Time	Consultant Contract	
5	EN20034.03	Solids Handling Facility Evaluation	47,503	228,865	On-Time	Consultant Contract	
6	EN19030	WC Asset Management (Assessment Only)	62,675	130,000	On-Time	Construction	
7	FM21005	Agency Wide Roofing	115,653	5,085,000	On-Time	Construction	
Totals			1,113,304	9,519,147			
Carbon Canyon							
No.	Project ID	Project Title	Total Expenditures thru 9/30 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
8	EN17006	CCWRF Asset Management and Improvements	2,637,457	26,803,299	On-Time	Design	
9	EN21034.01	CCWRF Aeration Blowers Waterlines Relocation	2,380	50,000	On-Time	Project Acceptance	
Totals			2,639,837	26,853,299			

### Chino Desalter Authority (CDA)

No.	Project ID	Project Title	Total Expenditures thru 9/30 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
10	EN16021	TCE Plume Cleanup	24,270,041	26,200,000	On-Time	Construction	
		<b>Totals</b>	<b>24,270,041</b>	<b>26,200,000</b>			

### Collections

No.	Project ID	Project Title	Total Expenditures thru 9/30 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
11	EN20064	NSNT Odor Complaints Mitigation	6,441	500,000	On-Time	Pre-Design	
12	EN19027	NRW Pipeline Relining Along Cucamonga Creek	184,919	2,395,000	Behind Schedule	Design	The project fell behind schedule due to permit delays and added scope. The permit from San Bernardino County Flood Control District (SBCFCD) has been secured. The current project schedule will be re-baselined at construction contract award.
13	EN20056	RSS Haven Avenue Repairs	126,280	5,850,000	Behind Schedule	Design	Additional evaluation was conducted to review the extent of relining Haven Avenue Sewer or utilizing the Cucamonga bypass sewer. The project will be re-baselined at construction contract award as the most viable alternative is now finalized.
14	EN21014	NRWS Manhole Upgrades FY 20/21	3,396	180,000	On-Time	Design	
15	EN21015	Collection System Upgrades FY 20/21	3,627	500,000	On-Time	Design	
16	EN23002	Philadelphia Lift Station Force Main Improvements	555,540	18,258,000	Recovery in Progress	Design	The City of Ontario requested a different alignment for the project due to a future conflict with a city storm drain. IEUA and the City have finally agreed on an alignment that will meet the project's needs and avoid conflicts. The project will be re-baselined at construction contract award after the new alignment is approved by the City of Ontario.
17	EN19025	Regional Force Main Improvements	462,724	4,800,000	On-Time	Construction	
18	EN19028	NRW Manhole and Pipeline Condition Assessment	90,777	915,000	On-Time	Construction	
19	EN22002	NRW East End Flowmeter Replacement	764,275	3,600,000	On-Time	Construction	
20	EN21058	Regional Sewer-Hydraulic Modeling	-	-	On-Time	Not Started	
		<b>Totals</b>	<b>2,197,980</b>	<b>36,998,000</b>			

### Groundwater Recharge

No.	Project ID	Project Title	Total Expenditures thru 9/30 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
21	RW15003.03	Montclair Basin Improvements	271,970	1,788,100	Recovery in Progress	Design	Permitting is taking longer than anticipated; and therefore, the project is behind schedule. The project will be re-baselined at construction contract award.
22	RW15003.06	Wineville/Jurupa/Force Main Improvements	1,301,712	14,517,842	Recovery in Progress	Design	Permitting is taking longer than anticipated; and therefore, the project is behind schedule. The project will be re-baselined at construction contract award.
23	RW15004	Lower Day Basin Improvements	1,362,504	4,008,000	On-Time	Construction	
24	EN21057	Recharge Basin Clean-up of Illegally Dumped Materials	-	298,950	N/A	Not Started	
		<b>Totals</b>	<b>2,936,187</b>	<b>20,612,892</b>			

### Headquarters

No.	Project ID	Project Title	Total Expenditures thru 9/30 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
25	EN20040	HQ Driveway Improvements	86,903	300,000	On-Time	On-Hold	
		<b>Totals</b>	<b>86,903</b>	<b>300,000</b>			

**IERCF**

No.	Project ID	Project Title	Total Expenditures thru 9/30 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
26	RA17007.01	IERCF Design Build Wash Pad Cover	302,351	321,322	Recovery in Progress	Construction	A revised Permit approval from the City of Rancho Cucamonga was required for field changes. In addition, COVID-19 related delays were experienced by the steel fabricator. The project will be re-baselined after an evaluation of delays is completed, and a Change Request Form has been approved.
Totals			302,351	321,322			

**Regional Water Recycling Plant No. 1 (RP-1)**

No.	Project ID	Project Title	Total Expenditures thru 9/30 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
27	EN21042	RP-1 East Influent Gate Replacement	-	450,000	On-Time	Project Evaluation	
28	EN21044	RP-1 Dewatering Centrate and Drainage Valves (MOV)	220	320,000	On-Time	Project Evaluation	
29	EN21052	RP-1 Evaporative Cooling for Aeration Blower Building Study	-	40,000	On-Time	Project Evaluation	
30	EN21053	RP-1 Old Effluent Structure Rehabilitation	-	630,000	On-Time	Project Evaluation	
31	EN21055	RP-1 Blower Lamella Silencers Upgrades	9	300,000	On-Time	Project Evaluation	
32	EN22029	RP-1 Repurpose Lab Assessment	-	50,000	On-Time	Project Evaluation	
33	EN13016.05	SCADA Enterprise System - (Regional Water Recycling Plant No. 1)	1,458,160	7,091,113	Behind Schedule	Pre-design	The project is behind schedule due to the acquisition of the former project design engineer and subsequent assignment of the new contract to Eramosa International Inc. Recovery is not possible. Project will be re-baselined at construction award.
34	EN20045	RP-1 TP-1 Level Sensor Replacement	20,718	200,000	On-Time	Pre-Design	
35	EN20051	RP-1 MCB and Old Lab Building Rehab	75,695	1,600,000	On-Time	Design	
36	EN20065	RP-1 Solids Hot Water Loop Valves	43,633	800,000	On-Time	Bid and Award	
37	EN19043	RP-1 Centrifuge Foul Air Line	71,361	445,000	Recovery in Progress	Bid And Award	Staff conducted additional evaluation for the replacement of the centrifuge outer casing to allow for a new connection for the foul airline. The current project schedule will be re-baselined at construction contract award.
38	EN20041	RP-1 TP-1 Bleach Mixing Repairs	76,683	680,000	Recovery in Progress	Bid and Award	The design took longer than anticipated, which has delayed the bid date. The project will be re-baselined at construction contract award.
39	EN20058	RP-1 TP-1 Waste Wash Water Basin Pumps Replacement	130,208	750,000	Recovery in Progress	Construction	The design took longer than anticipated, which has delayed the bid date. The project will be re-baselined at construction contract award.
40	EN15012.01	RP-1 Plant No. 2 Effluent Conveyance Improvements	2,439,714	3,107,881	On-Time	Construction	
41	EN17044	RP-1 12 KV Switchgear and Generator Control Upgrades	5,678,069	5,870,248	Behind Schedule	Construction	All components for the project have been installed and all systems are undergoing site acceptance testing. The switchgear and control panels are working in auto; however, another Site Acceptance Test (SAT) is required to verify all control functions. The project is behind schedule due to the lack of back-up generators that were required for PSPS events. There is no recovery plan.
42	EN17082	Mechanical Restoration and Upgrades	3,906,920	10,146,000	On-Time	Construction	
43	EN18006	RP-1 Flare Improvements	1,195,314	7,650,000	On-Time	Construction	
44	PA17006.03	Agency-Wide Aeration (Budget is in PA17006)	-	2,956,605	On-Time	Construction	
45	EN17042	Digester 6 and 7 Roof Repairs	4,538,726	6,731,000	Behind Schedule	Construction	Multiple construction delays, including the loss of the coatings sub-contractor, have placed the project behind schedule, and recovery is not possible. A non-compensable time extension change order has been prepared for this purpose. Digester 6 repairs have been completed, and startup is underway. Digester 7 activities will follow.
46	EN20060	RP-1 Plant 2 Sludge Piping Repair	135,894	140,000	On-Time	Project Acceptance	
47	EN19009	RP-1 Energy Recovery	-	4,425,000	N/A	Not Started	
Totals			19,771,324	54,382,847			

Regional Water Recycling Plant No. 2 (RP-2)							
No.	Project ID	Project Title	Total Expenditures thru 9/30 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
48		Totals	-	-			
Regional Water Recycling Plant No. 4 (RP-4)							
No.	Project ID	Project Title	Total Expenditures thru 9/30 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
49	EN21041	RP-4 Contact Basin Cover & Wet Well Passive Overflow Replacement	1,042	3,920,000	On-Time	Project Evaluation	
50	EN19010	RP-4 Influent Screen Replacement	429,773	3,040,000	On-Time	Construction	
51	EN17043	RP4 Primary Clarifier Rehab	1,282,826	7,681,542	On-Time	Construction	
52	EN17110.00	RP-4 Process Improvements	2,775,087	10,233,139	On-Time	Construction	
53	EN17110.03	RP-4 Aeration Basin Wall Repair	325,942	5,500,000	On-Time	Construction	
		Totals	4,814,670	30,374,681			
Regional Water Recycling Plant No. 5 (RP-5)							
No.	Project ID	Project Title	Total Expenditures thru 9/30 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
54	EN21047	RP-5 Bar Screen Inlet Gate Actuators Replacement	-	370,000	On-Time	Project Evaluation	
55	EN19001	RP-5 Expansion to 30 mgd	16,066,075	175,000,000	On-Time	Construction	
56	EN19006	RP-5 Biosolids Facility	14,457,026	165,400,000	On-Time	Construction	
		Totals	30,523,102	340,770,000			
Recycled Water							
No.	Project ID	Project Title	Total Expenditures thru 9/30 (\$)	Total Project Budget (\$)	Project Schedule Performance	Status	Schedule Recovery Plan
57	EN15002	1158 Reservoir Site Cleanup	83,295	1,215,000	Recovery in Progress	Project Evaluation	IEUA has returned EnvApps, an environmental consulting firm, to perform excavation, soil sampling, and remediation in the contaminated area. Results and technical memorandum prepared by EnvApps will be presented to Department of Toxic Substances Control (DTSC) for review and approval. A project schedule will be created upon finalization of the site evaluation to cover future work.
58	EN21045	Montclair Force Main Improvements	1,133	6,800,000	On-Time	Project Evaluation	
59	EN21050	8th Street RW Turnout Connection to the 1630 W Pipeline	-	835,000	On-Time	Project Evaluation	
60	EN21051	Ely Monitoring Well	-	585,000	On-Time	Project Evaluation	
61	EN17041	Orchard Recycled Water Turnout Improvements	179,125	477,000	Recovery in Progress	Design	IEUA has obtained the U.S. Army Corps of Engineers (USACE) permit. The permit restricts work in the channel between October 15th and April 15th. The project is scheduled to be awarded in February of 2021 with construction starting in April 2021. The project schedule will be re-baselined at construction contract award.
62	EN21004	1158 West Reservoir Re-coating/painting and Upgrades	1,064,545	1,811,000	On-Time	Construction	
63	EN14042	1158 RWPS Upgrades	6,597,542	7,525,000	On-Time	Project Acceptance	
64	EN17049	Baseline RWPL Extension	6,690,065	6,921,000	On-Time	Project Acceptance	
65	EN20063	930 Zone Valve Replacement	88,772	100,000	On-Time	Warranty	
66	EN22004	1158 East Reservoir Re-coating/painting and Upgrades	14,704,476	1,750,000	N/A	N/A	
		Totals	29,408,952	28,019,000			
		Overall Totals	118,064,650	574,351,188			

## Attachment C Emergency Projects

FY19/20 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	Date of Award	Status
1	RA20008.00	W.A. Rasic Construction	Damaged Glulam Roof Support	IERCF	TO-0025	21,150	191,832	6/17/2020	Active
Totals						21,150	191,832		

FY20/21 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	Date of Award	Status
<b>CCWRF</b>									
1	EN21019.02	SCW Contracting Corp	Sewer Line Repair Crossing Apartment Complex Chino	CCWRF	TO-0001	41,598	646	8/5/2020	Completed
<b>Recycled Water System</b>									
2	EN21017.01	Norstar Plumbing	San Antonio Channel Segment B Pipeline	RW System	TO-0001	34,000	4,781	8/13/2020	Completed
<b>RP-1</b>									
3	EN21019.03	W.A. Rasic Contracting	RP-1 Dual Line Hot Water Loop Repair	RP-1	TO-0026	90,765	12,472	8/12/2020	Completed
<b>RP-2</b>									
4	EN21019.01	Ferreira Construction	RP-2 Drain line replacement	RP-2	TO-0008	29,050	32,112	7/8/2020	Completed
Totals						195,413	50,011		

September Emergency						
Contractor	Task Order Description	Details of the Circumstances/Cause of Emergency	Scope of Repair	Location	Date of Call Out	Not-to-Exceed /Estimate
None to report						